

RESOLUTION NO. R2025-3

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA
AUTHORIZING THE MAYOR TO EXECUTE THE
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BUSHNELL, CENTER HILL, COLEMAN, WEBSTER, AND
WILDWOOD TO ESTABLISH A ROTATION FOR
MUNICIPAL REPRESENTATION FOR THE LAKE SUMTER
METROPOLITAN PLANNING ORGANIZATION
GOVERNING BOARD; PROVIDING FOR AN EFFECTIVE
DATE.

WHEREAS, the Mayor is authorized to sign and execute contracts and agreements pursuant to the City Charter; and,

WHEREAS, the City is a member of the Lake-Sumter Metropolitan Planning Organization Governing Board; and,

WHEREAS, the City wishes to participate in the Interlocal Agreement being considered by the cities of Bushnell, Center Hill, Coleman, and Webster to better coordinate transportation issues that impact Sumter County.

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


Section 1. The City Commission wishes to approve the Interlocal Agreement establishing a rotation for municipal representation for the Lake-Sumter Metropolitan Planning Organization Governing Board contained herein as "Exhibit A" to this Resolution.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement.

Section 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

DONE AND RESOLVED this 13th day of January, 2025, by the City Commission of the City of Wildwood, Florida.

**CITY COMMISSION
CITY OF WILDWOOD, FLORIDA**



Ed Wolf, Mayor


ATTEST: Jessica Barnes
Jessica Barnes, City Clerk

EXHIBIT A



**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BUSHNELL, THE CITY OF CENTER HILL,
THE CITY OF COLEMAN, THE CITY OF WEBSTER, AND THE CITY
OF WILDWOOD ESTABLISHING A ROTATION FOR MUNICIPAL
REPRESENTATION FOR THE LAKE SUMTER METROPOLITAN
PLANNING ORGANIZATION GOVERNING BOARD**

This Interlocal Agreement (the "Agreement") is entered into between the City of Bushnell ("Bushnell"), the City of Coleman ("Coleman"), the City of Center Hill ("Center Hill"), the City of Webster ("Webster"), and the City of Wildwood ("Wildwood"), herein referred collectively as the "Sumter County Cities".

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

WHEREAS, the Sumter County Cities acknowledge that increased coordination in road system planning, construction, and maintenance are for the betterment of their citizens; and

WHEREAS, the Sumter County Cities are members of the Lake-Sumter Metropolitan Planning Organization ("LSMPO") and its Governing Board; and

WHEREAS, the LSMPO Governing Board consists of 29 members from various entities across Lake and Sumter counties, but only 16 members are classified as "voting members;" and

WHEREAS, the Sumter County Cities are At-Large voting members meaning that only one (1) vote is allowed between the collective cities; and

WHEREAS, Bushnell, Center Hill, Coleman, Webster, and Wildwood after due consideration and deliberation, have determined this Agreement is in the best interest of the public to rotate the voting responsibility of the Sumter County Cities on a yearly basis.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Bushnell, Center Hill, Coleman, Webster, and Wildwood, as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and incorporated into this Agreement.
2. Term of Agreement. The effective date shall be the date of final adoption by Bushnell, Center Hill, Coleman, Webster, or Wildwood, whichever is later. The initial term of the Agreement shall be five (5) years from the effective date of the Agreement.

3. LSMPO Governing Board At-Large Voting Member Rotation. The Sumter County Cities agree to the following rotation (if a city chooses not to participate, the rotation will advance to the next city in the rotation schedule):

<u>Term</u>	<u>Voting Representative</u>
January 1, 2025- December 31, 2025	Wildwood
January 1, 2026- December 31, 2026	Bushnell
January 1, 2027- December 31, 2027	Center Hill
January 1, 2028- December 31, 2028	Coleman
January 1, 2029- December 31, 2029	Webster

4. Participation in LSMPO Governing Board Meetings. Nothing in this Agreement shall prevent the cities from participating at the LSMPO Governing Board meetings.
5. Termination of Agreement. Any City may terminate this Agreement at any time upon delivery of a notice of termination to the other parties at least 180 days prior to the proposed date of termination.
6. Dispute Resolution. Bushnell, Center Hill, Coleman, Webster, or Wildwood 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.
7. 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 Bushnell: City of Bushnell
Attn: City Manager
117 E. Joe P. Strickland Jr. Avenue
Bushnell, FL 33513

If to Center Hill: City of Center Hill
Attn: City Clerk
P.O. Box 649

If to Coleman: Center Hill, FL 33514
City of Coleman
Attn: Mayor
P. O. Box 456
Coleman, FL 33521-0456

If to Webster: City of Webster
Attn: City Manager
85 E Central Ave.
Webster, FL 33597

If to Wildwood: City of Wildwood
Attn: City Manager
100 N. Main Street
Wildwood, FL 34785

8. 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.

9. 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.

Signature Pages (Follow)

EXECUTED and AGREED to as of the Effective Date hereof.



CITY OF BUSHNELL

ATTEST

CITY OF BUSHNELL, FLORIDA

By: Christina Dixon
City Clerk

Jesse S.
Mayor

Date: 1/8/2025

Approved as to Form and Legality:

By: Thy M. A. R.
City Attorney

EXECUTED and AGREED to as of the Effective Date hereof.

CITY OF CENTER HILL

ATTEST

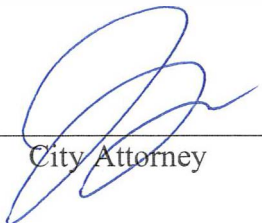
CITY OF CENTER HILL, FLORIDA

By: 
City Clerk

By: 
Mayor

Date: 2/4/2025

Approved as to Form and Legality:

By: 
City Attorney

EXECUTED and AGREED to as of the Effective Date hereof.

CITY OF COLEMAN

ATTEST

CITY OF COLEMAN, FLORIDA

By: Insha Butler
Public Service Director

By: Melvin Hill
Mayor

Date: Jan. 13, 2025

Approved as to Form and Legality:
By: [Signature]
City Attorney

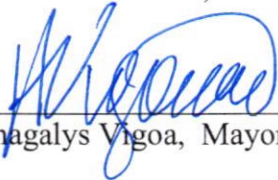
EXECUTED and AGREED to as of the Effective Date hereof.



CITY OF WEBSTER

CITY OF WEBSTER, FLORIDA

By: 
Amy Flood, City Clerk

By: 
Anagalys Vigoa, Mayor

Date: _____

Approved as to Form and Legality:

By: 
W.L. Colbert, City Attorney



CITY OF WILDWOOD

ATTEST

CITY OF WILDWOOD, FLORIDA

By: Jessica Barnes
City Clerk

By: Ed Way
Mayor

Date: 1/13/25

Approved as to Form and Legality:

By: [Signature]
City Attorney