SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Center Hill - 5:00 p.m. Public Hearing (Staff recommends approval).

REQUESTED ACTION: **Approve Ordinance to Adopt Interlocal Service Boundary Agreement with the City of Center Hill.**

☐ Work Session (Report Only) **DATE OF MEETING:** 9/22/2009
☒ Regular Meeting ☐ Special Meeting

CONTRACT: ☐ N/A Vendor/Entity: City of Center Hill
Effective Date: 9/22/2009 Termination Date: 9/22/2029
Managing Division / Dept: County Administration

BUDGET IMPACT: TBD
☒ Annual **FUNDING SOURCE:** Various Funds
☐ Capital **EXPENDITURE ACCOUNT:** Various Accounts
☐ N/A

HISTORY/FACTS/ISSUES:
On March 4, 2008, the City of Center Hill adopted an initiating resolution for the negotiation of an Interlocal Service Boundary Agreement with the County, pursuant to Chapter 171, Part II, Florida Statutes. On April 8, 2008, the County adopted the responding resolution for the negotiation of an Interlocal Service Boundary Agreement with the City.

Over the past 16 months, the County and City have worked diligently to prepare the Interlocal Service Boundary Agreement. On July 21, 2009, the Board held a joint workshop with the Center Hill City Council to review the proposed Interlocal Service Boundary Agreement. The consensus from the joint workshop was to move forward with adoption of the agreement. On September 8, 2009, the City of Center Hill adopted their ordinance implementing the Interlocal Service Boundary Agreement.

This public hearing is for the Board to consider adoption of the county's ordinance to implement the Interlocal Service Boundary Agreement. Attached are the ordinance, Interlocal Service Boundary Agreement, and summary of status of agreements with all five cities.

ORDINANCE NO. 2009-___

AN ORDINANCE OF SUMTER COUNTY, FLORIDA; ADOPTING THE INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF CENTER HILL AND SUMTER COUNTY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes: and,

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

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and mechanisms for identifying and implementing joint planning areas; and,

WHEREAS, the Florida State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and utility resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and,

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and,

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and,

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process of long range planning, annexation, and development review processes for the City

and County is clearly identified in advance of County capital planning, commitment, and expenditure; and,

WHEREAS, the City Council and County Commission, after due consideration and deliberation, including joint meetings for the purpose of considering the agreement adopted by this Ordinance, have determined that the lands included in the Municipal Service Area (MSA) described herein will be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and,

WHEREAS, the Agreement adopted pursuant to this ordinance is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008); and,

WHEREAS, the City and Sumter County have found a necessity for a Joint Planning Agreement between the City and the County, a fully executed copy of the agreement is attached hereto and made a part of this ordinance, to be codified in full.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Sumter County, Florida, as follows:

SECTION 1. AGREEMENT The Interlocal Service Boundary and Joint Planning Agreement between the City of Center Hill and Sumter County, attached hereto, is hereby adopted and incorporated herein, to be codified as a provision of the Sumter County Code, along with the terms of this Ordinance.

SECTION 2. CONFLICT: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY: If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 4. EFFECTIVE DATE This ordinance shall take effect upon final approval by the City Council of the City of Center Hill and the final approval by the Sumter County Commission of an ordinance adopting the attached Joint Planning Agreement, whichever date is later.

DONE AND ORDAINED this ____ day of _____ 200__, by the Board of Sumter County Commissioners, Sumter County, Florida.

GLORIA HAYWARD
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

ATTEST:_____
Connie Webb, Deputy Clerk

_____
Garry Breeden, Chairman

Approved as to form:

_____
Hogan Law Firm, County Attorney

Interlocal Service Boundary and Joint Planning Agreement

City of Center Hill and Sumter County

September 8, 2009

Prepared by: Sumter County Planning Department
09/01/2009

Interlocal Service Boundary and Joint Planning Agreement
City of Center Hill and Sumter County

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ATTACHMENTS TO THIS AGREEMENT:

Map "1": Current Boundaries of the MSA
Map "2": Current Anticipated Future Land Uses in the MSA
Map "3": Major Intersecting Roads, Regionally Significant and Emerging Regionally Significant Roads

MASTER INTERLOCAL SERVICE BOUNDARY AND JOINT PLANNING AGREEMENT BETWEEN THE CITY OF CENTER HILL AND SUMTER COUNTY

This Master Interlocal Service Boundary and Joint Planning Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City"), and Sumter County ("County").

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

WHEREAS, the County possesses Home Rule powers pursuant to Article VIII, Section 1(g), Florida Constitution and Section 125.01, Florida Statutes: and

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

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and cities include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacities to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for future annexations, the appropriate land uses and infrastructure needs and provider for such lands, and ensure protection of natural resources; and

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning, annexation, and development review processes for the City and County are clearly identified and part of a

coordinated countywide planning in advance of the City and County capital planning, commitment, and expenditure; and

WHEREAS, the agreement of the County to waive its rights to contest future annexations within a defined geographic area, pursuant to the conditions provided herein, and refrain from proposing or promoting any Charter form of governance, pursuant to Chapter 125.60, Florida Statutes, that negates the terms and conditions of this Agreement are a material inducement to the City to enter into this Agreement; and

WHEREAS, the agreement of the City to undertake annexation, joint planning efforts, and coordination of public services and infrastructure in a manner that is part of a countywide planning effort are a material inducement to the County to enter into this Agreement; and

WHEREAS, the City Council and County Commission, after due consideration and deliberation, has determined that the lands included in the Municipal Service Area (MSA) described herein may be necessary to reasonably accommodate urban growth projected in the City, and the City is able to provide the appropriate supporting urban infrastructure during the term of this Agreement; and

WHEREAS, the City and the County find that the benefits of intergovernmental communications and coordination will accrue to both Parties; and

WHEREAS, the elected officials of the City and the County have met and negotiated in good faith to resolve issues relating to annexation and joint planning and coordinated provision of public services and infrastructure and wish to memorialize their understanding in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters, 125, 163, 166 and 171, Florida Statutes (2008).

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement as if fully set forth herein.

2. Incorporation of Sub-Agreements. The following sub-agreements, attached hereto, are fully incorporated as if fully set forth herein and address the issues within the City's initiating resolution and the County's responding resolution:

   a. Planning Services
   b. Water and Sewer Services
   c. Roads
   d. Building Services
   e. Parks and Recreation Services
   f. Fire Services
   g. Library Services

h. Workforce Housing Services
i. Solid Waste Services
j. Stormwater Services
k. Geographic Information Systems
l. Law Enforcement
m. Mosquito Control
n. Animal Control

3. Uniformity of Master and Sub-Agreements. The County is negotiating similar Agreements and Sub-Agreements with other cities in the county. The County shall assure, to the greatest extent feasible, that benefits and responsibilities within the Agreements and Sub-Agreements related to consolidated, county managed local government services which were formerly managed by the cities prior to execution of the agreements shall be equal between each city. If the County grants a greater benefit to any other city, the City shall be given an opportunity to obtain an equivalent benefit. The County shall not deny the City such equivalent benefit unless it would be unreasonable to grant said benefit.

4. Term of Agreement. This Agreement and all attached subagreements shall take effect upon final adoption of the ordinances adopting this agreement enacted by the County and the City. The effective date shall be the date of final adoption by the City or County, whichever is later. The initial term of the Agreement and all subagreements shall be twenty (20) years from the effective date of the Agreement.

5. Renewal of Agreement. Pursuant to Chapter 171.203(12), Florida Statutes, the City and County shall initiate negotiations for the renewal and extension of this Agreement beyond the 20 year term no later than 18 months prior to the termination of the 20 year term.

6. Termination of Agreement. The County or City may terminate this Agreement at anytime upon delivery of a notice of termination to the other Party at least 180 days prior to the proposed date of termination. A Party delivering such a notice of termination as aforesaid may, in such Party's sole discretion, revoke such notice of termination at any time prior to the termination date.

7. Dispute Resolution. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity

to pursue the dispute resolution procedures set forth herein. If the abatement is granted, the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph a, above, the Parties shall conduct mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

e. The Parties agree that this dispute resolution procedure satisfies the requirements of Chapter 164, Florida Statutes.

8. Duplication of Services. The Parties hereto agree that if any Party undertakes any action which will result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Agreement, that Party shall notify the other Parties to this Agreement, in accordance with Florida law. Further, the transfers of any lands, transportation facilities (including roadways), parks, or any other public facilities under the terms of this Agreement shall not be reversed if this Agreement is terminated, except though a separate agreement in writing approved by both Parties.

9. Noticing. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the County:

Sumter County
Attn: County Administrator
910 N. Main Street
Bushnell, FL 33513

If to the City:

City of Center Hill
Attn: City Clerk
94 S. Virginia Avenue
Center Hill, FL 33514

Notices, consents, approvals, waivers, and elections will be deemed given when received by they Party for whom intended.

10. Sole Benefit. This Agreement is solely for the benefit of the County and City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

11. Authority. The County and City each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The County and City hereby represents, warrants and covenants this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

12. Enforcement. This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance.

13. Defense. If this Agreement or any portion hereof is challenged by any judicial, administrative, or appellate proceeding (each Party hereby covenanting with the other Party not to initiate or acquiesce to such challenge or not to appeal any decision invalidating any portion of this Agreement), the Parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both Parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

14. Periodic Review. Each month, during the term of this Agreement, the City Manager or City's designee and County Administrator shall meet to discuss and resolve any issues or concerns related to this Agreement.

15. Amendments. Amendments may be proffered by either Party at any time. Proposed amendments shall be in writing and must be approved by a majority of the governing boards of each Party or shall be considered not adopted.

16. Supremacy. The Parties agree and covenant, having given and received valuable consideration for the promises and commitments made herein, it is their desire, intent and firm agreement to be bound by and observe the terms of this Agreement wherever such terms are more stringent than those subsequently enacted by the Legislature. Should the terms of this Agreement conflict with previous agreements between the Parties, the terms of this Agreement shall control.

17. Entire Understanding. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

18. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall only be in the Circuit Court in and for Sumter County, Florida. Federal Jurisdiction and venue, if applicable shall only be in the Middle District of Florida, Tampa Division. If circumstances arise which cause a conflict between this paragraph and paragraph 7 ("Dispute Resolution") paragraph 7 shall control.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provision hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

20. Compliance with Chapter 171, Part II, Florida Statutes. The Parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes,

21. Amendment of Intergovernmental Coordination Element of Comprehensive Plans. Consistent with Section 171.203(9), Florida Statutes, the Parties, within six (6) months of the effective date of this Agreement, shall amend their respective Intergovernmental Coordination Elements of their adopted Comprehensive Plans to establish consistency and compliance with this Agreement.

22. Future Charter Governance. The Parties agree that in the event the County pursues implementation of a Charter form of governance, pursuant to Section 125.60, Florida Statutes, that requires a joint planning agreement or similar agreement as a condition for future annexations or to otherwise provide restrictions or conditions on planning, design or regulatory functions and prerogatives currently within the authority of municipalities located in the County, that this Agreement shall constitute full compliance with such a requirement. The County agrees to provide the City with notice and an opportunity to provide Charter language sufficient to accomplish this purpose. During the term of this Agreement, the County shall not propose or adopt any Charter that negates the terms and conditions of this Agreement.

23. Adoption by County. As required by Section 171.203(14), Florida Statutes (2008), meetings of the County after final execution of this agreement and all subagreements by all parties, the County shall adopt this agreement by ordinance pursuant to Section 125.66, Florida Statutes at or before the next regular meeting.

24. Adoption by City. As required by Section 171.203(14), Florida Statutes, at or before the next regular meeting of the City after final execution of this agreement and all its subagreements by all parties, the City shall adopt this agreement by ordinance pursuant to Section 166.041, Florida Statutes.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the ordinance by which each party approved and adopted this Agreement.

ATTEST:	**BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY, FLORIDA**
_____	_____
Gloria Hayward, Clerk of the Court	Garry Breeden, Chairman
ATTEST:	**CITY OF CENTER HILL**
_____	_____
Diane Lamb, Clerk	

Planning Services
Service Delivery Sub-Agreement

This Planning Services Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, The County and City each provide planning, zoning, and development review services within their respective jurisdictions. This independent approach to planning, zoning, and development review services often leads to inefficient and uncoordinated development. Currently, coordination of planning, zoning, and development review issues occur in an informal manner.

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

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

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes, requires that counties and City include in their respective planning efforts intergovernmental coordination and particularly, mechanisms for identifying and implementing joint planning areas; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, fiscal abilities and service capacity to accommodate growth in an environmentally acceptable manner; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

WHEREAS, the City and the County wish to identify lands that are logical candidates for urbanized development, the appropriate land uses and infrastructure needs and provider for such lands, ensure protection of natural resources, and to establish a unified countywide planning organization; and

WHEREAS, the extension of the City and County facilities and services are most efficiently provided if the process and timing of long range planning and development review processes for the City and County are clearly identified and part of a unified countywide planning organization in advance of the City and County capital planning, commitment, and expenditure.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to planning, zoning, and development review will result in development patterns that protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1. <u>Planning Service Delivery.</u>

    a. The County shall serve as the single, unified point of service for planning, zoning, and development review issues throughout unincorporated Sumter County including the City. This service shall be known for purposes of this Agreement as the "Unified Sumter County Planning Service". The Unified Sumter County Planning Service will provide staff support and recommendations to the City's planning or zoning review authority and governing body. The City's governing body shall retain independent approval of planning, zoning, and development review issues as provided by local ordinance and State law.

    b. The Unified Sumter County Planning Service will function and be funded as a Sub-division under Sumter County Board of County Commissioners.

    c. As needed, certain qualified staff members of City currently responsible for planning, zoning, and development review functions shall be provided the opportunity by the County to become employees of the Unified Sumter County Planning Service. However, the County is not obligated to employ or compensate every staff member of the City whose employment status is affected by the implementation of this Agreement.

    d. The County shall be responsible for funding of the staff and operational costs of the Unified Sumter County Planning Service.

    e. The County and City shall be independently responsible for costs related to studies for Community Redevelopment Agencies (CRA) or other special districts. If the parties hereto mutually determine that the cost of these studies must be shared amongst the affected jurisdictions, then a separate joint funding agreement is required to be approved by the governing boards of the

participating jurisdictions.

2. Unified County-City Comprehensive Plan. The County and City agree to prepare and adopt a unified Sumter County Comprehensive Plan, consistent with Chapter163, Part II, Florida Statutes. This unified Sumter County Comprehensive Plan shall serve as the comprehensive plan required for each jurisdiction pursuant to Chapter 163, Part II, Florida Statutes. Preparation and adoption of the unified Sumter County Comprehensive Plan shall occur as part of the Evaluation and Appraisal Report (EAR) process (Section 163.3191, Florida Statutes) for Sumter County. Sumter County's EAR is due to the Florida Department of Community Affairs by January 1, 2010, and the related amendments to the Comprehensive Plan by February 2011.

3. Municipal Service Area.

   a. The Municipal Service Area (MSA) is defined as the area outside of the City's boundary that constitutes a logical area for urbanized development and serves as the Joint Planning Area (JPA), as more specifically defined in Section 171.202(11) and Section 163.3171, Florida Statutes;

   b. The City shall demonstrate that public services are readily available or planned to be provided within a reasonable timeframe within the MSA;

   c. Consistent with Section 171.203(11) and Section 163.3171, Florida Statutes, the County and City shall, at their earliest convenience, incorporate the boundaries of the MSA into the Future Land Use Maps of their respective Comprehensive Plans or of the Unified Comprehensive Plan, if the Unified Comprehensive Plan is adopted;

   d. The County and City shall transmit their respective Comprehensive Plan amendments as soon as possible to assure compliance with any applicable requirement of Chapters 163 and 171, Florida Statutes. The City and County further agree that if approval of the Comprehensive Plan amendments by the Florida Department of Community Affairs exceeds any applicable time frames required by Statute for such approval, that this Agreement will remain in full force and effect and the Parties will continue to work together to seek approval of the required amendments; and

   e. The MSA is shown on Map 1.

4. Global Changes to MSA Boundary. Global changes to the MSA boundary shall be by amendment to the Comprehensive Plans of the County and City or Unified Comprehensive Plan, if the Unified Comprehensive Plan is adopted, and shall, not be effective unless jointly approved by both the County and City or determined through dispute resolution.

5. Future Land Use Pattern.

   a. The City and County agree to the generalized future land use pattern for the MSA shown on Map 2. The City and County shall amend their respective Comprehensive Plan's or Unified Comprehensive Plan, if the Unified Comprehensive Plan is adopted, future land use maps to reflect the agreed future land use pattern. The County shall prepare the required amendments for the City and County through the Unified Sumter County Planning Service. If the Florida Department of Community Affairs fails to approve the amendments, this Agreement will remain in full force and effect and the Parties will continue to work together to determine the proper future land uses and obtain approval by the Florida Department of Community Affairs.

   b. The County and City agree to utilize the results of the County's 2008 countywide visioning process to provide a general framework for development of the generalized future land use pattern.

6. Annexation within the MSA. Within the MSA, the City may annex property that is not contiguous, creates enclaves, or creates pockets with the understanding that the property proposed for annexation must meet the following criteria:

   a. Consistent with the prerequisites to annexation and consent requirements for annexation in Section 171.204 and Section 171.205, Florida Statutes;

   b. Utilities are available or scheduled to be provided to the property within five (5) years;

   c. A road directly impacted by the annexation, meaning such road directly abuts the property or otherwise provides significant service to the property, meets concurrency or concurrency deficiencies are mitigated through a binding agreement;

   d. All other municipal services are available to the site; and

   e. City has adopted the MSA as part of its Comprehensive Plan, as required by Section 171.203(11), Florida Statutes.

7. Minor Amendments to MSA Boundary. The MSA may be expanded to include one specific property for annexation following joint approval by the City and County. Approval shall not be unreasonable withheld if the property meets the criteria for annexation within the MSA and there is no increase in density or intensity of development. If there is an impasse, the City and County will resolve through the dispute resolution process.

8. Determination of Properties Partially in the MSA.

a. If at least 50% of the area of the property proposed to be annexed is within the MSA, then the property shall be treated as if it were all within the MSA for purposes of this Agreement;

b. If less than 50% of the area of the property to be annexed is within the MSA, then it shall be treated as outside the MSA for purposes of this Agreement; and

c. The above provisions shall not be construed so that a property owner could not choose to annex a portion of a property inside the MSA.

End of Planning Service Sub-Agreement

Water and Sewer Services Delivery Sub-Agreement

This Water and Sewer Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County does not provide any water or sewer services and does intend to provide these services except for specific situations described within this Agreement, and the City provides water services within the city and in surrounding unincorporated areas but provides for no sewer services at this time; and

WHEREAS, the County and City recognize the most efficient approach to provide water and sewer services is a coordinated and unified approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to water and sewer services results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County. Therefore, the County and City agree a need exists to implement said service delivery arrangements in the following manner:

1. <u>Municipal Service Area (MSA) and Utility Service Area (USA).</u>

   a. The Municipal Service Area (MSA) is the area designated and defined within the Planning Services Sub-Agreement.

   b. The Utility Service Area (USA) is the area within which the City currently

provides or plans to provide water, wastewater, and reclaimed water services, consistent with Chapter 180, Florida Statutes.

c. The County will facilitate discussion with each city in Sumter County to create a USA for each city. The USA will be established pursuant to and comply with the requirements of Chapter 180, Florida Statutes.

d. The City's USA shall include all areas in the USA it has currently approved and established through Chapter 180, Florida Statutes, and any area approved by the County and City pursuant to this Agreement.

2. Right of First Refusal.

a. The County shall require new development within the USA, which requires central water and/or sewer services, to connect, if available, to the City's water and/or sewer system when available.

b. Within its respective USA, each city has first right of refusal to provide water, wastewater, and reclaimed water services to a project.

c. If the city in whose USA the project is located cannot serve that project, the adjacent USA nearest to the project has the first right of refusal.

d. If no city can serve the project, the developer may construct a system approved by the city in whose USA they are located; and if agreed upon by the city and developer, turn the system over to that city.

3. Portion of Property in USA.

a. If at least 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then the property shall be treated as if it were all within the USA for purposes of this Agreement.

b. If less than 50% of the area of a property or combined contiguous properties under the same ownership or control is within the USA, then it shall be treated as outside of the USA for purposes of this Agreement.

4. Abstention from County Public Water/Wastewater System The County shall abstain from the development and operation of public water and sewer services within the USA except in the following circumstances:

a. Failure of a private or municipal public water and/or sewer provider or the failure of a homeowner's association to provide for the service to its customers;

b. Failure of or obsolete private wells or septic tanks in an area that would result in a significant negative impact to public health or environmental resources; and

c. The City shall have the right of first refusal to provide the services to the failed

water and/or sewer system or areas with failed or obsolete private wells or septic tanks.

5. Fire Hydrants.

   a. The City shall install fire hydrants when constructing new water lines of six (6) inches or more in diameter; and

   b. The fire hydrants shall be spaced in a manner that will reasonably achieve the goals of the County and City. The City shall space the fire hydrants no further than 1,200 feet apart.

   c. The city shall obtain, purchase or otherwise construct all fire hydrants within the boundaries of the City or the boundaries of the USA, as well as any fire hydrant that is pressurized by water provided by City utilities. Sumter County Fire Rescue will perform its own fire flow tests and perform minor fire hydrant maintenance, limited to oiling, greasing, and painting. Sumter County Fire Rescue will provide proper street marking for the fire hydrants. The City shall perform major repairs of the fire hydrants. The City shall be responsible for any maintenance of fire hydrants not categorized as "minor" herein.

End of Water and Sewer Service Sub-Agreement

Roads
Service Delivery Sub-Agreement

This Roads Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance can not be adequately funded with the existing funding sources (i.e. gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

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

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to road services will result in better and more efficiently maintained

roads for all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

   a. Sumter County shall retain all roads designated as "Regionally Significant" by the Lake-Sumter Metropolitan Planning Organization (LSMPO) within the Municipal Service Area (MSA);

   b. Roads designated as "Emerging Regionally Significant" by the LSMPO as indicated on the attached Map "3" will be maintained by the County for up to three (3) years after the City annexes 51% of the linear footage of the road in order to allow time for full consideration of the road to transition its classification to a "Regionally Significant" road. If the road is not classified as "Regionally Significant" after this three (3) year period, then the road shall be transferred to the jurisdiction and maintenance responsibility of the City. However, if at any time prior to or after the three (3) year period the road becomes classified as "Regionally Significant" by the LSMPO the County shall maintain, if prior to the three (3) year period, or be transferred, if after the (3) year period, jurisdiction and maintenance responsibility for the road;

   c. On October 1 2009, all non-"Regionally Significant" County roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility upon the occurrence of the following condition: At least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City boundary;

   d. All non-"Regionally Significant" County roads within the MSA shall become roads under the City's jurisdiction and maintenance responsibility by segment upon annexation of at least fifty-one percent (51%) of an agreeable segment;

   e. Road segment for purposes of this agreement shall mean the portion of a non-regionally significant road between two major intersecting roads. Major intersecting roads shall be those roads as identified on Map "3" and any other road which is not now designated.

   f. The 51% is calculated based on the frontage of annexed parcels on each side of the road segment between two major intersecting roads; and

   g. Once 51% or more of a segment is annexed, the entire road segment between the two major intersecting roads will be deemed annexed into the City and under the City's jurisdiction, and ownership and the City will be fully responsible for all maintenance and other responsibilities of the road;

   h. Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement shall remain in full force and effect except in the case of a conflict with this Agreement, in which case the terms of this Agreement shall prevail; and,

i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall be governed by the law enforcement subagreement. The ownership of the road shall mean that the party owning the road is responsible for maintenance, upgrades, ownership of the right of way and all of the other rights and responsibilities related to the roads other than those which fall within the purview of law enforcement.

2. Level of Service. Within the MSA, the City and County will establish the following Level of Service Standards (LOS):

Interstate, Limited Access Parkways	C
Principal Arterials	D
Minor Arterials	D
Major and Minor Collectors	D
Local Streets	D

If an LOS standard is to be established below what is stated, both City and County must approve the change.

For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive Program (TRIP) Funded roadways, the LOS shall be established by the Florida Department of Transportation (FDOT).

3. Planning for Roads.

a. Once adopted by the Lake-Sumter Metropolitan Planning Organization (LSMPO), the City and County agree to adopt the LSMPO 2035 Long Range Transportation Plan. The County shall assure the City has the opportunity to participate in the development of the LSMPO 2035 Long Range Transportation Plan;

b. Within the MSA, the County and City will work together on the design of roads;

c. The City and County agree to create a multi-modal transportation master plan with the LSMPO. This plan will include, but not be limited to, mass transit, pedestrian trails/sidewalks, bicycle trails, etc.;

d. The City and County agree to maintain a Unified Concurrency Management System (CMS) through the LSMPO. The City and County agree to update the system when applicable including de-minimus trips. The County shall bear the cost of this system; and

e. The City and County agree to update the CMS with yearly traffic counts.

4. Review of Development within the MSA.

a. Within the MSA, the City and County agree to contract with the LSMPO to review all traffic impact studies for development meeting a mutually acceptable threshold; and

b. Within the MSA, the City and County agree to enter into Proportionate Share Agreements or other similar agreements, for development meeting a mutually acceptable threshold, with the City, County, developer, and other impacted jurisdictions to establish required traffic mitigation and responsibility for mitigation.

5. Funding.

a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the County wishes to extend the MSTU into the City, it must obtain the agreement of the City Council. The City may request that the County establish a MSTU in areas of the City and County to provide funding for improvements to interjurisdictional roads. If the City requests the establishment of MSTU, then the City shall fund and complete the necessary studies and analysis to establish MSTU. If a MSTU is pursued by the County, then the County shall fund the costs of the necessary studies and analysis to establish the countywide MSTU. If the County and City jointly pursue a MSTU, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to establish the joint MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR;

b. The City may establish a special assessment within the City limits to fund improvements of City roads as long as the City meets all of the requirements of Chapter 170, Florida Statutes.

c. The County shall collect 100% of the applicable County road impact fees within all areas of the City, to mitigate for impacts to County and State roadways; and

d. Within the City limits, the City may also enact additional road impact fees that do not duplicate the County's road impact fee; and

e. City and County will work together on funding sources for capital improvements relative to transportation within the MSA.

6. Maintenance.

a. "Regionally Significant" roads within the MSA: The City and County may enter into maintenance agreements for certain segments of "Regionally Significant" roads within the MSA. The County agrees that the City shall be justly compensated for any and all maintenance subjugated to the City through a maintenance agreement. These maintenance agreements shall include, but not be limited to:

i. Any mowing, edging, tree trimming, maintenance of shrubs, flowers, trees, special grasses, ornamentals, or irrigation of rights-of-ways outside the pavement or edge of curb and within medians;

ii. Jurisdiction for all stormwater drainage and retention systems associated with the "Regionally Significant" road systems; and

iii. The cost of maintenance shall be negotiated between the parties on an annual basis as part of the budgetary process.

b. The County will be responsible for all stormwater drainage retention systems associated with "Regionally Significant" roads. If the City agrees to mow these areas, the City will be justly compensated; and

c. All non-"Regionally Significant" whose jurisdiction is transferred to the City under the terms of this agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement.

7. LSMPO Representation. If and/or when Sumter County has two (2) or more voting representatives on the LSMPO Governing Board, then the County shall ask that one of the voting members be an annually rotating Sumter County municipality. Once a municipality joins the LSMPO Board as an independent voting member, then they will not be eligible to participate on the rotation.

End of Roads Sub-Agreement

Building Permitting and Inspection Service Delivery Sub-Agreement

This Building Permitting and Inspection Services Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

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

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

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

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

1. Service Delivery Agreement.

    a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and code enforcement. The Sumter County Building Official shall serve as the

Building Official for the City. The building permit processing, review, inspection services, and code enforcement shall be provided consistent with the City's local ordinances and State law.

b. The Consolidated County/City Building Services will function and be funded as a Sub-division under Sumter County Board of County Commissioners.

c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Building Services. Funding for the Consolidated County/City Building Services shall be generated from fees collected for building permit applications, reviews, and inspections within unincorporated Sumter County and the City. Fees collected for building permits, reviews, and inspections within the City shall be based on the City's fee schedule in effect on September 8, 2009. Each month, the County shall return to the City 20% of fees collected for building permit applications, reviews, and inspections for properties within the City.

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

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

End of Building Services Sub-Agreement

Parks and Recreation
Service Delivery Sub-Agreement

This Parks and Recreation Service Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Sumter County who wishes to take advantage of those opportunities; and

WHEREAS, the County and City recognize the most efficient approach to provide parks and recreation services is a coordinated approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to parks and recreation services will protect and promote the health and welfare of all of the citizens of Sumter County and agree that a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

   a. The County shall provide regional passive park and recreational facilities and/or programs for all citizens of Sumter County. Regional passive park and recreational facilities and/or programs are parks that are 40 acres or larger and include natural areas, trails, boat launches, picnicking, camping, nature study, and other primary uses and activities that are based on the natural features of the park.

   b. The County shall abstain from the development or funding of active park or recreational facilities and/or programs except those funded via a municipal service benefit unit assessment (MSBU) or municipal service benefit taxing unit (MSTU) or other funding source approved by the voters of Sumter County (i.e. general obligation bonds). Active park and recreational facilities include baseball/softball fields, soccer fields, football fields, basketball courts, and other park or recreational facilities that are developed for primary uses other than open space and related activities based on the natural features of the park.

   c. The City shall take ownership, by quit claim deed, of any County park that does not meet the definition of a regional passive park, as defined above, upon the annexation of a parcel adjacent to the County park.

2. Funding.

   a. The City shall maintain the ability to implement fee rates for park and recreation facilities and programs that differentiate between residents and non-residents of the City.

   b. The City shall maintain sole authority and funding responsibility of all parks and recreational facilities within its City limits or transferred to City's ownership under this agreement.

   c. The County shall not provide funding to the City for parks and recreational facilities and programs in the City unless the funding is provided through a MSBU or MSTU or other dedicated funding source approved by the voters of Sumter County (i.e. general obligation bonds).

   d. The City may request the County to establish a MSBU or MSTU for parks and recreation. If the City requests the establishment of a MSBU or MSTU, then the City shall fund and complete the necessary studies and analysis to establish the MSBU and MSTU.

   e. If a countywide MSBU or MSTU is pursued by the County, then the City shall fund their proportionate share of the costs of the necessary studies and analysis to establish the countywide MSBU and MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR.

3. Staff Support. Qualified staff members of the County currently responsible for County park support services for parks to be transferred to the City may, at the sole discretion of the City, be provided the opportunity by the City to become employees of the City upon the transfer of the parks to the City.

End of Parks Services Sub-Agreement

Fire Service
Delivery Sub-Agreement

This Fire Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County provides fire prevention and suppression and non-transport emergency medical services in the unincorporated and incorporated areas of the county through the Sumter County Fire District; and

WHEREAS, the County provides funding for fire services through federal and state grants, County General Fund, Sumter County Fire Impact Fees, Sumter County Fire District Municipal Services Benefit Unit Assessment, and Sumter County Fire District Fees; and

WHEREAS, the County and City recognize the most efficient approach to assuring adequate fire protection is a coordinated and unified approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to fire services results in a more efficient and effective method of service and promotes the safety and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. <u>Service Delivery Agreement.</u> The County shall continue to serve as the single, unified point of service for fire prevention and suppression and non-transport

emergency medical service through the Sumter County Fire District.

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

End of Fire Services Sub-Agreement

Libraries Service Delivery Sub-Agreement

This Libraries Services Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County provides library services in the unincorporated areas of the county and within the City; and

WHEREAS, the County provides funding for library services through state grants and County General Fund; and

WHEREAS, the City collects library impact fees;

WHEREAS, the County and City recognize the most efficient approach to assuring library services is a coordinated and unified approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to library services results in a more efficient and effective method of service and promotes the welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement. The County shall continue to serve as the single, unified point of service for libraries in unincorporated areas of the county and within the City.

2. Impact Fees.

a. The City will collect library impact fees until September 30, 2009, at 11:59 p.m., after which the City will no longer collect library impact fees; and

b. The City will transfer all library impact fees collected through September 30, 2009, at 11:59 pm. to the County for use in the development of the said new library or other future library construction or enhancements within the City.

End of Library Services Sub-Agreement

Workforce Housing
Service Delivery Sub-Agreement

This Workforce Housing Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County is the current sole provider of workforce housing assistance in the county; and

WHEREAS, the County provides funding for workforce housing through grants from the Federal Housing and Urban Development Agency (Section 8 and Community Development Block Grant), Florida Department of Community Affairs, Florida Housing Finance Corporation (State Housing Initiatives Partnerships), and County's General Fund. This funding is applied in both unincorporated and incorporated areas of the county; and

WHEREAS, the County and City recognize the most effective approach to assuring adequate workforce housing opportunities is a coordinated and unified approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated and unified approach to workforce housing services will result in a more efficient and effective method of service and promote the adequate housing opportunities for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

   a. The County shall serve as the single, unified point of service for workforce housing services in unincorporated areas of the county and within the City.

   b. The County shall provide the staffing and resources for promoting and facilitating the provision of workforce housing.

   c. The workforce housing services shall be provided consistent with the County's and City's local ordinances and State and Federal law.

   d. Funding for the Consolidated County/City Workforce Housing Services shall be generated from state and federal grants and County general fund. This does not preclude the use of other funding sources that may be implemented by the County, City, and state or federal governments for workforce housing in the future.

2. Workforce Housing Definition. The definition of "workforce housing" shall be based on State Housing Initiatives Program (SHIP) income guidelines.

3. Mitigation. The County or City will not unreasonably withhold development approval based on the provision or mitigation of affordable housing by a developer.

4. Strategy. The County and City agree to prepare a unified strategy to promote workforce housing.

End of Workforce Housing Services Sub-Agreement

Solid Waste Collection and Disposal Delivery Sub-Agreement

This Solid Waste Collection and Disposal Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County is required by Florida Statutes to provide a point of collection and disposal of solid waste for all of Sumter County; and

WHEREAS, the County provides a point of collection and disposal for solid waste for the City at the County's existing solid waste facility; and

WHEREAS, the City does not provide any solid waste collection or disposal services; and

WHEREAS, the County and City recognize the most efficient approach to provide solid waste collection and disposal services is a coordinated and unified approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to solid waste collection and disposal services result in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

   a. The County shall continue to provide the City the single point of collection and disposal at the County's solid waste facility and at any future facilities developed by the County.

   b. The City shall utilize the County's solid waste facility when economically feasible.

2. Fees. The County shall continue to fund the solid waste collection and disposal services through fees by private collectors, tipping fees by the County, County recyclable revenues, and state grants. This does not preclude other future funding sources that may be implemented by the County or City.

End of Solid Waste Services Sub-Agreement

Stormwater Management
Service Delivery Sub-Agreement

This Stormwater Management Service Delivery Agreement (the "Agreement") is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County and the City strive to achieve a high level of cooperation and coordination in their management of stormwater for the residents of Sumter County; and

WHEREAS, the County and the City share the primary objective to efficiently provide stormwater management to all residents of Sumter County; and

WHEREAS, as the City continues to grow through annexation and other infill development, the City will trigger the need for compliance with the National Pollutant Discharge Elimination System (NPDES) regulations; and

WHEREAS, the City lacks the expertise or resources to effectively address the NPDES regulations; while the County has the expertise and resources to effectively address the NPDES regulations; and

WHEREAS, the City desires to implement a master stormwater system for the city; and

WHEREAS, the County is currently working with the Southwest Florida Water Management District (SWFWMD) to study drainage basins throughout the county that may assist in the development of a master stormwater system for the City;

WHEREAS, the County and City recognize the most efficient approach to provide stormwater management is a coordinated and unified approach between the County and the City; and

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

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida

Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as stormwater management.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a coordinated and unified approach to stormwater management results in a more efficient and effective method of service and promotes the health and welfare for all of the citizens of Sumter County and agree a need exists to implement said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

    a. At such time when the City triggers the need for compliance with NPDES regulations, the County shall provide oversight and management of the City's compliance with the NPDES regulations.

    b. The City shall be responsible for the capital and maintenance costs related to the infrastructure for compliance with NPDES regulations. However, for infrastructure that provides benefits for property outside of the city limits, the County and City shall prepare a separate funding agreement to share in the cost and maintenance of the mutually benefiting infrastructure.

    c. The County shall provide development review services related to stormwater systems for development projects within the City.

    d. The County and City shall include stormwater management coordination within the separate Road Service Delivery Agreement.

2. Drainage Basin Studies. The County shall include the City as a participant in the drainage basin studies with SWFWMD for those drainage basins that directly impact the City.

3. Stormwater Design within the MSA. The County shall require development within unincorporated areas of the County within the defined Municipal Service Area (MSA) to coordinate their stormwater management design and facilities with the City's stormwater master planning efforts.

End of Stormwater Services Sub-Agreement

Geographic Information Systems
Service Delivery Sub-Agreement

This Geographic Information Systems (GIS) Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

WHEREAS, the County and City separately operate and maintain geographic information systems; and

WHEREAS, the County and City recognize the most effective approach to assuring efficient and effective geographic information system services is a coordinated approach between the County and the City; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to geographic information systems services will result in a more efficient and effective method of service and promote the efficient and effective use of geographic information system data for all of the citizens of Sumter County and agree a need exists to continue said service delivery arrangements in the following manner:

1. <u>Service Delivery Agreement.</u>

    a. The County shall provide and maintain a GIS base platform, which shall include database and mapping information.

    b. The County shall provide GIS mapping services to the City.

c. If desired, the City shall be responsible for any/all physical connectivity to the County GIS in a manner acceptable to the County.

2. GIS Data Updates. The City and County shall send GIS data updates to each other, or any other agency requesting the data, on the first of every month or as requested. Updates shall be provided through the posting of the data to the County's ftp site or in another manner (CD-ROMs, email, direct connection, etc.) acceptable to both parties.

3. 911 Addressing. The County shall be responsible for all 911 addressing within the City.

End of GIS Services Sub-Agreement

Law Enforcement
Service Delivery Sub-Agreement

This Law Enforcement Services Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

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

WHEREAS, the City provides funding for law enforcement services for the City Of Center Hill Police Department; and

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

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

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

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

1. Service Delivery Agreement. The County and City shall continue to utilize the current mutual aid agreement in place with the Sumter County Sheriff's Office. If that agreement should terminate without renewal, the City shall be solely

responsible for law enforcement within the incorporated boundaries of the City.

2. The incorporated boundaries of the City shall include those areas annexed into the City including those areas annexed pursuant to the Planning Services subagreement and the MSA as defined in the Planning Services subagreement.

3. Within the MSA, all law enforcement jurisdiction shall remain with the County in all areas which have not been annexed into the City.

4. For purposes of law enforcement jurisdiction, a road right of way and road contained in a road segment shall be considered annexed into the City at the time of annexation of at least 51% of the parcels on each side of a road segment between two major intersecting roads as defined in the Road Services subagreement.

End of Law Enforcement Services Sub-Agreement

Mosquito Control
Service Delivery Sub-Agreement

This Mosquito Control Service Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

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

WHEREAS, mosquito overpopulation is a threat to public health, safety and welfare; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to mosquito control will protect and promote the health and welfare of all of the citizens of Sumter County, and therefore state:

1. <u>Service Delivery Agreement.</u>

Sumter County shall provide mosquito control service to the areas in and abutting the incorporated boundaries of the City. Mosquito control shall be implemented using generally accepted pesticide and prevention practices, consistent with all applicable state and federal regulations and applicable provisions of the Sumter County Code.

End of Mosquito Control Services Sub-Agreement

Animal Control
Service Delivery Sub-Agreement

This Animal Control Service Delivery Sub-Agreement is made and entered into this _____ day of _____, 2009, by and between the City of Center Hill ("City") and Sumter County ("County").

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

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

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

WHEREAS, untended domesticated pets such as dogs or cats, and untended domesticated livestock such as cattle provide a public safety and health; and

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

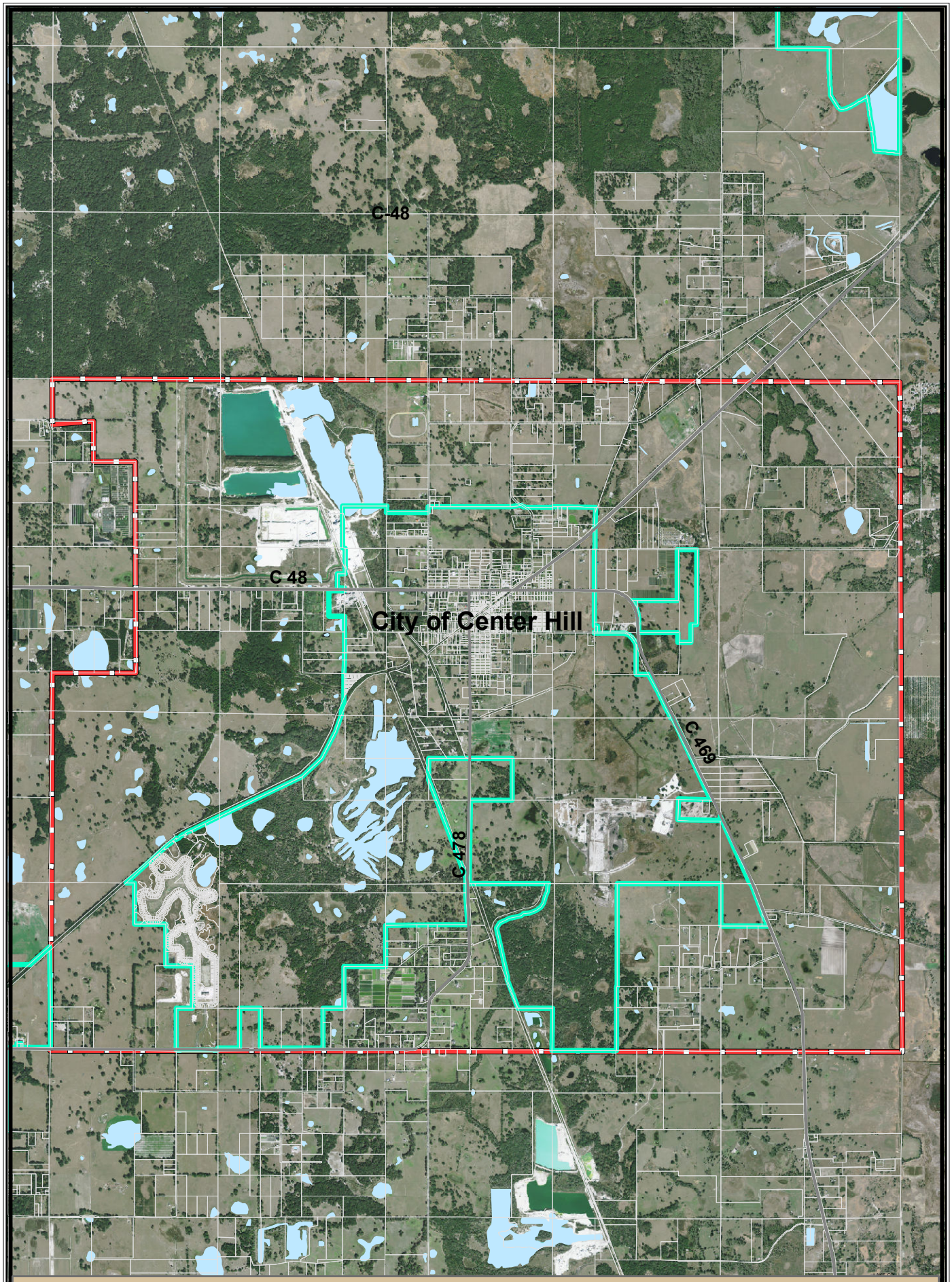
WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate future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

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to animal control will protect and promote the health and safety of all of the citizens of Sumter County, and therefore state:

1. Service Delivery Agreement.

Sumter County shall provide animal control service to the areas in and abutting the incorporated boundaries of the City in the same manner that it does in the unincorporated areas of Sumter County, consistent with normal animal control practices, and consistent with all applicable state and federal regulations and the and the applicable provisions of the Sumter County Code.

End of Animal Services Sub-Agreement



Existing City Limits

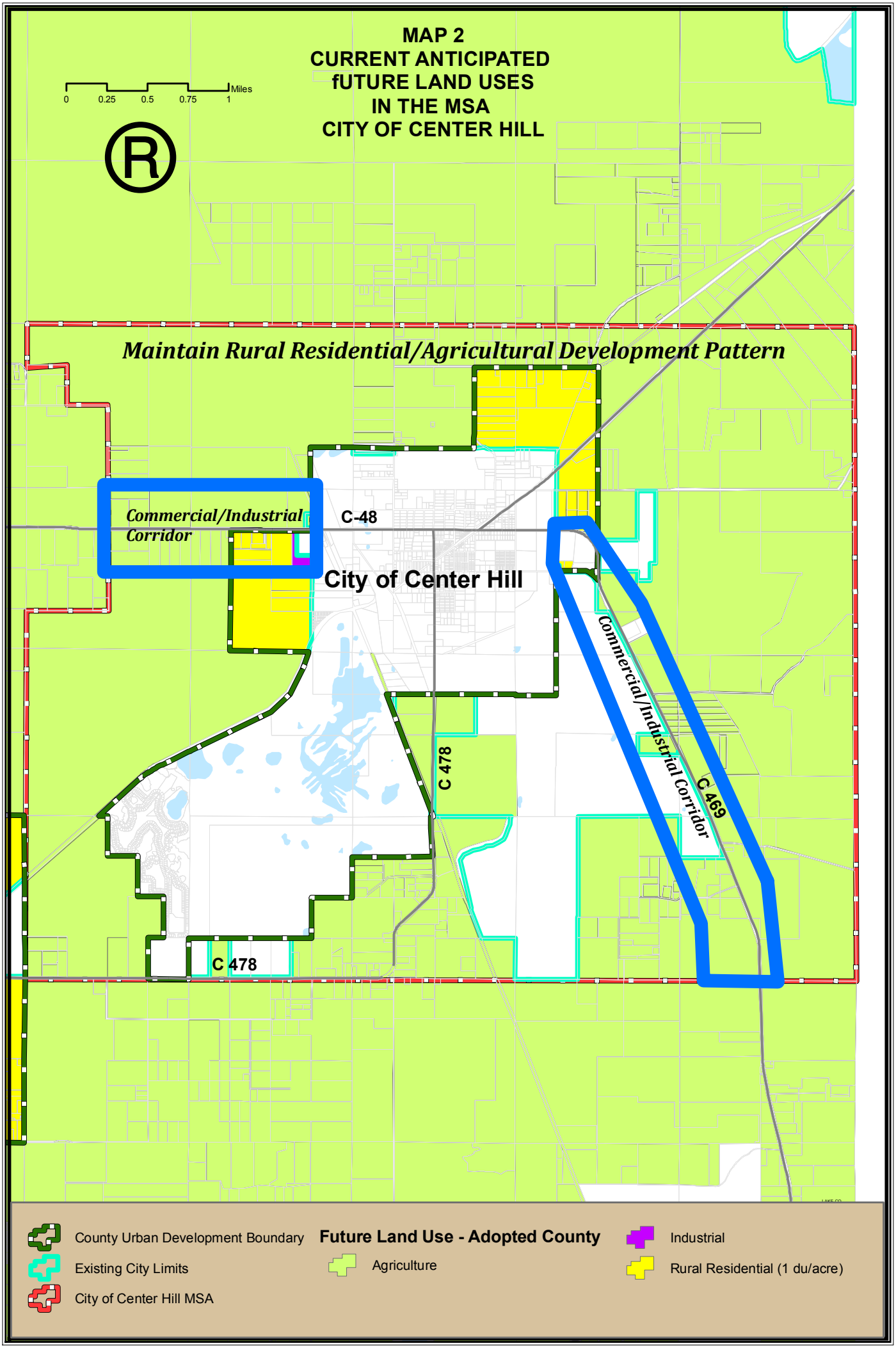
City of Center Hill MSA

MAP 1
CURRENT BOUNDARIES OF THE MSA
CITY OF CENTER HILL

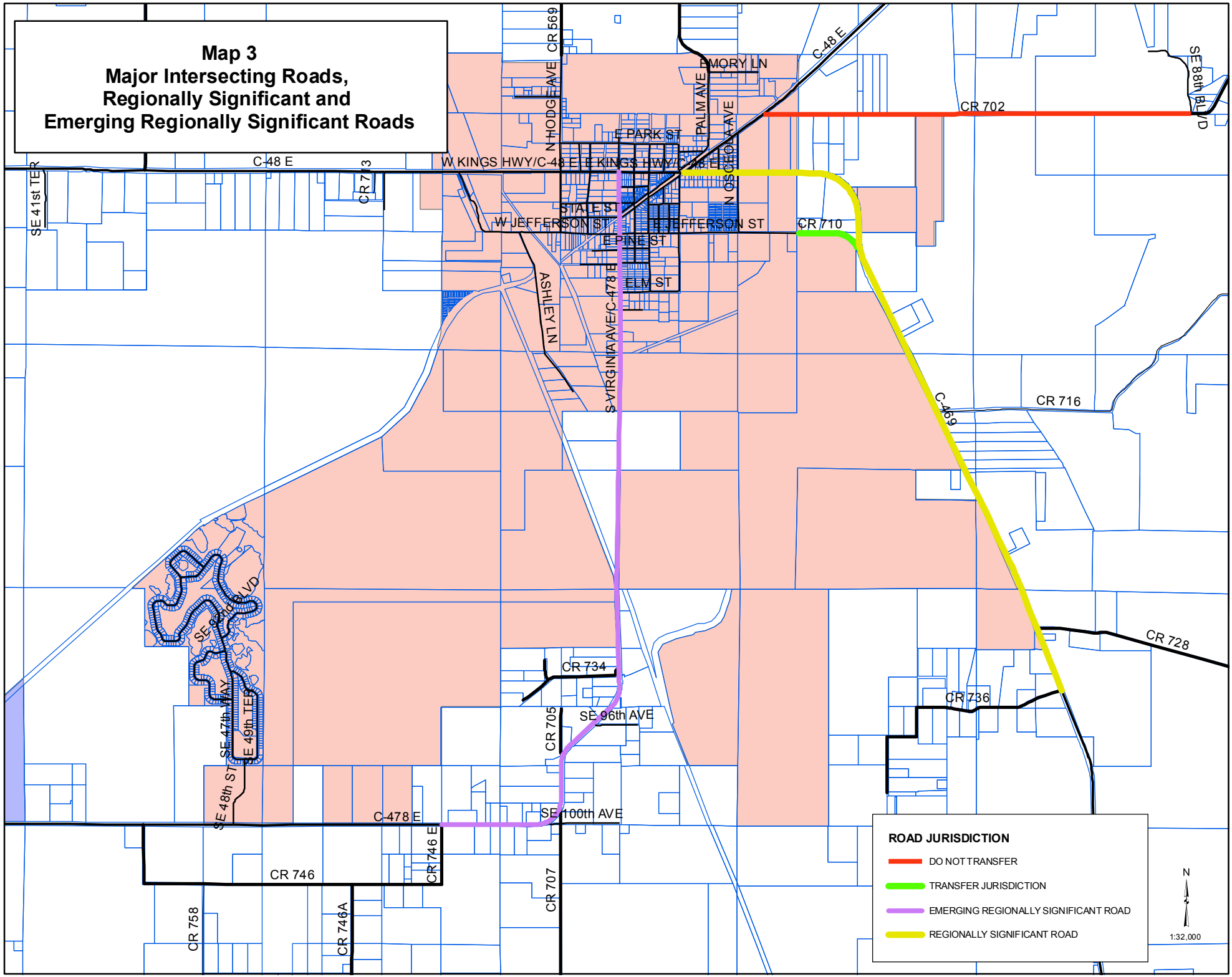
®

0 0.2 0.4 0.6 0.8 Miles

MAP 2
CURRENT ANTICIPATED fUTURE LAND USES IN THE MSA CITY OF CENTER HILL



Map 3
Major Intersecting Roads, Regionally Significant and Emerging Regionally Significant Roads



Status of Interlocal Service Boundary Agreements
9/01/2009

	Level of Discussion		Service Agreements					
			Planning		Water/ Wastewater		Roads	
	Staff	Elected Officials	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X			X		X		X
City of Center Hill		X	X			X		X
City of Coleman		X	X	X		X		X
City of Webster		X	X			X		X
City of Wildwood		X		X		X		X

	Service Agreements							
	Building		Parks		Fire		Library	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell		X		X	X		X	
City of Center Hill	X			X	X		X	
City of Coleman	X			X	X		X	X
City of Webster	X			X	X		X	
City of Wildwood		X		X	X		X	

	Service Agreements					
	Housing		Solid Waste		Stormwater	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell	X		X			X
City of Center Hill	X		X			X
City of Coleman	X		X			X
City of Webster	X		X			X
City of Wildwood	X		X			X

	Service Agreements							
	GIS		Police		Mosquito Control		Animal Control	
	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated	Consolidated	Coordinated
City of Bushnell		X		X	X		X	
City of Center Hill	X			X	X		X	
City of Coleman	X			X	X		X	
City of Webster	X			X	X		X	
City of Wildwood		X		X	X		X	