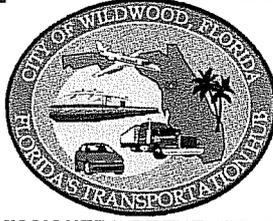


Agenda



Agenda

CITY COMMISSIONERS OF THE CITY OF WILDWOOD

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

July 12th, 2010
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	None at this time	
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* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

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

3. NEW BUSINESS – ACTION REQUIRED

a. MINUTES

1. Minutes of Regular Meeting held on June 28th, 2010 (Attachments – Staff recommends approval)

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

1. None

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-21, declaring water department vehicle as surplus (Attachments – Staff Recommends Approval)

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Waste Management 's Contract for Solid Waste and Recycling Services – review/discussion/approval (Attachments – Board Option)

f. **FINANCIAL**

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

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Request to set public hearings in August for JPA (Joint Planning Agreement) (Attachments – Board Option)
2. Review/approval of Satisfaction of Original Warranty for repair work done on the city's water tank, by Superior Tank, and, approval of newly issued Warranty for Repairs (Attachments – Board Option)
3. Approval requested from Carolyn Ford of God's Glory Ministries for a "walk-a-thon" on city streets on July 17th, 2010 (Attachments – Board Option)

4. **ADJOURN:**

~~~~~

**NOTES – NO ACTION REQUIRED:**

- a. None

**REPORTS:**

**CITY MANAGER:**

1. FYI – Year Round Water Conservation Measures document from SWFWMD (Attachment)
2. FYI – Quarterly Report from Don Dixon, Building Services Director (Attachment)
3. FYI – Quarterly Report from Gene Kornegay, Public Works Director (Attachment)
4. FYI – Quarterly Report from Jason Hargrove, Parks & Rec Coordinator (Attachment)
5. FYI – Quarterly Report from Jason McHugh, Development Services Coordinator (Attachment)
6. FYI - SCBOCC to hold a public hearing on July 27<sup>th</sup> regarding CR470 PD&E route determination (NO Attachment)
7. DCA Development Order Updates and Prop Share Agreement for Landstone and Wildwood Springs DRI's (NO Attachments)

# 1. TIMED ITEMS AND PUBLIC HEARINGS

|                |  |                   |
|----------------|--|-------------------|
| 7:00 PM<br>(a) |  | None at this time |
|----------------|--|-------------------|

\* Quasi Judicial Hearing

2. **REPORTS AND PUBLIC INPUT**

- **SPECIAL PRESENTATION:** None at this time

**(a) CITY MANAGER:**

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

None

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

(See "f" below)

**(b) CITY ATTORNEY:**

(1)

**(c) CITY CLERK:**

(1)

**(d) COMMISSION MEMBERS:**

(1)

**(e) PUBLIC FORUM:**

(1)

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

1. FYI – Year Round Water Conservation Measures document from SWFWMD (Attachment)
2. FYI – Quarterly Report from Don Dixon, Building Services Director (Attachment)
3. FYI – Quarterly Report from Gene Kornegay, Public Works Director (Attachment)
4. FYI – Quarterly Report from Jason Hargrove, Parks & Rec Coordinator (Attachment)
5. FYI – Quarterly Report from Jason McHugh, Development Services Coordinator (Attachment)
6. FYI - SCBOCC to hold a public hearing on CR 470 July 27<sup>th</sup> (NO Attachment)
7. DCA Development Order Updates and Prop Share Agreement for Landstone and Wildwood Springs DRI's (NO Attachments)



FOR YOUR INFORMATION...

*This fact sheet is offered as a courtesy to assist in supporting greater understanding of water-related issues in the Southwest Florida Water Management District.*

## Year-Round Water Conservation Measures

### Effective Date and Areas

- The District's year-round water conservation measures go back into effect July 1, 2010 except where stricter measures have been imposed by local governments. Always refer to your local government or utility restrictions.
- Restrictions apply to all of Charlotte, Citrus, DeSoto, Hardee, Hernando, Highlands, Hillsborough, Manatee, Pinellas, Polk, and Sumter counties; and portions of Lake and Levy counties.
- Unincorporated Pasco County and unincorporated Sarasota County have local ordinances and are expected to remain on one-day-per-week restrictions.
- The City of Ocala and unincorporated Marion County will continue to follow the St. Johns River Water Management District's water restrictions; however, the City of Dunnellon and The Villages remain under the Southwest Florida Water Management District's water restrictions.

### Lawn Watering Schedule and Times

- Lawn watering is limited to twice per week.
- Unless your city or county has a different schedule or stricter hours in effect,
  - Even addresses may water on Thursday and/or Sunday before 10 a.m. or after 4 p.m.
  - Odd addresses may water on Wednesday and/or Saturday before 10 a.m. or after 4 p.m.

### Landscape Watering Schedule and Times

- Hand watering and micro-irrigation of plants (other than lawns) can be done on any day and at any time.

### New Lawns and Plants

- New lawns and plants have a 30-30 establishment period, which allows any-day watering during the first 30 days.
- During the second 30 days, watering is allowed three days per week: even-numbered addresses may water on Tuesday, Thursday and Sunday; odd-numbered addresses may water Monday, Wednesday and Saturday.

### Reclaimed Water

- Reclaimed water remains subject to voluntary watering hours, unless blended with another water source or restricted by the local government or utility.

### Fountain Operation, Car Washing and Pressure Washing

- There are no restrictions on fountains, car washing and pressure washing.
- However, the Districts asks that residents be as efficient as possible, such as using a shut-off nozzle on their hose, so water isn't wasted.

### Communications Department

Michael Molligan  
Communications  
Director

(352) 796-7211, ext. 4750

Robyn Felix  
Media Relations  
Manager

(352) 796-7211, ext. 4770

Building Services Department  
 Second Quarter  
 4-1-10 thru 6-30-10

(f. 2.) FYI - Quarterly Report from Don Dixon,  
 Building Services Director

*DD*  
*7-1-10*

REC'D 7.1.10  
 DATE *[Signature]*  
 EXECUTIVE DEPT.

|                                                 |                     |
|-------------------------------------------------|---------------------|
| <b>Building Services Dept.</b>                  |                     |
| <b>Revenue from permitting</b>                  | <b>\$119,384.22</b> |
| <b>Permits Issued</b>                           |                     |
| <b>Building</b>                                 | <b>44</b>           |
| <b>Including the following:</b>                 |                     |
| SFR's-22                                        |                     |
| Commercial-3                                    |                     |
| Electric                                        | <b>38</b>           |
| Demo                                            | <b>1</b>            |
| Gas                                             | <b>1</b>            |
| Mechanical                                      | <b>44</b>           |
| Mobile Home                                     | <b>1</b>            |
| Plumbing                                        | <b>34</b>           |
| Roofing                                         | <b>35</b>           |
| Sign                                            | <b>7</b>            |
| Pools                                           | <b>1</b>            |
| <b>Total Permits Issues</b>                     | <b>206</b>          |
| <b>Total Inspections Performed</b>              | <b>928</b>          |
| <b>Code Enforcement</b>                         |                     |
| <b>Revnuce from code enforcment</b>             | <b>0.00</b>         |
| <b>Violations Processed Thru Special Master</b> |                     |
| Demo                                            | <b>0</b>            |
| Closed                                          | <b>0</b>            |
| Open                                            | <b>0</b>            |
| Leins                                           | <b>0</b>            |
| Total                                           | <b>0</b>            |
| <b>Violations Processed Thru Letters</b>        |                     |
| Open                                            | <b>3</b>            |
| Closed                                          | <b>12</b>           |

City of Wildwood  
Public Works Department  
410 Grey Street  
Wildwood, Florida 34785  
Phone: 352-330-1343 Fax: 352-330-1353

REC'D 7.7.10  
EXECUTIVE DEPT.

# Memo

**To:** Robert Smith  
**From:** Gene Kornegay  
**Cc:** Commission  
**Date:** 7/7/2010  
**Re:** Quarterly Report

This is a brief summary of special duties that we have accomplished this quarter.

Refuse Department

340 yards of material was delivered to the limb burner.

7.21 tons of leaves and grass were picked up.

Public Works

|                                 |              |
|---------------------------------|--------------|
| Completed: April 88 work orders | 55 pay piles |
| May 67 work orders              | 41 pay piles |
| June 66 work orders             | 49 pay piles |

Cleaned up tree work on Powell St, Roy St, Legion Ave, County Rd 181 and Curry St.

Road Repairs were made on Lee St, High St, CR 242, Industrial Dr, CR 213, Phillips Dr, St Clair St, Huey St, Broken Oak, Inside Oak Grove Village, New Hampshire, First Ave, Stewart St, CR 114, CR 121, Fifth Ave, Fourth Ave, Intersection of 4<sup>th</sup> & 5<sup>th</sup> Ave, Clark St, CR 209, CR 202, CR 203, CR 205, Crestview Cir, Stanley Ave, Jackson St & Kilgore, Jackson St & Moss St, Hence St & Ross St, Mill St & Kilgore, Ross St, Mill St, Orange St, CR 44A West.

Working the Grower's Market.

We are maintaining 60 plus miles of right-of-way mowing.



## **PARKS & RECREATION DEPARTMENT**

### **QUARTERLY REPORT**

**July 2010**

- ❖ Parks & Recreation Board
  - We had our best turn out of the year this past meeting (July 6<sup>th</sup>). We had 3 new members come aboard.
  
- ❖ Athletics
  - Adult Flag Football started with 5 teams. It will be a very successful season.
  - Youth Baseball and Softball (Wildwood Dixie Youth) seasons have ended and All Stars have taken place. The 11/12 year old All Star team has won their district and will be playing in Freeport, FL in the State Championship on July 17<sup>th</sup>
  - Softball fields have been top-dressed.
  - Youth Basketball is scheduled to start in September with Registration starting in August. I am waiting on approval from school board on the dates.
  - Cornhole/Ladderball Tournaments will be starting in the Fall.
  - I am putting budgets together for Adult Volleyball and Basketball seasons. The seasons will not start until early 2011 if dates I send to school board are approved.
  - I am putting together budgets for Dodgeball, Ultimate Frisbee, and 3 vs 3 Basketball Tournaments. These tournaments are schedule to take place in early and throughout 2011
  
- ❖ Special Events
  - I am working on starting 2 new Special Events for 2011, Senior Night (ages 50 and up) and Teen Night (ages 13-17). Also, I will be meeting with the Sumter 44 Lions Club Wildwood about sponsoring the 2<sup>nd</sup> Annual Easter Egg-Stravaganza

❖ Programs

- Line Dance was cancelled due to instructor becoming ill. I am looking for a new instructor for the class.
- Glass Engraving class is picking up. Classes were starting out being only once a week, but they have started to come up to twice a week.
- Painting classes have picked back up at the Oxford Center and are going strong.
- I have met with a Zumba instructor regarding starting a class at the Wildwood Community Center. We are discussing dates and contract to see if it can work out with instructor schedule.

❖ Parks and Beautification Areas

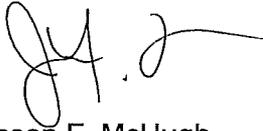
- We have planted seasonal flowers in all beautification areas in the city (Begonias)
- Weekly schedule has been made to address any issues at the MLK Softball Field
- Grants are being sought to fund the lighting at the Millennium Park Softball Fields and for upgrades to the walking trails at Millennium and MLK Parks.
- Continual work on parks, athletic fields, and boat ramp.



DSD is coordinating with the Department of Community Affairs regarding the Evaluation and Appraisal Report (EAR) of the Comprehensive Plan which is required by F.S. § 163.3191. The EAR must be adopted by 6/1/2011.

DSD continues to monitor Amendment 4, also known as Hometown Democracy. With many important questions left unanswered, even by state level attorneys, the effects on the City are unknown should the amendment pass.

There have been a few smaller projects undergoing staff review which will come before the Commission in the weeks to come. Development inquiries have increased over the last 3 months, perhaps a sign that activity may increase over the next quarter.



Jason F. McHugh  
Development Services Coordinator

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

#### **a. MINUTES**

1. Minutes of Regular Meeting held on June 28<sup>th</sup>, 2010 (Attachments – Staff recommends approval)

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

1. None

#### **c. RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2010-21, declaring water department vehicle as surplus (Attachments – Staff Recommends Approval)

#### **d. APPOINTMENTS**

1. None

#### **e. CONTRACTS AND AGREEMENTS**

1. Waste Management 's Contract for Solid Waste and Recycling Services – review/discussion/approval (Attachments – Board Option)

#### **f. FINANCIAL**

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

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

1. Request to set public hearings in August for JPA (Joint Planning Agreement) (Attachments – Board Option)
2. Review/approval of Satisfaction of Original Warranty for repair work done on the city's water tank, by Superior Tank, and, approval of newly issued Warranty for Repairs (Attachments – Board Option)
3. Approval requested from Carolyn Ford of God's Glory Ministries for a "walk-a-thon" on city streets on July 17<sup>th</sup>, 2010 (Attachments – Board Option)

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA  
REGULAR MEETING  
DATE: June 28, 2010 TIME: 7:00 PM  
CITY HALL COMMISSION CHAMBER

(Meeting taped)

The City Commission of the City of Wildwood met in regular session June 28, 2010 at 7:00 p.m. in the City Hall Commission Chamber.

Present were: Mayor Wolf; Commissioners Strickland, Clark, and Bivins. Also present: City Manager Smith, City Clerk Jacobs, City Attorney Blair, Lt. Valentino, and AVT Law.

Commissioner Allen was absent.

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

1. TIMED ITEMS AND PUBLIC HEARINGS:

- a. Ordinance No. O2010-11, an ordinance rescinding Ordinance-2010-04, reclassifying zoning; providing terms and conditions; amending official zoning map; etc. (attachments- staff recommends approval)

Melanie Peavy was sworn in by Mayor Wolf and provided a review of what this ordinance involves. Melanie state the rear set backs are being reduced from 10' to 5' from the primary and accessory structures on lots 279-283. These lots about the Club house Planning and Zoning has recommended favorable approval.

Motion by Commissioner Strickland, second by Commissioner Clark that Ordinance No. 02010-11, an ordinance of the City of Wildwood, reclassifying the zoning from county RPUD to City planned Unit Development for certain property within the City of Wildwood, Florida owned by Parkwood Sumter Properties, Inc.; Providing fro the terms and conditions of the Planned Unit Development; Providing for consistency with the Comprehensive Plan; Providing for amendment to the official zoning map; Providing for severability; Providing for conflict; Rescinding ordinance #2010-04; Providing for an effective date, is adopted on second and final reading. Motion carried. All voting yea.

\*Quasi-Judicial

2. REPORTS AND PUBLIC INPUT:

Special Presentation: By Karen Krauss, Supervisor of election, and Jerri Blair, City Attorney regarding City election issues- discussion with Commission (attachments- Board option

Karen Krauss- informed the Commission that in talking with Mr. Arnold, the County Administrator, they came up with the idea of her contributing due to the economic situation and the County and City working together to provide the best service to our citizens, as other departments have had to do. She is talking with all the Cities about having their City election on the same ballot as the general election that she is in charge of. She has to do these elections anyway and this would allow for services at a better cost. She has experienced cuts to her budgets and has never charged the cities in the past for her services, but it is getting to the point that she will have to ask for some kind of contributions from the City if things continue as they have been. She feels that combining has it pluses. She will handle qualifying and the canvassing of the results after the election is over, as well as preparation of the ballots. She will be glad to answer any questions.

City Manager stated we have had the Attorney working on this issue and he wanted to see if the Commission consented on us moving forward to having City elections at the same date and time of each general election. City Manager commented that not only will it save us money, but he also feels that increase voter turnout. City Manager states that a lot of the things needed to be done can be done be implemented by Ordinance and/or Resolution.

A proposed ordinance is included in the agenda packet. It reflects that there will need to be an extension of three Commission terms for one additional year in order to come in compliance with the general election dates; Commissioner Bivins and Clark and also Mayor Wolf. The proposed ordinance also reflects that the date of the Election will have to be changed also. It will be up to the Commission whether or not to change the swearing in date or the date the newly elected Commissioner takes office.

Attorney Blair stated that qualifying would also change to the Month of June and therefore it would be a longer time before the actual election date. Attorney Blair also explained that the Election Supervisor would also take care of qualifying our candidates and the canvassing of the returns, wherein now those functions are handled by the City Clerk's office.

Attorney Blair advised the Commission that some parts of the Charter will have to be changed by a referendum, and we will need to have an election this year on our time.

Mrs. Krauss mentioned that early voting would also be provided as a means of getting the voters out. She will also handle all the absentees.

Attorney Blair stated the ordinance was presented tonight for information. There are a few technical things that have to be decided. What will be on the referendum and what will not and whether the Commission would want to put the extension of the terms to referendum.'

Mrs. Krauss stated we would need to pay close attention to the qualifying dates which is 45 days prior to both elections. We can't have qualifying after the date of dropping absentees.

Mayor Wolf asked that this be brought back to the Commission in a simplified form as to what is to be done by ordinance and what is to be done by referendum and that he would like to have Commissioner Allen's comments prior to any action.

Clerk Jacobs referenced the memo from the Attorney that is in the agenda packet.

Attorney Blair indicated she will do a bullet point on the issues and City Manager Smith suggested that it be presented along with the first reading of the ordinance.

Commissioner Clark asked how confusing it will be to determine City voters from Non-City voters. Mrs. Krauss stated that everything is already coded so that everyone will get their appropriate ballot.

Clerk Jacobs noted that we will have to have a special election in December to cover the Referendum as this is not a regular election year.

Mrs. Krauss reported that because of changes in the law, she already has requests for Absentee ballots through 2012 that covers all elections including the special election the City will have to have. This could help increase the voter response.

a. City Manager

1. Copy of plaque received from DCA- Planning Excellence Award presented to the City of Wildwood- Wildwood was one of five (5) communities to be awarded. INFORMATION ONLY
2. FDOT response to emergency signal light at US 301 and Rutland Ave.  
City Manager reported that his study was done over a 4 hour period. This came about because the County was looking at an emergency signal for better access from the Fire Department and how to cross 301 safely, and the City was asked if we wanted to have it included as more of a pedestrian access as well. He told them yes, but the study revealed that accidents and pedestrian crossings were minimal therefore the emergency signal was not approved. Another study could be done in the future. - INFORMATION ONLY
3. Update on privatization of refuse services  
The contract with Waste Management will be brought to the Commission on July 12<sup>th</sup>. The City has been in constant negotiations with them and in communication with their local representatives. INFORMATION ONLY
4. Update on Gamble Street retention  
City Manager reports that it is pretty much officially done. We experienced some huge flooding last week but the amount of rain was quite exceptional. The pond did do what it was designed to do by taking the Gamble Street flood but also received 301 flooding. We are working with FDOT to make sure they take care of their own storm-water. - INFORMATION ONLY.
5. Update on IT (information technology)  
City Manager reported that he is talking with the County and The Villages IT support on trying to get fiber optic to not only City Hall but the Community Center as well to hopefully improve our computer capabilities. This will be brought back to the Commission some time in August. INFORMATION ONLY

6. U.S. 301 widening project will get started as of July 1<sup>st</sup>. The contract has been awarded to Rainey Construction. 301 will be widening from North of the Bridge to 214. Clearing and grubbing should happen shortly. A lot of trees will be removed from the right of way, but they do have a certified arborist to make sure what can be saved will be saved. The completion date is set for October 28, 2011.
7. Gloria Rankin – Girls Night Out  
City Manager reported he met with this morning and he has pointed her in the right direction and she is getting her vendors together to actually have events on Thursday nights. This will be brought back to the Commission in August.
8. JPA  
City Manager reported that at the next meeting we will be setting up public meetings and hearings for the JPA adoptions which include law enforcement, building services, transit and economic development.
9. CR 470  
City Manager reports the County held a public hearing 2 weeks ago. Another is scheduled for July 27<sup>th</sup>. He will be attending.
10. Budget workshop  
The first budget session is set for July 6<sup>th</sup>. Draft copies of the budget and his presentation should already be in the Commission's possession. He will be out of town this week but will be available by email if there are any questions.

b. City Attorney

Attorney Blair stated she sent the Commission an update of the ongoing litigation the City is involved in. City Manager Smith and the Commissioners indicate they have not seen such a report. City Manager will check emails, but reports that other departments have indicated a problem with receiving information from the Attorney's office. No further information.

c. City Clerk

None

d. Commission Members

Mayor Wolf reported that he had received a call from Brad McNeil informing him that the bridge north of town was opened and to try it out. Mayor stated assumes the lights will come after they tear the old bridge down and get the whole bridge completed.

Mayor Wolf also asked that someone check to see if progress energy has gotten our requests about fixing street lights. There have been 2 out on Cleveland (466A) for over 6 months. City Manager reported that Gene Kornegay and Rodney have been on top of this and he will get another update.

e. Public Forum (10 minute time limit)

Jay Turner- approached the Commission expressing a concern about the Public Works Department and maintenance around the City. Mr. Turner

reports on last Monday when the storm came through there was a power outage of 4<sup>th</sup> Street and Progress Energy had to come in and cut down some

trees. He called the maintenance Department in reference to the tree limbs being cut down for a special pick up and he was told that it was the responsibility of Progress Energy to arrange for the limbs to be picked up. He was not aware of this or he would have done so. He notes that regular limb pick up is on Monday's. He would like to know if some other company has to come in for limbs, and they are on the road side such as in this case is there a possibility for a special pick up from the City or do we have to wait until regular pick up or is it the responsibility of whoever cut them down to pick them up.

City Manager responded that in an emergency situation what typically happens is that they coordinate with the City on picking up the limbs they cut down. We wouldn't wait and keep them on the right of way because it is a liability. We would then charge that company for the pickup.

Mr. Turner went on to say that in regards to right of way maintenance he believes includes so many feet onto a resident's property, how often is that done by the maintenance department. He does see it being done at all in the area where he lives on 4<sup>th</sup> street. City Manager asked if he was referring to mowing and he indicates yes. He always has an issue when he calls for a clearing at the stop signs for palm trees and things that are growing up. He no longer maintains it because years back when he was maintaining it; they came in and basically uprooted what he was taking care of. And now every time he calls he gets flack from them saying that it is not impeding the flow of traffic and they will take care of it when they get time, so he will like to know how often is that done so he can keep a schedule to know when they're coming so he'll know what he needs to do.

City Manager Smith stated he will get Gene Kornegay to coordinate with him. He is not sure of what the mowing schedule is. It differs between season and location. If there is an issue or if there is a nuisance he can't see why we can't go ahead and take care of it. We could send the prison crew out. Mr. Turner asked if he was referring to taking care of problems in the right of way. City Manager states yes, we typically do and Mr. Turner can call him with his concerns and he will try to take care of them prior to these public meetings. Mr. Turner states he has never seen the prison crew in his community mowing the side of his yard. City Manager states they typically take care of Major right of ways and Mr. Turner reflects he is referring residential right of Ways. City Manager indicates that we would have to check to see if we are Responsible for the maintenance and if we are he will let him know what that Maintenance schedule is.

Mayor Wolf commented that normally most folks take care of the right of way In their areas themselves. Mr. Turner states the City is claiming it as city Property with sidewalks, etc, but not maintaining it. Mr. Turner states when the Right of way wears down there is an issue of wanting to replace it with gravel On the West side compared to replacing it with sod on the East, and no he does Not mow to the road as it is not his responsibility.

Mayor stated most folks do. City Manager informed Mr. Turner that he will contact the Public Works Department and get him a maintenance schedule. Attorney Blair states she believes there is an ordinance that addresses this issue and she believes the property owner is responsible for the upkeep of the right of way at their residence.

Robert Hannah- asked the City Manager if the information relative to the Work Force van being in town and available to the all citizens had been posted On the City's web site yet. City Manager responded no, after checking with Pam Law, but stated he will make sure it gets done.

MR. Hannah asked if the City has received a grant that will continue the Development and improvements to MLK Park. City Manager responded that We were in the funding category but the state cut the funds and therefore we Have not received another grant as of now. Mr. Hannah asked if there is any Thing the citizens can do to help to assist in getting the grant. City Manager Responded there is nothing the citizens can do except contact their local Legislators about stop cutting the budgets in those different departments.

Mr. Hannah indicated he has talked with Pastor Jones and is glad to hear that City Manager will agree to address the citizens and asked if July 8<sup>th</sup> was Feasible for him to meet the community at the MLK Building on the West side. City Manager Smith asked Mr. Hannah to coordinate that date with his Administrative Asst. Doris King. At extension 110.

3. NEW BUSINESS – ACTION REQUIRED:

a. MINUTES:

1. Minutes of Special Meeting held on June 7th, 2010 (Attachments – Staff recommends approval)
2. Minutes of Regular meeting held on June 14<sup>th</sup>, 2010 (attachments- staff Recommends approval.

Motion by Commissioner Strickland, second by Commissioner Bivins to approve the minutes of June 7<sup>th</sup> and June 14<sup>th</sup>. Motion carried. All voting yea.

b. ORDINANCES FIRST READING ONLY

None

c. RESOLUTIONS FOR APPROVAL:

1. Resolution no. R2010-19, a resolution finding a unique opportunity and sole source purchasing opportunity relative to treatment and composting of domestic wastewater residuals treatment. (attachments-staff recommends approval.)

Motion by Commissioner Bivins, second by Commissioner Strickland to adopt Resolution no. R2010-19, a Resolution of the City Commission of City of Wildwood, Florida, finding a unique opportunity and sole source purchasing opportunity finding that there are only two treatment facilities with a reasonable distance from the City that can meet the City's needs for treatment and composting of domestic wastewater residuals; Providing that the existence of the sole source has been documented by the City; providing for an effective date, is approved. Motion carried. All voting yea.

d. APPOINTMENTS:

1. None

e. CONTRACTS AND AGREEMENTS:

1. Second amendment to the Amended and Restated Agreement for the development of County Roads 466A, 462, and 139 for review/approval (attachments-staff recommends approval.)

City Manager Smith explained that when the County first implemented an Impact fee, they divided up into districts based upon the different road ways that were in those districts. Two years ago they did a study that thought it would be better to go ahead and consider a consumption based impact fee which means that it doesn't matter which district you are in you pay one fee and those fees can go toward the roads within Sumter County. City Manager referenced City Attorney's Blair objections to this agreement based on not being able to show the nexus between point A and B in certain parts of the County.

City Manager Smith states the City's involvement in this whole process is the fact that we allow them to collect that impact fee and that is why Attorney Blair stated she wanted them to include more stricter language that states that if there is a law suit or any question as to the study that the City of Wildwood would be pretty much indemnified. There have been several agreements since this agreement and one of those was the JPA which eliminated District 1, but Attorney Blair did ask for this extra protection in the agreement and the County as stated they would not agree to add the additional language.

Attorney Blair notes that the City of Wildwood got the agreement after it had already been signed by the Villages and The County, at the last minute. Attorney Blair stated the language she wanted to add just indicated that the City was agreeing to this based on our understanding that the County was properly utilizing the funds in compliance with existing State case law and statues. She notes our comments were not heard before the contract was taken to other bodies. City Manager Smith states the County feels that they did not need our approval and that they

are using the impact fee correctly and that this agreement is the best way to collect it and distribute it, especially since eliminating District 1.

Attorney Blair clarified that she is not advising the Commission to not execute the agreement. She only felt that she should let the Commission know the complete situation before making a decision.

The general consensus of the Commission is that we should sign the agreement but have a letter sent to the County letting them know that we would have liked to have been more involved in the developing of this amended agreement process prior to having to act on it.

Motion by Commissioner Clark, second by Commissioner Bivins to execute the second amendment to the amended and restated agreement for the Development of County Roads 466A, 462 and 139 with the stipulation that we notify the County that we would like to review any agreements in the future as a professional courtesy before being signed by any party involved. Motion carried. Clark, Wolf and Bivins- yea; Strickland-nay.

2. Contract for the Hauling, Treatment and Composting of Domestic Wastewater residuals with C & C Pest Co., Inc. (attachments-staff recommends approval.)
3. Contract for the Composting of Domestic Wastewater Residuals with Compost USA (attachments-staff recommends approval.)

Motion by Commissioner Strickland, second by Commissioner Bivins to approve both items 2 and 3, the contract for hauling, treatment and composting of domestic wastewater residuals with C & C Peat Co., Inc. and the contract for the Composting of Domestic Wastewater residuals with Compost USA as reflected with the changes presented in the red lined version included in the agenda. Motion carried. All voting yea.

City Manager informed the Commission that Pete Bennett had turned in His letter of retirement. His last day will be October 31,2011. Congratulations expressed by the Mayor and Commission relative to his retiring.

f. FINANCIAL:

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

Motion by Commissioner Bivins, second by Commissioner Strickland to pay the bills. Motion carried. All voting yea.

Commissioner Strickland asked about #27 as to what did we pay LSMPO For doing. City Manager explained we split the cost evenly between the County and City for them to be our transportation reviewer, to help negotiate what the DRI impacts are and to come up with the D.O.

language and give recommendations of what should be included in the agreement to help coordinate some of the transportation impacts.

City Manager stated he had one item he wanted checked out also, Item #54, workers compensation for Grower's market. It looks excessive.

g. GENERAL ITEMS FOR CONSIDERATION:

1. Discussion regarding City Manager's Evaluation: (attachments)

City Manager Smith passed out copies of all evaluations to each Commissioner, indicating that if the Commission desires to discuss them it will need to be at a future meeting and they should just let him know.

City Manager Smith also stated he is available to discuss any questions or concerns individually with any Commissioner.

Commissioner Bivins expressed that she would like to see under the Supervision section where At random and confidentially, and not necessarily those that he directly supervises, how some of the employees of the City would rate him on the items shown. She left some of them blank because as commissioners, they don't visually see him in a supervisory capacity, therefore, they would have no idea.

Commissioner Clark stated that Commissioner can't talk directly with the employees.

Commissioner Strickland stated he agrees and he left items blank for that same reason

4. ADJOURN:

Motion by Commissioner Bivins, second by Commissioner Clark to adjourn. Motion carried. All voting yea.

CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

BY: \_\_\_\_\_  
Ed Wolf, Mayor

**RESOLUTION NO. R2010-21**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA DETERMINING THAT CERTAIN PROPERTY IS SURPLUS; DETERMINING THE MANNER OF DISPOSAL OF SAID PROPERTY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Wildwood is the owner of certain property that has been utilized in the Water Department of the City Operations ; and,

WHEREAS, the property as described can further be described as:

**1997 S-10 Chevy Pickup Vin # - 1GCCS144XVK134018 City ID# - 330127**

WHEREAS, the City's mechanic has determined that the cost to repair this vehicle would exceed its worth, the property as identified is hereby declared surplus for reasons of disposition

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

1. The item identified as property is hereby declared surplus property.
2. The item identified as property is to be disposed of as junk and is To be picked up by whatever junk yard arranged by the mechanic.
3. This Resolution shall take effect immediately upon its final adoption by the City Commission of the City of Wildwood.

**DONE AND RESOLVED**, this 12 day of July, 2010, 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: \_\_\_\_\_  
Joseph Jacobs, City Clerk

City of Wildwood  
Water Department  
801 Huey Street  
Wildwood, FL 34785

Ron Allen  
Water Director

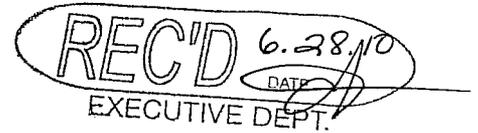
Phone: 352-330-1346  
Fax: 352-330-1347

Date: 6/28/10

To: Robert Smith, City Manager

From: Ron Allen, Water Director *RAA*

Re: W-3/ 97 Chevy S-10 Vin # 1GCCS144XVK134018  
City ID #330127



As you know, the timing belt broke on the above vehicle bending all the valves on the engine.

According to Steve the cost to repair this vehicle would exceed its worth. Therefore I am requesting approval to declare this vehicle as surplus and remove it from my inventory.

Upon approval I will have Steve call the junk yard and have this vehicle picked up.

*NEED Resolution For  
7/12/10 MTG.*

*[Signature]*  
*6-28-10*

**CITY OF WILDWOOD**  
**EXECUTIVE SUMMARY**

3. NEW BUSINESS-ACTION REQUIRED  
6. Contracts and Agreements  
Waste Management's Contract for Solid Waste & Recycling Services

**SUBJECT:** Privatization of Refuse Services  
**REQUESTED ACTION:** Staff Recommends Approval

Work Session (Report Only)    **DATE OF MEETING:** 7/12/10  
 Regular Meeting                       Special Meeting

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

**BUDGET IMPACT:**                      \$0  
 Annual                      **FUNDING SOURCE:** \_\_\_\_\_  
 Capital                      **EXPENDITURE ACCOUNT:** \_\_\_\_\_  
 N/A

**HISTORY/FACTS/ISSUES:**  
Mayor and Commission,

On April 19<sup>th</sup>, City staff was instructed by the Commission to negotiate a contract with Waste Management for the potential transfer of refuse services. On June 7<sup>th</sup>, both Waste Management and City Staff presented to the Commission potential terms of the contract. At that meeting, the Commission directed staff to formalize a contract with the discussed terms to be approved. Those terms included:

- WM would hire the displaced employees (WM Letter Attached)
- City would continue to bill residential & commercial customers and receive 10% of the gross revenues
- WM would honor the current City rates and increases would be contractually restricted.
- WM would implement a curb side recycling program
- WM would purchase the City's refuse equipment at fair market value
- WM would provide refuse service to the City at no charge
- WM would maintain the level and quality of service to our customers.

Attached is the contract for your review. City Staff and Waste Management representatives will be present to answer any additional questions.

Regards,  
  
Robert Smith



Waste Management Inc. of Florida  
8708 N.E. 44<sup>th</sup> Drive  
Wildwood, Florida 34785  
Telephone 352-330-4500

**3. NEW BUSINESS-ACTION REQUIRED**  
e. Contracts and Agreements  
1. Waste Management's proposed contract for Solid Waste & Recycling Services

July 8, 2010

Mr. Robert Smith  
City Manager  
100 North Main Street  
Wildwood, Fl 34785

Dear Mr. Smith:

Upon execution of the "Contract For Solid Waste and Recycling Services" between the City of Wildwood (City) and Waste Management Inc. of Florida (WM), WM will offer employment to a maximum of two displaced City employees contingent on the following conditions of employment:

- 1) Employees must carry a Class "A" or" B" State of Florida commercial driver's license that is currently "in good standing".
- 2) Employees must successfully pass a Commercial Drivers License medical evaluation and drug screening.
- 3) Employees must successfully pass WM background screening.

WM is pleased to provide an employment opportunity to the displaced City's employees. Please contact me if you require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug McCoy'. The signature is written in a cursive, flowing style.

Doug McCoy  
District Manager

## CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

THIS CONTRACT made and entered into this \_\_\_ day of \_\_\_\_\_ 2010, by and between, the City of Wildwood, Sumter County, Florida, hereinafter referred to as "the City" and Waste Management Inc. of Florida, a Florida corporation, hereinafter referred to as "the Contractor".

NOW THEREFORE, in consideration of the mutual covenants, Contracts, and considerations contained herein, the City and the Contractor hereby agree as hereinafter set forth:

### SECTION 1 - DEFINITIONS

For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The "shall" is always mandatory and not merely directory.

**A. BULKY WASTE** shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, bedding, refrigerators, stoves, and other household appliances.

**B. CART RESIDENTIAL (AKA TOTER)** shall mean a container mounted on wheels and designed for ease of use and durability, of not less than thirty-two (32) gallon and not to exceed ninety six (96) gallons, with an attached tight fitting lid.

**C. COMMERCIAL CART/TOTER PICK UP** shall mean garbage and trash collection service to commercial customers utilizing CARTS/TOTERS (96-gallon size only).

**D. COMMERCIAL FRONT (DUMPSTER)** refers to a 2, 4, 6, 8 yard mechanically emptied collection container.

**E. COMMERCIAL RECYCLING COLLECTION** refers to collection, transportation, and recovery of recyclable materials by a Contractor from participating commercial units in the recycling service area. This Contract **does not include commercial recycling** which will be accomplished on an open market basis per existing City, County and State ordinances.

**F. COMMERCIAL TRASH** shall mean any and all accumulations of paper, rags, excelsior, wooden pallets, paper or cardboard boxes, or containers of sweepings, and any other accumulations not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, and all other accumulations not included within the definition of garbage.

**G. COMMERCIAL UNIT** shall mean all units other than those described in BB(a), BB(b) and City-owned property and buildings.

**H. CONSTRUCTION AND DEMOLITION DEBRIS** means discarded materials generally considered to be not water—soluble and non hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
- (b) Effective January 1, 1997, except as provided in 2s. 403.707(13) (j), unpainted, non treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and (c) De minimis amounts of other non hazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

**I. CONTRACTOR** shall mean the individual, firm or corporation who or which agrees to perform the work or services as set forth in Contract Agreement.

**J. DESIGNATED RECOVERY FACILITY** shall mean the recycling/ processing center(s) specifically agreed upon by the Contractor and City for the recovery of recyclable materials.

**K. EXCESSIVE WASTE:**

- a. **Vegetative Garden and Yard Trash:** shall mean as described in **KK** below which exceeds an amount of four (4) cubic yards.
- b. **Bulk Waste:** shall mean as described in (a) above which exceeds an amount of four (4) cubic yards.

**L. EXCLUDED ACCOUNTS** shall mean the business accounts listed within the City limits that are excluded from this Contract as defined in City Ordinance NO.02010-01 Section 15-32.

**M. EXCLUDED WASTE** shall mean any and all debris and waste products generated by land clearing, building construction or alteration and hauled away by the respective Contractor (except do-it-yourself projects); public works type construction projects whether performed by a governmental unit or by contract; waste produced by governmental agencies other than the City of Wildwood; materials deemed by the City Manager to be hazardous waste and items not allowed at the approved landfill. Yard waste produced by landscape maintenance Contractors which is required to be hauled away by same, as well as tree removal debris is also considered excluded waste.

**N. EXEMPT WASTE** shall mean vegetative garden and yard trash from land clearing operation or preparation for construction or removal of trees or tree trimming by a landscaping contractor or tree surgeon which shall be properly disposed of by the landscape contractor.

**O. GARBAGE** shall include and mean all accumulations of animal, fruit or vegetable matter that attends the preparation, use, cooking and dealing in, or storage of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recyclables.

**P. GARBAGE CANS** shall be an approved plastic or galvanized metal can of a type commonly sold as a garbage can of a capacity not less than twenty (20) gallons and not to exceed thirty-two (32) gallons, and each such can shall have two handles upon sides of can or bail by which it may be lifted and shall have a tight fitting top. Garbage cans as defined are solely for the use of containerizing yard waste materials.

**Q. HOUSEHOLD TRASH** shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects, but does not include vegetative matter.

**R. MULTI-FAMILY DWELLING UNITS** shall mean any building containing more than four (4) permanent living units, utilizing mechanically emptied containerized collection.

**S. NEIGHBORING COMMUNITY** shall mean municipalities within Sumter County.

**T. PERFORMANCE BOND** shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will faithfully execute the work in accordance with the terms of the Contract and will pay all lawful claims.

**U. RECOVERED MATERIALS** means metal, paper, cardboard, glass, plastic, textile, rubber materials, fluorescent light bulbs, and electronic waste otherwise known as E-waste, that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

**V. RECYCLABLE MATERIALS** shall mean newspaper, cardboard, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles coded 1-7, at the bottom, which previously held liquid (no automotive, food, or toxic chemical bottles), and such other materials as mutually agreed upon in writing by the Contractor and the City Manager or his designee during the term of this Contract.

**W. RECYCLING BINS** shall mean a container with a flat bottom, four sides and an open top. Designed for ease of use, 18 gallon capacity. These containers are to be provided by the Contractor in accordance with the general specifications of the Contract.

**X. RECYCLING CARTS/TOTERS** shall mean a container mounted on wheels and designed for ease of use and durability of not less than thirty-two (32) gallons and not to exceed 96 gallons with tight fitting lid. These containers are provided by the Contractor in accordance with the general specifications of the Contract.

**Y. RECYCLING SERVICE AREA** shall mean the entire area within the City limits and as amended from time to time as a result of annexations to the City.

**Z. REFUSE** shall include and mean all garbage, dead animals, vegetative garden and yard trash, bulky wastes, household trash, commercial trash, and construction and demolition debris.

**AA. RESIDENTIAL CURBSIDE COLLECTION** refers to collection, transportation, and recovery of garbage, vegetative garden and yard trash, bulk items and recyclable materials by the Contractor from participating residential units in the entire area within the City limit and as amended from time to time.

**BB. RESIDENTIAL RECYCLING CONTAINERS** shall mean the receptacles purchased by the Contractor and distributed by the Contractor on behalf of the City for the intended use as a receptacle of recyclable materials.

**CC. (a) RESIDENTIAL UNIT** shall mean one single family or duplex dwelling or one living unit of an apartment or townhome which is served and billed as a residential account.

**(b) RESIDENTIAL MULTI-FAMILY** shall mean multiple family dwelling buildings utilizing mechanically emptied containers.

**DD. ROLL OFF CONTAINERS** serviced by a specially equipped truck.

**(a) Roll Off Compactor** shall mean a metal container with closed sides, ends and top and a compaction unit located within the unit used for storing commercial and industrial waste for transportation and disposal ranging in size from 20 to 40 cubic yards.

**(b) Roll Off Open Top** shall mean metal open top container with closed sides normally used for construction and demolition debris collection and hauling with most common of sizes being 20, 30 and 40 cubic yards.

**EE. SOURCE SEPARATED** means the recovered materials are separated from solid waste where the recovered materials and solid waste are generated. The term does not require that various types of recovered materials be separated from each other and recognizes de minimis solid waste, in accordance with industry standards and practices, may be included in the recovered materials.

**FF. SURETY** shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the faithful performance of the Contract.

**GG. TOTER – RESIDENTIAL & SMALL BUSINESS (AKA CART)** shall mean a container mounted on wheels and designed for ease of use and durability, of not less than thirty-two (32) gallons and not to exceed ninety-six (96) gallons, attached tight fitting lid.

**HH. CITY** shall mean the City of Wildwood, Florida, a municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager.

**II. CITY MANAGER** shall mean the City Manager or his designee.

**JJ. TRASH** unless specifically provided to the contrary, the term trash shall include and mean commercial trash, household trash, and garden and yard trash as defined below.

**KK. VEGETATIVE GARDEN AND YARD TRASH** shall mean any and all accumulations of grass, palm fronds, leaves, branches, shrubs, vines, trees, and other similar items generated by the homeowner's maintenance of lawns, shrubs, gardens, and trees.

**LL. WORK** shall mean and refer to the tasks to be performed under this contract agreement by the Contractor, including but not limited to the collection, transport, delivery and disposal of all Refuse, Bulky Waste, and Recyclable Materials, Vegetative Garden and Yard Trash with or without a "claw" truck, Refuse using Roll-Off Containers; the furnishings, delivery, and pick-up of Toters, Commercial Carts/Toters, Recycling Bins and Containers, Roll-Off Containers, and Recycling Containers Carts/Toters; the administration of and labor involved in performing the foregoing tasks; the obtaining, use, maintenance, and operation of equipment in furtherance of performance of this contract agreement; the marketing of Recyclable Materials; the establishment and operation of office facilities; the compliance with any safety regulations of laws, administrative rules or regulations, or ordinance; or the performance or non-performance of any requirements, duties, obligation, or tasks required to be performed by or for the Contractor pursuant to or as a result of this contract agreement.

## **SECTION 2 - SCOPE OF WORK**

Work will commence on October 1, 2010. It is the intent of this Contract to provide for the total collection of all refuse in the City of Wildwood, Florida, with the exception of exclusions which are specifically listed herein. Further, recently annexed areas of the City may be serviced by providers that are statutorily permitted to continue such service. Such provision of services shall continue as allowed by applicable law.

**A. RESIDENTIAL UNITS** One single family dwelling or one living unit of an apartment or townhome which is served and billed as a residential account.

### **1. GARBAGE,HOUSEHOLD TRASH AND RESIDENTIAL RECYCLING**

(A) **CARTS/TOTERS:** The Contractor, for the base level of service, shall distribute one (1) 96 gallon cart to each residential unit. Up to two (2) additional carts are available at an additional cost as delineated in Exhibit "A". Contractor shall maintain, at all times, a sufficient number of carts to ensure that all extra or replacement carts can be provided within three (3) working days upon notification by the City or customer.

New Carts shall be distributed to new residential units, within three (3) working days of request either by the City or the residents, which are added during the term of this Contract. Carts that have been lost or damaged due to customers' abuse or negligence shall be repaired or replaced, at the expense of the customer utilizing the then current cost of the cart. New carts must identify the Contractor with company name.

(a) **WHEN:** The Contractor shall collect garbage and trash from places of residence one (1) time per week. Bulk items, such as household furniture and appliances, shall also be removed by the Contractor. It shall be the responsibility of the garbage and trash route driver to note bulk items that are set out and immediately radio in the item to be picked up to the Contractor's dispatcher. The pickup shall then be scheduled within 72 hours after entry into the Contractor's tracking system. If called in by the residential customer the Contractor will log the call into the tracking system and the collection must be made within seventy two (72) hours of the request.

It is proposed that all residential collection shall occur on Monday through Saturday, between the hours of 7:00 AM and 7:00 PM, inclusive. **Any change in the collection day schedule must be approved by the City Manager before the Contractor implements a collection schedule change. If the request for change of schedule is granted by the City Manager it will be the responsibility of the Contractor to properly notify the residents of such change in a manner satisfactory to the City Manager.**

Alternative route submissions will be considered by the City. Normal routes are not to be scheduled on Sunday or allowable Holidays.

(b) **QUANTITY:** The Contractor shall be required to pick up all garbage and household trash generated by a residential unit. All vegetative garden and yard trash shall be picked up except for units with approved exemptions, per City ordinance.

(c) **WHERE:** Complete garbage and refuse collection service is hereby provided for in this Contract. Collections of garbage shall be made from alleys or in an area adjacent to a driveway or curbside to no more than four (4) feet from pavement edge with the exception of handicapped or elderly where special arrangements will be made for backdoor or side yard pickup upon receipt of proper written notice to the service provider from a medical doctor (on a form provided by the City) at no additional cost to the resident or the City. Household trash and bulk items, such as household furniture and appliances, shall be placed at the curbside.

(d) **HOW:** The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position with the lids in place in the location where they are found within four (4) feet of the edge of the pavement. This work shall be done in a sanitary manner. All garbage or trash spilled by the collector shall be picked up immediately by the Contractor's employees. Any item not collected by the Contractor will require the Contractor to place a Contractor provided written notice either on the toter or a door hanger notice as to the reason(s) such items were not collected. At the option of the City Manager, on the same day, the Contractor will be required to deliver to the City Manager a copy of such notice(s) which will also include the address. The Contractor will submit a copy of the notices to the City

electronically using the Contractor's electronic tracking system, or alternatively a method authorized by the City Manager.

(e) Recyclable materials will be collected one time per week in a commingled state, single stream. Recycling bins shall be left in the position where they are found, behind the curb or within four (4) feet of the edge of pavement.

(f) The Contractor shall collect and dispose of automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that the Contractor may impose an additional charge, with prior approval of the City Manager or his designee and prior notice to the customer, if the following annual maximums are exceeded by any residential customer: Four (4) automobile tires.

## 2. VEGETATIVE GARDEN AND YARD TRASH

(a) **WHEN:** The Contractor shall collect all vegetative garden and yard trash from places of residence as specified in the routes accepted by the City not less than one (1) day per week.

(b) **QUANTITY:** The Contractor shall be required to pick up all vegetative garden and yard trash generated by a residential unit. The Contractor shall inform the owners of residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths of no greater than four (4) feet, if the item's diameter is less than six (6) inches. No single item shall exceed fifty (50) pounds. This Contract does not include vegetative garden and yard trash from land clearing operation or preparation for construction or removal of trees or tree trimming by a landscaping Contractor or tree surgeon which shall be properly disposed of by the landscape Contractor.

**EXCESSIVE YARD WASTE:** Contractor will take a picture of the excessive yard waste at the time of pick up, and then enter the information including the picture into the City's web base tracking system, if available, which immediately submits to the City the incident with a tracking number and dated ticket of the collection. For items exceeding diameters greater than 6 inches, lengths exceeding four feet (4') or single items exceeding fifty pounds, a special pick up shall be required and a reasonable service charge, which is to be agreed to by the customer and Contractor, may be levied by the Contractor. The City Manager or his designee shall mediate in the event of a dispute regarding the special pick up charge. The Contractor is to provide a schedule of standard charges to the City for special pick up service annually. Pictures must be submitted by the Contractor through the Contractor's electronic tracking system.

(c) **WHERE:** Garden and yard trash shall be collected from the front of the premises within four (4) feet of the curb or roadway (curbside). On streets where no parkways or lawn areas near the street are available for placement of trash, the owner or occupant shall place trash adjacent to the driveway, but not further than four (4) feet from the street, and not in the street or right of way.

(d) **HOW:** The Contractor shall make collections with a minimum amount of noise and disturbance to the household. In the case of reusable containers or regular garbage

cans the containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position, not lying on its side, and in the case of cans they will be thoroughly emptied and left in an upright position where they were found. Cans, boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by the Contractor. All leaves and pine needles, small clippings, palm fronds and small tree trimmings shall be containerized in bags, boxes, or containers. Only tree branches and palm fronds with high volume that cannot fit into a box, bag, or container shall be cut in four-foot lengths and bundled and stacked at the curb for collection. Large volume vegetative waste requiring a “Claw” truck will be provided on an “on call” basis and collected 1 time per week. A reasonable price for special pickup, which is to be agreed to by the customer and Contractor and will also be submitted to the City in the same manner as “B” above for approval and the City will bill the customer. One (1) “Claw” truck will be available to service the City at all times.

(e) **EXEMPT WASTE:** Customers with exempt waste will be quoted a price for special pickup which will also be submitted to the City in the same manner as “B” above for approval and the Contractor will bill the customer.

**B. MULTI-FAMILY UNITS– CONTAINERS EMPTIED BY MECHANICAL MEANS**

Multiple family dwelling units not using toter containers shall be required to use containers emptied by mechanical means and shall be considered Commercial Units except for collection of recyclable materials for which the above would be considered residential.

**C. COMMERCIAL UNITS**

Commercial customers shall be identified as, but not limited to, all office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, food services, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, condominiums and apartment buildings using mechanically emptied containerized collection or commercial toter collection.

(a) **WHEN:** Refuse shall be collected Monday thru Saturday between the hours of 4:00 AM and 7:00 PM not less than twice per week and at a greater frequency if required to protect the public health. Commercial toter collection will be performed one (1) time per week. Collection service frequency for customers using containers emptied by mechanical means will be as mutually agreed upon by the customer and the Contractor, but no less frequent than two (2) times per week. Bulk items such as furniture and appliances shall be collected one (1) time per week on the same schedule as the City’s residential refuse collection. It shall be the responsibility of the garbage and trash route driver to note bulk items that are set out and immediately radio in the item to be picked up to the Contractor’s dispatcher. The pickup shall be scheduled within 72 hours after entry into the tracking system. Bulk items may also be called in by the customer and the Contractor will collect such items requested within 72 hours of the request.

(b) **QUANTITY:** All refuse generated at commercial and industrial establishments shall be collected except for excluded wastes and recyclable material collection. Commercial and industrial establishments may contract for recyclable material collection independent of this Contract in accordance with State Statutes, the City of Wildwood Ordinances as adopted or as may be amended from time to time. Collection of

commercial yard waste is optional as landscape maintenance. Contractors may transport and dispose of generated commercial yard waste thereby considered excluded waste.

(c) **WHERE:** It is the duty of the commercial owners/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the Contractor, and which are convenient for collection by the Contractor. Where mutual agreement is not reached, the City Manager shall determine the location consistent with the ordinances and requirements of the City of Wildwood.

(d) **HOW:** The Contractor shall make collections 4:00 AM thru 7:00 PM Monday thru Saturday with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. It will be a requirement of the Contractor to properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. In the event unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials are encountered by the collection vehicle driver, it shall be his responsibility to immediately radio the condition to the Contractor's dispatcher who shall in turn enter location into the tracking system, if available, immediately notify the City Manager. Waste placed outside the container for pickup shall also be called into dispatch for entry into the Contractor's tracking system for the purpose of either increasing their service or container size. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the City Manager.

(e) **CONTAINERS**

Commercial and industrial establishments may use any of the following containers for accumulation of refuse:

(1) Refuse containers as defined in this Contract, See definitions C, O & AA

(2) Containers emptied by mechanical means.

(3) Dumpster containers shall be made available to commercial customers in not less than ninety-six (96) gallon totes, and 2, 4, 6, and 8 cubic yard capacities. Service to commercial customers shall be provided with the same size containers currently in use and with the same frequency of pick up..

**D. RECYCLING**

1. **RECYCLABLE MATERIALS COLLECTION AND DISPOSAL:** The services to be performed under this Contract by the Contractor consists of curbside residential and multifamily residential collection of all recyclable materials, and collection of all recyclable materials from City owned locations in the recycling service area, transportation, and recovery of said recyclable materials

to a designated recovery facility, or, if no market is available, to the nearest County landfill. The Contractor shall provide, as part of the quarterly Recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program. Recycling collection services will be provided to the City at City owned or occupied locations at no cost to the City.

**2. PROPOSED SCHEDULE OF COLLECTION OF RECYCLABLES AND**

**DESCRIPTION OF THE WORK:** The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the eighteen (18) gallon recycling bin(s) furnished by the Contractor, for a single stream system for single-family homes and 96-gallon totes or dumpsters furnished by the Contractor for multi-family using mechanically emptied containers.

**3. FREQUENCY OF COLLECTION:** The Contractor shall collect recyclable material within the service area a minimum of one (1) time per week.

**4. HOURS OF COLLECTION:** Collection shall begin no earlier than seven o'clock (7:00) a.m. and shall cease no later than seven o'clock (7:00) p.m. weekdays. If weekend collection is needed following a holiday or other circumstances, collection shall not begin earlier than seven o'clock (7:00) a.m. and shall cease no later than seven o'clock (7:00) p.m. In the event of an emergency, or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the City Manager.

**5. POINT OF PICKUP OF RECYCLABLE MATERIALS:** Collection of residential recyclable materials shall be at curbside. Multi-family recyclable materials shall be picked up at a location adjacent to the regular refuse, or other such locations as will provide ready accessibility to the Contractor's collection crew and vehicle. In the event an appropriate location cannot, be agreed upon, the City Manager shall designate the location. As with regular residential garbage collection, handicapped residents will be accommodated at no additional fee.

**6. RECEPTACLES:** The Contractor shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling containers and set at the appropriate location. Each residence within the service area will be provided with a recycling container and, on occasion, additional containers will be supplied by the Contractor as directed by the City Manager. Multi-family residential complexes utilizing mechanically emptied containers of 10 units or greater will utilize large totes (not less than 96 gallon) for collection of each type of recyclable material. The totes are to be supplied by the Contractor at his expense.

**7. METHOD OF COLLECTION OF RECYCLABLE MATERIALS:** For residential units, unless otherwise agreed in writing, the Contractor shall be picked up as single stream. The Contractor shall make collections with a minimum amount of noise and disturbance to the residents and commercial customers. The Contractor shall handle recycling containers with reasonable care and return them to the approximate location from which they were collected. Any recyclable materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left in an upright or inverted position, whichever is appropriate, at the point of collection. The Contractor and the City shall mutually develop a procedure for handling placement of incorrect material in recycling bins by residents. At a minimum, the Contractor

shall leave the incorrect materials in the recycling bin along with a Contractor provided notice describing the proper materials and reason(s) items have not been collected. The Contractor will be required to place such notice either within the container or place a door hanger notice at the residence. Upon request by the City Manager the Contractor will be required to deliver to the City Manager a copy of the notice including the reason(s) items have not been collected and the address of the residence. This is to be done on the same day the notice is given to the residence. Also the copy of the notice shall be sent electronically to the City. For multi-family residential units, the Contractor shall transport the individual totes from the storage location, empty into the truck and return totes to their original location.

**8. SCHEDULES AND ROUTES:** Recyclable materials collection shall be made to residential units on the same day in which garbage is collected. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the City Manager is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency, requiring such action. The Contractor shall not be required to collect on holidays that are designated in this contract. The Contractor then would collect on the following day, excluding Sunday. Customers under this Contract shall receive reasonable notification, as approved by the City Manager, of the schedules provided by the Contractor prior to commencement of service.

#### **9. RESERVED**

**10. MARKETING OF RECYCLABLE MATERIALS:** The Contractor and the City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity, and market prices, the Contractor may market the recyclable materials through local business operations in Sumter County or elsewhere. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at an appropriate site or facility.

**11. REVENUES GENERATED FROM RECYCLING:** Commencing in the third year of the term, the Contractor shall account for all revenues generated through recycling and report all such revenues to the City on a monthly basis. The revenue amounts are to be verified by accompanying receipts from the purchaser of the recyclable material and the Contractor shall retain all revenues generated from the sale of the recyclables. At such time, the Contractor and City shall negotiate an appropriate and equitable rebate payable to the City for the recyclables based upon the value of a ton of commingled recyclables using appropriate OBM pricing. The Contractor will remit by the 10th of each month, to the City, the amount negotiated per ton for all recyclables collected under this Contract for the previous month (exclusive of non exclusive services).

**12. CHARGES FOR DISPOSAL OF RECYCLABLE MATERIAL:** In the event recyclable materials are not saleable and must be disposed of at a disposal facility, the Contractor will not charge the City for the number of tons of material so disposed.

**13. RECYCLING BINS AND TOTER/CARTS CONTAINERS:** Residential recycling bins, totes and carts will be provided by the Contractor, at the Contractor's expense and identified with the Contractor's name imprinted on the container, and distributed as needed by the Contractor. All requests for recycling bins, totes or carts by either the City or a resident will be delivered by the Contractor within seventy two (72) hours of request. Type and size of multi-family residential

recycling containers shall be approved by the City Manager and provided by the Contractor at his expense.

**E. PROPERTY OWNED, LEASED, RENTED AND CONTROLLED BY THE CITY OF WILDWOOD – (EXHIBIT “E”)**

The Contractor shall empty all refuse containers used by the City as identified in Exhibit “B”. The schedule may be amended during the term of the Contract upon the direction of the City Manager. The City shall have the right to use regular commercial type trash containers, totes, or cans with covers. Servicing of these facilities shall be performed by the Contractor at no additional cost to the City.

**G. CHANGE IN COST OF DOING BUSINESS**

The fees or compensation payable to the Contractor for the second and subsequent years of the term hereof may be adjusted upward or downward as of October 1st of each year of the Contract upon written request to the City by the Contractor at least 90 days before the anniversary date. If requested, the rate adjustment shall be equal to 100% of the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, United States, South Urban, Not Seasonally Adjusted, All items less energy Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month Contract period. The CPI index to be used will be from April to April for the previous twelve months.

The CPI adjustment will only be applied to the cost component of collection and will not be applied to the disposal costs or the fuel increase portion of the CPI. The fuel adjustment portion of the CPI will be applied in paragraph I below. The Contractor has the right to request a separate rate adjustment due to increases in disposal costs (See Page Section 10, page 32). If a rate adjustment is not requested, the rate adjustment for that particular 12 month period shall be deemed waived and shall not be taken into consideration in the future rate adjustments. The City, upon approval by the City Commission and signature by the Mayor as required by the City Charter, shall incorporate those changes into the Contract by written Contract amendment.

**H. UNUSUAL CHANGES OR COSTS**

The Contractor may petition the City on the anniversary date of the Contract for rate adjustments or at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges.

**I. FUEL ADJUSTMENT COMPONENT**

The City shall adjust payments to the Contractor on a semi- annual basis for either increase or decrease for the fuel cost to the Contractor for providing the service to the City as per the Contract. The fuel adjustment component (FAC) shall be adjusted on the semi-anniversary after the start date of the Contract with the base of fuel pricing being set at ten(10%) percent above the fuel pricing as per “On Highway Retail Diesel Price” Lower Atlantic Region, U. S. Department of Energy, Energy

Information Administration published on the Internet at:  
[http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp)

This fuel adjustment component will not be considered within the CPI adjustment in paragraph “G” above.

**Example:** Fuel cost as per the internet listing at the start date of the Contract:

\$4.00 per gallon

10% of rate .40

Base Rate \$4.40

1st semi-annual \$4.45

Rate increase .05 per gallon

.05 multiplied by the gallons used by Contractor.

Semiannually the Contractor shall calculate the adjusted fuel component price described above and send a letter to the City showing the calculations using the route miles, route hours and gallons of fuel used to provide the services to the City as per the Contract. The Contractor will break the fuel consumption into components for each service provided, residential garbage, residential yard waste, residential bulk, residential recycling, and commercial. The rate paid to the Contractor will be adjusted by residential unit counts for residential and commercial will be adjusted by the collected cubic yard price. If the Contractor fails to notify the City in writing as per the above-described format within ten (10) days of the end of each semi-annual period the City will not consider the fuel adjustment for that given semi-annual period. The City agrees to adjust the monthly payments, to be paid to the Contractor, which will reflect the short fall from the previous semi-annual period fuel reports at the time of the semi-annual rate adjustment.

**J. Favored Nations Clause:** In the event a neighboring municipality negotiates a more favorable rate than the City of Wildwood for the provisions of the same or substantially the same services provided in this Contract with the Contractor of this Contract, the Contractor shall be required to upon execution of the Contract with the neighboring municipality reduce the rates charged to the City to be equal to or lower than the rates charged the neighboring municipality. Neighboring municipality shall mean municipalities within Sumter County.

### **SECTION 3 – STORAGE AND OFFICE FACILITIES**

The Contractor shall establish and maintain an office and maintenance facility within forty (40) miles of the City limits of the City of Wildwood where collection services such as stop service, request for additional services or change of service, and complaints can be made within two (2) weeks after the award of the Proposal. It shall be equipped with sufficient toll free telephones; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the operational hours of this Contract, 8:00 AM to 6:00 PM. After hours of operation, the Contractor will provide a telephone answering service.

### **SECTION 4 - SCHEDULES AND ROUTES**

#### **A. IN GENERAL**

The Contractor shall abide by the routes and schedules provided with the proposal documents. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, bridges or for other reasons determined by the City. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Customers under this Contract shall be notified by the Contractor of the collection schedules to be provided. Individual route starting times and succession of pickup shall remain constant so as to promote and achieve regularity of service. Any and all route and/or schedule changes shall be approved by the City Manager. The City Manager shall be notified of any route changes in the best interest of the general public and the City Manager reserves the right to change any such routes in the best interest of the

general public with proper notification to the Contractor which will be not less than seven (7) days. Written notices of changes in schedules shall be furnished to the customers by the Contractor, at least ten (10) days prior to the actual change in routes or schedules. The decision may be appealed to the City Manager and decision of the City Manager shall be final.

**NOTE:** The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuations in the amount of garden and yard trash. This additional workload will not be considered as adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

#### **B. STORM**

The Contractor shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions, natural disaster, severe disturbance, riot, terrorist activity or other calamity. The Contractor will provide the City with a detailed plan specifically for the first seventy-two (72) hours of an event as described above and is required to update and review the plan, which will include pricing and terms for work to be performed, with the City annually before the start of the hurricane season. The City will agree to pay either the FEMA rates, if applicable stated at the time of the named event, or a negotiated rate between the City and the Contractor for a "non named event for the first seventy-two (72) hours. The City has the sole option of invoking a collection action following such an event listed above. Any additional collection required after the first seventy-two (72) hours of the named event the Contractor will revert to the pre agreed pricing and terms. The plan submitted by the Contractor must describe in detail the responsibilities of the Contractor. The Contractor agrees the City will have total and absolute authority to direct and monitor the Contractor during any such event of how, when and where action must be taken by the Contractor to accomplish the task of clean up and clearing of roads and property, and the Contractor will not be entitled to any reimbursement without the prior written authorization of the City for any action taken.

The Contractor shall have, at all times, written contracts with sub—contractor(s) for collection, hauling, and disposal relating to the paragraph above should the Contractor not have sufficient resources of its own to affect a timely clean up. Such contract(s) should contain operational details and unit pricing for collection and hauling with actual disposal cost to be an add-on charge. The initial sub-contractor contracts are to be an addendum to this Contract with annual renewals to be reviewed and agreed to by the City of Wildwood. The Contractor's emergency response plan should also have operational details and unit pricing. Contractor and sub-contractor contracts must be reviewed and agreed to by the City prior to May 1st each year.

Should an event of the above magnitude occur, the City Manager or his designee and the Contractor will meet as soon as possible to formulate and agree upon a cleanup plan.

The City reserves the option to utilize the Contractor forces, Contractor's sub—contractors, services other than provided by this Contract (City's own contractors), City forces, mutual aid contracts or any combination thereof.

#### **C. FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract.

#### **D. EXCLUSIVE RIGHTS**

The Contractor shall have sole and exclusive rights to collect refuse, as defined in the Contract, within the corporate limits of the City of Wildwood with the following exceptions: (1) contractors, commercial and residential customers engaged in building or remodeling operations, shall be permitted to remove the waste accumulated as a result of their operations with their own trucks and labor or will contract with the City's exclusive licensed hauler to remove construction and demolition debris; (2) construction and demolition debris may be removed by other than the City's exclusive hauler if the City has issued a construction or demolition permit for the work; and (3) waste haulers providing services to those areas of the City recently annexed for such period of time as may be statutorily permitted. No other waste removal will be permitted by another solid waste contractor, other than excluded waste, exempted yard waste, commercial recycled materials, hurricane debris collected by the City or another contractor chosen by the City. Specialized rolloff and front Load compactor container equipment required by commercial or residential customers maybe be acquired through the Contractor or other vendor. The Contractor maintains the exclusive right to service the specialized compactor equipment regardless of what vendor provides specialized equipment. The City of Wildwood reserves the rights to pick up refuse relating to street maintenance and other activities relating to City functions or ordinances. Contractor shall have the exclusive right to collect and haul recyclable and recovered material except source separated recovered material at commercial establishments as terms are defined under state law.

#### **E. MISCELLANEOUS**

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case, all such scattered refuse shall be picked up immediately by the Contractor. Employees of the Contractor shall not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large; in such event the Contractor shall immediately notify the customer and City Manager, in writing, of such conditions and of his inability to make collection because of such conditions.

#### **F. HOLIDAYS**

When a holiday falls on a regularly scheduled collection day, the Contractor may collect all solid waste on the following day, excluding Sunday. Each Contractor shall list the holidays which will be exempt from the residential and commercial collection schedule as offered in the Contractor schedule. The Contractor will notify all residential and commercial customers of observed holidays. Notification can be made by way of direct mail, door hangers, or newspaper advertisement one (1) week prior to the holiday date of non-collection. The notification must

include a statement of the makeup day the waste, recycling or yard waste will be collected. Currently the observed holidays are as follows:

Memorial Day  
July 4th  
Labor Day  
Thanksgiving Day  
Christmas Day  
New Year's Day

## **SECTION 5 - DURATION OF CONTRACT-COMMENCEMENT OF WORK - EXTENSION OF CONTRACT**

A. The term of this Contract shall be for a period of seven (7) years with work commencing October 1, 2010, and terminating on September 30, 2017, unless terminated or breached at an earlier date.

B. The Contractor must commence work on the date and year entered in Section 5A. Failure to commence work on the specified date will result in forfeiture of the Proposal bond.

C. The initial term of this Contract may be extended for additional seven (7) year terms, under the existing terms and conditions or as modified through additional negotiations, if either party notifies the other in writing, not less than 180 days prior to the expiration of the initial term or subsequent term. This Contract may be extended with the mutual consent of both parties. Any extensions or modification of the initial Contract shall be ratified by resolution of the City Commission and shall become a written amendment to the Contract.

## **SECTION 6 – CONTRACTOR'S RELATION TO THE CITY**

### **A. CONTRACTOR AS INDEPENDENT CONTRACTOR**

It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work notwithstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The Contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the Contract.

### **B. SUBLETTING CONTRACT**

The Contract, or any portion thereof, shall not be sublet except with the prior written consent of the City Manager which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this Contract, and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and representatives of the Contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

### **C. SUPERVISION OF CONTRACT PERFORMANCE**

The Contractor's performance of this Contract shall be supervised by the City Manager and the Contractor shall be so notified in writing by the City Manager of the Contractor's performance. If at any time during the life of the Contract, performance satisfactory to the City Manager shall not have been made, the Contractor, upon notification by the City Manager shall increase the force, tools and equipment as needed to properly perform this Contract. The failure of the City Manager to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and the manner specified by this Contract.

#### **D. CITY MANAGER or HIS DESIGNEE'S AUTHORITY**

To prevent misunderstanding and any litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the Contract provisions, and the acceptable fulfillment of the Contract on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract; and his findings and conclusions shall be final and binding upon both parties. Contractor may appeal the City Manager final findings and conclusions to the City Commission. The City Commission decision shall be final.

#### **E. INSPECTION OF WORK**

The Contractor shall furnish the City Manager with every reasonable opportunity for ascertaining whether or not the work as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time. The Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, not less than twenty-four (24) hours in advance of the inspection.

#### **F. DISAGREEMENTS – REFUSE TO BE COLLECTED - HOW**

It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to interpretation of the specific language in the Contract. In the event a disagreement arises and refuse needs to be collected and disposed of, the City Manager may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within twenty four (24) hours of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment to the Contractor.

#### **G. TAXES**

The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in the performance of this Contract.

#### **H. CITY NOT LIABLE FOR DELAYS**

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

### **I. REPORTS OF OPERATIONS**

Reports and billing by the Contractor are to be submitted to the City by the 10th of each month for the previous month.

- Residential garbage, recycling and garden and yard trash tonnage.
- Summary of additional services provided by Contractor required for City billing purposes and complaint log monthly. The roll off compactor and open top roll off billing reports are required monthly by service address, size of container, date pulled, number of pulls per month, and the amount of the gross billing minus the disposal cost.

### **J. SCHEDULE OF PAYMENTS**

For and in consideration of the services to be performed by the Contractor pursuant to this Contract, the City agrees to authorize payments in accordance with this Contract through the Towns billing agent to the Contractor as follows:

The Contractor will be paid no later than the 5th of each month, during the term of the Contract, and based on the second preceding month's customer and volume counts. (Example: Payment to Contractor for services provided for the month of May will be remitted no later than July 5th) The Contract payment will be made based on the monthly number of residential customers, monthly commercial yardage, and monthly commercial front load or rear load container rental billed by the City and multiplied by the contractual unit prices identified in **EXHIBIT "A"**, minus ten percent (10%) to be retained by the City as a franchise fee during the initial Contract term. The City also reserves the right to adjust the franchise fee from time to time after written notification and negotiations with Contractor. City Note: The Contractor will bill separately for all roll off and Waste Management Bagster accounts and additional charges allowed under the Contract. The Contractor will remit to the City, on a monthly basis, by the fifteenth of the month following in which the work is performed, a report of all gross revenues which will include pull charges, lease or rental fees, delivery charges as well as any other billing within the City, along with a payment equal to ten percent (10%) of the gross revenues less disposal cost as a franchise fee or as adjusted from time to time.

### **K. CANCELLATION OR ANNULMENT OF CONTRACT**

The Contractor and the City recognize that it is of paramount importance that the Contract be performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through its City Manager, gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving of such notice by the City, then the City may thereupon, by action of the City Commission, declare the Contract cancelled. Upon declaration of cancellation, the City may, at

no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this Contract for the unexpired term of the Contract, or for a period of three (3) months, whichever the City elects, or the City may enter into contracts with others for their performance of the work and services herein contracted for. Such cancellation of the Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract shall exceed the proposal price of the Contractor, as provided in this Contract, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this Contract would otherwise have expired.

#### **L. OPERATION DURING DISPUTE**

In the event the City has not cancelled the Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief, to continue to operate the system until the final adjudication of the court. In the case of a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief, to continue to operate the system until the final adjudication of the court.

### **SECTION 7 - QUALITY OF SERVICE**

#### **A. CHARACTER OF WORKMEN AND EQUIPMENT**

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. No person convicted of a crime, crimes and/or repeated non-criminal violations of traffic laws which demonstrate a propensity to unfaithfully fulfill the duties of his employment such as, but not limited to, larcenous activity, aggravated battery or other violence, those relating to the operation of motor vehicles, and any crime for which civil rights have been removed within two (2) years, shall be employed by the Contractor. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. All employees utilized by the Contractor during the term of this Contract, shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employees' duties. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After

emptying containers, employees shall return them to the same location from which they were taken, in an upright or inverted position, whichever is appropriate.

**B. TEMPORARY WORKMAN PROHIBITED**

Due to safety risks involved with the employment of temporary laborers as drivers and helpers, no temporary labor force will be allowed under this Contract without prior written authorization by the City Manager. Only employees covered by the Contractor's workers' compensation policy will be authorized to work within the City.

**C. COOPERATION OF CONTRACTOR REQUIRED**

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The Contractor shall have at all times a supervisor in the City during the days the Contract work is being performed. This person shall be competent and able to communicate with the public. The Contractor will supply the Supervisor with mobile communication with a published phone number for direct contact with the City Manager as well as Residential and Commercial accounts for any situation that may arise. A daily roster of employees and equipment will be supplied to the City Manager on an "as requested" basis.

**D. HANDLING COMPLAINTS**

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide adequate employees for those customers needing to contact him during collection hours Monday through Saturday and after hours, an answering service will be provided. An electronic telephone answering machine will not be acceptable.

In order that the City may be informed of the quality of service, the Contractor must enter into the electronic tracking system all calls regarding complaints, requests, and compliments from the residential and commercial customers. An electronic tracking system shall be provided by Contractor to record all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor also agrees to provide a single point of contact in order for the City or more specifically the City Manager to have immediate access to Contractors personnel to deal with various situations which may arise from time to time. The Contractor agrees to furnish a monthly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. All complaints whether received in person, by mail or telephone, shall be recorded into the electronic tracking system as received. Complaints received before noon shall be serviced the same day and complaints received after twelve noon shall be serviced by twelve noon of the following day. Complaints not serviced and resolved satisfactorily within these time frames shall be considered as un-serviced legitimate complaints. For each month in which the number of un-serviced legitimate complaints reaches twenty (20) or more, whether for garbage, trash, recycling or any other cause, the City shall be entitled to claim liquidated damages of one hundred (\$100) dollars per complaint including the first twenty. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the City Manager shall be final.

**E. GUARANTEES OF PERFORMANCE SURETY BOND:** The Contractor hereby deposits with the City a performance bond in the amount of fifty percent (50%) of the total annual proposal for

the first year as a guarantee to the City as faithful performance under the terms of this Contract. In the second and subsequent years of the Contract, the surety bond shall be reduced to twenty five percent (25%) of the total estimated annual revenue as faithful performance under the terms of this Contract if the Contractor has complied with the Contract and the reduction has been approved by the City Manager. In no event shall the bond be less than \$ 300,000.00. This performance bond shall be written by a company with an A, Class 10, or higher financial rating as shown in Best's Key Rating Guide.

## **SECTION 8 - EQUIPMENT**

### **A. TYPE**

The Contractor agrees at the start date of this Contract that all primary equipment used to provide the services as per the Contract within the City will be in good working order. The Contractor shall purchase the inventory of vehicles and containers owned and used by the City for sanitation service as set forth in Exhibit "C" attached. The parties shall obtain an independent licensed appraiser to establish the value of the vehicles and containers. If the parties cannot agree on an appraiser then each will select an appraiser who will select a third. Each shall provide an appraisal and both the low and high shall be eliminated. The remaining appraisal shall determine the purchase price of the vehicles. The Contractor shall pay the purchase price prior to the commencement of the work under this Contract no later than September 30, 2010, and the City shall simultaneously provide clean certificates of title for each such vehicle endorsed to Contractor. Prior to any renewal or extension term of this Contract, all equipment and conditions of such equipment is subject to negotiations between the City and the Contractor. All equipment must be maintained and freshly painted, with bodies which are water tight to a depth not less than eighteen (18) inches, with solid sides, using pneumatic tires. All vehicles shall be equipped with operational radio transceiver capable of communicating with the Contractor's dispatcher from anywhere within the City of Wildwood. Prior to purchasing equipment it shall be the responsibility of the Contractor to determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials. Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

### **B. AMOUNT**

The Contractor shall provide sufficient equipment, in proper operating condition, so regular schedules and routes of collection can be maintained. This will include a vehicle for the supervisor overseeing the City operations, a "rat pack" or other small vehicle with a lift assembly to service areas inaccessible to the larger equipment and one (1) "clam" shell truck available to the City at all times.

### **C. CONDITION**

Equipment is to be maintained in a reasonable, safe, working condition, to be painted uniformly, the company name, telephone number, and the number of the vehicle printed in letters not less than five(5) inches high, on each side of the vehicle, and vehicles shall be numbered and a record kept of the vehicle to which each number is assigned. No advertising other than Contractor's standard company logo shall be permitted on vehicles, totes, dumpsters, or roll off containers servicing City of Wildwood. The Contractor is required to keep collection vehicles and commercial containers emptied by mechanical means, cleaned and painted to present a

pleasing appearance. The Contractor shall submit, as part of the proposal, a schedule showing the frequency of the cleaning and painting of the vehicles. This will include permanent roll off open top containers. The Contractor will submit to the City Manager, prior to the start date of this Contract, for the City Managers approval, a schedule showing how the change-out of containers is to be accomplished during the Contract term.

#### **D. OPERATION**

Each non-packer trash vehicle shall be equipped with a cover which may be a net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and reflectors. The City Manager will have the authority to spot inspect the equipment during route operations for compliance. The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid pickup on major travel ways during the morning and evening rush hours.

#### **E. SAFETY STANDARDS**

The Contractor warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. Any toxic substance listed in Section 38F- 41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

#### **SECTION 9 - EMPLOYMENT AND WORKING CONDITIONS**

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in affect. The Contractor is required and hereby agrees by accepting this Contract, to pay all employees not less than the federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changed from time to time.

#### **SECTION 10 - DISPOSAL OF REFUSE**

Refuse collected by the Contractor shall be disposed in a licensed and permitted disposal facility within the State of Florida. **City** The City will not be responsible for disposal fees charged by disposal operators for the Contractor to use any facility.

#### **SECTION 11 - COMPLIANCE WITH LAWS & REGULATIONS**

The Contractor hereby agrees to abide by all applicable federal, state, county and City laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by

himself, his employees or his subcontractor. This clause shall apply not only during the term of this Contract, but also as to any claim, liability, or damages which are based on the Contractor's conduct during the term of this Contract and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

## **SECTION 12 - INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all insurance required under this Contract and such insurance coverage has been approved by the City Manager of the City of Wildwood, nor shall the Contractor allow any subcontractor or sub-subcontractor to commence work on subcontracts or sub-subcontracts until similar insurance of the subcontractor or sub-subcontractor has been obtained and approved in writing by the City Manager or the City. All insurance required by this Section shall be with a company licensed to do business in the State of Florida, and be otherwise satisfactory to the City. All insurance shall issued by companies rated by A. H. Best's Rating Guide as A+ or better with a financial quality rating of VII or better. Insurance shall not be claims made insurance but shall be occurrence based.

### **A. WORKERS' COMPENSATION INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, at the Contractor's own expense, Workers' Compensation Insurance for all of his employees, who are employed in connection with the work, and in case the work is sublet or sub-sublet, the Contractor shall require the subcontractor or sub-subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract are not protected under the Workers' Compensation Statute, the Contractor shall provide and shall cause each subcontractor or sub-subcontractor to provide adequate insurance coverage for the workers' compensation protection of his employees not under or otherwise protected.

### **B. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The Contractor shall provide and maintain during the life of this Contract, at its own expense, such public liability and property damage insurance, with the City of Wildwood being named as an additional insured, as shall protect the Contractor and any subcontractor or sub-subcontractor performing work covered by this Contract, from claims for property damage, which may arise from operations under this Contract, whether such operations be by itself or by a subcontractor or sub-subcontractor, or anyone directly employed by the Contractor, or subcontractor, or sub-subcontractor and the amount of such insurance shall be as follows:

#### **1. COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance, including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Contractor or in any way connected with the Work which is the

subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles. THE LIABILITY INSURANCE SHALL NAME THE CITY AS AN ADDITIONAL INSURED. The limit of liability shall be a combined single limit for bodily injury and property damage of no less than \$5,000,000. If insurance is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$5,000,000.

### **C. PROOF OF INSURANCE**

The Contractor shall furnish the City Manager, prior to the start of any operations under this Contract, satisfactory proof of carriage of the insurance required with a copy of the insurance policy declaration page with an insurance company satisfactory and acceptable with the City. Certificates of insurance are acceptable proof of insurance coverage. All such policies shall be issued by companies of recognized responsibility licensed by the State of Florida Insurance Commissioner to do insurance business for the type of policy issued pursuant to this contract agreement in Florida and rated by Best's Insurance Reports or Best's Key Rating Guide or any successor publication of comparable standing as determined by the City and carrying a rating of A+ or better with a financial quality of at least VII or better or the then equivalent of such rating. Insurance required by this contract agreement shall be continuously maintained by the Contractor and all sub-contractors and sub-subcontractors, if any, with current copies of all declaration pages being maintained in the offices of the City of Wildwood. No policy is acceptable to the City which can be canceled by the insurer in less than ten (10) days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance policy shall contain a clause substantially as follows:

"This policy cannot be canceled or non-renewed by the insurer in less than thirty (30) days after the insured has received written notice of such cancellation or non-renewal, and equal notification to the City of Wildwood."

In the event that the Contractor should fail for any reason to procure or maintain insurance coverage at the minimum amounts required herein or otherwise consistent with this Contract, or at the written request of the Contractor, the CITY, at the City's sole discretion, may secure insurance coverage at the Contractor's expense, or may declare the Contractor in default. The Contractor shall reimburse the CITY for the cost of such insurance coverage secured by the CITY within thirty (30) days of Contractor's receipt of an invoice from the CITY for such insurance coverage. The Contractor shall be responsible for the payment of any applicable deductibles set out in the insurance policy secured by the CITY. Any bill for insurance by the CITY shall be regarded as additional "Contractor Cost", which if not paid within said thirty (30) day time period shall bear interest at the rate of ten percent (10%) per year on the amount so paid by the CITY; provided, that in no event shall the interest rate ever exceed the then lawful rate of interest. The City also reserves the right to withhold from the monthly payment to the Contractor any amounts due the CITY for securing such insurance.

### **SECTION 13 - CITY HELD HARMLESS FROM INJURIES, DAMAGES, AND CERTAIN OTHER ACTS OF THE CONTRACTOR**

Indemnification: The Contractor shall indemnify and hold harmless the City of Wildwood and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and paralegals' fees and court and witness fees whether in litigation, appeal

or as a part of settlement negotiations, arising out of or resulting from the Work (or nonperformance thereof); provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission or as an act of intentional misconduct of the Contractor, any subcontractor, any sub-subcontractor or anyone directly or indirectly employed or contracted by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the negligence or as an act of intentional misconduct of the City or of anyone employed by the City.

The Contractor agrees to indemnify and save the City and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright, including any acts or non-act of subcontractors or sub-subcontractors or those individuals under the control or direction of any of the foregoing.

The Contractor agrees to indemnify and hold harmless the City and its agents, officers, volunteers, and employees, both in their official and individual/personal capacities, harmless from all suits or actions arising from any acts or non-acts by the Contractor, and subcontractors or sub-subcontractors or those individuals under the control or direction of any of the foregoing, without limitation, for any of the following:

Performance or the omission to perform the collection, transport, delivery, and disposal of Refuse, Bulk Waste, and Recyclable Materials, Vegetative Garden and Yard Trash with or without a "claw" truck, Refuse using Roll-Off Containers; The furnishing or failure to furnish, deliver, or pick-up any Toters, Commercial Carts/Toters, Recycling Bins and Containers, Roll-Off Containers, and Recycling Carts/toters;

The administration of or failure to administer this contract agreement;

The hiring or omission to hire or supervise any employees or labor in or for the performance of the Work pursuant to this contract agreement;

The obtaining, use, maintenance, and operation of equipment in furtherance of the performance of Work pursuant to this contract agreement;

The employment of or failure to employ safety measures or equipment in the performance of the Work pursuant to this contract agreement;

The marketing or Recyclable Materials;

The establishment and operation of office facilities; the compliance with or failure to comply with any laws, administrative rules or regulations, or ordinances in the performance of (or failure to perform) the Work pursuant to this contract agreement; and

The performance or non-performance of any requirements, duties, obligations, or tasks required to be performed by or for the Contractor pursuant to or as a result of this contract agreement.

The City reserves the right to select its own attorneys and paralegals to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under this indemnification agreement, the cost and fees of which shall be timely and promptly paid for by the Contractor. Nothing contained herein is intended to nor shall it be construed to waive City's rights and immunities under the common law, the U.S. or Florida Constitution, or Section 768.28 Florida Statutes as amended from time to time. The Contractor agrees that this contract agreement or any subcontract or subcontract hereof, or agreement relating to the collection of Refuse or Construction and Demolition Debris shall not be construed to be an agreement subject to Section 725.06 or 725.08, Florida Statutes, and the Contractor hereby waives any such claim in the event of an action to enforce this contract agreement and this section hereof.

This section shall be in addition to and separate from any insurance or bond provided for by or pursuant to this contract agreement. This section relating to indemnification shall survive the termination of this contract agreement.

### **SECTION 14 - ADMINISTRATIVE CHARGES/LIQUIDATED DAMAGES**

Should the Contractor fail to perform in accordance with the provisions of this Contract and/or refuse to pay liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of this Contract, be entitled to claim against the performance bond of the Contractor as provided in Section 7-E, or deduct from the next regularly scheduled payment to Contractor, the following amounts, not as a penalty, but as Administrative Charges/liquidated damages for such breach of the Contract:

**(a)** Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 5:00 P. M.  
**See Section 7, "D"**

\$100 per incident, a maximum of \$300 per truck per day.

**(b)** Legitimate complaints over twenty (20) in a single month.

**See Section 7 "D"**

\$100 per incident including the first twenty (20)

**(c)** Collection of commercial, residential solid waste and/or recyclables before 7:00 A.M. or after 7:00 P. M.

Exceptions stated in Section 4, "C",.

**See Sections 2,A.1. (A),(a) and Section 2, B, 4**

\$100 per incident

**(d)** Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage.

**See Section 8, EQUIPMENT, A. TYPE**

\$150 per incident

**(e)** Failure to replace damaged residential containers within seventy-two (72) hours or damaged commercial containers within five (5) days.

**See Section 2 "A"**

\$100 per incident

(f) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles in a vertical upright position to original location as per Contract.

**See Section 1, (A), (d)**

\$250 per incident

(g) Failure to repair damage to customer's property within seven (7) days.

**See Section 7 and 13**

\$200 per incident

(h) Failure to provide clean, safe and sanitary equipment at beginning of each work schedule

**See Section 8, C**

\$500 per incident

(i) Failure to maintain office hours as required.

**See Section 3**

\$200 per incident

(j) Equipment operator not properly licensed

**See Section 7, A**

\$500 per incident

(k) Failure to provide documents and reports in a timely and accurate manner as per Contract.

**See Section 6, I**

\$100 per incident

(l) Failure to cover materials, if appropriate, on all collection vehicles.

**See Section 8, D**

\$100 per incident

(m) Name and phone number not displayed on all equipment and commercial containers.

**See Section 8, C**

\$100 per incident

(n) Failure to comply with requested employee roster, proper uniforms and employee identification and safety equipment as per Contract.

**See Section 7, C**

\$150 per incident

(o) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" as agreed to by the City and the Contractor.

**See Section 7, D**

\$200 per incident

(p) Failure to complete a route on the regular pick-up day.

**See Sections 4,A and 6, H**

\$250 per day for each route not completed

(q) Failure to provide proper notification prior to residential route changes.

**See Section 4, A**

\$250 for route day

(r) Causing skid marks, spillage marks on roadways, private driveways or any thoroughfare within the service area.

**See Section 7, A**

\$150 per incident

(s) Failure to follow established reporting operation or administrative procedures.

**See Section 6, I**

\$150 per incident

(t) Failure to comply with the current schedules and routing maps.

**See Section 4, A**

\$250 per incident

(u) Failure to provide monthly tonnage and recycling data reports.

**See Section 6, I**

\$250 per incident

(v) Failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

**See Sections 2, 2, C, Commercial Units**

\$250 per incident

(w) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete or other roadway surfaces.

**See Sections 7, A and 8, C**

\$500 per incident

(x) Failure to report accidents, damage, spillage to the City immediately and provide a copy of a written report in the same day to the City.

**See Sections 6, I and 11**

\$250 per incident

(y) Loaded vehicles left standing on street unnecessarily.

**See Section 8, "D"**

\$150 per incident

(z) Failure to drive in the proper direction.

**See Section 8 "D"**

\$100 per incident

(aa) Commingling solid waste with vegetative waste, recyclable materials, c & d materials, or other waste material.

**See Sections 1,H,(a) & (b) and 2(d)**  
\$250 per incident

**(bb)** Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City-wide recycling activity.

**See Section 2,B,1**  
\$100 per incident

**(cc)** Failure to have the required number of functioning "clam" trucks available within the City at all times as required by **Section 2, A, 2, d**  
\$250 per day

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the City Manager by the Contractor. The decision of the City Manager shall be final. This provision shall not limit other claims of the City arising against the Contractor under the terms of this Contract.

**Note: The Contractor has the right to cure any and all service problems, which are stated guidelines within the Contract. Failure to cure in a timely manner and within the guidelines of the Contract shall constitute failure to perform in accordance with the provisions of this Contract and the City may levy liquidated damages and shall have the right to other remedies and to termination as elsewhere provided. In the event Contractor shall disagree with the imposition of charges, Contractor shall provide written notice to the City within 5 business days of receiving notice that liquidated damages will be imposed. The Contractor shall have the right to a hearing before the City Administrator who will reasonably decide the matter. The City Administrator's decision shall constitute final agency action.**

### **SECTION 15 - CITY ORDINANCES**

Except as otherwise provided, nothing contained in any ordinance of the City hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to strictly perform the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash and which are clearly inconsistent with this contract agreement.

### **SECTION 16 - AMENDMENTS**

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within thirty (30) days of the Contractor's receipt of the written amended Contract. Amendments which are consistent with the purposes of this Contract may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

### **SECTION 17 - NOTICES**

Notices for purposes of the Contractor as called for under this Contract should be forwarded to:  
Waste Management Inc. of Florida  
District Manager

8708 NE 44th Drive  
Wildwood, Florida 34785

Notices to the City should be forwarded to:

City Manager  
City of Wildwood  
City Hall  
100 N. Main Street  
Wildwood, FL 34785

All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person; or dispatched by certified U.S. mail, postage prepaid, return receipt requested, addressed as set forth above; dispatched by nationally recognized overnight courier (*i.e.* – Federal Express, United States Postal Service, United Parcel Service, *etc.*), delivery paid for by the party giving notice, addressed as set forth above. Notice shall be interpreted as having been given upon delivery, if hand delivered, or upon deposit into the U.S. mail, or with an overnight courier, if given as set forth above. A party to this contract agreement may unilaterally change its address or addresses by giving notice in writing to the other party as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

## **SECTION 18 ASSIGNMENT AND CHANGE OF CONTROL**

### **A. Assignment, Changes in Ownership and Subletting of Contract**

(1) Neither this Contract, nor any portion hereof or the duties set forth herein, shall be assigned or sublet. Any change in ownership shall be construed as an assignment of this contract. There will be no assignment of this contract except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such transfer or assignment, or subjecting the City to liability of any kind to any subcontractor. Assignment, changes of ownership or subletting of Contract shall be a direct or indirect, by gift, assignment, voluntary sale, merger, consolidation or otherwise, of twenty five percent (25%) or more at one time within a one hundred and eighty (180) day period of the ownership or controlling interest of Contractor, or fifty percent (50%) cumulatively over the term of the Contract of such interest to a corporation, partnership, trust, or association, or person or group of persons acting in concert or a change in control. A "transfer" shall include but not limited to any transfer or assignment to a person controlling, controlled by, or under the same common control as the Contractor at the effective date of this Contract. Moreover, transfer shall not mean a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel. Within the term of this Contract and any subsequent renewals if an assignment or transfer of this Contract is granted by the City, the Contractor will pay the City an assignment/transfer fee for the first assignment/ transfer in the amount of twenty five thousand dollars (\$25,000.00) for a second and all subsequent assignment/ transfers the Contractor will pay the City fifty thousand dollars (\$50,000.00) upon such consent for said assignment or transfer.

(2) No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the CONTRACTOR. Subcontractors shall be dealt with as employees and representatives of the CONTRACTOR and, as such will be subject to the same requirements as to character and competence as are other employees of the CONTRACTOR.

**SECTION 19 - SEVERABILITY**

If any article, section, provision, sentence, phrase, or word of this Contract or of any supplements or riders thereto, should be held invalid, unenforceable, unconstitutional, by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and of any supplements or riders thereto or the application of such article or section to persons or circumstances other than those to which it has been held invalid, unenforceable, unconstitutional, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**SECTION 20 – GOVERNING LAW**

The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the Contract shall be in Sumter County, Florida, or in the U.S. District Court for the Middle District of Florida, Orlando Division.

**SECTION 21 – ATTORNEY’S FEES** In the event of litigation arising out of or interpreting the terms and conditions of this Contract, if the City is successful, the Contractor shall pay the City’s attorneys’ and paralegal fees and court costs.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed in duplicate original this \_\_\_\_\_ day of \_\_\_\_\_ 2010, effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

WITNESSES:

THE CITY OF WILDWOOD

\_\_\_\_\_  
By: \_\_\_\_\_  
Ed Wolf, Mayor

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

APPROVED:

\_\_\_\_\_  
Jerri Blair, City Attorney

WITNESSES:

WASTE MANAGEMENT INC. OF FLORIDA

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
David McConnell, Vice President

Attest:

\_\_\_\_\_  
Ronald Kaplan, Asst. Secretary

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_ before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared \_\_\_\_\_, well known to me to be \_\_\_\_\_ of \_\_\_\_\_ and that he/she executed the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

**Notary Public**

\_\_\_\_\_

**Exhibit "A"**

**City of Wildwood Rates Effective 10/1/10 through 9/30/11**

| Container Size (Dumpster) | Extra Dump | 2 Dumps Per week | 3 Dumps Per week | 4 Dumps Per week | 5 Dumps Per week |
|---------------------------|------------|------------------|------------------|------------------|------------------|
| 2 cubic yds               | \$8.00     | \$61.00          | \$91.50          | \$122.00         | \$152.00         |
| 4 cubic yds               | \$15.00    | \$120.00         | \$180.00         | \$240.00         | \$300.00         |
| 6 cubic yds               | \$22.00    | \$177.00         | \$265.50         | \$354.00         | \$443.00         |
| 8 cubic yds               | \$28.00    | \$227.00         | \$340.50         | \$454.00         | \$568.00         |

| Container Size Roll-Offs | Per Pull Charges on Open Top Containers |
|--------------------------|-----------------------------------------|
| 20 yd                    | \$175.00 plus tipping fees              |
| 30 yd                    | \$190.00 plus tipping fees              |
| 40 yd                    | \$205.00 plus tipping fees              |

| Compactor Size Rolloff | Per Pull Charges           |
|------------------------|----------------------------|
| 20 yd                  | \$250.00 plus tipping fees |
| 30 yd                  | \$300.00 plus tipping fees |
| 35 yd                  | \$335.00 plus tipping fees |
| 40 yd                  | \$375.00 plus tipping fees |

| Service Type              | 1st Cart Monthly | Limb Debris Pickup/Disposal | Monthly Fee               | 2nd Cart Monthly | 3rd Cart Monthly |
|---------------------------|------------------|-----------------------------|---------------------------|------------------|------------------|
| Residential/ Inside City  | \$13.00          | \$3.00                      | \$16.00                   | \$10.00          | \$10.00          |
| Residential/ Outside City | \$20.00          | NA                          | \$20.00                   | \$12.50          | \$12.50          |
| Commercial/ Inside City   | \$19.00          | \$6.50 per CY               | \$19.00+<br>\$6.50 per CY | \$10.00          | \$10.00          |
| Commercial/ Outside City  | \$23.75          | \$8.13 per CY               | \$23.75+<br>\$8.13 per CY | \$12.50          | \$12.50          |

**3. NEW BUSINESS—ACTION REQUIRED****e. Contracts and Agreements****1. Waste Management's Contract for Solid Waste & Recycling Services**

**Exhibit B**  
**City Service Locations**

| <b>Facility</b>                                   | <b>Address</b>                                | <b>Container Size</b> | <b>Frequency</b> |
|---------------------------------------------------|-----------------------------------------------|-----------------------|------------------|
| City Hall                                         | 100 N. Main Street<br>Wildwood, FL 34785      | 4 yd                  | 2x week          |
| City Hall Annex                                   | 100 Wonders Street<br>Wildwood, FL 34785      | 1 toter               | 1x week          |
| Community Center/Storm Shelter<br>Millennium Park | 6500 CR 139<br>Wildwood, FL 34785             | 8 yd                  | 2x week          |
| Greenwood Cemetery                                | Jarrell Avenue                                | 2 yd                  | 2x week          |
| Lake Deaton Park                                  | 5300 CR 155<br>Wildwood, FL 34785             | 2yd                   | 2x week          |
| Martin Luther King Park                           | 600 Walker Road<br>Wildwood, FL 34785         | 2 yd<br>3 toters      | 2x week          |
| MLK Outreach Center                               | 101 MLK Ave<br>Wildwood, FL 34785             | 1 toter               | 1x week          |
| Old Library                                       | 702 Webster Street<br>Wildwood, FL 34785      | 2 yd                  | 2x week          |
| Oxford Community Center                           | 4027 CR 106<br>Oxford, FL 34484               | 2 yd                  | 2x week          |
| Oxford Park                                       | 4087 E CR 466<br>Oxford, FL 34484             | 1 toter               | 1x week          |
| Parks & Recreation Barn                           | 450 S. St. Clair Street<br>Wildwood, FL 34785 | 2yd                   | 2x week          |
| Police Department                                 | 100 Huey Street<br>Wildwood, FL 34785         | 4 yd                  | 2x week          |
| Public Works                                      | 410 Gray Street<br>Wildwood, FL 34785         | 6yd                   | 2x week          |
| Wastewater Department                             | 1290 Industrial Drive<br>Wildwood, FL 34785   | 2-4yd                 | 2x week          |
| Water Department                                  | 801 Huey Street<br>Wildwood, FL 34785         | 2 toters              | 1x week          |
| Wildwood Community Cemetery                       | 705 Industrial Drive<br>Wildwood, FL 34785    | 2yd                   | 2x week          |
| Wood Waste Facility                               | 601 Gulf-Atlantic Hwy<br>Wildwood, FL 34785   | 1 toter               | 1x week          |
| Huey St. Community Center                         | 310 Palmer Dr.<br>Wildwood, FL 34785          | 2 toters              | 2x week          |
| Palmer Park                                       | 307 South Palmer Dr.<br>Wildwood, FL 34785    | 1 toter               | 1x week          |

**Exhibit C  
Equipment List**

1. 2002 Mack Truck # 688S Serial #1M2K195C32M020280
2. 2002 Volvo #WX64 Serial # 4V2EC6UE92N328719
3. 2008 Mack #MRU613 Serial # 1M2AV02C68M002672
4. 2008 Mack #LEU613 Serial # 1M2AU02C08M002086
5. 1 35yrd Compactor #WQ265XD
6. 99 2yrd Dumpsters
7. 40 4yrd Dumpsters
8. 25 6yrd Dumpsters
9. 20 8yrd Dumpsters
10. 2,744 96 Gallon Cans
11. 82 33 Gallon Cans
12. 5 20yrd Roll Off Dumpsters
13. 2 30yrd Roll Off Dumpsters
14. 4 40yrd Roll Off Dumpsters

**BILLS FOR APPROVAL**  
**City of Wildwood, Florida**  
**July 12, 2010**

|                                          |
|------------------------------------------|
| <b>3. NEW BUSINESS – ACTION REQUIRED</b> |
| <b>f. Financial -</b>                    |
| <b>1. Bills for Approval</b>             |

**CITY COMMISSION-LEGISLATIVE DEPARTMENT**

**CITY MANAGER-EXECUTIVE DEPARTMENT**

|   |                               |                                       |    |          |
|---|-------------------------------|---------------------------------------|----|----------|
| 1 | Payroll                       | July 4, 2010 Pay Period - 3 Employees | \$ | 9,301.40 |
| 2 | Bright House                  | Internet Service                      | \$ | 21.00    |
| 3 | Dept of Management Services   | Telephone Service                     | \$ | 20.49    |
| 4 | Ernie Morris Enterprises Inc. | Office Supplies                       | \$ | 92.42    |

**CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT**

|    |                               |                                                 |    |           |
|----|-------------------------------|-------------------------------------------------|----|-----------|
| 5  | Payroll                       | July 4, 2010 Pay Period - 4 Employees           | \$ | 10,144.95 |
| 6  | Andrews Filter & Supply       | Air Conditioner Filters                         | \$ | 57.20     |
| 7  | Belleview Florist             | Reamsynder, Cochran                             | \$ | 116.18    |
| 8  | Bright House                  | Internet Service                                | \$ | 27.95     |
| 9  | Cason & Gaskins TV Inc.       | Batteries                                       | \$ | 39.99     |
| 10 | CRI Carr, Riggs & Ingram      | Final Progress Billing for 2009 Audit           | \$ | 2,000.00  |
| 11 | Dart Electronics, Inc         | Emergency Svc Call Leak From Roof to Fire Alarm | \$ | 135.00    |
| 12 | Dept of Management Services   | Telephone Service                               | \$ | 32.13     |
| 13 | EGP                           | Monthly Copier Maintenance Contract             | \$ | 42.21     |
| 14 | Ernie Morris Enterprises Inc. | Office Supplies                                 | \$ | 161.63    |
| 15 | Progress Energy               | Electric Service                                | \$ | 2,972.35  |
| 16 | Resource One                  | Cleaning Supplies                               | \$ | 43.80     |
| 17 | Terminix                      | Monthly Pest Control Maintenance Contract       | \$ | 87.50     |
| 18 | Wildwood Ace Hardware         | Yale Key                                        | \$ | 1.99      |

**BUILDING SERVICES**

|    |                                |                                       |    |          |
|----|--------------------------------|---------------------------------------|----|----------|
| 19 | Payroll                        | July 4, 2010 Pay Period - 2 Employees | \$ | 4,932.36 |
| 20 | Bright House                   | Internet Service                      | \$ | 21.00    |
| 21 | Car Quest Auto Parts           | Windshield Wiper Fluid                | \$ | 3.32     |
| 22 | Dept of Management Services    | Telephone Service                     | \$ | 24.37    |
| 23 | EGP                            | Monthly Copier Maintenance Contract   | \$ | 7.57     |
| 24 | Ernie Morris Enterprises Inc.  | Office Supplies                       | \$ | 43.23    |
| 25 | Universal Engineering Sciences | A. Love                               | \$ | 2,400.00 |
| 26 | Wildwood Ace Hardware          | CDX Plywood                           | \$ | 30.10    |

**DEVELOPMENT SERVICES**

|    |                               |                                       |    |          |
|----|-------------------------------|---------------------------------------|----|----------|
| 27 | Payroll                       | July 4, 2010 Pay Period - 4 Employees | \$ | 8,927.93 |
| 28 | Bright House                  | Internet Service                      | \$ | 28.00    |
| 29 | Capital Office Products       | Office Products                       | \$ | 206.61   |
| 30 | Dept of Management Services   | Telephone Service                     | \$ | 20.49    |
| 31 | EGP                           | Monthly Copier Maintenance Contract   | \$ | 7.57     |
| 32 | Ernie Morris Enterprises Inc. | Office Supplies                       | \$ | 55.43    |
| 33 | The Daily Commercial          | Ads                                   | \$ | 539.95   |

**POLICE DEPARTMENT**

|    |                           |                                                    |    |           |
|----|---------------------------|----------------------------------------------------|----|-----------|
| 34 | Payroll                   | July 4, 2010 Pay Period - 26 Employees             | \$ | 53,222.03 |
| 35 | A-Line Fire & Safety, Inc | Check Fire Extinguishers, 2 New Fire Extinguishers | \$ | 262.00    |
| 36 | Almond Oil Company        | Petrol Canada Supreme 5w30-54/1, MYSTIK MV         | \$ | 79.31     |
| 37 | Big Truck Parts Inc       | Filters                                            | \$ | 59.60     |
| 38 | Car Quest Auto Parts      | Alternator, U-Joints, Air Filter, Drain Plugs      | \$ | 92.06     |
| 39 | Cason & Gaskins TV Inc.   | Whistler Inverter                                  | \$ | 59.99     |

|    |                                   |                                                   |    |          |
|----|-----------------------------------|---------------------------------------------------|----|----------|
| 40 | Communications International, Inc | Repair & Certifications for Radar                 | \$ | 1,182.17 |
| 41 | Dept of Management Services       | Telephone Service                                 | \$ | 23.28    |
| 42 | Dynometer                         | 16 Units Calibrated                               | \$ | 320.00   |
| 43 | EGP                               | Monthly Copier Maintenance Contract               | \$ | 113.40   |
| 44 | Electronics & Communications      | Install Radio - Valentino,Ambulance               | \$ | 393.00   |
| 45 | Ernie Morris Enterprises Inc.     | Office Supplies                                   | \$ | 505.44   |
| 46 | Federal Express                   | Postage                                           | \$ | 22.05    |
| 47 | Florida Fleet Services, Inc       | Induction Kit                                     | \$ | 87.12    |
| 48 | Interstate Battery System         | Battery                                           | \$ | 184.90   |
| 49 | Law Enforcement Supply            | Battery Stick, XSPSPCL, 3V Lithium Battery        | \$ | 322.17   |
| 50 | Merritt Dept Stores, Inc          | Shirts                                            | \$ | 64.53    |
| 51 | Pride Enterprises                 | Carbonless Trespass Warning Forms                 | \$ | 71.25    |
| 52 | Progress Energy                   | Electric Service                                  | \$ | 461.45   |
| 53 | Resource One                      | Cleaning Supplies                                 | \$ | 79.20    |
| 54 | Terminix                          | Monthly Pest Control Maintenance Contract         | \$ | 25.00    |
| 55 | Wildwood Ace Hardware             | Corner Brace,Sprayer, Wtrseal,Master Key,Trim,Etc | \$ | 140.46   |
| 56 | Wildwood Tire Company             | Tires and Tire Repairs                            | \$ | 578.55   |

**STREET DEPARTMENT, MECHANIC**

|    |                                  |                                                    |    |           |
|----|----------------------------------|----------------------------------------------------|----|-----------|
| 57 | Payroll                          | July 4, 2010 Pay Period - 9 Employees              | \$ | 13,829.46 |
| 58 | Affirmed Medical Services        | First Aid & Safety Products                        | \$ | 39.00     |
| 59 | Almond Oil Company               | Petrol Canada Supreme 5w30-54/1,MYSTIK MV          | \$ | 79.31     |
| 60 | Bright House                     | Internet Service                                   | \$ | 79.95     |
| 61 | Car Quest Auto Parts             | Hydfluid, Heater Hose, Inj Needle, Air Chuck, Etc. | \$ | 137.94    |
| 62 | Cason & Gaskins TV Inc.          | Nex I90 Battery                                    | \$ | 39.99     |
| 63 | Central Hydraulics Hose & Access | Hose Assy, Check Valve, Mors x Mnpt                | \$ | 219.80    |
| 64 | Dept of Corrections              | Work Squad 3rd Quarter                             | \$ | 14,116.75 |
| 65 | Dept of Management Services      | Telephone Service                                  | \$ | 13.58     |
| 66 | Electronics & Communications     | Hole Plugs                                         | \$ | 3.50      |
| 67 | Ernie Morris Enterprises Inc.    | Office Supplies                                    | \$ | 5.15      |
| 68 | Florida Fleet Services, Inc      | Induction Kit                                      | \$ | 87.12     |
| 69 | Heritage-Crystal Clean, LLC      | Com-20 for Parts Washer                            | \$ | 138.00    |
| 70 | Progress Energy                  | Electric Service                                   | \$ | 180.07    |
| 71 | Terminix                         | Monthly Pest Control Maintenance Contract          | \$ | 12.50     |
| 72 | Unifirst                         | Uniforms                                           | \$ | 473.54    |
| 73 | Wildwood Ace Hardware            | Igloo,O-Ring,Bulbs,Funnel, Cutoff Wheel            | \$ | 23.45     |
| 74 | Wildwood Mower & Saw             | Trimmer Head, Swell Latch, Pinion, Piston Pump,Etc | \$ | 170.08    |
| 75 | Wildwood Tire Company            | Tires and Tire Repairs                             | \$ | 218.60    |

**COMMUNITY RE-DEVELOPMENT**

|    |                                |                                      |    |          |
|----|--------------------------------|--------------------------------------|----|----------|
| 76 | Payroll                        | July 4, 2010 Pay Period - 1 Employee | \$ | 2,488.70 |
| 77 | Bright House                   | Internet Service                     | \$ | 7.00     |
| 78 | C & S Reprographics & Copy Ctr | Copies for Roof Repair Bids          | \$ | 26.96    |
| 79 | Dept of Management Services    | Telephone Service                    | \$ | 20.49    |
| 80 | Ernie Morris Enterprises Inc.  | Office Supplies                      | \$ | 3.97     |

**GROWERS MARKET**

|    |                               |                                      |    |        |
|----|-------------------------------|--------------------------------------|----|--------|
| 81 | Payroll                       | July 4, 2010 Pay Period - 1 Employee | \$ | 207.23 |
| 82 | Bright House                  | Internet Service                     | \$ | 7.00   |
| 83 | Dept of Management Services   | Telephone Service                    | \$ | 20.49  |
| 84 | Ernie Morris Enterprises Inc. | Office Supplies                      | \$ | 3.94   |
| 85 | T & D Waste Services, Inc     | Port O Lets                          | \$ | 115.00 |
| 86 | Wildwood Ace Hardware         | Ace 33 Gal Trash Bag                 | \$ | 7.99   |

**PARKS AND RECREATION**

|     |                               |                                                   |    |          |
|-----|-------------------------------|---------------------------------------------------|----|----------|
| 87  | Payroll                       | July 4, 2010 Pay Period - 3 Employees             | \$ | 4,546.71 |
| 88  | Almond Oil Company            | Petrol Canada Supreme 5w30-54/1,MYSTIK MV         | \$ | 79.31    |
| 89  | Bright House                  | Internet Service                                  | \$ | 7.00     |
| 90  | Central Pump & Supply, Inc.   | Battery Controller, Pipe, Flow Control, PVC Pipe  | \$ | 707.17   |
| 91  | Culligan                      | Softener Rental - Lake Deaton                     | \$ | 32.95    |
| 92  | Dept of Corrections           | Work Squad 4th Quarter                            | \$ | 8,695.05 |
| 93  | Dept of Management Services   | Telephone Service                                 | \$ | 20.49    |
| 94  | Ernie Morris Enterprises Inc. | Office Supplies                                   | \$ | 35.27    |
| 95  | Florida Fleet Services, Inc   | Induction Kit                                     | \$ | 87.12    |
| 96  | HD Supply WaterWorks          | Epoxy Bales, Ball Corp MIPXFIP                    | \$ | 140.01   |
| 97  | John Deere Landscapes Lesco   | Image 70DG Herb, Roundup ProMax, Paint Tourn      | \$ | 296.92   |
| 98  | Progress Energy               | Electric Service                                  | \$ | 1,129.28 |
| 99  | Ring Power                    | Troubleshoot Generator Set                        | \$ | 1,070.24 |
| 100 | T & D Waste Services, Inc     | Port O Lets - Lake Deaton & Oxford Park           | \$ | 130.00   |
| 101 | Terminix                      | Monthly Pest Control Maintenance Contract         | \$ | 25.00    |
| 102 | Unifirst                      | Uniforms                                          | \$ | 140.81   |
| 103 | U.S. HealthWorks              | 8 Panel NonDot DS, Blood Alcohol, COC-Accident    | \$ | 70.00    |
| 104 | Wildwood Ace Hardware         | Draw Trash Bags,PVC, Pipe Cutter, Glue, Twine,Etc | \$ | 620.91   |
| 105 | Wildwood Mower & Saw          | Ignition Module, Trimmer Head, Blades, Etc.       | \$ | 316.65   |
| 106 | Wildwood Tire Company         | Tires and Tire Repairs                            |    |          |

**COMMUNITY CENTER**

|     |                               |                                           |    |        |
|-----|-------------------------------|-------------------------------------------|----|--------|
| 107 | Almond Oil Company            | Petrol Canada Supreme 5w30-54/1,MYSTIK MV | \$ | 79.31  |
| 108 | Big Truck Parts Inc           | Filters                                   | \$ | 29.50  |
| 109 | Bright House                  | Internet Service                          | \$ | 79.95  |
| 110 | Ernie Morris Enterprises Inc. | Office Supplies                           | \$ | 18.33  |
| 111 | Resource One                  | Cleaning Supplies                         | \$ | 87.31  |
| 112 | Terminix                      | Monthly Pest Control Maintenance Contract | \$ | 25.00  |
| 113 | Unifirst                      | Rugs                                      | \$ | 154.95 |
| 114 | Wildwood Ace Hardware         | Bulbs, Bleach, Bowl Cleaner               | \$ | 40.29  |

**PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT**

|     |                               |                                                 |    |          |
|-----|-------------------------------|-------------------------------------------------|----|----------|
| 115 | Payroll                       | July 4, 2010 Pay Period - 3 Employees           | \$ | 5,071.51 |
| 116 | Andrews Filter & Supply       | Air Conditioner Filters                         | \$ | 57.20    |
| 117 | Bright House                  | Internet Service                                | \$ | 21.00    |
| 118 | CRI Carr,Riggs & Ingram       | Final Progress Billing for 2009 Audit           | \$ | 2,000.00 |
| 119 | Dart Electronics, Inc         | Emergency Svc Call Leak From Roof to Fire Alarm | \$ | 135.00   |
| 120 | Dept of Management Services   | Telephone Service                               | \$ | 28.25    |
| 121 | EGP                           | Monthly Copier Maintenance Contract             | \$ | 42.20    |
| 122 | Ernie Morris Enterprises Inc. | Office Supplies                                 | \$ | 46.80    |
| 123 | Progress Energy               | Electric Service                                | \$ | 918.17   |
| 124 | Resource One                  | Cleaning Supplies                               | \$ | 43.80    |
| 125 | Terminix                      | Monthly Pest Control Maintenance Contract       | \$ | 12.50    |

**WATER DEPARTMENT**

|     |                                  |                                                  |    |           |
|-----|----------------------------------|--------------------------------------------------|----|-----------|
| 126 | Payroll                          | July 4, 2010 Pay Period - 9 Employees            | \$ | 16,744.89 |
| 127 | Almond Oil Company               | Petrol Canada Supreme 5w30-54/1,MYSTIK MV        | \$ | 79.31     |
| 128 | Big Truck Parts Inc              | Filters                                          | \$ | 10.99     |
| 129 | Bright House                     | Internet Service                                 | \$ | 79.95     |
| 130 | Car Quest Auto Parts             | Mirror, Relay, Filter, RV Brush, Hyd Fluid, Etc. | \$ | 155.29    |
| 131 | Cason & Gaskins TV Inc.          | Adapt a Plug,AGC Amp                             | \$ | 22.98     |
| 132 | Central Hydraulics Hose & Access | Swing Cylinders                                  | \$ | 345.50    |
| 133 | Dept of Corrections              | Work Squad 4th Quarter                           | \$ | 2,898.35  |

|     |                                |                                                      |    |          |
|-----|--------------------------------|------------------------------------------------------|----|----------|
| 134 | Dept of Management Services    | Telephone Service                                    | \$ | 7.76     |
| 135 | Electronics & Communications   | Microphone Cord                                      | \$ | 22.00    |
| 136 | Ernie Morris Enterprises Inc.  | Office Supplies                                      | \$ | 11.84    |
| 137 | Florida Fleet Services, Inc    | Induction Kit                                        | \$ | 87.12    |
| 138 | Grainger                       | Grease Gun Charger                                   | \$ | 48.06    |
| 139 | HD Supply WaterWorks           | Valve Box, T-Head,                                   | \$ | 1,236.60 |
| 140 | Interstate Battery System      | Battery                                              | \$ | 87.95    |
| 141 | Interstate Electrical Services | Repair Wires Burnt in Half # 1 Well                  | \$ | 301.00   |
| 142 | John Deere Landscapes Lesco    | Prosecutor Pro                                       | \$ | 78.00    |
| 143 | Plant Technicians              | Environmental Testing                                | \$ | 615.00   |
| 144 | Progress Energy                | Electric Service                                     | \$ | 12.57    |
| 145 | Sunshine State One Call of FL  | Locator Bores for Month of June 2010                 | \$ | 265.35   |
| 146 | Terminix                       | Monthly Pest Control Maintenance Contract            | \$ | 50.00    |
| 147 | The Dumont Company, Inc.       | Clear Flow PT-8037 Corrosion Inhibitor               | \$ | 1,399.25 |
| 148 | Unifirst                       | Uniforms                                             | \$ | 306.32   |
| 149 | Wildwood Ace Hardware          | Paintbrsh, Blk Flapper, Asphalt Patch, Treated 4x4x8 | \$ | 119.10   |
| 150 | Wildwood Tire Company          | Tires and Tire Repairs                               | \$ | 14.95    |

**REFUSE DEPARTMENT**

|     |                                  |                                           |    |           |
|-----|----------------------------------|-------------------------------------------|----|-----------|
| 151 | Payroll                          | July 4, 2010 Pay Period - 6 Employees     | \$ | 13,871.09 |
| 152 | AT&T                             | GPS Modem Line                            | \$ | 131.21    |
| 153 | Big Truck Parts Inc              | Filters                                   | \$ | 56.05     |
| 154 | Car Quest Auto Parts             | Hyd Fluid, Socket, Belts                  | \$ | 77.33     |
| 155 | Central Hydraulics Hose & Access | Sight Temp Gauge                          | \$ | 22.35     |
| 156 | Dept of Management Services      | Telephone Service                         | \$ | 1.94      |
| 157 | Orlando Freightliner, Inc        | Plastic Bmpr End                          | \$ | 123.45    |
| 158 | Progress Energy                  | Electric Service                          | \$ | 118.20    |
| 159 | Sumter County Solid Waste        | Tipping Fee                               | \$ | 839.78    |
| 160 | Terminix                         | Monthly Pest Control Maintenance Contract | \$ | 12.50     |
| 161 | Unifirst                         | Uniforms                                  | \$ | 213.52    |
| 162 | Wildwood Ace Hardware            | Duct Tape                                 | \$ | 4.99      |
| 163 | Wildwood Tire Company            | Tires and Tire Repairs                    | \$ | 1,622.00  |
| 164 | Wildwood Truck Wash              | Refuse Truck Washing                      | \$ | 200.00    |

**WASTEWATER DEPARTMENT**

|     |                               |                                                      |    |           |
|-----|-------------------------------|------------------------------------------------------|----|-----------|
| 165 | Payroll                       | July 4, 2010 Pay Period - 16 Employees               | \$ | 32,640.12 |
| 166 | Almac Unlimited, Inc          | Gloves, Ear Muffs, Gatorade                          | \$ | 200.95    |
| 167 | Almond Oil Company            | Petrol Canada Supreme 5w30-54/1, MYSTIK MV           | \$ | 79.30     |
| 168 | Big Truck Parts Inc           | Filters                                              | \$ | 24.20     |
| 169 | B & M Equipment               | Roto Hammer Drill Rental                             | \$ | 50.88     |
| 170 | Bright House                  | Line Repair on Cleveland                             | \$ | 688.93    |
| 171 | Car Quest Auto Parts          | Fuse, Red Enamel, Glue, Tire Sealant, Etc.           | \$ | 51.96     |
| 172 | Cason & Gaskins TV Inc.       | Miniblade, Nextel DC Adp                             | \$ | 26.98     |
| 173 | Central Pump & Supply, Inc.   | Battery Controller, PVC Pipe, Flow Control, Solenoid | \$ | 657.80    |
| 174 | Dept of Corrections           | Work Squad 4th Quarter                               | \$ | 2,898.35  |
| 175 | Dept of Management Services   | Telephone Service                                    | \$ | 15.52     |
| 176 | E & B Hauling Services, LLC.  | Cake Hauling                                         | \$ | 2,112.00  |
| 177 | Ernie Morris Enterprises Inc. | Office Supplies                                      | \$ | 8.59      |
| 178 | Florida Fleet Services, Inc   | Induction Kit                                        | \$ | 87.12     |
| 179 | FLW Southeast, Inc.           | Inpro 4800, VP-ST Cable                              | \$ | 587.63    |
| 180 | HD Supply WaterWorks          | PVC Restrain, Purple Wire, PVC, Etc                  | \$ | 2,683.78  |
| 181 | Komline-Sanderson             | Connecting Rod, Bracket, Wrist Pin, Bush             | \$ | 1,159.11  |
| 182 | Locke Well & Pump Company     | Gould's Pumps, Float Gould's Pump                    | \$ | 489.89    |
| 183 | Odyssey                       | Hypochlorite Solution                                | \$ | 2,807.55  |

|     |                               |                                                     |    |           |
|-----|-------------------------------|-----------------------------------------------------|----|-----------|
| 184 | Oxford Pipeline Inc           | 30 - 2" Bores 301 & Turnpike                        | \$ | 360.00    |
| 185 | Progress Energy               | Electric Service                                    | \$ | 20,515.74 |
| 186 | Sumter Tire & Auto, Inc       | Tire Repair                                         | \$ | 39.02     |
| 187 | Sunshine State One Call of FL | Locator Bores for Month of June 2010                | \$ | 265.35    |
| 188 | Terminix                      | Monthly Pest Control Maintenance Contract           | \$ | 25.00     |
| 189 | Test America                  | Environmental Testing                               | \$ | 84.00     |
| 190 | Unifirst                      | Uniforms                                            | \$ | 546.65    |
| 191 | Wildwood Ace Hardware         | Caulk, V Tube, Band Blade, Concrete PreMix, Etc.    | \$ | 657.34    |
| 192 | Wildwood Mower & Saw          | Sheaves, Idler, Pulley, Swell Latch, Oil Seal, Etc. | \$ | 81.73     |
| 193 | Wildwood Tire Company         | Tires and Tire Repairs                              | \$ | 14.95     |

**GREENWOOD CEMETERY****WILDWOOD INDUSTRIAL PARK****ATTORNEYS/CONSULTANTS/SURVEYORS**

|     |                             |           |    |           |
|-----|-----------------------------|-----------|----|-----------|
| 194 | Barnes Ferland & Associates | Engineers | \$ | 5,119.04  |
| 195 | Jerri A Blair               | Attorney  | \$ | 7,073.50  |
| 196 | Kimley-Horn & Associates    | Engineers | \$ | 33,457.35 |
| 197 | Potter, Clement & Lowry     | Attorney  | \$ | 490.00    |

**FUEL INVENTORY**

|     |                               |                           |    |          |
|-----|-------------------------------|---------------------------|----|----------|
| 198 | Stone Petroleum Products, Inc | Regular Unleaded Gasoline | \$ | 7,285.15 |
| 199 | Stone Petroleum Products, Inc | Ultra Low Sulfur Diesel   | \$ | 2,975.70 |

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|              |  |  |    |                   |
|--------------|--|--|----|-------------------|
| <b>TOTAL</b> |  |  | \$ | <b>329,269.32</b> |
|--------------|--|--|----|-------------------|

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CITY COMMISSION  
CITY OF WILDWOOD, FLORIDA

SEAL

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

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

## CITY COMMISSION OF THE CITY OF WILDWOOD

### EXECUTIVE SUMMARY

**SUBJECT:** Amendment to Interlocal Service Boundary and Joint Planning Area Agreements with Sumter County

**REQUESTED ACTION:** Schedule Public Hearing to Consider Ordinance Adopting Changes

Work Session (Report Only)      **DATE OF MEETING:** 7/12/10  
 Regular Meeting                       Special Meeting

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

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

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

### HISTORY/FACTS/ISSUES:

The current agreements contained in the existing ordinance are set for 20 years. However, both parties desire to amend the Building Services and Law Enforcement agreements as well as add agreements for the consolidation of Economic Development and Transit.

Therefore, staff requests a Public Hearing be scheduled on August 9, 2010 at 7:00 p.m., City Hall, 100 North Main Street, Wildwood, FL 34785 to consider an Amendment to the Interlocal Service Boundary and Joint Planning Area Agreements with Sumter County. The Public Hearing will take place during the regularly scheduled Commission Meeting.

Melanie Peavy  
Development Services Director

# August 2010

| SUNDAY | MONDAY                                      | TUESDAY | WEDNESDAY | THURSDAY                                   | FRIDAY | SATURDAY |
|--------|---------------------------------------------|---------|-----------|--------------------------------------------|--------|----------|
| 1      | 2                                           | 3       | 4         | 5                                          | 6      | 7        |
| 8      | 9<br>City Commission<br>meeting at 7:00 PM  | 10      | 11        | 12                                         | 13     | 14       |
| 15     | 16                                          | 17      | 18        | 19<br>Third Budget Workshop<br>(IF NEEDED) | 20     | 21       |
| 22     | 23<br>City Commission<br>meeting at 7:00 PM | 24      | 25        | 26                                         | 27     | 28       |
| 29     | 30                                          | 31      |           |                                            |        |          |

3. NEW BUSINESS – ACTION REQUIRED  
 9. General Items for Consideration  
 (1) Request to set public hearings in August for JPA

**City of Wildwood  
Water Department**

# Memo

To: Robert Smith, City Manager  
From: Ron Allen, Water Director *RLA*  
CC: File  
Date: June 29, 2010  
Re: Superior Tank Company



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Ms. Blair received from Superior Tank Company's attorney a warranty for repairs that is beyond the original proposal excepted. This is being provided to us for dropping court action against Superior Tank Company.

At the start of their work in repairing and repainting our elevated water storage tank, the workmanship was such poor quality that we required them to redo the job. Superior Tank Company failed to do so in a timely fashion and did not redo the job until after our original warranty expired.

Upon the completion of the second paint job, it was determined that the work was finally satisfactory. The original warranty being expired, I requested that another warranty be in place. This is the provision of such, and I recommend we accept this warranty and end our legal actions against Superior Tank Company.



**SATISFACTION OF ORIGINAL WARRANTY AND ISSUANCE OF  
WARRANTY FOR REPAIRS PERFORMED**

The City of Wildwood, Florida, hereinafter referred to as "Wildwood," having entered into a contract with Superior Tank Company, Inc. of Madisonville, Kentucky, hereinafter referred to as "Superior," for goods and services to be provided pursuant to proposal number P2008-0145DCs and, Superior having provided the goods and services in accordance with said proposal, Wildwood by and through the execution of this document acknowledges and agrees that Superior has satisfied all of the terms and conditions of said proposal and Wildwood has accepted and does now accept the goods and services provided by Superior as full, unconditional, and absolute satisfaction the contractual obligations spelled out in the proposal.

The parties hereto agree the general warranty granted by Superior to Wildwood in accordance with proposal P2008-0145DCs expired on October 20, 2009.

The parties further agree all warranted repairs, complete interior sandblast and two-coat epoxy liner system installation, performed under the general warranty have been completed in a satisfactory and workmanlike manner as of February 15, 2010.

In exchange for Wildwood's dismissal of its cause of action against Superior, City of Wildwood, Florida v. Superior Tank Company, Inc. Case No. 2009-CA-000976, Superior hereby issues Wildwood a specific warranty warranting the materials and workmanship of repairs performed under the original warranty. An area of failure greater than five percent (5%) of the two-coat epoxy liner system is necessary to constitute a warranted repair under the new warranty.

This specific warranty shall become effective upon dismissal of City of Wildwood, Florida v. Superior Tank Company, Inc. Case No. 2009-CA-000976 and be valid through February 15, 2011.

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City of Wildwood, Florida

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Valerie Hargis, President  
Superior Tank Company, Inc.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed, sworn to and acknowledged before me by \_\_\_\_\_,  
this \_\_\_\_ day of \_\_\_\_\_, 2010.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF KENTUCKY  
COUNTY OF HOPKINS

Subscribed, sworn to and acknowledged before me by SUPERIOR TANK COMPANY,  
INC., by and through its president Valerie Hargis, this \_\_\_\_ day of \_\_\_\_\_, 2010.  
My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## 2nd Annual Back To School Bash

206 N. Main St.

Wildwood, Florida 34785

(352) 330-7738

July 7, 2010

**" Our Children's Educational Dreams Are Worth Walking For "**

RE: Children's Educational Dreams Run/ Walk A-Thon

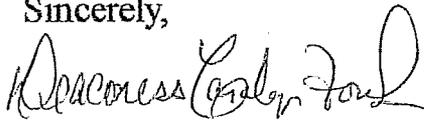
Dear Mr. Robert Smith and the City of Wildwood:

Please consider this letter as consideration for 2010-2011 "Our Children's 5K Run/Walk a-thon" on Saturday July 17,2010 @ 7:30 am with the route designated on the attached map. This is an event to raise funds for backpacks and school supplies for our Sumter County children.

Please be advised that the Wildwood Police Department, EMS Dena Chatman, has been advised of this 5K run/walk a-thon , if you would allow us to have this event for it is for our children of Sumter County, Florida.

If any questions please call me at this number (352) 339-7738

Sincerely,



Deaconess Carolyn Ford

President: Back to School Bash

Public Relations for God's Glory Ministries

# Our Children's Education Run/Walk™



## Second Annual School Supply Drive and Back to School



Join the fun &  
show your support

5K run/walk

July 17, 7:30 am

God's Glory Ministries  
206 N. Main Street

Register below or online at  
Active.com.

\*Registration deadline July 15, 2010

In need of school supplies?

Come to the school supply  
distribution program

August 7, 2010, 4pm\*

God's Glory Ministries  
206 N. Main Street

Registration form below.

\*\*Everyone must be pre-registered. Deadline July 24, 2010



Registration for: \_\_\_\_\_ 5K Run/walk (\$20 donation\*)  
\_\_\_\_\_ Backpack  
\_\_\_\_\_ School supplies

Name \_\_\_\_\_

Parents Name (if minor) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City/State \_\_\_\_\_ Shirt Size: S, M, L, XL, XXL

Child's name/grade/age/male or female/school:

\_\_\_\_\_  
\_\_\_\_\_

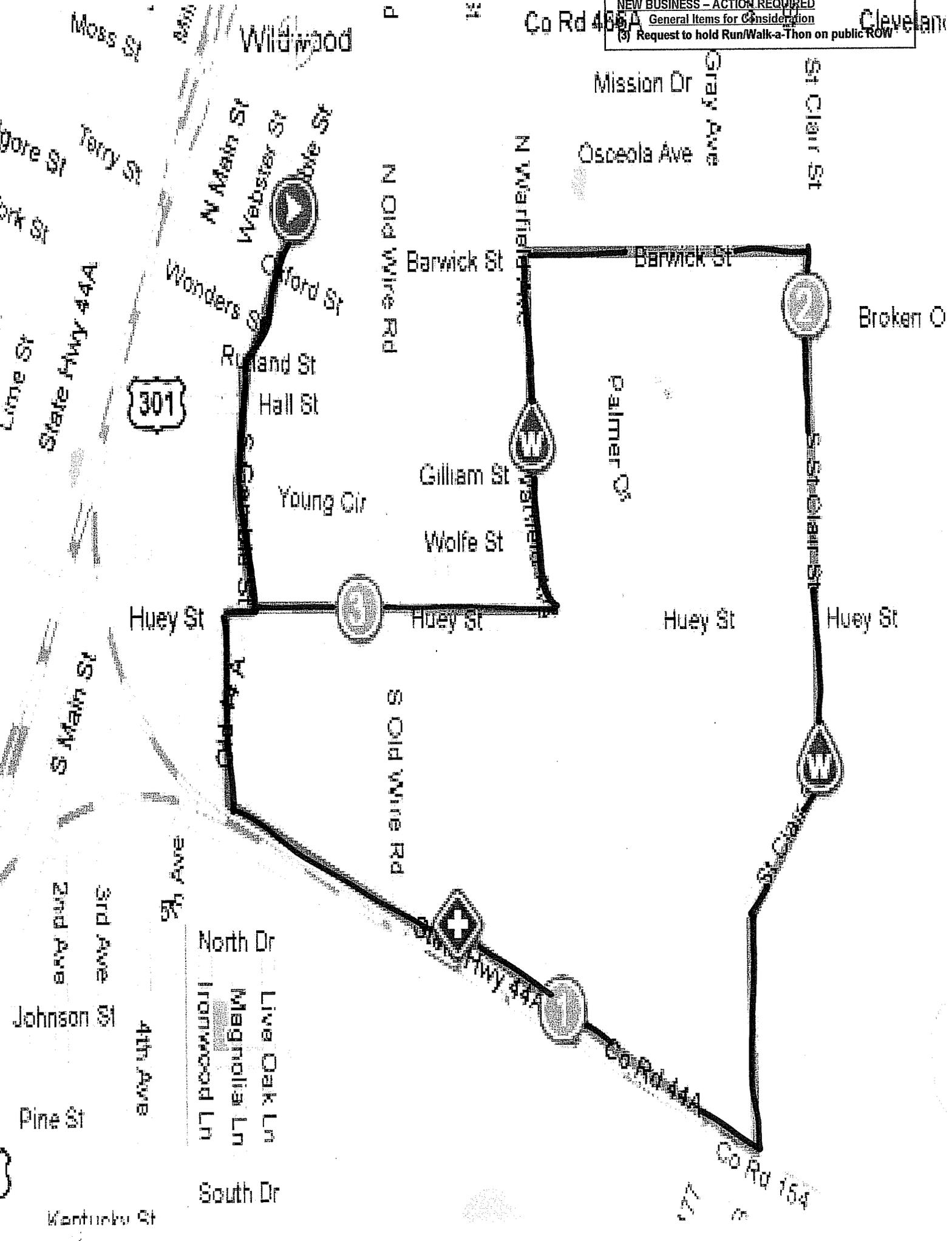
\* For Run/walk make checks payable to "God's Glory Ministries"

\*\*Mail registration forms to: Our Children's Education Run/Walk,

God's Glory Ministries, 206 N. Main St., Wildwood, FL 34785

Contact no. (352) 330-7738, Church no. (352) 689-0042

NEW BUSINESS - ACTION REQUIRED  
General Items for Consideration  
(3) Request to hold Run/Walk-a-Thon on public ROW



## Wildwood

# Run, walk to help buy school supplies

Fundraiser will fill backpacks with paper and pencils

By JESSICA SHUMAKER  
DAILY SUN

WILDWOOD — Wildwood resident Carolyn Ford is on a mission, and in more than one way.

After seeing her church, God's Glory Ministries, hand out school supplies to students last year, she was inspired to start a community event to both unite locals and support children throughout Sumter County.

Thus, the Our Children's Education Dreams are Worth Walking for 5K Run and Walk was born.

The event is scheduled for 7:30 a.m. July 17 in the parking lot of God's Glory Ministries, 206 N. Main St., Wildwood.

Runners and walkers need to register online before the event through the website [active.com](http://active.com). The deadline to sign up is July 15. The cost to enter is \$20 per person and includes a T-shirt.

The donation will go toward purchasing backpacks and supplies to fill them, to be given away in early August by the church in a Back to School Bash.

Ford said she hopes the event will be a step toward strengthening the community.

"The purpose of the walk is to generate the funding for the kids that are less fortunate, to help them get the supplies that they need," Ford said. "But my main goal is to show people that we can come together in a walk for our future, because children are the future."

Ford was recently inspired to read about the district's scores on the Florida Comprehensive Assessment Test and hopes that will fire up others in the community to come out.

## WILDWOOD, from C1

"When I saw that article on the FCAT, that's progress to me," she said, noting testing gains. "I want to continue to see that in their education."

Ford said she has already partnered with the Sumter County Sheriff's Office, SECO and the Sumter County Health Department but is still looking for community sponsors for the event. The deadline to do so is Friday.

For information, call Ford at 330-7738, or e-mail her at [seekin4better@yahoo.com](mailto:seekin4better@yahoo.com).

*Jessica Shumaker is a reporter with the Daily Sun. She can be reached at 753-1119, ext. 9089 or [jessica.shumaker@thevillagesmedia.com](mailto:jessica.shumaker@thevillagesmedia.com).*