



CITY COMMISSION - CITY OF WILDWOOD

Mayor/Commissioner – Ed Wolf – Seat 1

Mayor Pro-Tem/Commissioner – Pamala Harrison-Bivins – Seat 2

Robby Strickland – Seat 3

Don C. Clark – Seat 4

Julian Green – Seat 5

Bill Ed Cannon – City Manager

AGENDA

REGULAR MEETING

MAY 12, 2014 - 7:00 PM

City Hall Commission Chamber
100 N Main Street

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

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

1. CALL TO ORDER:

- INVOCATION
- FLAG SALUTE
- PLEASE TURN OFF ALL CELL PHONES AND PAGERS

2. CONSENT AGENDA/INFORMATIONAL ITEMS

(A consent agenda may be presented by the Mayor at the beginning of a meeting. Items may be removed from the consent agenda on the request of any one Commissioner. Items not removed may be adopted by general consent without debate. Removed items may be either taken up immediately after the consent agenda or placed later on the agenda at the discretion of the Commission.)

- a. Bills for Approval (Attachment)

3. PRESENTATIONS AND/OR PROCLAMATIONS

4. PUBLIC HEARINGS – Timed -

Quasi-judicial Items

5. PUBLIC FORUM – 10 minute time limit

6. ORDINANCES FIRST READING ONLY (NO VOTE)

7. RESOLUTIONS FOR APPROVAL

- a. Resolution R2014-13 – *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ON-LINE AUCTION OR DONATION TO A NON-PROFIT ORGANIZATION IF THERE IS A NEED AND JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE.* This resolution declares certain city electronics and related equipment as being surplus due to obsolescence, disrepair, or unrepairable condition. (Attachment: Staff Recommends Approval).

b. Resolution R2014-14 - *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR RESERVATION FEES FOR USE OF OXFORD COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2010-04.* This Resolution provides for the fees at the Oxford Community Center to be raised from \$5.00 per hour to \$20.00 per hour. (Attachment: Board Option).

c. Resolution R2014-15 - *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADDING A NEW POLICY 8.23 PURCHASING POLICY TO THE CITY OF WILDWOOD PERSONNEL RULES AND REGULATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.* This Resolution provides for a general Purchasing Policy for all City Employees to be added to the Wildwood Personnel Rules and Regulations. (Attachment: Staff Recommends Approval).

d. Resolution R2014-16 - *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADDING A NEW POLICY 9.6 SAFETY IN THE WORKPLACE POLICY TO THE CITY OF WILDWOOD PERSONNEL RULES AND REGULATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.* This Resolution provides for a general Safety in the Workplace Policy for all City Employees to be added to the Wildwood Personnel Rules and Regulations. (Attachment: Staff Recommends Approval).

e. Resolution R2014-17 – *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA APPROVING A DEPOSIT ACCOUNT RESOLUTION AND AUTHORIZATION OF BUSINESS ENTITIES, INCLUDING APPROVAL OF THE DESIGNATION OF SIGNORS FOR THE DEPOSIT ACCOUNTS AT SUNTRUST BANK.* This Resolution authorizes new signors for the Deposit Accounts at SunTrust Bank. (Attachments: Staff Recommends Approval).

f. Resolution R2014-18 – *A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA APPROVING A DEPOSIT ACCOUNT RESOLUTION AND AUTHORIZATION OF BUSINESS ENTITIES, INCLUDING APPROVAL OF THE DESIGNATION OF SIGNORS FOR THE DEPOSIT ACCOUNTS AT BB&T BANK.* This Resolution authorizes new signors for the Deposit Accounts at BB&T Bank. (Attachments: Staff Recommends Approval).

8. FINANCIAL & CONTRACTS & AGREEMENTS

a. Utility Department requests the award of the CR 462 Water Main extension be granted to Hamlet Construction in amount of \$125,880.00. (Attachments: Staff Recommends Approval).

b. *Tri-Party Developers Agreement Between the City of Wildwood and Amsdell Storage Ventures XV, and Anirudha Miryala .* This is an agreement between the City and two projects located on C-466 concerning the construction and maintenance of the water and wastewater infrastructure necessary to serve the projects (Attachment: Staff Recommends Approval).

9. GENERAL ITEMS FOR CONSIDERATION/DISCUSSION and OTHER BUSINESS

10. APPOINTMENTS

11. CITY MANAGER REPORTS

12. CITY CLERK REPORTS

13. OTHER DEPARTMENT REPORTS

14. **COMMISSION MEMBERS REPORTS**

15. **CITY ATTORNEY REPORTS**

- Attorney-client closed session is requested by the City Attorney in accordance with § 286.011(8)(a), Fla. Stat. (2013).

16. **ADJOURNMENT**

IMPORTANT DATES (No Attachments)

- a. May 26, 2014, Memorial Day
- b. June 2, 2014, Commission Meeting 7:00 p.m.
- c. June 9, 2014, Commission Meeting 7:00 p.m.

BILLS FOR APPROVAL
City of Wildwood, Florida
May 12, 2014

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Verizon Wireless	Cell Phone Service	\$	50.90
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CITY MANAGER-EXECUTIVE DEPARTMENT

2	Payroll	April 20, 2014 Pay Period - 2 Employees	\$	6,158.00
3	Bank of America	FCCMA, Inc	\$	49.00
4	Bright House	Internet Service	\$	48.42
5	Bill Ed Cannon	Car Allowance	\$	500.00
6	EGP	Per Copy Maintenance	\$	18.05
7	Ernie Morris Enterprises, Inc	Office Supplies	\$	1,396.77
8	USPS	Postage	\$	13.32
9	Verizon Wireless	Cell Phone Service	\$	49.60

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

10	Payroll	April 20, 2014 Pay Period - 3 Employees	\$	6,980.38
11	Bright House	Internet Service	\$	96.84
12	Dept of Management Service	Telephone Service	\$	67.53
13	Duke Energy	Electric Service	\$	2,136.62
14	EGP	Per Copy Maintenance	\$	274.90
15	Ernie Morris Enterprises, Inc	Office Supplies	\$	28.21
16	IMS	Software Maintenance	\$	432.00
17	Cassandra Lippincott	Reimbursement of Moving Expenses	\$	2,596.78
18	MMD Computer Center, Inc	Maintenance on Alice's/Marena's Computer, J Jacobs	\$	785.00
19	Oracle Elevator	Regular Service	\$	218.99
20	Petty Cash	Replenishment - Street Dept	\$	9.93
21	Unifirst	Rugs	\$	36.93
22	USPS	Postage	\$	202.33
23	Verizon Wireless	Cell Phone Service	\$	51.77
24	Wildwood Ace Hardware	Fasteners, PVC Cap, Ant Killer, Paint, Goof Off, Etc	\$	30.04
25	Wildwood Community Cemetery	Budgeted Maintenance Support - Arthur Rivers	\$	340.93

DEVELOPMENT SERVICES

26	Payroll	April 20, 2014 Pay Period - 4.5 Employees	\$	9,933.77
27	Bank of America	FDLE	\$	24.00
28	Bright House	Internet Service	\$	84.73
29	EGP	Per Copy Maintenance	\$	488.16
30	Ernie Morris Enterprises, Inc	Office Supplies	\$	134.08
31	ESRI	Annual Arc GIS Maintenance	\$	3,000.00
32	Ford Press	Business Cards - Ketz, O'Neal	\$	118.00
33	Office Max	Office Supplies	\$	289.29
34	Sumter County Clerk	Recording Agreement - Mid Florida Properties	\$	69.50
35	USPS	Postage	\$	432.43

HUMAN RESOURCES

36	Payroll	April 20, 2014 Pay Period - 1 Employees	\$	2,070.40
37	Bright House	Internet Service	\$	24.21
38	EGP	Per Copy Maintenance	\$	24.14
39	Ernie Morris Enterprises, Inc	Office Supplies	\$	7.65
40	National Notary Association	Renewal of Notary	\$	117.35
41	Office Max	Office Supplies	\$	100.05
42	USPS	Postage	\$	6.29
43	Verizon Wireless	Cell Phone Service	\$	73.72

POLICE DEPARTMENT

44	Payroll	April 20, 2014 Pay Period - 35 Employees	\$	79,951.79
45	Advanced Auto Parts	Convert Catalytic Gasket	\$	6.58
46	America Transmission	Remanufactured Transmission	\$	1,999.00

May 12 2014
Page 2

47	Bank of America	Best Buy, Amazon, Gamma Tech, FL Notary, MP3 Car	\$ 2,157.77
48	Tina Brown	Travel Reimbursement - Certification Exam	\$ 90.03
49	Cason and Gaskins TV Inc	Holster, Cases, Battery, Sandisk, Cable, Ballistic Case	\$ 285.87
50	Central Sumter Utility LLC	Electric Service	\$ 39.24
51	Century Link	Mitel 3000 Maintenance	\$ 58.46
52	Chief Supply / Law Enforcement	Safety Flare, Cavicide Surface D	\$ 134.47
53	Dept of Management Service	Telephone Service	\$ 64.94
54	Dept of Management Service	DMS	\$ 53.66
55	Dept of Management Service	Telephone Service	\$ 273.06
56	Duke Energy	Electric Service	\$ 314.85
57	EGP	Per Copy Maintenance	\$ 146.75
58	Ernie Morris Enterprises, Inc	Office Supplies	\$ 89.70
59	Marc Manders	Boot Allowance	\$ 75.00
60	Martin's Lock Shop, Inc.	Sparker Store Room Locks	\$ 213.04
61	Merritt Department Store	Diff 3 Shirts Minus Final for Returned Items	\$ 22.54
62	Office Depot	Office Supplies	\$ 112.33
63	Ray Allen Manufacturing, LLC	Harness, Nylon Tracking Line	\$ 123.98
64	Security Solutions of Central FL	IEI Proximity Reader & Keypad & Install, Verifact Mic, Etc	\$ 3,740.00
65	Sumter County Clerk of Courts	Recording of Order of Fine	\$ 18.50
66	Sumter Electric	Electric Service	\$ 79.02
67	TransUnion	Comp, Vehicle, Relationship, Utility Reports and Research	\$ 110.00
68	Marnika Williams	Travel Reimbursement - PST Exam	\$ 84.80
69	Verizon Wireless	Cell Phone Service	\$ 942.52
70	Wildwood Ace Hardware	Drill/Driver, Fasteners, Key, Paint, Plywood, Etc.	\$ 330.45

STREET DEPARTMENT

71	Payroll	April 20, 2014 Pay Period - 10 Employees	\$ 18,628.16
72	Bank of America	Tacony Powr Flite	\$ 726.14
73	Bright House	Internet Service	\$ 106.45
74	Cason and Gaskins TV Inc	Cell Phone Battery	\$ 35.98
75	C & M Paper and Supply	Microcide, Floor Pad, Fresh	\$ 93.65
76	Culligan	Cooler Rental and Bottled Water	\$ 15.94
77	C.W. Roberts Contracting, Inc	Asphalt Delivery	\$ 267.15
78	Duke Energy	Electric Service	\$ 339.14
79	EGP	Per Copy Maintenance	\$ 0.61
80	Ernie Morris Enterprises, Inc	Office Supplies	\$ 50.97
81	Federal Express	Postage	\$ 24.05
82	Glade & Grove	Parts	\$ 93.00
83	Leesburg Rent-All	Riding Roller w/Trailer	\$ 32.00
84	Martronics	Batteries	\$ 94.08
85	MMD Computer Center, Inc	Remote Phone Support - Valorie's Computer	\$ 100.00
86	New Pig	Poly Modular Spill Deck	\$ 337.57
87	Salescorp of Florida	Gatorade, Dust Mask	\$ 74.00
88	Sparr Building and Farm Supply	Wasp and Yellow Jacket Foam, Ditch Blade, Weed Cutter	\$ 166.91
89	The Villages Mower & Repair	Scag Blades	\$ 59.04
90	Unifirst	Uniforms	\$ 506.20
91	U.S. HealthWorks	DS Urine 10 Panel COC - Post Accident	\$ 35.00
92	Verizon Wireless	Cell Phone Service	\$ 201.41
93	Wildwood Ace Hardware	Cleaners, Caulk, blades, Hitch Pins, Knee Boot, Etc.	\$ 100.54
94	Wildwood Mower and Saw	Bearing Cap, Blades, Gasket, Cap, Carb Repair Kits	\$ 209.39

FLEET SERVICES

95	Payroll	April 20, 2014 Pay Period - 2 Employees	\$ 5,262.04
96	Airgas	Oxygen, Migmatic, Mig Tip, Tanks	\$ 326.72
97	Bank of America	Amazon, Northern Tool	\$ 389.98
98	Big Truck Parts Inc	Filters	\$ 38.93
99	Bright House	Internet Service	\$ 106.44
100	Culligan	Cooler Rental and Bottled Water	\$ 15.95
101	Ernie Morris Enterprises, Inc	Office Supplies	\$ 2.99
102	New Pig	Absorbent Mat Pad	\$ 337.57
103	Petty Cash	Replenishment - Street Dept	\$ 10.00

May 12 2014
Page 3

104	Unifirst	Uniforms	\$	168.95
105	Verizon Wireless	Cell Phone Service	\$	59.63
106	Wildwood Ace Hardware	Utility Knife, Fasteners, Caulk Gun, Drill Bit	\$	34.96

COMMUNITY RE-DEVELOPMENT

107	Payroll	April 20, 2014 Pay Period - .5 Employees	\$	1,770.89
108	Bright House	Internet Service	\$	12.13

PARKS AND RECREATION

109	Payroll	April 20, 2014 Pay Period - 5 Employees	\$	7,182.12
110	Bank of America	Walmart	\$	138.74
111	Bright House	Internet Service	\$	110.44
112	Central Irrigation Pump & Supply	Expansion Coupler, Female Adapt PVC	\$	34.91
113	City Electric Supply Company	32W Bulbs	\$	35.00
114	Culligan	Softener Rental - Lake Deaton - Wigglesworth	\$	32.95
115	Dept of Management Service	Telephone Service - Baker House	\$	45.02
116	Duke Energy	Electric Service	\$	948.89
117	EGP	Per Copy Maintenance	\$	10.48
118	Ernie Morris Enterprises, Inc	Office Supplies	\$	4.65
119	Martin's Lock Shop, Inc	Primus Key	\$	20.00
120	Nature Calls Inc	Port O Let Rentals	\$	570.00
121	Sumter Electric	Electric Service	\$	20.76
122	Turfmasters and Associates, Inc	Lawn Fertilization and Pest Control Ball Fields	\$	5,215.00
123	Unifirst	Uniforms	\$	270.51
124	Verizon Wireless	Cell Phone Service	\$	69.60
125	Wildwood Ace Hardware	Cleaners, Dustpan, Screwdriver, Chlorine, Rush Hat, Etc.	\$	163.78
126	Wildwood Mower and Saw	Blade, Cap, Switch, Grease Cap, Idler Pulley, Oil	\$	173.44

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

127	Bright House	Internet Service	\$	352.76
128	C & M Paper and Supply	Microcide, Floor Pad, Fresh	\$	54.00
129	Carol Dasher	Deposit Refund - Wildwood Community Center	\$	37.50
130	Duke Energy	Electric Service	\$	337.70
131	EGP	Per Copy Maintenance	\$	0.19
132	Ernie Morris Enterprises, Inc	Office Supplies	\$	1.33
133	Petty Cash	Replenishment - Street Dept	\$	9.94
134	Deidra Sessler	Deposit Refund - Wildwood Community Center	\$	112.50
135	Barbara Shaw	Deposit Refund - Wildwood Community Center	\$	82.50
136	Gerry Stanley	Deposit Refund - Wildwood Community Center	\$	50.00
137	Unifirst	Rugs	\$	98.49
138	Kayla Walker	Deposit Refund - Wildwood Community Center	\$	50.00
139	Wildwood Ace Hardware	Light Bulbs	\$	6.99

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

140	Payroll	April 20, 2014 Pay Period - 3 Employees	\$	5,671.00
141	Bright House	Internet Service	\$	72.63
142	Duke Energy	Electric Service	\$	688.84
143	EGP	Per Copy Maintenance	\$	33.79
144	Ernie Morris Enterprises, Inc	Office Supplies	\$	29.85
145	IMS	Software Maintenance	\$	120.50
146	Oracle Elevator	Regular Service	\$	218.98
147	Unifirst	Rugs	\$	36.93
148	USPS	Postage	\$	72.31
149	Waste Management	Refuse Billed Less 10% Franchise Fees	\$	70,240.12
150	Wildwood Ace Hardware	Fasteners, PVC Cap, Ant Killer, Paint, Goof Off, Etc	\$	30.02
151	Deniese Woods	Personal Vehicle Use - Leesburg Post Office	\$	14.00

UTILITY DEPARTMENT

152	Payroll	April 20, 2014 Pay Period - 22 Employees	\$	44,659.01
153	Advance Auto Parts	Blower Motor	\$	47.99
154	Bank of America	Best Western, Sunpass, FL Rural Wtr, Office Depot, Shell	\$	966.06

May 12 2014
Page 4

155	Bartow Ford Company	F-150 Truck	\$ 18,830.00
156	Brenntag	Liquid Chlorine	\$ 994.56
157	Century Link	Telephone Service	\$ 65.65
158	C & M Paper and Supply	Paper Products	\$ 346.80
159	Culligan	Bottled Water	\$ 56.98
160	D.A.B. Constructors, Inc.	Application for Payment No. 6 - CR466A	\$ 71,325.81
161	Dept of Management Service	DMS	\$ 53.66
162	DeSantis	Repair of Washer	\$ 259.98
163	Duke Energy	Electric Service	\$ 24,821.16
164	EGP	Per Copy Maintenance	\$ 23.48
165	Ernie Morris Enterprises, Inc	Office Supplies	\$ 154.69
166	Fastenal	RD Strap, Snap On Seal, RD Sealer	\$ 249.11
167	Federal Express	Postage	\$ 22.77
168	Florida Department of Health	Environmental Testing Laboratory Renewal	\$ 1,000.00
169	Wayne Friesen	Travel Reimbursement - Class	\$ 7.19
170	Hardy Diagnostics	Membrane Filter	\$ 497.93
171	HD Supply WaterWorks	Blue Tubing, D/S SAD, Gray Pipe, PVC, Purple Blade, Etc	\$ 5,592.83
172	Lynn King	Travel Reimbursement - I.W. Class	\$ 17.07
173	Martronics	Batteries	\$ 472.32
174	MMD Computer Center, Inc	Maintenance Louise's Computer	\$ 70.00
175	Odyssey Manufacturing	Hypochlorite Solutions	\$ 2,397.04
176	Vince Perkins	Boot Allowance	\$ 69.99
177	Pro Chem	Buzz Off, Odor Out	\$ 429.68
178	Salser Construction, LLC	Okahumpka WM Ext - Request for Payment	\$ 83,706.54
179	Sparr Building and Farm Supply	Coastal Hay	\$ 13.98
180	Sunstate Meter & Supply, Inc.	Meter Coupling, Brass Nipple, Bushing, T10 Meter, Etc	\$ 1,585.71
181	TAW	Repair 40HP Vertical HS	\$ 2,075.00
182	Test America	Environmental Testing	\$ 84.00
183	The Dumont Company, Inc.	Hypochlorite Solutions, Clear Flow	\$ 2,422.25
184	Unifirst	Uniforms	\$ 1,244.84
185	USA BlueBook	Batteries, Flashlight, Drum Pump, Gloves, Paint, Etc.	\$ 672.52
186	USPS	Postage	\$ 23.32
187	Verizon Wireless	Cell Phone Service	\$ 451.24
188	VWR	Disodium Salt, Iodine Reagent, Reagent Acid, Stablc	\$ 581.63
189	Vyper Automation. LLC	Service Call PLC Issue at CR 214	\$ 350.00
190	Wildwood Ace Hardware	Key Schlage, Fasteners, Derby Rope, Plugs, Drill Bit, Etc	\$ 379.74
191	Wildwood Mower and Saw	Blade, Cap, Switch, Grease Cap, Idler Pulley, Oil	\$ 56.42
192	Xylem Water Solutions U.S.A.	Repair Kit, Rotor Unit, Wear Ring, Data Plate. Sleeve	\$ 2,797.00

MISCELLANEOUS

GREENWOOD CEMETERY

193	Wildwood Ace Hardware	PVC Adapter	\$ 5.99
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ATTORNEYS/CONSULTANTS/SURVEYORS

FUEL INVENTORY

194	Stone Petroleum Products, Inc	Unleaded Gasoline	\$ 8,322.55
195	Stone Petroleum Products, Inc	Ultra LSD Fuel	\$ 3,041.68

TOTAL **\$ 536,639.25**

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

RESOLUTION NO. R2014-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DECLARING CERTAIN EQUIPMENT AS SURPLUS; DETERMINING THAT CERTAIN EQUIPMENT IS TO BE DISPOSED OF THROUGH ON-LINE AUCTION OR DONATION TO A NON-PROFIT ORGANIZATION IF THERE IS A NEED AND JUNK TO BE DISPOSED OF AS TRASH; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood is the owner of certain equipment identified by attached Exhibit "A", and

WHEREAS, the City Commission of the City of Wildwood has determined that the equipment is surplus because the equipment is no longer of use by or a benefit to the City.

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

1. The Property identified in attached Exhibit "A" is hereby declared surplus.
2. The property may be donated to another nonprofit agency that has a need, or auctioned through an on-line auction company, and items considered Junk may be disposed of as trash.
3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2014, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION,
CITY OF WILDWOOD, FLORIDA

SEAL

ATTEST: _____
Cassandra Lippincott, City Clerk

Ed Wolf, Mayor

CITY OF WILDWOOD
DEPARTMENT SURPLUS LIST

NOTE: ALL Equipment/vehicles/furnishings/property must be declared Surplus by Resolution of the City Commission.

Please log items with all information requested and state if the item should be for auction/bid/sale/donation or junk to be trashed. Provide the location where the equipment is being held. Resolutions will be prepared in the City Clerk's office for presentation to the Commission as lists are accumulated. Upon declaration of surplus the items will be disposed of in a manner approved by the Commission/City Manager.

The City Clerk Dept will assist in providing Cost.

Items for auction/bid/sale will be listed by Fleet Services or Clerk/Finance on the Public Group website, which is open to anyone to register and bid.

ASSET#	Condition	Auction-Bid-Sale-Donation-Junk	Date	Dept	Description	Serial Number
100029	Needs Repair				Color Cells Sign Innovation (CC784)	A45452
	Needs Repair				Acer LCD Monitor (V223W)	ETLC30813713204BCC4258
	Unrepairable				Ativa Shredder (DQ120D)	42007
	Needs Repair				Canon Calculator (MP27D)	20274494
	Needs Repair				Ativa Keyboard (611460)	(none)
	Needs Repair				Genica Keyboard (GN151)	(none)
120119	Needs Repair				Genica Keyboard (GN151)	(none)
130206	Needs Repair				View Sonic Monitor (E773)	DP94703759
120113	Unknown				HP ScanJet 5550C	SG45M311P
150033	Needs Repair				CD Writer 4432 CPU	(none)
	Needs Repair				IBM Correcting Selectric III Typewriter	(none)
130024	Needs Repair				IBM Selectric Wheelwriter 10 Typewriter	11-0200538
130163	Needs Repair				HP DeskJet 9300 (C8136A)	CN390851Q6
	Needs Repair				HP OfficeJet Pro L7590 (CB821A)	MY85A240XK
130094	Needs Repair				APC-BK650MC UPS (Uninterruptible Power Supply)	PB0307323181
160001	Needs Repair				APC-BX900R UPS (Uninterruptible Power Supply)	BB0916000983
160012	Needs Repair				APC-BE750BB UPS (Uninterruptible Power Supply)	3B0610X07774
300034	Needs Repair				APC-BE650G UPS (Uninterruptible Power Supply)	3B1123X28917
150131	Needs Repair				HP Officejet 7410 A-I-O (Q3462A)	MX556K818Q
120139	Needs Repair				APC-BR900 UPS (Uninterruptible Power Supply)	5B0846T35271
130133	Needs Repair				APC-BK500M UPS (Uninterruptible Power Supply)	PB991123112
130195	Needs Repair				APC-BX1000 UPS (Uninterruptible Power Supply)	QB0617292548
130174	Old Techn				TTX-1777B Monitor	G6CG2AA002415
150179	Needs Repair				HP OfficeJet L7680 A-I-O (CB189A)	MY84J851W0
	Needs Repair				Radiant Heater HQH307	(none)
130043	Old Techn				IMS CPU	(none)
130046	Old Techn				IMS CPU	(none)
130158	Old Techn				IMS CPU	52235976
130175	Old Techn				IBM CPU	KP-CVA22

RESOLUTION NO. R2014-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR RESERVATION FEES FOR USE OF OXFORD COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE. RESCINDING RESOLUTION NO. R2010-04.

WHEREAS, the City of Wildwood provides the opportunity to the citizens of the City to use the Oxford Community Center facility.

WHEREAS, the City has a need for a fee to be charged for the use of the Oxford Community Center.

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

1. City of Wildwood shall charge a non-refundable reservation fee of \$10.00 for use of the Oxford Community Center.

2. The rental charge for use of the Oxford Community Center shall be \$20.00 per hour.

3. A Damage/Security/Clean-up Deposit in the amount of \$ 50.00, shall be paid at the time of reservation for use of the Oxford Community Center. This deposit shall be returned to the user within 30 days following the event unless damages are incurred to City property, additional cleaning is required, or time used is in excess of time paid for. Fees and costs associated with such will be deducted from the deposit prior to its return to user.

4. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

DONE AND RESOLVED, this _____ day of _____, 2014, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

Ed Wolf, Mayor

ATTEST: _____
Cassandra Lippincott, City Clerk

RESOLUTION NO. R2014-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADDING A NEW POLICY 8.23 PURCHASING POLICY TO THE CITY OF WILDWOOD PERSONNEL RULES AND REGULATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff at the City of Wildwood has determined there is a need to provide employees with procedures and policies on purchasing items and the usage of purchase orders, credit (purchasing) cards, and fleet cards; and

WHEREAS, staff at the City of Wildwood believes it is appropriate to clarify expectations with respect to the purchase of items and the usage of purchase orders, credit (purchasing) cards, and fleet cards.

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

SECTION 1: Policy 8.23 Purchasing Policy is hereby added to the City of Wildwood Personnel Rules and Regulations as attached.

SECTION 2: This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

PASSED AND RESOLVED this 12th day of May, 2014, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____

Ed Wolf, Mayor

Approved as to form:

Ashley Hunt, City Attorney

Policy 8.23. PURCHASING POLICY.

A. SUBJECT: Procedure for purchasing of items. (Full Purchasing Manual available in City Clerk/Finance Department).

B. PURPOSE. The City Commission of the City of Wildwood has put in place certain limits to be used when purchasing items. This policy is to clarify those limits and set forth procedures for making purchases within the departments through the use of purchase orders, credit (purchasing) cards, and fleet cards.

C. POLICY. The policy of the City is to follow the rules and regulations set by the City Commission of the City of Wildwood on the purchasing of items, including the usage of purchase orders and credit (purchasing) cards.

D. PROCEDURE.

1. Limits:

- a. \$10,000 and over – Bids (formal or informal depending upon what is being purchased) required prior to purchase. Must be approved by the City Commission.
- b. Over \$2000 up to \$9,999.99 – purchase must be approved by the City Commission.
- c. \$500.00 up to \$2,000 – authorization may be given by the City Manager when necessary and proper to do so without the necessity of formal or informal solicitation of bids. The City Manager may approve such purchases without approval of the City Commission.
- d. \$1 up to \$499.99 – authorization can be given by the Department Head when necessary and proper to do so without the necessity of form or information of solicitation of bids.

2. Purchase Order usage:

- a. Purchase orders will be used on any item from \$100 and up. The purchase order will provide the Vendor Information, cost information, and quantity. This should be filled out and approved prior to the purchase of the item.
- b. Purchase orders of \$100 up to \$499.99 will require approval of the Department Head.
- c. Purchase orders of \$500 and up to \$2000.99 will require approval of the City Manager.
- d. Purchases orders \$2001 and up to \$9,999.99 – will need to be approved by the City Commission.

3. Credit (Purchasing) Card usage:

- a. Credit (purchasing) cards are available from Department Heads to use whenever making smaller purchases, purchases on-line, or making reservations for training. The limits outlined above are still in place when using a credit (purchasing) card.
- b. Credit (purchasing) cards are NOT to be used for vehicle repairs, cash advances, or contract items (no exceptions).

- c. Whenever possible, tax exempt certificates are to be used when using the credit (purchasing) card.
 - d. All credit (purchasing) card receipts must be turned into the City Clerk/Finance Department with the appropriate approval and account coding.
 - e. Lost credit (purchasing) cards are to be reported to the City Clerk/Finance Department immediately for cancellation of the card.
 - f. Unauthorized usage of a credit (purchasing) card is considered theft and the appropriate disciplinary action, up to and including termination, will be taken. See Chapter IX CONDUCT, SEPARATIONS AND DISCIPLINARY ACTIONS of the Personnel Policies and Procedures Handbook.
4. Fleet Card usage
- a. Fleet cards are issued to improve efficiency in purchasing fuel from any vendor that accepts the City of Wildwood fleet card.
 - b. Fleet cards are to be used to purchase fuel only. No other types of purchases are allowed.
 - c. Fleet cards are issued per vehicle and should be left with the vehicle in a secure manner.
 - d. Fleet card transactions are limited to under \$100.
 - e. Fleet card receipts are to be given to the Department Head for submittal to City Clerk/Finance Department with the monthly invoice.
 - f. Lost fleet cards are to be reported to the Department Head immediately for cancellation of the card.
 - g. Unauthorized usage of a fleet card is considered theft and the appropriate disciplinary action, up to and including termination, will be taken. See Chapter IX CONDUCT, SEPARATIONS AND DISCIPLINARY ACTIONS of the Personnel Policies and Procedures Handbook.

EFFECTIVE DATE: May 12, 2014

LAST REVISED: _____

RESOLUTION 2014-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA ADDIING A NEW POLICY 9.6 SAFETY IN THE WORKPLACE POLICY TO THE CITY OF WILDWOOD PERSONNEL RULES AND REGULATIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff at the City of Wildwood has determined there is a need to add a Safety in the Workplace Policy to the current Personnel Rules and Regulations; and

WHERAS, the addition of such a policy has a cost savings to the City of Wildwood as to its Liability Insurance; and

WHEREAS, staff at the City of Wildwood has put together a Safety Committee which has met and put together this Safety in the Workplace Policy.

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

SECTION 1: Policy 9.6 Safety in the Workplace Policy is hereby added to the City of Wildwood Personnel Rules and Regulations as attached.

SECTION 2: This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood, Florida.

PASSED AND RESOLVED this 12th day of May, 2014, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____

Ed Wolf, Mayor

Approved as to form:

Ashley Hunt, City Attorney



Deposit Account Resolution and Authorization for Business Entities

R2014-17

I. Business Entity Account Information

Name City Wildwood		Business Type State & Local Public Funds
Governed By	Taxpayer ID Number 596000450	Date Resolution and Authorization Adopted 00/00/0000
Account Number(s) 0416001152185		

The undersigned in Section IX or X hereby certify to SunTrust Bank ("Bank") that the above named Business Entity is organized and existing under the laws of the State of Florida and has been registered in the manner prescribed by law and is currently in full compliance with all requirements relating to its organization and continued existence under applicable law.

These resolutions and authorizations apply to the above referenced deposit account(s) (hereinafter "Account") currently open with the Bank and any additional Accounts opened in the future in the name of the Business Entity. For purposes of this resolution and authorization, Accounts will include any certificates of deposit in the name of the Business Entity. These resolutions and authorizations shall remain in full force and effect until written notice in a form acceptable to the Bank of their rescission or modification certified by the appropriate authorized individual(s) applicable to the Business Entity has been received by Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto and Bank shall be held harmless from any claims, demands, expenses, loss, or damage resulting from, or growing out of, honoring the acts or instructions of any individual so certified or authorized in these resolutions to sign by delegation of authority in accordance herewith or refusing to honor any signature not so certified or authorized.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, that Bank be and is hereby designated a depository for the Business Entity; that any one of the individuals or entities named in Section III below is an "Authorized Signer" and is authorized to act, give instructions, access information, use Bank's services, and perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity with Bank or services provided to Business Entity by the Bank, to enter into on behalf of the Business Entity any of Bank's agreements including checking, savings, certificates of deposit, wire or electronic funds transfer, night deposit, cash management, or other treasury management services agreements and to delegate to any other individual or entity his or her authority to act, give instructions, access information, use Bank's services, perform transactions, and enter into agreements on behalf of the Business Entity, including agreements that delegate his or her authority to other individuals or entities with respect to the Business Entity's Accounts or Bank's services; that the Business Entity shall be bound by the terms and conditions of all such agreements and Bank's Rules and Regulations for Deposit Accounts related thereto, all as now existing or as amended from time to time; and that any Authorized Signer named in Section III, is authorized on behalf of this Business Entity to sign and to endorse for deposit, negotiation or collection, any and all checks, drafts, certificates of deposit, savings certificates, items or other instruments or written orders for the payment of money payable by or to the order of this Business Entity. Signatures and endorsements, if any, may be in writing, by stamp, or otherwise affixed, with or without designation or signature of the person so endorsing, it being understood that all prior endorsements on such items are guaranteed by this Business Entity, regardless of the lack of an express guarantee in the endorsement of this Business Entity.

Further Resolved, Bank is hereby directed to honor, pay and charge to the Accounts of this Business Entity, without inquiry as to the circumstances of the issuance or application of the proceeds of, any checks, drafts, items or other written orders on any of this Business Entity's Accounts with Bank, whether payable to, endorsed or negotiated by or for the credit of any person signing the same or any other of the Authorized Signers named in Section III when signed by any of the Authorized Signers named in Section III.

III. Officers/Owner/General Partners/Members/Managers/Governors authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate authority on behalf of the Business Entity

The full name, title, and signature of each person authorized to act, give instructions, access information, use Bank's services, perform transactions, enter into agreements, and delegate his or her authority on behalf of the Business Entity as described in the resolutions set forth in this document is immediately below. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity is entered in the column headed "Name", applicable title of General Partner, Member or Manager is entered in the column headed "Title", and the name of the individual signing on behalf of that entity and individual's title or position are entered in the column headed "Signature" and the individual signs directly underneath his/her name and title. The individual must provide a resolution on that entity reflecting the individual's authority.]

User ID	UFCL104	Account Number	0416001152185
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Name	Title	Signature
ED WOLF	Signer	
PAMALA BIVINS	Signer	
CASSANDRA LIPPINCOTT	Signer	
BILL ED CANNON	Signer	
MARENA D ROBERTS	Signer	

IV. Facsimile Signatures (Complete this section only if machine or facsimile stamped signatures are to be used on items.) Further Resolved, that Bank is hereby requested, authorized and directed to honor any check, draft, item or other written order on any of this Business Entity's Accounts with Bank when bearing or purporting to bear the following authorized machine or facsimile signature of any of the above named individuals whose signatures are reproduced below, regardless of by whom or by what means the actual or purported machine or facsimile signatures may have been affixed. The Business Entity shall indemnify and hold the Bank harmless from any and all claims, expenses, losses, damages and costs, including attorneys' fees, resulting from, or growing out of the Bank's honoring the facsimile signature of any of the following individuals, its refusal to honor any facsimile signature of an individual not named below, or resulting from the unauthorized use of the instrument used to provide the facsimile signatures by persons other than authorized individuals.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer

V. Additional Signatories on Business Entity's Accounts. Further resolved, the following individual(s) are authorized as additional signatories only to sign and to endorse for deposit or collection any checks, drafts, or other instruments or written orders for the payment of money payable to the order of the Business Entity and to sign checks, drafts, items or other written orders, and initiate wire or funds transfers and execute Bank's Funds Transfer Authorization wire request and disclosure form on any of the Business Entity's Accounts with Bank. [Instruction: If an additional signatory is not authorized to sign on all Accounts, specify the Account Number applicable to the signatory as indicated below.] Refer to the **Signature Card(s) on the Account(s) for signatures of the Additional Signatories.**

Additional Signatory's Name	Position with Entity	Specific Deposit Account Number(s) Applicable to Signatory (Complete only if signatory is <u>not</u> authorized on all accounts)

VI. Qualification Certification for Public Fund, Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to earn interest on a checking account (NOW Account)

Mark this section with an "X" only if Business Entity is eligible to earn interest on a checking account.
 I/We further certify that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) – (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The undersigned certifies that there are no limits to the undersigned's powers to adopt this Authorization and to attest that the resolutions stated herein are accurate and that this Deposit Account Resolution and Authorization is in conformity with the provisions of the organizational instruments, which include the Business Entity's charter, bylaws, operating agreement, partnership agreement, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound and does not violate the provisions thereof.

VIII. Prior Acts. All previous acts of or on behalf of the Business Entity as provided for above are hereby approved and ratified.

IX. Certification—Corporation or Professional Corporation. I, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions and authorizations are in full force and effect and have not been amended or rescinded.

User ID UFCL104 Account Number 0416001152185

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Corporation this 07th of May, 2014.

(Affix Seal here, if available)

Authorized Signature

Name and Title of President, Secretary, Assistant Secretary or Other Officer as designated in the Corporation's Bylaws

X. Certification—Limited Liability Company, Partnership, Public Fund, Sole Proprietorship, Unincorporated Organization or Association, or Other Entity. I/We, the undersigned, hereby certify to Bank that the above is a true copy of resolutions and authorizations of said Business Entity and that such resolutions are in full force and effect and have not been amended or rescinded. [Instruction: If the General Partner, Member or Manager is also an entity (e.g., a corporation, LLC, or partnership), the name of the entity and the word "By" are entered in the column headed "Signature"; the individual signing on behalf of that entity signs directly below the name of the entity; and the name of the individual and individual's title or position are entered in the column headed "Title". The individual must provide a resolution on that entity reflecting the individual's authority.]

Name and Title	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature Requirement instructions

The following signatures are required to complete and certify the Deposit Account Resolution and Authorization to be correct:

- **Corporations:** Corporate Officers authorized to act on behalf of the corporation named in Section III should include the **President and Secretary** and any other applicable corporate officers, such as Vice President or Treasurer. The **President, Secretary, Assistant Secretary, or other corporate officer as designated in the bylaws of the corporation** is required to **certify** the Deposit Account Resolution and Authorization under Section IX.
- **Limited Liability Companies:** Section III and X require the signatures of all **members/managers/board members**, unless the Operating Agreement authorizes one or more members/managers/board members to conduct banking business, in which case the signatures of all such authorized members/managers/board members are sufficient.
- **Public Fund Entities:** Section III requires the signatures of individuals authorized to sign on behalf of the Public Fund Entity as **designated by the governing unit**, e.g., Board of County Commissioners, Mayor, Secretary of State, etc. The individual(s) authorized to **represent the governing unit** is required to certify the Deposit Account Resolution and Authorization under Section X.
- **Partnerships:** Section III and X require the signatures of **all General Partners**, unless the Partnership Agreement designates one or more partners to conduct banking business and perform banking transactions. In such cases, the designated general partner(s) are named in Section III as the **General Partners** authorized to act on behalf of the entity and these same General Partners will certify the Deposit Account Resolution and Authorization under Section X.
- **Sole Proprietorships:** Section III and X require the signature of the proprietor (owner) or in the case of a spousal proprietorship, the signatures of the husband and wife who own the Business Entity.
- **Unincorporated Organizations or Associations:** Section III requires the signatures of the **Officers or Positions** designated in the Organization or Association's bylaws or charter as authorized to act on behalf of the organization or association. The **President or Secretary** of the organization or association (or other individual designated to do so) is required to certify the Deposit Account Resolution and Authorization under Section X.

Bank Use Only

Bank Number 0175	Cost Center Number 1344120	Cost Center Name WILDWOOD OFFICE	
Prepared By Christian Linan		Phone Number (352)748-0158	Date 05/07/2014
Account Number(s)			
Verification Method			

User ID UFCL104 Account Number 0416001152185

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: R2014-18

REQUESTED ACTION: Approval of Resolution R2014-18

<input type="checkbox"/> Work Session (Report Only)	DATE OF MEETING: <u>5/12/2014</u>
<input checked="" type="checkbox"/> Regular Meeting	<input type="checkbox"/> Special Meeting

CONTRACT: <input checked="" type="checkbox"/> N/A	Vendor/Entity: _____
Effective Date: _____	Termination Date: _____
Managing Division / Dept: _____	_____

BUDGET IMPACT: _____

<input type="checkbox"/> Annual	FUNDING SOURCE: _____
<input type="checkbox"/> Capital	EXPENDITURE ACCOUNT: _____
<input checked="" type="checkbox"/> N/A	

HISTORY/FACTS/ISSUES:

Resolution R2014-18 is a Resolution authorizing signers for the BB&T bank accounts. This has been necessitated by the retirement of Joseph Jacobs and the subsequent hiring of a new City Clerk/Chief Financial Officer. BB&T is in the process of preparing the appropriate Resolutions and we expect them to be here by the meeting time on Monday evening; however, in the event they are not, we would request that the Commission approve R2014-18, authorizing the following signers for the following accounts:

Signers: Ed Wolf, Pamala Bivins, Cassandra Lippincott, Bill Ed Cannon, Marena D Roberts

Accounts: Tree Mitigation Account	Account#0000148245452
USDA Grant Police Vehicles	Account #0000148245444
Wildwood Winter Wonderland	Account#0000148245231
Water Sewer 2013 Debt Refi & Construc.	Account#0000240478382
Water Sewer Debt Refi Sinking Acct.	Account#0000240478374
Payroll Acct Resolution No858	Account#1100000371961

CITY OF WILDWOOD

CITY COMMISSION REPORT

Commission Meeting Date: May 12, 2014

Subject: CR 462 Water Main Extension

Submitted By: Bruce H. Phillips, PE, PLS, Utility Director

Department: Utility Department

Staff Recommendation (Motion Ready): Recommend the award of the CR 462 Water Main extension to Hamlet Construction in amount of \$125,880.00.

BACKGROUND:

- At the January 27, 2014 Commission meeting. The City Commission authorized Kimley Horn and Associates, Inc. to proceed with the design and permitting of an 8” water main to connect the existing main at the Providence to the existing water main on CR 462 near the St. Vincent Catholic Church.

FINDING, CONCLUSIONS AND RECOMMENDATIONS:

FINDINGS:

- This extension to “close the loop” is necessary to provide adequate fire flows and pressures to the Turkey Run development.

CONCLUSIONS:

- Hydraulic models of the City’ water distribution system indicate this loop will provide the required fire flows and pressures to the proposed development.
- KHA, with the approval of City staff solicited, from the City’s “Minor Utility Services” contractors, a bid for the construction of the project.
- KHA’s Opinion of Probable Cost \$133,232.00
- Hamlet Construction bid \$125,880.00
- Rainey Construction bid \$138,705.00

LEGAL REVIEW: N/A

RECOMMENDATIONS:

- Staff recommends award of the project to Hamlet Construction in the amount of \$125,880.00.

FISCAL IMPACT:

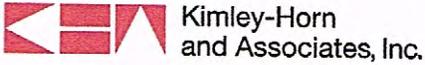
- The Turkey Run Project will generate \$16,946.10 in Water TIE fees, the balance \$108,933.90 will come from the Water TIE fee account with an unencumbered balance of \$261,622.50 as of February 28, 2014.

ALTERNATIVES:

- Without this extension, the City would not be able to provide the required fire flows and pressure for the development.

SUPPORT MATERIAL:

- KHA Memorandum dated April 24, 2014 from Richard Busche, PE, CFM to myself, recommending the award to Hamlet Construction.
- KHA 60% design estimate of \$133,232.00.
- Hamlet Construction bid in the amount of \$125,880.00.
- Rainey Construction bid in the amount of \$138,705.00.



Memorandum

To: Bruce Phillips, P.E., PLS, City of Wildwood Utility Director

From: Richard Busche, P.E., CFM

A handwritten signature in blue ink, appearing to read 'RBP', is written over the printed name of Richard Busche.

Date: April 24, 2014

Re: **C462 Water Main Extension; Kimley-Horn Project Number 142173140**

On behalf of the City of Wildwood, Kimley-Horn has received and reviewed the proposals by the City's pre-qualified Utility Minor Services Contractors for the C462 Water Main Extension Project. Proposals were submitted on April 18, 2014 and evaluated for completeness and adherence to the project specifications.

The received proposals were as follows:

Contractor	Bid Amount
Hamlet Construction	\$125,880.00
Rainey Construction	\$138,705.00

The apparent low bidder is Hamlet Construction with a total bid amount of \$125,880.00. We recommend that the City award them the project and commence with contract execution and notice to proceed.

Please let us know if you need any further information at this time.

RVB/aep

Cc: File



ENGINEER'S OPINION OF PROBABLE COST					
CITY OF WILDWOOD					
CR 462 WATER MAIN EXTENSION - 60% DESIGN ESTIMATE					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER MAIN CONSTRUCTION					
1	Mobilization, Restoration and Maintenance of Traffic	1	LS	10,000.00	10,000.00
2	8" PVC DR-18 C900 PVC	2,450	LF	25.00	61,250.00
3	10" PVC DR-18 C900 PVC	20	LF	28.00	560.00
4	8" Gate Valve	6	EA	2,000.00	12,000.00
5	8" Cap	3	EA	200.00	600.00
6	8" Tee	2	EA	650.00	1,300.00
7	8" 90 Degree Bend	2	EA	400.00	800.00
8	8"x10" Reducer	2	EA	400.00	800.00
9	10" 45 Degree Bend	2	EA	550.00	1,100.00
10	10" 11.25 Degree Bend	2	EA	550.00	1,100.00
11	10" HDPE DR-11 Directional Drill	124	LF	90.00	11,160.00
12	18" PVC DR-18 C905 PVC	57	LF	50.00	2,850.00
13	Air Release Valve Assembly (Including cover)	2	EA	4,000.00	8,000.00
14	Fire Hydrant Assembly	2	EA	4,800.00	9,600.00
WATERMAIN CONSTRUCTION SUBTOTAL					\$ 121,120.00
SUMMARY					
WATERMAIN CONSTRUCTION SUBTOTAL					121,120.00
10% CONTINGENCY					12,112.00
TOTAL					133,232.00
<p><i>The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.</i></p>					

SECTION 00300 BID FORM													
BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	QUANTITY	UNIT	UNIT PRICE	AMOUNT	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
WATER MAIN CONSTRUCTION				RAINEY				HAMLET					
1	Mobilization	1	LS	1	LS	\$2,000.00	\$2,000.00	1	LS	\$1,500.00	\$1,500.00		
2	Maintenance of Traffic	1	LS	1	LS	\$2,800.00	\$2,800.00	1	LS	\$1,925.00	\$1,925.00		
3	Sod and Restoration	4,950.0	SY	4950	SY	\$2.50	\$12,375.00	4950	SY	\$2.20	\$10,890.00		
4	Survey & As-builts	1	LS	1	LS	\$3,750.00	\$3,750.00	1	LS	\$3,025.00	\$3,025.00		
5	Testing	1	LS	1	LS	\$2,000.00	\$2,000.00	1	LS	\$2,250.00	\$2,250.00		
6	8" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	2,450	LF	2450	LF	\$28.00	\$68,600.00	2450	LF	\$25.50	\$62,475.00		
7	10" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	20	LF	20	LF	\$30.00	\$600.00	20	LF	\$26.00	\$520.00		
8	8" Gate Valve	9	EA	9	EA	\$1,300.00	\$11,700.00	9	EA	\$1,215.00	\$10,935.00		
9	HDPE to PVC Transition Sleeve	2	EA	2	EA	\$950.00	\$1,900.00	2	EA	\$875.00	\$1,750.00		
10	10" 45 Degree MJ Bend	2	EA	2	EA	\$525.00	\$1,050.00	2	EA	\$490.00	\$980.00		
11	10" 11.25 Degree MJ Bend	2	EA	2	EA	\$525.00	\$1,050.00	2	EA	\$490.00	\$980.00		
12	10" HDPE DR-11 Directional Bore	124	LF	124	LF	\$90.00	\$11,160.00	124	LF	\$75.00	\$9,300.00		
13	20" PVC DR-18 C905 PVC	57	LF	57	LF	\$142.00		57	LF	\$130.00			
14	Air Release Valve Assembly (Including cover)	1	EA	1	EA	\$3,000.00	\$3,000.00	1	EA	\$2,930.00	\$2,930.00		
15	Fire Hydrant Assembly	3	EA	3	EA	\$3,200.00	\$9,600.00	3	EA	\$3,390.00	\$10,170.00		
16	Type "F" Curb and Gutter	40	LF	40	LF	\$18.00		40	LF	\$20.00			
17	Open Cut Crossing Restoration	600	SF	600	SF	\$11.75		600	SF	\$10.00			
				SUBTOTAL				\$131,585.00	SUBTOTAL				\$119,630.00
ALTERNATE DIRECTIONAL BORE IN LIEU OF OPEN CUT				RAINEY				HAMLET					
1	10" HDPE DR-11 Directional Bore	58	LF	58	LF	\$90.00	\$5,220.00	60	LF	\$75.00	\$4,500.00		
2	HDPE to PVC Transition Sleeve	2	EA	2	EA	\$950.00	\$1,900.00	2	EA	\$875.00	\$1,750.00		
				SUBTOTAL				\$7,120.00	SUBTOTAL				\$6,250.00
				GRAND TOTAL				\$138,705.00	GRAND TOTAL				\$125,880.00

Bidder	Stated Bid Total	Actual Bid Total	CERTIFICATION	PUBLIC ENTITY	DRUG FREE	REGISTRATION	REFERENCE	BID BOND
Paqco, Inc.	\$111,414.25	#REF!	X	X	X	X	X	X
C.W. Roberts	\$159,808.85	#REF!		X	X	X		X
Pospiech	\$171,265.50	#REF!	X	X	X	X	X	X
John Finch	\$186,248.45	#REF!	X	X	X	X	X	X
Villages Roofing	\$203,033.00	#REF!		X	X	X	X	

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Construction Plans relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within thirty (30) calendar days and final completion within forty-five (45) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of five-hundred (\$500) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. <u>1</u> , Date: <u>4-8-14 EMAIL</u>	No. _____, Date: _____
No. <u>2</u> , Date: <u>4-9-14 EMAIL</u>	No. _____, Date: _____
No. <u>3</u> , Date: <u>4-16-14 EMAIL</u>	No. _____, Date: _____
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.



BID FORM CITY OF WILDWOOD CR 462 WATER MAIN EXTENSION					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER MAIN CONSTRUCTION					
1	Mobilization	1	LS	1,500.00	1,500.00
2	Maintenance of Traffic	1	LS	1,925.00	1,925.00
3	Sod and Restoration	4,950	SY	2.20	10,890.00
4	Survey & As-builts	1	LS	3,025.00	3,025.00
5	Testing	1	LS	2,250.00	2,250.00
6	8" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	2,450	LF	25.50	62,475.00
7	10" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	20	LF	26.00	520.00
8	8" Gate Valve	9	EA	1,215.00	10,935.00
9	HDPE to PVC Transition Sleeve	2	EA	875.00	1,750.00
10	10" 45 Degree MJ Bend	2	EA	490.00	980.00
11	10" 11.25 Degree MJ Bend	2	EA	490.00	980.00
12	10" HDPE DR-11 Directional Bore	124	LF	75.00	9,300.00
13	20" PVC DR-18 C905 PVC	57	LF	130.00	7,410.00
14	Air Release Valve Assembly (Including cover)	1	EA	2,930.00	2,930.00
15	Fire Hydrant Assembly	3	EA	3,390.00	10,170.00
16	Type "F" Curb and Gutter	40	LF	20.00	800.00
17	Open Cut Crossing Restoration	600	SF	10.00	6,000.00
WATER MAIN CONSTRUCTION SUBTOTAL \$					133,840.00
SUMMARY					
TOTAL					133,840.00

ALTERNATE (INSTEAD OF OPEN CUT)					
1	10" HDPE DR-11 Directional Bore	60	LF	75.00	4,500.00
1	HDPE to PVC Transition Sleeve	2	EA	875.00	1,750.00
TOTAL					6,250.00

Sincerely,

Charles D. Bell, P.E.
Hamlet Underground
Vice President

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 133,840.00

WORDS: ONE HUNDRED THIRTY THREE THOUSAND, EIGHT HUNDRED AND FORTY DOLLARS

THIS PROPOSAL DATED THIS 18th day of APRIL, 2014

ATTEST:

Witness:


Signature

MONICA JONES

Printed Name

By:


Authorized Signature (Principal)

CHARLES D. BELL, VICE PRESIDENT

Printed Name, Title

HAMLET UNDERGROUND, INC.

Company Name

Address:

4260 N.E. 35TH STREET

OCALA, FLORIDA 34479

27-4978177

Employee I.D. No.

CUC1224966

Florida State Certified General
Contractor's License Number

Telephone Number: (352) 236-3355

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Construction Plans relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within ninety (90) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within thirty (30) calendar days and final completion within forty-five (45) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of five-hundred (\$500) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.



BID FORM CITY OF WILDWOOD CR 462 WATER MAIN EXTENSION					
ITEM	DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	AMOUNT
I. WATER MAIN CONSTRUCTION					
1	Mobilization	1	LS	2,000.00	2,000.00
2	Maintenance of Traffic	1	LS	2,800.00	2,800.00
3	Sod and Restoration	4,950	SY	2.50	12,375.00
4	Survey & As-builts	1	LS	3,750.00	3,750.00
5	Testing	1	LS	2,000.00	2,000.00
6	8" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	2,450	LF	28.00	68,600.00
7	10" PVC DR-18 C900 PVC (includes all fittings and restrained joints)	20	LF	30.00	600.00
8	8" Gate Valve	9	EA	1,300.00	11,700.00
9	HDPE to PVC Transition Sleeve	2	EA	950.00	1,900.00
10	10" 45 Degree MJ Bend	2	EA	525.00	1,050.00
11	10" 11.25 Degree MJ Bend	2	EA	525.00	1,050.00
12	10" HDPE DR-11 Directional Bore	124	LF	90.00	11,160.00
13	20" PVC DR-18 C905 PVC	57	LF	142.00	8,094.00
14	Air Release Valve Assembly (Including cover)	1	EA	3,000.00	3,000.00
15	Fire Hydrant Assembly	3	EA	3,200.00	9,600.00
16	Type "F" Curb and Gutter	40	LF	18.00	720.00
17	Open Cut Crossing Restoration	600	SF	11.75	7,050.00
WATER MAIN CONSTRUCTION SUBTOTAL					\$ 147,449.00
SUMMARY					
TOTAL					147,449.00

ALTERNATE DIRECTIONAL BORE IN LIEU OF OPEN CUT					
1	10" HDPE DR-11 Directional Bore	58	LF	90.00	5,220.00
2	HDPE to PVC Transition Sleeve	2	EA	950.00	1,900.00
TOTAL					7,120.00

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ 147,449.00

WORDS: One hundred forty-seven thousand, four hundred forty-nine dollars

THIS PROPOSAL DATED THIS 18th day of April, 2014

ATTEST:

Witness:

[Signature]
Signature

Matthew Bass
Printed Name

By:

[Signature]
Authorized Signature (Principal)

Ike Rainey, President
Printed Name, Title

Rainey Construction Co
Company Name

Address:

4477 East CR 462

Wildwood, FL 34785

90-0095113
Employee I.D. No.

Florida State Certified General
Contractor's License Number

Telephone Number:

352-748-0955

END OF SECTION

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Tri-Party Developer's Agreement: Amsdell Ventures, Miryala and City

Execution of the Agreement

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: May 12, 2014
 Special Meeting

CONTRACT:

N/A
 Effective Date: _____
 Managing Division / Dept: _____

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

This is an agreement between the City and two projects concerning the construction and maintenance of the water and wastewater infrastructure necessary to serve the projects. The Compass Storage and the Miryala Office projects are located on C-466 (across from Walmart) at the far reaches of the City's utility system.

The amount of TIE fees that would have been collected for these projects would not have covered the cost of the installation of the water and wastewater infrastructure. Therefore, Staff has prepared this agreement the terms of which include:

- The developers (both Amsdell and Miryala) are responsible for construction and permitting of the water and wastewater infrastructure;
- The developers will own and maintain the wastewater infrastructure (forcemain and E-1 lift stations);
- The City will own and maintain the 12" water main;
- The developers will not be charged water or wastewater TIE fees;
- The developers will be charged Connection fees in accordance with City Code.

The Agreement has been reviewed by all potentially affected Departments including the City Attorney. **Staff recommends execution of the Tri-Party between Amsdell Storage Ventures XV, LLC, Anirudha Miryala, and the City.**



Jason F. McHugh, AICP
 Assistant City Manager/Director of Strategic Planning

**TRI-PARTY DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF WILDWOOD AND
AMSDELL STORAGE VENTURES XV, LLC
AND ANIRUDHA MIRYALA**

This agreement, effective this ____ day of _____, 2014, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Amsdell Storage Ventures XV, LLC (hereinafter called "Amsdell"), and Anirudha Miryala (hereinafter called "Miryala.")

RECITALS

WHEREAS, Developer's Agreements strengthen the public planning process, encourage sound capital improvements planning, and assist in assuring that there are adequate capital facilities for development;

WHEREAS, City is a regional water, wastewater, reuse water and municipal services provider;

WHEREAS, Amsdell owns in fee simple certain real property in Sumter County, Florida, described on attached Exhibit "A" (the "Amsdell Property").

WHEREAS, Miryala owns in fee simple certain real property in Sumter County, Florida, described on attached Exhibit "B" (the "Miryala Property").

WHEREAS, Amsdell's and Miryala's proposed developments require access to water, wastewater, and other municipal services;

WHEREAS, Amsdell and Miryala desire to procure services, including, but not limited to, water, wastewater, and other municipal services, from the City for the properties, and City desires to provide water, wastewater, and other municipal services to the properties.

WHEREAS, Developers will construct all utility lines, roadways, sidewalks, signage, open space, common areas, entrance monuments, amenities, storm water facilities and other similar improvements in accordance with City standards.

WHEREAS, The parties desire to enter into this Agreement confirming their agreement regarding the furnishing of municipal services, including but not limited to water, wastewater, and other municipal services for the Property.

WHEREAS, This Agreement and all stipulations and covenants made herein are acknowledged to be subject to the approval of every County, Regional, State and Federal regulatory agency having jurisdiction of the subject matter of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertakings of City and Developers and other good and valuable considerations, these parties covenant and agree with each other as follows:

1. **Incorporation of Recitals and Exhibits.** The parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes. The contents, terms and provisions of all Exhibits which are attached to this Agreement and referenced herein are, by this reference, incorporated into this Agreement for all purposes.
2. **Definitions.** For the purposes of this Agreement, in addition to those terms which are specifically defined elsewhere in this Agreement the following terms shall have the following definitions:
 - A. ***“Amsdell Property”*** The real property described in the attached Exhibit “A.”
 - B. ***“Agreement”*** – This Developer’s Agreement, as the same may subsequently be amended, modified or supplemented pursuant to its terms and provisions.
 - C. ***“Connection Fee”*** – Those charges of the City for a customer’s proportionate share of the capital costs of the water and wastewater utility plant capacities allocated to a new or modified customer connection, as defined in City Ordinances and Resolutions.
 - D. ***“County”*** – Sumter County, Florida, a political subdivision of the State of Florida.
 - E. ***“Developers”*** - refers to Amsdell and/or Miryala.
 - F. ***“Equivalent Residential Unit”*** – As defined by City Ordinance, also referred to in this Agreement as “ERU”. The term “Equivalent Residential Connection”, also referred to as “ERC”, is synonymous with “ERU”.
 - G. ***“Miryala Property”*** – The real property described on the attached Exhibit “B.”
 - H. ***“Parties”*** – Refers to Amsdell, Miryala, and the City.
 - I. ***“Properties”*** – The Amsdell property and the Miryala property.
 - J. ***“Significant Progress”*** – When storm water basins, roadway bases, curbs and underground utilities have been completed or are under construction pursuant to a valid Permit (or Permits) issued by City for such work.
 - K. ***“Transmission Infrastructure Extension Fee”*** – Those charges by City for a customer’s proportionate share of the capital costs of the water and wastewater

utility main lines and connection lines, as defined by City Ordinances and Resolutions, and is also referred to herein as a "TIE Fee" or "TIE Fees".

3. Developer's Obligations.

A. TIE Fees, Connection Fees and Capacity.

1. TIE Fees.

- a) The Developers are responsible for the construction and permitting of the 12" potable water line and sanitary sewer force main and E-1 lift stations necessary to service the properties in accordance with each respective developer's site plans. The Developers will not be assessed a Transmission Infrastructure Extension (TIE) Fee by the City for potable water and sanitary sewer services.
- b) The Developers may enter into a separate agreement concerning the shared cost for the construction, permitting, and maintenance of the water line and force main.

2. Connection Fees and Capacity.

- a) The water and wastewater Connection Fees shall be calculated according to the rate schedule adopted by City and in effect at the time the Developers pays the applicable Connection Fee for their respective development.
- b) Developers must proceed with due diligence toward the use of all connections.
- c) Connection Fees are not reserved by City on speculation and such reservation may be rescinded by the City if Significant Progress is not made within twenty four (24) months of the date the initial Connection Fee was paid by each respective developer.
- d) The following actions must be completed by the Developers prior to the reservation of water or wastewater ERU's:
 - 3.A.2.d.1.** Each developer must complete and file the City's Concurrency Reservation application for their respective developments. The Concurrency Reservation application shall state the amount of ERUs that are to be reserved and shall be consistent with the amount of ERUs that are necessary to service each respective development.
 - 3.A.2.d.2.** 50% of the Connection Fee shall be paid upon the filing of the Concurrency Reservation Application. 25% of

the Connection Fee shall be paid on issuance of each Construction Permit. 25% of the Connection Fee shall be paid on issuance when awarded a Certificate of Occupancy.

3.A.2.d.3. This Developer's Agreement, and all attachments, must be fully executed by Developers and City.

4. Developers' Responsibility after Connection to City's Water and Wastewater Systems. After connection to City's water and wastewater systems:

- A. Developers shall be jointly responsible for ownership and maintenance of the force main up to the point of connection to the existing City force main located at the southwest quadrant of the intersection of CR 466 and CR-105. Each developer will be individually responsible for their respective service laterals and E-1 lift stations.
- B. Developers shall be responsible for the water service lines from the Developers' side of the water meter for their respective developments.

2. City's Responsibility after Developers' Connection to City's Water and Wastewater Systems. After connection to City's water and wastewater systems:

- A. After completion of construction and upon acceptance by the City, approval of as-builts, and receipt of all regulatory clearances, the City shall be responsible for ownership and maintenance of the 12" potable water main.

3. General Provisions.

- A. **Notices.** With respect to any Notices required to be given under the terms of this Agreement, such Notices shall be deemed given and effective:
 - 1. Three (3) calendar days after the date they are deposited in the United States Mail, postage prepaid, return receipt requested, addressed to the Parties at the following respective addresses or such other address as provided by a Party pursuant to this Section; or
 - 2. The date of actual delivery by hand or by a recognized national overnight delivery service such as Federal Express, UPS, or Express Mail, addressed to the parties at the following respective addresses or such other address as provided by a party pursuant to this Section:

AS TO THE CITY: City of Wildwood
Attn: Bill Ed Cannon
City Manager
100 N. Main Street
Wildwood, FL 34785

With Copy To: Ashley S. Hunt, Esq.
Hunt Law Firm, P.A.
601 South 9th Street
Leesburg, FL 34748

With Copy To: City of Wildwood
Attn: Bruce Phillips, P.E.
Utilities Director
100 N. Main Street
Wildwood, FL 34785

AS TO AMSDELL: Asmdell Storage Ventures XV, LLC
C/O Manager
20445 Emerald Parkway
Suite 220
Cleveland, OH 44135

With Copy To: George Moraitis
Moraitis, Cofar, Karney & Moraitis
915 Middle River Drive
Fort Lauderdale, FL 33304

AS TO Miryala: Anirudha Miryala
2777 CR 202
Oxford, FL 34484

Any party may modify the address for notices set forth above by providing notice of the change of address to all parties to this Agreement, which notice is to be provided in accordance with the requirements of this Section.

B. Default Provisions.

1. The terms of this Agreement shall not entitle any Party to cancel, rescind, or otherwise terminate this Agreement. However, such limitations shall not affect in any manner any other rights or remedies which a Party may have hereunder or under applicable law by reason of any such breach.

2. All easements, rights and covenants contained herein shall be enforceable by suit for specific performance and mandatory injunctive relief, in addition to any other remedy provided by law or equity.
3. No Party shall be entitled to pursue any action for specific performance, injunctive relief, or any other available remedy arising out of a default under this Agreement until the non-defaulting Party has provided to the Party alleged to be in default a written Default Notice (with, if applicable, a copy to any other Party to this Agreement) specifying the specific nature of the default, and the alleged defaulting Party has failed to cure the default within thirty (30) days of the effective date of the Default Notice. In the event the cure of a default reasonably requires greater than the thirty (30) day time period specified, the grace period granted herein shall, if the defaulting Party has initiated cure of the default within the thirty (30) day time period and is continuing to pursue completion of the cure with due diligence, extend the reasonable time period required for the cure of the default.
4. In the event of a material default by Developers with respect to its obligations to City under this Agreement, and failure of Developers to cure the default within the grace period set forth above, in addition to any other remedies available to them under the terms of this Agreement City shall be entitled to withhold issuance of additional development permits or authorizations until the default has been cured.

C. Estoppel Statements.

1. Each Party agrees that upon written request from time to time of any other Party it will timely issue at no charge to a current or prospective lender to such Party, or to a current or prospective purchaser or successor party to such other Party, or to another governmental entity requesting or requiring the same, an Estoppel Statement stating:
 - a) Whether the Party to whom the request has been directed knows of any default by any Party under this Agreement, and if there are known defaults, specifying the nature thereof.
 - b) Whether this Agreement has been assigned, modified or amended in any way by such Party (and if it has, stating the nature thereof).

- c) That to the best of the requested Party's knowledge this Agreement, as of the Estoppel Statement date, is in full force and effect.
- d) That (if known by the requested Party, if not known by the requested Party that Party shall reply only with respect to any monies owed to it) to the best of the requested Party's knowledge there are not any monies currently owed by any Party to another Party under the terms of this Agreement, or if there are monies owed, the amount and details of all monies owed.
- e) That, as to the Project or as to a specific parcel therein (as applicable, based upon the request) there are no moratoriums or suspensions of the right to procure Development Orders, Building Permits, or Certificate of Occupancy or other development approvals in effect as of the date of the Estoppel Statement.

Such written statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based on facts contrary to those asserted against a bona fide mortgagee or purchaser for value without knowledge of facts to the contrary of those contained in the Estoppel Certificate who has acted in reasonable reliance upon the statement; however, such statement shall in no event suggest the Party furnishing it to any liability whatsoever, notwithstanding the negligent or other inadvertent failure of such Party to disclose correct and/or relevant information.

- D. **Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- E. **Binding Effect.** The parties to this Agreement represent to each other that each party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their

respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.

- F. **Headings.** The headings contained within this Agreement are for identification purposes only, and shall not be construed to amend, modify, or alter the terms of the Agreement.
- G. **Severability.** Except as otherwise set forth herein, in the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.
- H. **Survival of Representations and Warranties.** All representations and warranties contained herein are made in writing by the parties in connection herewith shall survive the execution and delivery of this Agreement.
- I. **Successors and Assigns.**
1. All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.
 2. Upon a sale or other transfer of a Parcel or a portion thereof, the terms and provisions of this Agreement, as applicable, shall remain in full force and effect as to the Parcel or a portion of the Parcel.
- J. **Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Sumter County, Florida.
- K. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.
- L. **Amendment of Agreement.** This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the parties against whom enforcement of said change, modification or discharge is sought.

- M. **Gender.** As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural, and the plural shall include the singular as the context may require.

- N. **Effective Date.** This Agreement shall become effective upon completion of its execution by all Parties, and the recordation of the Agreement in the Public Records of Sumter County, Florida.

IN WITNESS WHEREOF the Parties have executed this Developer's Agreement on the day and year set forth below their respective signatures.

**DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND AMSDELL STORAGE VENTURES XV, LLC
AND ANIRUDHA MIRYALA**

**CITY OF WILDWOOD, FLORIDA, a
Florida Municipal Corporation**

By: _____

Title: _____

Date: _____, 2014

*APPROVED AS TO FORM AND
LEGALITY:*

Ashley Hunt , City Attorney

ATTEST:

Cassandra Lippincott, City Clerk

APPROVED BY THE WILDWOOD CITY COMMISSION ON _____, 2014.

DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND AMSDELL STORAGE VENTURES XV, LLC
AND ANIRUDHA MIRYALA

Amsdell Storage Ventures XV, LLC, a
Delaware limited liability company
By: Amsdell Construction, Inc.
Its: Manager

By: 

Todd C. Amsdell, President

Date: April 16, 2014

STATE OF FLORIDA
COUNTY OF Orange

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by
Todd C. Amsdell of Amsdell Storage Ventures XV, LLC, a Delaware limited
liability company, who is:

Personally known by me, OR
 Produced a driver's license as identification.

Dated: this 16th day of April, 2014.



Print Name: Melissa A Rose
Notary Public, State of Florida
Commission number: EE103716
Commission expires: Oct 7, 2015

**DEVELOPER'S AGREEMENT
BETWEEN CITY OF WILDWOOD AND AMSDELL STORAGE VENTURES XV, LLC
AND ANIRUDHA MIRYALA**

ANIRUDHA MIRYALA

By: [Signature]

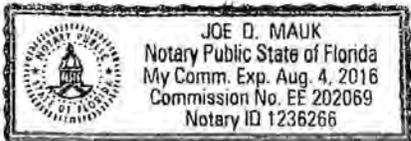
Date: 02/18/14, 2014

STATE OF FLORIDA
COUNTY OF Sumter

The foregoing DEVELOPER'S AGREEMENT was acknowledged before me by ANIRUDHA, who is:

- Personally known by me, OR
- Produced a driver's license as identification.

Dated: this 18th day of February, 2014.



[Signature]
 Print Name: Joe Mauk
 Notary Public, State of Florida
 Commission number: 1236266
 Commission expires: 8/4/16

SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A		Legal and Map – Amsdell Property
B		Legal and Map – Miryala Property

Exhibit A

LEGAL DESCRIPTION – Amsdell Property (Parcel ID D17=062)

THE EAST 274.80 FEET OF BLOCKS "E" AND "F", AND BLOCKS "H AND "I", IN THE TOWN OF OXFORD AND THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS: (SOUTHWESTERLY ADJOINER)

COMMENCE AT THE NORTHWEST CORNER OF THE EAST 274.80 FEET OF BLOCK "E", RUN S00°00'20"W, 230.00 FEET TO THE POINT OF BEGINNING; THENCE RUN S89°44'09"E, 210.00 FEET, THENCE S00°00'20"W, 557.60 FEET, THENCE N89°44'09"W, 210.00 FEET, THENCE N00°00'20"E, 557.60 FEET TO THE POINT OF BEGINNING.

ALSO LESS: (SOUTHERLY ADJOINER)

THAT PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE N89°23'30"W, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", N00°24'09"E, 180.00 FEET; THENCE S89°23'30"E, 291.77 FEET; THENCE S81°07'56"E, 104.41 FEET; THENCE S89°23'30"E, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE S00°24'09"W, 165.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

THAT PORTION OF BLOCKS "E" AND "H" IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING SOUTH OF THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466, SAID SOUTH RIGHT OF WAY LINE BEING 25.00 FEET SOUTH OF AND PARALLEL WITH THE CENTERLINE OF COUNTY ROAD 466, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT OF INTERSECTION WITH THE EAST LINE OF THE NW 1/4 OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA AND THE CENTERLINE OF COUNTY ROAD 466; THENCE S00°24'09"W, 25.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 466; THENCE N89°23'30"W ALONG SAID SOUTH RIGHT OF WAY LINE, 348.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°23'30"W, 351.16 FEET; THENCE S01°54'45"W, 10.73 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHERLY, AND HAVING A RADIUS OF 8,950.00 FEET, AND A CHORD BEARING AND DISTANCE OF S87°16'43"E, 141.11 FEET; THENCE EASTERLY

ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $00^{\circ}54'12''$, AN ARC DISTANCE OF 141.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 9,050.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}20'00''$, AN ARC DISTANCE 210.58 FEET; THENCE $N00^{\circ}24'09''E$, 22.91 FEET TO THE POINT OF BEGINNING.

ALSO LESS (EASTERLY ADJOINER)

THE EAST 348.23 FEET OF BLOCKS H AND I, IN THE TOWN OF OXFORD AND THE EAST 348.23 FEET OF THAT PART OF MAIN STREET LYING BETWEEN THE ABOVE DESCRIBED BLOCKS, ALL IN THE TOWN OF OXFORD ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 32 AND 33, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

LESS:

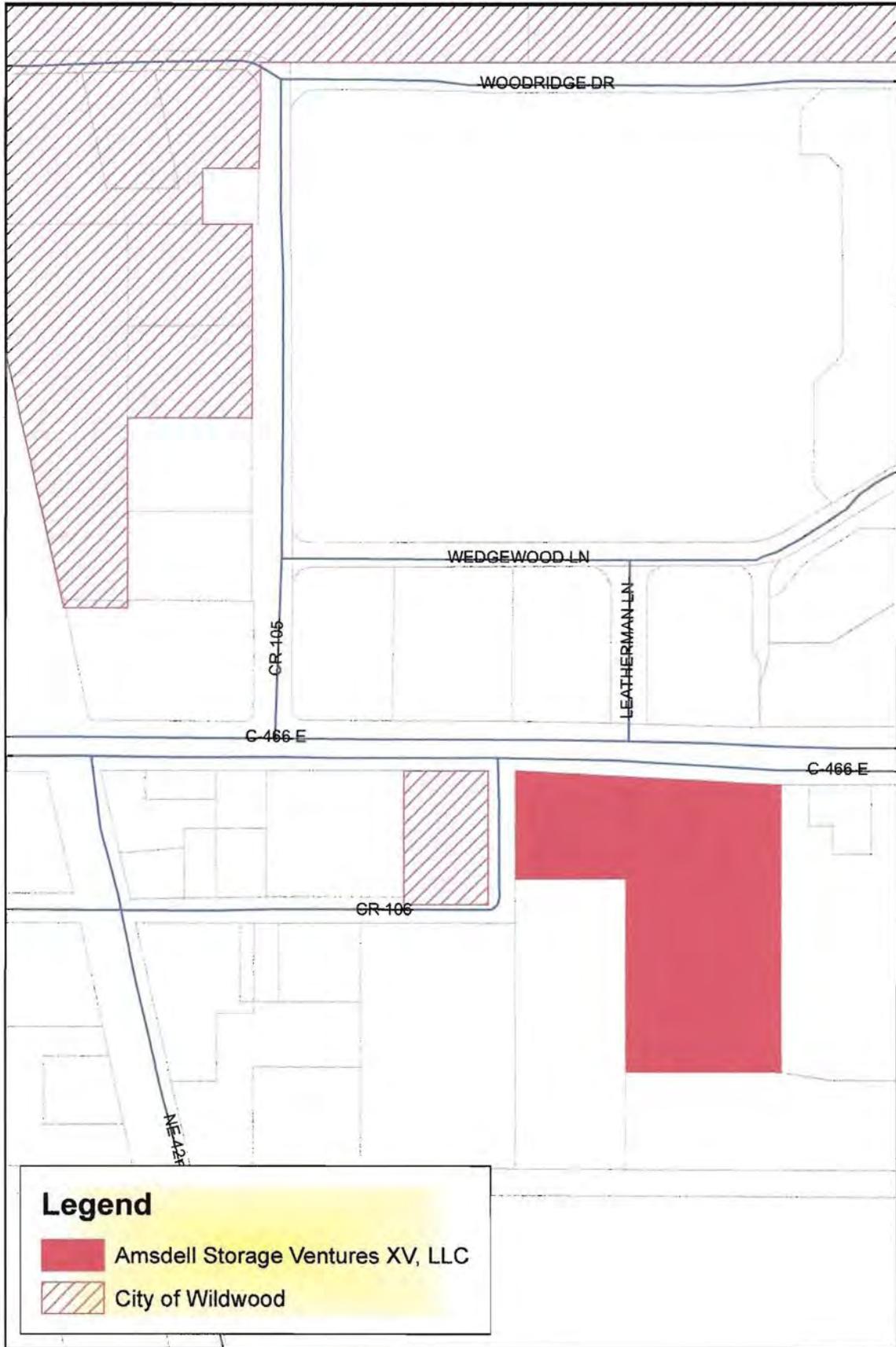
THE NORTH 25.00 FEET THEREOF FOR COUNTY ROAD 466.

ALSO LESS:

ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED TRACT:

BEGIN AT THE SOUTHEAST CORNER OF SAID BLOCK "I"; THENCE $N89^{\circ}23'30''W$, ALONG THE SOUTH LINE OF BLOCKS "I" AND "F", 640.00 FEET TO THE EAST LINE OF THE WEST 210.00 FEET OF THE EAST 274.80 FEET OF SAID BLOCK "F"; THENCE DEPARTING SAID SOUTH LINE OF BLOCK "F", $N00^{\circ}24'09''E$, 180.00 FEET; THENCE $S89^{\circ}23'30''E$, 291.77 FEET; THENCE $S81^{\circ}07'56''E$, 104.41 FEET; THENCE $S89^{\circ}23'30''E$, 244.96 FEET TO THE EAST LINE OF BLOCK "I"; THENCE $S00^{\circ}24'09''W$, 165.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 207,007 SQUARE FEET OR 4.752 ACRES MORE OR LESS.



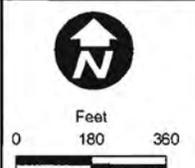
K:\TerraGIS\Maps\Location\Location - Amsdell Storage Ventures XV, LLC.mxd - 8/28/2013 3:05:03 PM - tuncel

Legend

-  Amsdell Storage Ventures XV, LLC
-  City of Wildwood



City of Wildwood
 100 North Main Street
 Wildwood, FL 34485
 Phone: (352) 330-1330
 www.wildwood-fl.gov



AMSDELL STORAGE VENTURES XV, LLC

WILDWOOD, FLORIDA

August 2013

LOCATION MAP

Exhibit B

LEGAL DESCRIPTION – Miryala Property (Parcel ID D17=054)

BEGIN 86.00 FEET EAST OF THE NORTHWEST CORNER OF BLOCK E, OXFORD, AS RECORDED IN PLAT BOOK 1, PAGES 32, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, AND RUN SOUTH 269.47 FEET, EAST 161.22 FEET, NORTH 269.45 FEET, WEST 161.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 1.0 ACRES, MORE OR LESS.



F:\TermGIS\Wgpa\Location - Miryala Property.mxd - 5/6/2014 9:56:58 AM - tonel

Legend

-  Miryala Property
-  City of Wildwood



City of Wildwood
100 North Main Street
Wildwood, FL 34485
Phone: (352) 330-1330
www.wildwood-fl.gov



Feet
0 125 250

MIRYALA PROPERTY

WILDWOOD, FLORIDA

MAY 2014

Location Map