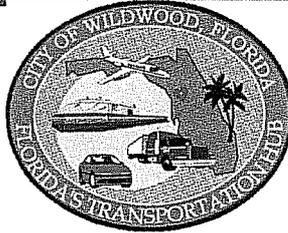


Agenda



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

August 22, 2011
 7:00 PM

PLEASE TURN OFF ALL CELL PHONES AND PAGERS

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

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

AGENDA

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM (a)	PUBLIC HEARING – 2nd FINAL READING	<ol style="list-style-type: none"> 1. <u>Ordinance No. O2011-11</u>, an ordinance providing for payment to City Commission for attendance at meetings, AND 2. <u>Resolution No. R2011-13</u>, a resolution of the City of Wildwood setting salary amounts for the Mayor and City Commissioners and providing for an effective date (Attachment – Board Option)
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* Quasi Judicial Hearing

2. REPORTS AND PUBLIC INPUT

- SPECIAL PRESENTATION: None at this 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 August 8th, 2011 (Attachments – Staff recommends approval)
- b. **ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)**
 1. Ordinance No. O2011-10, an ordinance amending sections of the City Code of Ordinances and providing for a definitions and limits, etc. for metallic discharges (Attachments – Staff recommends approval)

c. RESOLUTIONS FOR APPROVAL:

1. Resolution No. R2011-14, a resolution providing for increases to the water and wastewater user charge and base rates; rescinding resolutions R2010-16 and R2011-09, etc. (Attachments – Staff Recommends Approval)
2. Resolution No. R2011-15, a resolution setting rates for the use of reclaimed water for Class A; Class AM and Class B users; replacing Resolutions No. R2009-08 and R2011-10, etc. (Attachments – Staff Recommends Approval)
3. Resolution No. R2011-16 a resolution declaring a sole source provider for in-car video camera operations based on the current existing system; etc. (Attachments – Staff Recommends Approval)
4. Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included) (Attachments – Board Option)

d. APPOINTMENTS

1. None

e. CONTRACTS AND AGREEMENTS

1. Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower) (Attachments – Board Option)

f. FINANCIAL

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

g. GENERAL ITEMS FOR CONSIDERATION

1. Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; the Quit Claim Deeds; and the Easements from the City of Wildwood to Sumter County providing for the perpetual storm water storage upon and across certain described property (Attachments – Board Option)
2. Discussion/action requested reference Optional Concurrency Facilities recommendations (Melanie Peavy, DSD) (Attachments – Staff Recommends Approval)
3. Discussion/action reference Turkey Run's request for a 3rd Addendum to the Developer's Agreement (Attachments – Staff Recommends Approval)
4. Discussion/action reference Homes In Partnership/Fifth Street's request for a 2nd Addendum to Developer's Agreement (Attachments – Staff Recommends Approval)
5. Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft (Attachments – Staff Recommends Approval)

4. ADJOURN:

NOTES – NO ACTION REQUIRED:

- a. None

REPORTS:

CITY MANAGER (2.a.f.):

1. Review of The Villages of Wildwood extension of approval dates (Melanie Peavy, DSD) (Attachments)
2. Review of The Villages' Development of Regional Impact Status Report (please visit the City of Wildwood's website (<http://www.wildwood-fl.gov/> for the complete document) (Melanie Peavy, DSD) (Attachments)
3. FYI – Extension of Water Shortage Order No. SWF 2010-022 from the Southwest Florida Water Management District (Attachment)
4. FYI – Reminder of September 19, 2011 Workshop Meeting to discuss the Landstone Memorandum of Understanding Utility Agreement (Attachment)
5. FYI – Memo regarding Parks & Recreation Inmate Van – necessary repairs (Attachment)

1. TIMED ITEMS AND PUBLIC HEARINGS

<p>7:00 PM (a)</p>	<p>PUBLIC HEARING – 2nd FINAL READING</p>	<p>1. <u>Ordinance No. O2011-11</u>, an ordinance providing for payment to City Commission for attendance at meetings, AND</p> <p>2. <u>Resolution No. R2011-13</u>, a resolution of the City of Wildwood setting salary amounts for the Mayor and City Commissioners and providing for an effective date (Attachment – Board Option)</p>
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ORDINANCE NO. O2011-11

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING SECTION 2-56 OF THE CITY OF WILDWOOD CODE; PROVIDING FOR SALARIES FOR THE CITY COMMISSION AND MAYOR; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Be it ordained by the City Commission of the City of Wildwood, Florida:

SECTION 1. Section 2-56, City of Wildwood Code, is amended as follows (cross-throughs indicate deletions and underlines indicate additions):

Section 2-56. Payment for attendance at meetings.

The ~~current~~ annual salaries of the mayor and commissioners shall be set by resolution. The initial salary to be set by resolution shall not exceed the current salaries of the Mayor and Commissioners. Said salaries may not be increased in an amount over the initial salary until after the 2012 election. Thereafter, the salaries shall be increased each fiscal year based upon any percentage increase in CPI. ~~considered as payment only for the regularly scheduled meetings. Attendance at any meetings above and beyond the regularly scheduled meetings shall be paid at a prorated cost based on the current salary of the mayor and commissioners.~~

SECTION 2. If any section, subsection, sentence, clause, phrase of this ordinance, or any particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 3. This ordinance shall take effect immediately upon its final adoption by the City Commission

PASSED AND ORDAINED this ____ day of _____, 2011, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

RESOLUTION NO. R2011-13

A RESOLUTION OF THE CITY OF WILDWOOD, FLORIDA;
SETTING SALARY AMOUNTS FOR THE MAYOR AND CITY
COMMISSIONERS; AND PROVIDING FOR AN EFFECTIVE
DATE.

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

1. The annual salaries for the Mayor and City Commissioners shall be \$7,200.00 for
the Mayor and \$5850.00 for the Commissioners.

2. The salaries shall be increased annually based upon increases in the CPI
beginning after the 2012 election.

3. This resolution shall become effective from the date it is passed by the City
Commission of the City of Wildwood, Florida.

PASSED AND RESOLVED this _____ day of _____, 2011, by the
City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION:

- None

(a) CITY MANAGER:

NOTES: (2.f.)

None

REPORTS: (2.f.)

(See "f" below)

(b) CITY ATTORNEY:

(1)

(c) CITY CLERK:

(1)

(d) COMMISSION MEMBERS:

(1)

(e) PUBLIC FORUM:

(1)

(f) NOTES/REPORTS/FILED ITEMS:

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

1. Review of The Villages of Wildwood extension of approval dates (Melanie Peavy, DSD) (Attachments)
2. Review of The Villages' Development of Regional Impact Status Report (please visit the City of Wildwood's website (<http://www.wildwood-fl.gov/> for the complete document) (Melanie Peavy, DSD) (Attachments)
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5. FYI – Memo regarding Parks & Recreation Inmate Van – necessary repairs (Attachment)



August 2, 2011

RECEIVED

AUG 05 2011

Mrs. Melanie Peavey
Development Services Director
100 North Main Street
Wildwood, Florida 34785

CITY OF WILDWOOD
Community Development Dept.

Re: Villages of Wildwood extension of approval dates

Dear Melanie:

This letter serves as the notification of a 4-year extension of the phase, buildout and expiration dates for the Villages of Wildwood Development of Regional Impact (DRI). The extension is pursuant to Section 54(19)(c)2. of Chapter 2011-139, Laws of Florida, a copy of which is attached and went into effect on June 2, 2011. Specifically, the law provides in Section 54 this extension of all commencement, phase, buildout and expiration dates for projects that are currently valid developments of regional impact. Associated mitigation requirements may also be extended as provided in the law.

The new extended dates for the Villages of Wildwood DRI are as follows:

- Substantially Proceed: From December 31, 2012 to December 31, 2016**
- Phase I: From December 31, 2011 to December 31, 2015**
- Phase II: From December 31, 2014 to December 31, 2018**
- Buildout: From December 31, 2014 to December 31, 2018**
- Expiration: From December 31, 2019 to December 31, 2023**

In order to effect the extension, the applicant/developer is required to notify the local government in writing by December 31, 2011. This extension does not require a notice of proposed change or any action of the local government. This letter serves as our statutorily required notice to you of this extension. Unless we hear of any concerns from your office on this extension on or before September 7, 2011, we will put in the public records of Sumter County a notification of DRI extension and will send you a recorded copy for your files.

(c) An extension of the date of buildout of a development, or any phase thereof, by more than 7 years is presumed to create a substantial deviation subject to further development-of-regional-impact review.

1. An extension of the date of buildout, or any phase thereof, of more than 5 years but not more than 7 years is presumed not to create a substantial deviation. The extension of the date of buildout of an areawide development of regional impact by more than 5 years but less than 10 years is presumed not to create a substantial deviation. These presumptions may be rebutted by clear and convincing evidence at the public hearing held by the local government. An extension of 5 years or less is not a substantial deviation.

2. In recognition of the 2011 real estate market conditions, at the option of the developer, all commencement, phase, buildout, and expiration dates for projects that are currently valid developments of regional impact are extended for 4 years regardless of any previous extension. Associated mitigation requirements are extended for the same period unless, before December 1, 2011, a governmental entity notifies a developer that has commenced any construction within the phase for which the mitigation is required that the local government has entered into a contract for construction of a facility with funds to be provided from the development's mitigation funds for that phase as specified in the development order or written agreement with the developer. The 4-year extension is not a substantial deviation, is not subject to further development-of-regional-impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection. The developer must notify the local government in writing by December 31, 2011, in order to receive the 4-year extension.

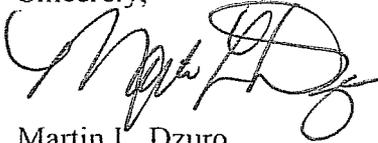
For the purpose of calculating when a buildout or phase date has been exceeded, the time shall be tolled during the pendency of administrative or judicial proceedings relating to development permits. Any extension of the buildout date of a project or a phase thereof shall automatically extend the commencement date of the project, the termination date of the development order, the expiration date of the development of regional impact, and the phases thereof if applicable by a like period of time. ~~In recognition of the 2007 real estate market conditions, all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension. The 3 year extension is not a substantial deviation, is not subject to further development of regional impact review, and may not be considered when determining whether a subsequent extension is a substantial deviation under this subsection.~~

(e)1. Except for a development order rendered pursuant to subsection (22) or subsection (25), a proposed change to a development order that individually or cumulatively with any previous change is less than any numerical criterion contained in subparagraphs (b)~~1.-10.1.-13.~~ and does not exceed any other criterion, or that involves an extension of the buildout date of a development, or any phase thereof, of less than 5 years is not subject to

This extension is for the Villages of Wildwood DRI Development Order and we anticipate completing buildout of the development within these revised timeframes which is December 31, 2018.

Please contact me if you have any questions at (352) 753 – 6262 or e-mail at marty.dzuro@thevillages.com.

Sincerely,



Martin L. Dzuro
Vice President
The Villages of Lake Sumter, Inc.

Cc: Bruce Day, Withlacoochee Regional Planning Council
Ana Richmond, Department of Community Affairs



2. a. REPORTS & PUBLIC INPUT (f.2.) Review of The Villages' Development of Regional Impact Status Report (please visit the City of Wildwood's website (<http://www.wildwood-fl.gov/> for the complete document) (Melanie Peavy, DSD)

RECEIVED

APR 22 2011

CITY OF WILDWOOD
Community Development Dept.

April 20, 2011

Ms. Melanie Peavy
Development Services Director
City of Wildwood
100 N Main Street
Wildwood, Florida 34785

RE: The Villages' Developments of Regional Impact Annual Status Report

Dear Ms. Peavy:

As per Florida Administrative Code 9J-2.025 pursuant to Chapter 380.06 (15, 16 and 18) Florida Statutes, I have enclosed herewith two copies of The Villages' Developments of Regional Impact Annual Status Report for Tri-County Villages, Villages of Marion, Villages of Sumter and Villages of Wildwood for the reporting period of April 1, 2010 to March 31, 2011.

Sincerely,

Martin L. Dzuro, P.S.M.
Vice President

MLD/vcv
Enclosures



An Equal Opportunity Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

TDD only: 1-800-231-6103 (FL only)

On the Internet at WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

H. Paul Senft, Jr.
Chair, Polk

Hugh M. Gramling
Vice Chair, Hillsborough

Douglas B. Tharp
Secretary, Sumter

Albert G. Joergler
Treasurer, Sarasota

Nell Combee
Former Chair, Polk

Todd Pressman
Former Chair, Pinellas

Judith C. Whitehead
Former Chair, Hernando

Jeffrey M. Adams
Pinellas

Michael A. Babb
Hillsborough

Carlos Beruff
Manatee

Bryan K. Beswick
DeSoto

Jennifer E. Closshey
Hillsborough

William S. Bilenky
Interim Executive Director
and General Counsel



August 3, 2011

SUBJECT: Extension of Water Shortage Order No. SWF 2010-022

Dear Local Government Official:

During its meeting on July 26, 2011, in response to ongoing drought impacts to regional water resources, the Governing Board of the Southwest Florida Water Management District (District) ordered an extension of the existing Modified Phase I (Moderate) Water Shortage declaration.

The Water Shortage Order first went into effect on December 1, 2010 and would have otherwise expired on July 31, 2011. The modified expiration date is October 31, 2011; however, the Board may revisit the issue at an earlier date if conditions improve significantly in response to summer rains.

If you need to refamiliarize yourself regarding the restrictions and other requirements included in the Water Shortage Order, please visit the District's website (www.WaterMatters.org) and click on the "Water Restrictions" image or contact its Water Shortage hotline (call 1-800-848-0499 or e-mail Water.Restrictions@WaterMatters.Org).

Sincerely,

William S. Bilenky, J.D.
Interim Executive Director

2. a. REPORTS & PUBLIC INPUT:
(f.3) FYI - FYI - Extension of Water Shortage Order No. SWF 2010-022 from the Southwest Florida Water Management District

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

SUBJECT: September 19th Workshop 5:30pm

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only) **DATE OF MEETING:** 8/22/11
 Regular Meeting Special Meeting

CONTRACT: N/A

Effective Date: _____

Managing Division / Dept: _____

Vendor/Entity: _____

Termination Date: _____

BUDGET IMPACT: _____

Annual

FUNDING SOURCE: _____

Capital

EXPENDITURE ACCOUNT: _____

N/A

HISTORY/FACTS/ISSUES:

Mayor and Commission,

As previously discussed, a special called meeting will be held on September 19th at 5:30pm in order for the Commission to discuss the Landstone Memorandum of Understanding and Utility Agreement. All supporting documentation and options will be provided to you prior to that workshop.

Regards,

Robert Smith
City Manager
City of Wildwood

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

Memo



To: Robert Smith
From: Steve Watson *SW*
CC: Jason Hargrove
Date: 8/16/2011
Re: Parks and Recreation Inmate Van

Regarding the damage done to the rear doors of the Parks and Recreation inmate van; due to the fact that this is the only means of transportation to and from the institution it makes it difficult to follow the usual procedure on repairing damages like this.

Normally, we get three estimates and take it to the appropriate body shop for repair, but being we are in the peak of mowing season, having the van down for an extended period of time would put us way behind on our mowing maintenance.

There are two other options we can take. I can buy the doors and have them painted. When they are ready the van can be left with me for one day, maybe two and we can install all the hardware and put the doors on the van ourselves. The doors cost around \$1,400 plus whatever the paint will be. The other option is to wait until fall when the grass growing slows down and take it to a body shop.

Please let me know which direction you would like to go on this matter.

PLAZA COLLISION CENTER

Federal ID: 591628060

8925 S. Highway 441, LEESBURG, FL 34789

Phone: (352) 787-1255

FAX: (352) 787-0310

Preliminary Estimate

Customer: CITY OF WILDWOOD

Insured: CITY OF WILDWOOD

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact:

Owner:

CITY OF WILDWOOD

(352) 330-1343 Evening

Inspection Location:

PLAZA COLLISION CENTER

8925 S. Highway 441

LEESBURG, FL 34789

Repair Facility

(352) 787-1255 Business

Insurance Company:

VEHICLE

Year: 2010	Body Style: 3D VAN	VIN: 1F8NE3BL3ADA03957	Mileage In:
Make: FORD	Engine: 8-5.4L-FI	License:	Mileage Out:
Model: E350 4X2	Production Date:	State:	Vehicle Out:
Color: Int:	Condition:	Job #:	

12 Passenger Seating	Bucket Seats	Intermittent Wipers	Stability Control
4 Wheel Disc Brakes	Clear Coat Paint	Overdrive	Stereo
Air Conditioning	Console/Storage	Passenger Air Bag	Styled Steel Wheels
AM Radio	Driver Air Bag	Power Brakes	Tilt Wheel
Anti-Lock Brakes (4)	Dual Mirrors	Power Steering	
Automatic Transmission	FM Radio	Search/Seek	

Preliminary Estimate

Customer: CITY OF WILDWOOD

Vehicle: 2010 FORD E350 4X2 3D VAN 8-5.4L-FI

Line	Operation	Description	Qty	Extended Price \$	Labor	Paint
1		BACK DOOR				3.2
2	*	Repl RT Door shell w/window	1	553.15		1.3
3		Add for Clear Coat				
4	#	HAZARDOUS WASTE REMOVAL	1	3.00		2.8
5	*	Repl LT Door shell w/window	1	553.65		-0.2
6		Overlap Major Non-Adj. Panel				0.5
7		Add for Clear Coat				
8	#	FLEX ADDITIVE	1	6.00		
9	#	BODY SHOP SUPPLIES	1	10.00		
SUBTOTALS				1,225.80	0.0	7.6

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,225.80
Paint Labor	7.6 hrs @	\$ 40.00 /hr	304.00
Paint Supplies	7.6 hrs @	\$ 24.00 /hr	182.40
Subtotal			1,712.20
Grand Total			1,712.20
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			1,712.20

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE (FLORIDA STATUTES TITLE XLVI, CHAPTER 817.234). FAILURE TO USE THE INSURANCE PROCEEDS IN ACCORDANCE WITH THE SECURITY AGREEMENT, IF ANY, COULD BE A VIOLATION OF S. 812.014, FLORIDA STATUTES. IF YOU HAVE ANY QUESTIONS, CONTACT YOUR LENDING INSTITUTION. IF A CHARGE FOR SHOP SUPPLIES OR HAZARDOUS OR OTHER WASTE REMOVAL IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: "THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL." IF A CHARGE FOR NEW TIRES OR A NEW OR REMANUFACTURED LEAD-ACID BATTERY IS INCLUDED ON THIS ESTIMATE, PLEASE NOTE THE FOLLOWING: A \$1.00 FEE FOR EACH NEW MOTOR VEHICLE TIRE SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW MOTOR VEHICLE TIRES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX CHAPTER 403.718. A \$1.50 FEE FOR EACH NEW OR REMANUFACTURED LEAD-ACID BATTERY SOLD AT RETAIL IS IMPOSED ON ANY PERSON ENGAGING IN THE BUSINESS OF MAKING RETAIL SALES OF NEW OR REMANUFACTURED LEAD-ACID BATTERIES WITHIN THE STATE OF FLORIDA. FLORIDA STATUTES TITLE XXIX 403.7185.

Preliminary Estimate

Customer: CITY OF WILDWOOD

Vehicle: 2010 FORD E350 4X2 3D VAN 8-5.4L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR2MB08, CCC Data Date 8/9/2011, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2010 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

3. **NEW BUSINESS – ACTION REQUIRED**

a. **MINUTES**

1. Minutes of Regular Meeting held on June 27th, 2011 (Attachments –Staff recommends approval)
2. Minutes of Regular Meeting held on July 11th, 2011 (Attachments –Staff recommends approval)

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

1. Ordinance No. O2011-10, an ordinance amending sections of the City Code of Ordinances and providing for a definitions and limits, etc. for metallic discharges (Attachments – Staff recommends approval)

c. **RESOLUTIONS FOR APPROVAL:**

1. Resolution No. R2011-14, a resolution providing for increases to the water and wastewater user charge and base rates; rescinding resolutions R2010-16 and R2011-09, etc. (Attachments – Staff Recommends Approval)
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4. Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included) (Attachments – Board Option)

d. **APPOINTMENTS**

1. None

e. **CONTRACTS AND AGREEMENTS**

1. Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower) (Attachments – Board Option)

f. **FINANCIAL**

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

g. **GENERAL ITEMS FOR CONSIDERATION**

1. Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; the Quit Claim Deeds; and the Easements from the City of Wildwood to Sumter County providing for the perpetual storm water storage upon and across certain described property (Attachments – Board Option)
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5. Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft (Attachments – Staff Recommends Approval)

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA
REGULAR MEETING
AUGUST 8, 2011 – 7:00 P.M.
CITY HALL COMMISSION CHAMBER

(Meeting taped)

The City Commission of the City of Wildwood, Florida met in Regular session, August 8, 2011 at 7:00 p.m.

Present were: Mayor Wolf, Commissioners Bivins, Clark, Allen and Strickland. Also present were: City Manager Smith, City Clerk Jacobs, Assistant City Clerk Roberts, Police Chief Reeser, and AVT Law. City Attorney entering after in session.

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

1. TIMED ITEMS AND PUBLIC HEARINGS

7:00 PM

(a) PUBLIC HEARING 2nd Final Reading - Ordinance No. O2011-04, an ordinance amending sections of the City's Charter and providing for Elections Procedures (Attachments – Staff Recommends Approval)

O2011-04 read by title only and Public Hearing opened. No comments were received.

Motion by Commissioner Bivins, second by Commissioner Strickland that Ordinance No. 2011-04: An Ordinance Of The City Of Wildwood, Florida; Amending Sections 2-31, 2-32, 2-33, 2-34 And 2-35 Of The City Of Wildwood Code Of Ordinances; Providing For Elections Procedures; Providing For Conflict; And Providing For An Effective Date: is adopted on second final reading. Motion carried by unanimous vote.

2. REPORTS AND PUBLIC INPUT

SPECIAL PRESENTATION: None at this time

a. City Manager – Noted reports 1) and 2). Referred to costs involved with item 3) and noted the funds have been budgeted in next fiscal year budget, which begins October 1.

1) FYI – Water Department's second quarterly summary (projects) update (Attachment)

2) FYI – Parks & Recreation Department announces Co-Ed Adult Kickball beginning in September (Attachment)

3) FYI – Update on Broken Oak Street lighting from PWD Gene Kornegay (Attachment)

Additional reports of items to be brought to Budget workshop or future meeting.

Tot Lot, TDC application with September 9 deadline, Cell tower agreement, Fire Station lease, Waste Management Rate Discussion, 2nd Budget workshop scheduled for Monday, August 15 at 9:00 a.m. Noted he Windemere interviews are complete and he should know something on Tuesday, August 9.

b. City Attorney - None.

c. City Clerk - None.

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- d. Commission Members
Allen – noted again the report from PWD Kornegay regarding lights at Woodlane Meadows, and requested a status update letter be sent to the residents.
- e. Public Forum (10 minute time limit) - None.
- f. Notes, Reports, and items for the file as attached

3. NEW BUSINESS – ACTION REQUIRED

- a. MINUTES
 - 1) Minutes of First Budget Workshop held on July 18, 2011(Attachments – Staff recommends approval)
 - 2) Minutes of Regular Meeting held on July 25, 2011 (Attachments –Staff recommends approval)

Motion by Commissioner Allen, second by Commissioner Bivins to accept the minutes of July 18, 2011 and July 25, 2011 as typed. Motion carried by unanimous vote.

- b. ORDINANCES FIRST READING ONLY (READ ONLY – NO VOTE)
 - 1) Ordinance No. O2011-11, an ordinance providing for payment to City Commission for attendance at meetings (Attachments – Board Option)

Ordinance No. O2011-11 was introduced and read by title only by Mayor Wolf.

CM Smith – indicated that 36 meetings are budgeted therefore this is not a raise in compensation, but provides a set salary and gives the Commission the opportunity to implement a CPI increase per year. Have reviewed how other counties and municipalities set the pay and have tried to figure out the fairest way.

- c. RESOLUTIONS FOR APPROVAL:
 - 1) Resolution No. R2011-12, a resolution declaring surplus property and determining a manner of disposal (Attachment – Staff Recommends Approval)

Resolution No. 2011-12 was introduced and read by title only. Noted these are items from police department forfeitures.

Motion by Commissioner Allen, second by Commissioner Clark that Resolution No. R2011-12: 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: is adopted. Motion carried by unanimous vote.

- d. APPOINTMENTS - None
- e. CONTRACTS AND AGREEMENTS - None
- f. FINANCIAL
 - 1) Bills for Approval (Attachments – Staff Recommends Approval)

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Motion by Commissioner Strickland, second by Commissioner Bivins to pay bills.
Motion carried by unanimous vote.

g. GENERAL ITEMS FOR CONSIDERATION

1) Request approval for Forfeiture of Property to the Wildwood Police Department – Destruction List 2011-004 under Section 705.105, Florida Statutes (Attachments – Staff Recommends Approval)

Motion by Commissioner Clark, second by Commissioner Bivins to approve request. Motion carried by unanimous vote.

CM Smith noted that this has come on the last two meetings because the Police Department is going through evidence and purging whatever is not needed and the Clerk's office is doing the same thing in the Annex and getting rid of old documents and retaining what is required. This will help when the annex improvements begin next year.

2) Discussion regarding city owned property on Masters Avenue (appraisal) (Attachments – Board Option)

CM Smith reported that by utilizing the Palmer Library as the future water offices, it allows for equipment and stock items to be stored in the same building. This allows for the City to get rid of some properties. SWFWMD is interested in the property on Masters Avenue because of the monitoring well on the site. SWFWMD is willing to have an appraisal of the property at their expense, and offer the appraised amount to the City to purchase the Masters Avenue property. Would like direction whether to allow SWFWMD to have appraised, for the City to have appraised, allow SWFWMD to purchase or put out for bids and sell to the best bid.

Mayor Wolf – City should retain the right to get a second appraisal if the City doesn't agree with their appraisal.

Motion by Commissioner Clark, second by Commissioner Bivins to approve for SWFWMD to have their certified appraiser perform an appraisal, but reserve the right to turn it down and to get a second appraisal. Motion carried by unanimous vote.

3) Confirmation requested for workshop meeting scheduled for Monday, September 19th at 5:30 PM, City Commission Chamber – City Hall to discuss the Utility Agreement with Landstone Communities (NO Attachments)

Motion by Commissioner Allen, second by Commissioner Strickland to approve workshop meeting for Monday, September 19 at 5:30 p.m. Motion carried by unanimous vote.

Mayor Wolf requested that the Commission discuss consideration of doing away with the Occupational License. CM Smith noted there are other ways of knowing what business is moving into the City without the Business Tax License.

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4. ADJOURN:

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

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

ORDINANCE NO. O2011-10

AN ORDINANCE OF THE CITY OF WILDWOOD, FLORIDA, AMENDING SECTIONS 19-181; 19208; 19-212; 19-242; 19-281; and 19-283 OF THE CITY OF WILDWOOD CODE; PROVIDING FOR A DEFINITION FOR SIGNIFICANT NONCOMPLIANCE; PROVIDING FOR LOCAL LIMITS FOR METALLIC DISCHARGES; PROVIDING OFR NOTICE TO DIRECTOR OF FACILITY CHANGES; PROVIDING FOR INDIVIDUAL WASTEWATER PERMITS; PROVIDING FOR CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood, Florida, is proposing to require as follows:

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

SECTION 1. The definition of significant noncompliance or SNC contained in Section 19-181 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-181. Definitions.

Significant noncompliance or SNC means an SIU shall be in significant noncompliance when any ore or more of the following criteria are satisfied:

- (1) Chronic violations of wastewater discharge limits defined here as those in which sixty-six percent (66%) or more of all measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 2; ~~when 66 percent or more of the measurements taken during a six-month period exceed (by any magnitude) the maximum limit or average limit (if applicable) for the same pollutant parameter;~~
- (2) Technical review criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 2, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH); ~~when 33 percent or more of the measurements for each pollutant parameter is taken during a six-month period equal or exceed the product of the maximum limit or average limit (if applicable) multiplied by the applicable TRC;~~

- a. ~~For BOD, TSS, Total Oil and Grease, TRC = 1.4 or 40 percent over the limit;~~
b. ~~for all other pollutants, TRC = 1.2 or 20 percent over the limit;~~

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that [the Superintendent] determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;

~~(4) Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in [the Superintendent's] exercise of its emergency authority to halt or prevent such a discharge;~~

~~(5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in an individual wastewater discharge permit [or a general permit] or enforcement order for starting construction, completing construction, or attaining final compliance;~~

~~(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports and reports on compliance with compliance schedules;~~

~~(7) Failure to accurately report noncompliance; or~~

~~(8) Any other violation(s), which may include a violation of Best Management Practices, which [the Superintendent] determines will adversely affect the operation or implementation of the local pretreatment program.~~

~~When the SIU fails to respond within ten days of receipt of a letter of violation (LOV) issued by the director;~~

~~(4) When the SIU fails to accurately report non-compliance;~~

~~(5) When the SIU reports false "information";~~

~~(6) When the SIU intentionally or negligently violates a permit condition or requirement;~~

~~(7) When the SIU refuses to permit entry to the director or a duly authorized employee for inspection, etc., as specified in this article;~~

~~(8) When any violation occurs that the director reasonably believes has caused, alone or in combination with other discharges, interference (e.g., slug loads) or pass-through; or endangered the health of the POTW employees or the general public;~~

- ~~(9) When any discharge occurs which causes imminent endangerment to human health, welfare or to the environment or results in the POTW's use of its emergency authority to halt or prevent such a discharge;~~
- ~~(10) When violations of industrial wastewater discharge permit (IWDP) or other required compliance schedules occur such as, but not limited to, failure to start or complete construction, or failure to attain final compliance with the compliance schedule date;~~
- ~~(11) When periodic compliance reports, base-line monitoring reports or other required reports are not received by the director within 30 days after due date; or~~
- ~~(12) When any violation or group of violations occurs which, in the judgment of the director, may reasonably be expected to have a significant adverse impact on the operation or implementation of the pretreatment program, the wastewater treatment system, the quality of sludge, the system's reclaimed water quality or air emissions generated by the system, or has the potential to endanger the POTW employees:~~

SECTION 2. Section 19-208 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-208.– Restricted discharges.

The following substances, materials, waters, or waste shall be limited in discharges to municipal waste systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger life, limb, public property, or constitute a nuisance. The city manager may set limitations lower than the limitations established in the regulations listed below, if in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to acceptability, the city manager will give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater process employed, capacity of wastewater treatment plant, degree of treatability of the waste in wastewater treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste of wastewater discharged to the sanitary sewer are as follows:

- 1) Any substance having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW which exceeds 40 degrees Celsius (104 degrees Fahrenheit). Unless a higher temperature is allowed under the user's IWDP, no user shall discharge into a sewer line or other appurtenance of the POTW, wastewater with a temperature exceeding 65.5 degrees Celsius (150 degrees Fahrenheit).

- 2) Any substance which is harmful to the wastewater collection or treatment system, or is hazardous to the wastewater system because it contains flammable or explosive liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either along or by interaction with other substances to cause fire, or explosion or be injurious in any other way to the wastewater system or to the operation of the wastewater system. At no time, shall two successive readings on an explosive hazard meter, at the point of discharge into the system (or at any point in the system) be more than five percent nor any single reading over ten percent of the lower explosive limit (LEL) of the meter. Such materials may exclude, but are not limited to gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alchols, keytones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides and any other substances which the city, state, or EPA has notified the user is a fire hazard, a health hazard, or a hazard to the system.
- 3) Wastewater containing more than 100 milligrams per liter of oils, fat or grease or any other combination thereof.
- 4) Any garbage that has not been properly shredded. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- 5) All wastewater discharge exceeding local limits for metallic substances.

Local limits shall be set by resolution. The established local limits apply at the point where the wastewater is discharged to the WWF. All concentrations for metallic substances are for total metal unless indicated otherwise. At his or her discretion, the director may impose mass limitations in addition to or in place of the concentration based limitations.

A copy of the approved local limits is available upon requested at the following location: City of Wildwood Wastewater Treatment Plant.

Any wastewater discharges exceeding categorical standards or alternatively having an excess of:

Parameter	Maximum Limit in Milligrams Per Liter*
silver	4.1

arsenic	1.6
manganese	5.4
lead	8.3
nickel	3.9
zinc	2.4
copper	0.4
cadmium	1.1
total chromium	4.1
selenium	0.4
<p>*All concentrations for metallic substances are for total metals unless otherwise indicated. In the exercise of discretion, the director may impose mass limitations in addition to, or in place of, the concentration-based limitations above.</p>	

- 6) Any waters or wastes containing odor-producing substances exceeding limits, which may be established by the Director.
- 7) Any radioactive or isotopes of such halflife or concentrations as may exceed limits established in compliance with applicable state or federal regulations.
- 8) Quantities of flow, concentration, or both which constitute a "slug" as defined in Section 19-181.
- 9) Waters or wastes containing substances which are not amendable to treatment or reduction by the wastewater treatment processes employed, or are amendable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.
- 10) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form solids which interfere with the collection system, or create a condition deleterious to structures and treatment process.
- 11) Wastewater, which does not constitute normal wastewater as, defined by this ordinance.
- 12) Any substances that include or will cause pass through or interference.

SECTION 3. Section 19-212 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

- (1) In order to provide for accurate sampling and measurement of industrial wastes, each designated discharger shall provide and maintain, on each of its industrial waste outlet sewers, a large manhole for sampling, or other devices acceptable to the city to be located outside or near its plant boundary line. If the inside of the plant fence, there shall be a gate near the sampling chamber with a key furnished to the city. There shall be ample room provided in each sampling chamber to enable convenient inspection and sampling by the city or its agent. The sampling port shall be of a design approved by the wastewater director.
- (2) Each sampling chamber shall contain a Parshall flume, accurate weir, or other approved device, with a recording and totalizing register for measurement of the liquid quantity; or the metered water supply to the industrial plant may be used as the liquid quantity where it is substantiated that the metered water supply and waste quantities are approximately the same, or where a measurable adjustment can be made in the metered supply to determine the liquid quantity. The measuring, totalizing, recording devices are to be supplied, installed, and maintained by the owner. All wastewater samples must be representative of the User's discharge. Wastewater monitoring flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of the User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

SECTION 4. Section 19-242 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-242. Accidental discharge/slug control plans.

- (a) Each user shall provide protection from accidental or slug discharges of prohibited materials of other substances regulated by this article. Facilities to prevent accidental or slug discharge of prohibited materials shall be provided and maintained at the owner or user's own cost and expense.
- (b) An accidental discharge/slug control plan shall address, at a minimum, the following:
 - (1) Description of discharge practices, including nonroutine batch discharges;
 - (2) Description of stored chemicals;
 - (3) Procedures for immediately notifying the director of any

accidental or slug discharge, as required by section 19-283(f);
and

(4) Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

(c) No user who commences contribution to the POTW after the effective date of this article shall be permitted to introduce pollutants into the system until accidental discharge procedures have been approved by the city.

(d) Review and approval of such plans and operating procedures shall not relieve the industrial user from the responsibility to modify the user's facility as necessary to meet the requirements of this article.

_____ (e) In the case of an accidental or slug discharge, it is the responsibility of the user to immediately telephone and notify the POTW of the incident and provide written notification within five days fo the accidental or slug discharge. The notification include location of discharge, type of waste, concentration and volume, and corrective actions. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, fish kills, or any other damage to person or property; nor shall such notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this division or other applicable law.

(f) The wastewater director shall evaluate each industrial user at least once every two years to determine if an accidental discharge/slug control plan is required.

(g) Significant Industrial Users are required to notify the director immediately of any changes at its facility affecting the potential for a slug discharge.

SECTION 5. Section 19-281 is amended as follows (cross throughs (-) shall indicate deletions and underlines (u) shall indicate additions):

Sec. 19-281– Wastewater discharges.

(a) It shall be unlawful for any person to discharge without a city permit to the

POTW any wastewater except as authorized by the provisions of this article.

(b) Individual Wastewater Discharge Permit—contents.

An individual wastewater discharge permit, or a general permit, shall include such conditions as are deemed reasonably necessary by the director to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.

(1) Individual wastewater discharge permits must contain:

a. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;

b. A statement that the wastewater discharge permit is nontransferable without prior notification to the city in accordance with Section 5.5 of this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;

c. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;

d. Self monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State and local law;

e. The process for seeking a waiver from monitoring for pollutant neither present nor expected to be present in the Discharge in accordance with Section 6.4.B.;

f. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State or local law.

g. Requirements to control Slug Discharge, if determined by the city to be necessary;

h. Any grant of the monitoring waiver by the city must be included as a condition in the user's permit.

SECTION 6. Section 19-283 is amended as follows (cross throughs (-) shall indicate deletions and underlines () shall indicate additions):

Sec. 19-283. Reporting requirement for permittee.

a) Baseline monitoring reports.

(1) Within either 180 days after the effective date of a categorical pretreatment standard, or the final administrative decision on a category determination under Rule 62-625.410(2)(d), F.A.C., whichever is later, existing industrial users currently discharging to or scheduled to discharge to the POTW shall submit to the director a report which contains the information listed in paragraph (2) below. At least 90 days prior to commencement of their discharge, new sources, and sources that become categorical users subsequent to the promulgation of an applicable categorical standard, shall submit to the director a report which contains the information listed in paragraph (2), below. New sources shall report the method of pretreatment it intends to use to meet applicable pretreatment standards. New source also shall give estimates of the information requested in paragraph (2)(d) and (3) below.

(2) Industrial users described above shall submit the information set forth below:

- a. Identifying information. The name and address of the facility, including the name of the operator and owner.
- b. Permits. A list of any pollution control permits held by or for the facility.
- c. Description of operations. A brief description of the nature, average rate of production, and standard industrial classifications (SIC) codes of the operation(s) carried out by such user. This description should include a schematic process diagram which indicates points of discharge to the POTW from the regulated processes.
- d. Flow measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined wastestream formula set out in 62-625.41(6) F.A.C.
- e. Measurement of pollutants.

1. Except as indicated in Section B and C below, the User

must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by [the Superintendent]. Where time-proportional composite sampling or grab sampling is authorized by [the City], the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides and the sulfide samples may be composited in the laboratory. Composite samples for other parameters unaffected by the composting procedures as documented in approved EPA methodologies may be authorized by [the City], as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

3. For sampling required in support of a baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12 (b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data are available, [the Superintendent] may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

4. The categorical pretreatment standards applicable to each regulated process.

5. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the standard or by the director, of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported. The sample shall be representative of

daily operations and all laboratory and analytical reports shall comply with Rule 62-160.670, F.A.C.

36. A minimum of four grab samples must be used for any of these applicable tests: pH, cyanide, total phenals, oil and grease, sulfide, volatile organics, temperature dissolved oxygen, chlorine residual, uni-ionized ammonia, microbiology, specific conductance, and dissolved constituents (e.g. ortho phosphate, etc.). For all other pollutants, 24-hour composite samples must be obtained through flow-proportional composite sampling techniques where feasible. The control authority shall waive flow-proportional composite sampling for any industrial user that demonstrates that flow-proportional sampling is technically infeasible. In such cases, samples shall be obtained through time-proportional composite sampling techniques or through a minimum of four grab samples where the industrial user demonstrates that this will provide a representative sample of effluent being discharged.
47. The industrial user shall take a minimum of one representative sample to compile that data necessary to comply with these requirements.
58. Samples shall be taken immediately downstream from pretreatment facilities, if such exist, or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the industrial user shall measure the flows and concentrations necessary to allow use of the combined waste stream formula of Rule 62-625.410(6), F.A.C., in order to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit has been calculated in accordance with Rule 62-625410(6), F.A.C., this adjusted limit, along with supporting data, shall be submitted to the control authority.
69. All activities related to sampling and analysis shall comply with Chapter 62-160, F.A.C., and shall be conducted under the requirements of Rule 62-160.300(5), F.A.C., which is Category 2A.
- i. Sampling activities and laboratory analyses shall be performed according to procedures specified

in "The Department of Environmental Regulation
Standard Operating Procedures for Laboratory
Operations and Sample Collection Activities"
(DER-AQ-001/92) September 1992, herein
incorporated by reference. Alternately, an
organization with the required protocols listed in
their department approved comprehensive
quality assurance plan may sample and analyze
according to the protocols specified in that
document.

- ii. To the extent possible, analytical tests shall be performed in accordance with the techniques prescribed in chapter 62-160, F.A.C. If a test for a specific component is not available in chapter 62-160, F.A.C., the testing laboratory shall select an alternative method from those listed in DER-QA-001/92 and propose its use to the quality assurance section of the department. The department shall determine if the proposed method is appropriate and applicable for use by the laboratory in accordance with Rule 62-160.530, F.A.C.
- iii. Where sampling or analytical techniques for the pollutant in question are not available or approved, or where the department determines that sampling and analysis shall be performed by using analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the control authority or other parties, for which method validation information has been submitted and approved by the Department in accordance with Rules 62-160.430, 62-160.520 and 62-160.530, F.A.C.

710. The industrial user may submit a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures.

811. The baseline report shall indicate the time, date and place of sampling; method of analysis; and test results for each component and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.

f. ~~A statement, reviewed by the industrial user's authorized representative, indicating whether pretreatment standards are being~~

~~met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.~~

Certification of Permit Applications, User Reports and Initial Monitoring Waiver– The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with Section 4.7; Users submitting baseline monitoring reports on compliance with the categorical Pretreatment Standard deadlines under Section 6.3; Users submitting periodic compliance reports required by Section 6.4 A-D, and Users submitting an initial request to forego sampling of a pollutant on the basis of Section 6.4B(4). The following certification statement must be signed and by an Authorized Representative as defined in Section 1.4C:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

- g. Compliance schedule. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule by which the user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this section must meet the requirements set out in section 19-283(b).
1. Where the industrial user's categorical pretreatment standard has been modified by the combined waste stream formula in accordance with Rule 62-625.410(6), F.A.C., a removal credit in accordance with Rule 62-625.420, F.A.C., or a fundamentally different factor variance in accordance with Rule 62-625.700, F.A.C., at the time the industrial user submits the report required by this subsection, the information requested in f. and g. of this subsection shall pertain to the modified limits.
 2. If the categorical pretreatment standard is modified by the combined waste stream formula, a removal credit, or a fundamentally different factor variance after the industrial user submits the report required by this subsection, any necessary amendment to the information requested in f. and g. of this

subsection shall be submitted by the industrial user to the control authority within 60 days after the modified limit is approved.

- h. Signature and certification. All baseline monitoring reports must be signed and certified in accordance with section 19-282(b)(14).
- (b) Compliance to schedule progress reports. The following conditions shall apply to the compliance schedule required by section 19-283(a)(2)g.:
- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning on conducting routine operation);
 - (2) No increment referred to above shall exceed nine months;
 - (3) The user shall submit a progress report to the director no later than 14 days following each date in the schedule and the final date of compliance, including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken to return the established schedule; and,
 - (4) In no event shall more than nine months elapse between such progress reports to the director.
- (c) Reports on compliance with categorical pretreatment standard deadline. Within 90 days following the date for final compliance with applicable categorical pretreatment standards, or in the case of a new source following commencement of the introduction of wastewater into the POTW, any user subject to such pretreatment standards and requirements shall submit to the director a report containing the information described in section 19-283(a)(2)d. through f. For users subject to equivalent mass or concentration limits established in accordance with procedures in [Rule] 62-625.410(4) [F.A.C.], this subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the user's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with section 19-282(b)(14).
- (d) Periodic compliance reports.
- (1) All significant industrial users shall, at a frequency determined by the director but in no case less than twice per year (in June and December), submit a report indicating the nature and concentration of pollutants in the discharge which are limited by pretreatment standards and the measured or estimated average and maximum daily flows for the reporting period. The city may require more detailed reporting of flows if necessary to comply with the

- requirements of this article. All periodic compliance reports must be signed and certified in accordance with section 19-282(b)(14).
- (2) All wastewater samples must be representative of the user's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a user to keep its monitoring facility in good working order shall not be grounds for the user to claim that sample results are unrepresentative of its discharge.
 - (3) If a user subject to the reporting requirements in this section monitors any pollutant more frequently than required by the director, using the procedures prescribed in section 19-283(k), the results of this monitoring shall be included in the report.
- (e) Reports of changed conditions. Each user must notify the director of any planned significant changes to the user's operations or system which might alter the nature, quality, or volume of its wastewater at least 30 days before the change.
- (1) The director may require the user submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application under section 12-282(b).
 - (2) The director may issue a wastewater discharge permit under section 19-282 or modify an existing wastewater discharge permit under section 19-282(c) in response to changed conditions or anticipated changed conditions.
 - (3) For purposes of this requirement, significant changed include, but are not limited to, flow increases of 20 percent or greater, and the discharge of any previously unreported pollutants.
- (f) Reports of potential problems.
- (1) In the case of any discharge, including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load, that may cause potential problems for the POTW, the user shall immediately telephone and notify the director of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the user.
 - (2) Within five days following such discharge, the user shall, unless waived by the director, submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed pursuant to this article.
 - (3) A notice shall be permanently posed on the user's bulletin board or other permanent place advising employees whom to call in the event of a discharge described in subsection (1) above. Employers shall

ensure that all employees, who may cause such a discharge to occur,
are advised of the emergency notification procedure.

- (g) Reports from unpermitted users. All users not required to obtain a wastewater discharge permit shall provide appropriate reports to the director as the director may require.
- (h) Notice of violation/repeat sampling and reporting. If sampling performed by a user indicates a violation, the user must notify the director within 24 hours of becoming aware of the violation. The user shall also repeat the sampling and analysis and submit the results of the repeat analysis to the director within 30 days after becoming aware of the violation. The user is not required to resample if the director monitors at the user's facility at least once a month, or if the director samples between the user's initial sampling and when the user receives the results of this sampling.
- (i) Notification of discharge hazardous waste.
 - (1) The industrial user shall notify the control authority and the department's hazardous waste and pretreatment authorities in writing of any discharge into the WWF of a substance, which, if otherwise disposed of, would be hazardous waste under Chapter 62-730, F.A.C. Such notification must include the name of the hazardous waste, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the industrial user discharges more than 100 kilograms of such waste per calendar month to the WWF, the notification shall also contain the following information to the extent such information is known and readily available to the user: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following 12 months. Industrial users who commence discharging after the effective date of this article shall provide the notification no later than 180 days after the discharge of the listed or characteristic hazardous waste. Any notification under this subsection need be submitted only once for each hazardous waste discharged. However, notifications of changed discharges must be submitted under subsection (e) above. The notification requirement of this section does not apply to pollutants already reported under the self-monitoring requirements of subsections (a), (c) and (d) of this section.
 - (2) Discharges are exempt from the requirements of subsection (1) above during a calendar month in which they discharge no more than 15 kilograms of hazardous wastes, unless the wastes are acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in chapter 62-730, F.A.C., requires a one-time notification. Subsequent months during which the industrial user discharges more than such quantities of any hazardous waste do not require additional notification.

- (3) In the case of any new department regulations identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the industrial user must notify the control authority and the department's hazardous waste and pretreatment authorities of the discharge of such substance within 90 days of the effective date of such regulations.
 - (4) In the case of any notification made under this subsection, the industrial user shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
 - (5) This provision does not create a right to discharge any substance not permitted to be discharged by this ordinance, a permit issued thereunder, or applicable federal or state law.
- (j) Analytical requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in Rule 62-160, F.A.C., unless otherwise specified in an applicable categorical pretreatment standard. If Rule 62-160, F.A.C. does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by EPA.
- (k) Sample collection.
- (1) Except as indicated in subsection (2), below, the user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the director may authorize the use of time proportional sampling or a minimum of four grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
 - (2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (l) Timing. Written reports will be deemed to have been submitted on the date postmarked. For reports which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall be given.
- (m) Record keeping.
- (1) Users subject to the reporting requirements of this article shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this article and any additional records of such requirements, and documentation associated with Best Management Practices established under Section 2.4C. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed;

who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the city, or where the user has been specifically notified of a longer retention period by the city. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three years. This period shall be automatically extended for the duration of any litigation concerning the user or the city, or where the user has been specifically notified of a longer retention period by the director.

(2) Except as indicated in Sections b and c below, the user must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the city. Where time-proportional composite sampling is authorized by the city, the samples must be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24 hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Limits.

(3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(4) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the city may authorize a lower minimum. For the reports required by paragraphs Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards

and Requirements.

SECTION 7. All ordinances or parts of ordinances in conflict herewith, be, and the same are hereby repealed.

SECTION 8. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a Court or competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of said Ordinance.

SECTION 9. Effective Date. This Ordinance shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ORDAINED this ____ day of _____, 2011, by the City Commission of the City of Wildwood, Florida.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

First Reading: _____

Second Reading: _____

Approved as to form:

Jerri A. Blair, City Attorney

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**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. **NEW BUSINESS – ACTION REQUIRED**
c. **RESOLUTIONS FOR APPROVAL(1)** Resolution No. R2011-14, a resolution providing for increases to the water and wastewater user charge and base rates; rescinding resolutions R2010-16 and R2011-09, etc.

SUBJECT: Utility Base Rate Annual Adjustment

(RESOLUTION NO. R2011- 14)

REQUESTED ACTION: Staff Recommends Approval

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 8/22/11
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

General Fund
Legislative

HISTORY/FACTS/ISSUES:

Mayor and Commission,

**2011-2012 Budget Discussion
CPI Rate Increase (JUNE)**

Resolution No. 981

Authorizes the City Commission to amend utility rates per the Construction Price Index on an annual basis. Amendments would take affect after notice and on October 1, 2011.

Current Water Rate: SFH	\$5.86
Current Wastewater Rate: SFH	\$10.40
Utility Tax	\$0.29
Police User Fee	<u>\$5.00</u>
Total	\$21.55
CPI Increase (3.6%)	\$0.60
Total per SFH for Utility (not refuse)	\$22.15

Based upon the research of our Environmental Consultants (BFA), the base utility rates should be adjusted by 3.6% and not the 2.1% previously recommended.

Regards,

Robert Smith
City Manager
City of Wildwood

3. NEW BUSINESS – ACTION REQUIRED
c. RESOLUTIONS FOR APPROVAL (1) Resolution No. R2011-14, a resolution providing for increases to the water and wastewater user charge and base rates; rescinding resolutions R2010-16 and R2011-09, etc.

From: Dan Allen [mailto:DAllen@bfaenvironmental.com]
Sent: Thursday, July 28, 2011 4:49 PM
To: Robert Smith
Cc: Joseph Jacobs
Subject: RE: City Water and Wastewater Rates

Robert,

I calculate and the BLS Web Page shows 3.6% for June 2010 to June 2011 using the overall CPI.

Daniel

Daniel L. Allen, PE, Senior Vice President
BFA Environmental Consultants
1230 Hillcrest Street
Orlando, FL 32803
Ph.: 407-896-8608
Email: dallen@bfaenvironmental.com

From: Robert Smith [mailto:rsmith-wildwood@cfl.rr.com]
Sent: Tuesday, August 16, 2011 10:43 AM
To: Dan Allen
Cc: 'Joseph Jacobs'
Subject: RE: City Water and Wastewater Rates
Importance: High

Dan,

Is it your recommendation as our Environmental Consultant to increase our base rates by the 3.6%? Also, if questioned, you can provide an analysis to how you came up with the figure? Just need something from you that states that this is what it is and should be adopted (letter or memo) This is on the Agenda for Monday so I would need this no later than Thursday morning.

Regards,

Robert Smith, City Manager
City of Wildwood
100 N Main St.
Wildwood, FL 34785
B- (352) 330-1330 x 109 or 110
F- (352) 330-1334
www.wildwood-fl.gov

From: Dan Allen [mailto:DAllen@bfaenvironmental.com]
Sent: Thursday, August 18, 2011 10:41 AM
To: Robert Smith
Cc: Joseph Jacobs
Subject: RE: City Water and Wastewater Rates

Robert,

We recommend that the City adjust its rates by an inflationary factor to maintain its operating margins and ability to fund projects. We recommend that the City adjust rates based on the percentage change in the Consumer Price Index (CPI-U) of 3.6% from June 2010 to June 2011. The CPI-U is published on the Bureau of Labor Statistics (BLS) webpage.

Please let me know if you have any questions regarding this adjustment.

Daniel L. Allen, PE, Senior Vice President
BFA Environmental Consultants
1230 Hillcrest Street
Orlando, FL 32803
Ph.: 407-896-8608
Email: dallen@bfaenvironmental.com

RESOLUTION NO. R2011-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE WATER AND WASTEWATER USER CHARGE ORDINANCE AND FACILITY AVAILABILITY BASE RATES; RESCINDING RESOLUTION R2010-16 AND R2011-09; And PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 19-30 of the City of Wildwood Code provides that water and wastewater user rates shall be set by the city commission; and,

WHEREAS, the City of Wildwood has provided a mechanism for increasing water and wastewater user fees in Resolution number 981; and,

WHEREAS, the resolution provides that the commission may increase water and wastewater user fees by increases in the Consumer Price Index at any regular or special meeting of the commission; and,

WHEREAS, the Consumer Price Index for the last 12 months shows an average increase of 3.6%.

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

SECTION 1. The Residential/Commercial base rate for sewer facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$ 10.78	\$ 13.47
1"	1.25	\$ 13.47	\$ 16.83
1 ½"	2	\$ 21.54	\$ 26.93
2"	3.64	\$ 39.16	\$ 48.97
3"	7.33	\$ 78.98	\$ 98.73
4"	13.33	\$143.62	\$ 179.53
6"	25.67	\$276.47	\$ 345.60
8"	45	\$484.73	\$ 605.92
10"	76.33	\$822.23	\$1027.78

SECTION 2. The Residential/Commercial user charge rate for sewer operation and maintenance including replacement shall be:

Inside City Limits

\$2.87 per thousand gallons multiplied by 90% of the water used.

Outside City Limits

\$3.59 per thousand gallons multiplied by 90% of the water used.

(It has been established that 90% of water consumption is treated as wastewater.)

SECTION 3. The Residential/Commercial base rate for water facility availability to each user shall be based on capacity allocation as determined by meter size as follows:

Meter Size	Equivalent Meter Factor	Inside City Monthly Minimum Charge	Outside City Monthly Minimum Charge
5/8"	1	\$ 6.07	\$ 7.60
1"	1.25	\$ 7.83	\$ 9.78
1 1/2"	2	\$ 12.92	\$ 16.16
2"	3.64	\$ 24.03	\$ 30.04
3"	7.33	\$ 49.11	\$ 61.40
4"	13.33	\$ 89.84	\$112.30
6"	25.67	\$173.57	\$182.50
8"	45	\$304.78	\$380.98
10"	76.33	\$517.45	\$646.82

SECTION 4. The Commercial user charge rate for water operation and maintenance including replacement shall be:

Inside City Limits

Outside City Limits

\$1.42 per thousand gallons

\$1.79 per thousand gallons

SECTION 5. The Residential user charge rate for water operation and maintenance including replacement shall be:

Inside City Limits

0 - 6,000 Gallons
 \$1.06/1,000

7,000 and up Gallons
 \$1.59/1,000

Outside City Limits

0 - 6,000 Gallons
\$1.31/1000

7,000 and up Gallons
\$1.98/1000

SECTION 6. Irrigation shall be:

Inside City Limits

\$1.59/1,000 gallons used in addition to a \$1.06 processing fee when water charges are incurred.

Outside City Limits

\$1.98/1,000 gallons used in addition to a \$1.33 processing fee when water charges are incurred.

SECTION 7. All charges herein have been increased by 25% for users outside the City Limits.

SECTION 8. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 9. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October 2011.

PASSED AND RESOLVED, this day _____ of _____, 2011.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

RESOLUTION NO. R2011-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD; SETTING RATES FOR USE OF RECLAIMED WATER FOR CLASS A, CLASS AM AND CLASS B USERS; REPLACING RESOLUTION NO. R2009-08 and R2011-10; And PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood has passed Ordinance No. 404, which provides that rates for Class A, Class AM, and Class B users of reclaimed water shall be established by Resolution.

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

SECTION 1. Class A, Class AM and Class B users shall pay for reclaimed water as follows: All rates have been increased by a 3.6 % Consumer Price Index (CPI) as of June 2011.

- (1) Class A and AM users.

Class A and AM users shall pay a monthly fee, charge or rate as follows:

	Inside City	Outside City
Stand by charge (per ERU) (imposed beginning 90 days after availability of product to property)	\$1.04	\$1.30
Use charge per 1,000 gallons	0.65	0.81

- (2) Class B users:

a. Class B users shall pay a monthly fee, charge or rate as follows:

	Inside City	Outside City
Stand by charge (per ERU) (imposed beginning 90 days after availability of product to property)	\$1.04	\$1.30
Use charge per 1,000 gallons	0.88	1.10

b. Class B users shall pay all costs associated with the reclaimed water service connection, including, but not limited to, tapping into the

3. **NEW BUSINESS – ACTION REQUIRED** c. RESOLUTIONS FOR APPROVAL(2) Resolution No. R2011-15, a resolution setting rates for the use of reclaimed water for Class A; Class AM and Class B users; replacing Resolutions No. R2009-08 and R2011-10, etc.

distribution main, the connection pipe, the city's shut-off valve, the meter and the backflow prevention device.

SECTION 2. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October, 2011.

PASSED AND RESOLVED this _____ day of _____, 2011, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____
Joseph Jacobs, City Clerk

Ed Wolf, Mayor

RESOLUTION NO. R2011-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, DECLARING A SOLE SOURCE PROVIDER FOR IN-CAR VIDEO CAMERA OPERATIONS BASES ON THE CURRENT EXISITING SYSTEM; PROVIDING THAT THE EXISTENCE OF THE SOLE SOURCE HAS BEEN DOCUMENTED BY THE CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City currently uses an in-car video system from L3 Mobile-Vision, Inc., recognized as the premier provider of in-car video equipment to law enforcement and public safety agencies throughout North America; and,

WHEREAS, the City has current “back end” equipment purchased at substantial cost to the City through L3 Mobile Vision, Inc., that allows the video system to download to a computer automatically when the cars pull into the parking lot, thus providing a secure system because the officers cannot manipulate or delete the video; and,

WHEREAS, L3 Mobile Vision Inc., is the only vendor that offers compatible equipment that will work together with our current system, thus eliminating the need to purchase another brand of equipment totally; And

WHEREAS, the Chief of Police and staff have thoroughly researched this matter.

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

SECTION 1. L3 Mobile Vision, Inc. , is hereby deemed to be the sole source for the in-car video camera operations for City of Wildwood based on the fact future purchases are automatically compatible with the existing equipment we have and which will not cause an undue burden on the City requiring the purchase of another brand of equipment altogether because of not being compatible.

PASSED AND RESOLVED, this 22nd day of August, 2011.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

S E A L

ATTEST: _____

Ed Wolf, Mayor

Joseph Jacobs, City Clerk



Mobile-Vision, Inc.

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

3. NEW BUSINESS - ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(3) Resolution No. R2011-16 a resolution declaring a sole source provider for in-car video camera operations based on the current existing system; etc.

QUOTE

Number AAAQ3976

Date Aug 16, 2011

Sold To

Wildwood Police Department

Paul Valentino
100 E. Huey St
Wildwood, FL 34785
USA

Phone 3523301355
Fax 3523301358

Ship To

Wildwood Police Department

Paul Valentino
100 E. Huey St
Wildwood, FL 34785
USA

Phone 3523301355
Fax 3523301358

Salesperson	P.O. Number	Ship Via	Terms
MAUSER		UPS GROUND	NET 30

Line	Qty	SKU	Description	Unit Price	Ext. Price
1	2	MVD-FB2DVS-2	Flashback 2 In-Car Video System Assembly,Includes,Flashback 2 Digital Video Recorder w/8GB CF CardVoiceLink Plus 2 Wireless Microphone Assembly w/transmitterDocking Station, Office Charging Base, Belt Clip and Lapel MicrophonesGPS/WLAN AntennaNite-Watch Color Camera (12x optical & 144x Digital Zoom)Monitor Console (3.5" colr LCD display)All mounts, cables and hardware1-year Parts and labor warranty(Installation not included unless quoted)	\$4,765.00	\$9,530.00
2	2	MVD-IR-CAM	Option, Flashback IR Camera w/cables	\$265.00	\$530.00
3	2	MVD-CRASH-BAT	Collision Sensor (Triggers DVR for recording when involved in crash)Assembly product	\$135.00	\$270.00
4	1	LSSWRFB2BV	Software, Flashback 2 Basic Viewer	\$0.00	\$0.00
5	2	INSTALLATION	Installation - Flashback in car by 10-4 Safety.	\$350.00	\$700.00
6					
7					

The existing "G" antenna will work with both FB1 and FB2 systems.

Signing below is in lieu of a formal Purchase Order. Your signature will authorize acceptance of both pricing and product:

Signed: _____ Date: _____

L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Date: _____

SubTotal	\$11,030.00
Tax	TBD
S&H	\$100.00
Total	\$11,130.00

Credit Terms: Net 30 Days. State/Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

Flashback 2™ System Description

The proposed system includes our Flashback 2 in-car video system along with our Digital Evidence Pro (DEP) video management system. The DEP video management server includes a Dell server with RAID storage and features our patent pending Intelligent Volume Management™. The DE-Pro video evidence management application will:

- Control the automatic upload of digital video files from cars to the secure DE-Pro server
- Automate file archiving, backup and restoration using a robotic DVD and/or BLU-RAY robotic disk burner
- Control system access and create a log of all database activity
- Allow file searches by a number of key data fields via a simple web-server interface
- Enable cases to be built around individual and multiple video files
- Allow other digital media, such as jpegs, and PDFs to be imported into case files
- Provide automatic purging routines

Designed for harsh conditions, the Flashback 2 Digital In-Car System has no moving parts and records to solid state flash memory. It can withstand shock, vibration, and temperature extremes that would easily disable systems recording to hard drives or DVD / BLU-RAY's. The Flashback 2 DVR is compact enough to easily mount in a radio console, yet it includes an internal GPS receiver and 802.11a/g wireless LAN. This system also uses our premium ultra low light NiteWatch™ camera as well as our patented VoiceLink Plus® 2.4GHz digital spread spectrum wireless microphone system.



FLASHBACK2 OPTIONAL ACCESSORIES

3. NEW BUSINESS – ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(3) Resolution No. R2011-16 a resolution declaring a sole source provider for in-car video camera operations based on the current existing system; etc.

QTY	MODEL-P/N	DESCRIPTION	UNIT PRICE
		<u>Flashcards</u>	
EA	MVD-FB2-CF8GB	8GB flashcard for Flashback2 units	\$299.00
EA	MVD-FB2-CF16GB	16 GB Flashcard for Flashback2 units (NA for FB1)	\$379.00
EA	MVD-FB2-CF32GB	32 GB Flashcard for Flashback2 units (NA for FB1)	\$649.00
		<u>8GB Flashcard Upgrade (at time of unit purchase)</u>	
EA	MVD-1016GB-UPG	Upgrade from 8 GB to 16 GB Flashcard (NA for FB1)	\$155.00
EA	MVD-1032FB-UPGD	Upgrade from 8 GB to 32 GB Flashcard (NA for FB1)	\$379.00
		<u>Voice Link Plus (VLP2) Accessories with 2.4 MHz</u>	
EA	MVD-VLP2-TRA	Transmitter, belt clip, (2) mic cords	\$245.00
EA	MVD-VLP2-TR	Transmitter with belt clip	\$220.00
EA	MVD-VLP2-BAT	Battery	\$54.95
EA	MVD-VLP2-CG	Charging Base	\$39.95
EA	MVD-VLP2-CV	Transmitter for Cycle Vision	\$465.00
EA	MVD-VLP2-DS	Docking Station	\$195.00
EA	MVD-VLP2-DL	Dual VLP (includes full assembly and docking/charging bases)	\$565.00
EA	MVD-VLP2-DL-TM	Dual VLP for trunk mounted dvr's	\$565.00
EA	MVD-POUCH-VLP2	Leather Pouch	\$25.00
EA	MVD-VLP2-BC	Plastic Belt Clip	\$9.95
EA	MV-VLP-LPH-9	9" mic cord	\$25.00
EA	MV-VLP-LPH	30" mic cord	\$25.00
EA	MV-VLP-MCR	VLP Multi-Charger Rack – Holds 4 VLP charging bases (sold separately)	\$149.00
EA	MVD-FB-GRL-LIGHT	Grill Light	\$99.95
EA	MVD-IR-CAM	Infra Red Back Seat Camera (Not available for Flashback Lite)	\$295.00
EA	MVD-FB2-USBKEY	USB Key (for Flashback2 only)	\$19.95
EA	MVD-CRASH-BAT	Collision Sensor	\$150.00
EA	MVD-FB-USB-READ	Flashcard Reader	\$19.95
EA	MVD-8675-A-ASSY	802.11A External Access Point (for wireless download of video files-Installation not included)	\$795.00
EA	MVD-CV-REM-STOP	Remote Stop Switch for Motorcycle Application	\$ 175.00
EA	MVD-RDR	Radar Interface – Priced between \$200-\$275 (Specify manufacturer)	
		<u>Flashback 1 and 2 with older style 900MGz VLP transmitter</u>	
EA	MV-VLP-TRA	Transmitter, belt clip, (2) mic cords	\$245.00
EA	MV-VLP-TR	Transmitter with belt clip	\$220.00
EA	MV-VLP-BP-P2	Battery	\$54.95
EA	MV-VLP-CG	Charging Base	\$39.95
EA	MV-VLP-DS	Docking Station'	\$195.00
EA	MV-POUCH-VLP	Leather Pouch	\$25.00
EA	MV-VLP-BC	Belt Clip	\$9.95
EA	MV-VLP-LPH-9	9" Microphone Cord	\$25.00
EA	MV-VLP-LPH	30" Microphone Cord	\$25.00
EA	MV-VLP-MCR	VLP Multi-Charger Rack – Holds 4 VLP charging bases (sold separately)	\$149.00
		<u>Extended Maintenance on Flashback Units</u>	
EA	EMA-1	2 nd year for the system	\$250.00
EA	EMA-2	3 rd year for the system	\$300.00
EA	EMA-3	4 th year for the system	\$375.00
EA	EMA-4	5 th year for the system	\$475.00

3. NEW BUSINESS – ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(3) Resolution No. R2011-16 a resolution declaring a sole source provider for in-car video camera operations based on the current existing system; etc.



L-3 Mobile Vision Inc.
90 Fanny Road
Boonton, NJ 07005
P 800-336-8475
F 973-257-3024
www.L-3com.com/mv

Aug-16-2011

Wildwood Police Department
Attn: Paul Valentino
100 E. Huey St
Wildwood, FL 34785

RE: Proposal for Mobile Digital In-Car Video Solution

Dear Paul Valentino:

L-3 Communications Mobile Vision Inc., (L-3) is pleased to present to you the enclosed proposal for our Flashback 2 Digital In-Car Video System. This proposal is tailored to best meet your individual department's requirements at the lowest possible price, based on our understanding of your specific functional and operational needs.

You may accept this Proposal by issuing a signed purchase order referring to the Quotation number and date, or by simply signing and returning the attached Quotation where indicated. Alternatively, L-3 Communications Mobile Vision Inc. would be pleased to address any concerns or questions you may have regarding this Proposal. This offer shall remain valid for 60 days after the date of the attached Quotation, after which time it must be re-quoted.

As a Fortune 200 Aerospace/Military/Law Enforcement company, L-3 Mobile Vision is recognized as the premier provider of in-car video equipment to law enforcement and public safety agencies throughout North America. Since inception, we have successfully implemented systems in more than 8,800 agencies worldwide. For over 23 years, we have partnered with law enforcement agencies to help them achieve their technology objectives.

L-3 appreciates your consideration of this Proposal and hopes you will find it acceptable. We look forward to receiving your response and to serving your agency. If you have any questions, please feel free to contact me at 973-255-7102.

Sincerely yours,

Chris Mauser

L-3 Communications, Mobile Vision, Inc.

**CITY OF WILDWOOD
EXECUTIVE SUMMARY**

3. NEW BUSINESS – ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(4) Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

SUBJECT: Waste Management Annual Rate Adjustment

(Reso. # R2011-17)

REQUESTED ACTION: Board Option

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: 8/22/11
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT:

- Annual
- Capital
- N/A

FUNDING SOURCE:

General Fund

EXPENDITURE ACCOUNT:

Legislative

HISTORY/FACTS/ISSUES:

Mayor and Commission,

Per the Solid Waste Services Agreement entered into on October 1, 2010, the City of Wildwood allows for a collection rate adjustment based upon certain recognized indicators.

Section 13.G: Change in Cost of Doing Business

The fees or compensation payable to the Contractor (WM) 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 (12) month contract period. The CPI index to be used will be from April to April for the previous 12 months.

The CPI adjustment will only be applied to the cost component of collection and will not be applied to disposal costs or fuel increases portion of the CPI.

April 2009: 209.464
April 2010: 213.013
CPI Change: **1.69%**

Section 13.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 costs to the Contractor for providing 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 10% above the fuel pricing per "On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy, Energy information Administration published on the Internet.

September 2010: \$2.895
X 10% = \$3.1845
March 2011: \$3.876
Difference: \$0.69

Due to the complexity of the rate adjustments, Waste Management has asked for an amendment to be made to the contract that would just allow for a CPI increase or decrease across the board (April 10- April 11: 3.2%). The rates and sample language are attached. The rates quoted in the spreadsheet range from 1.85-3.20%.

RESOLUTION NO. R2011-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, PROVIDING FOR INCREASES TO THE SOLID WASTE USER CHARGE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Waste Management to provide for solid waste disposal service; and,

WHEREAS, the contract provides that Waste Management can request an increase the rates by CPI and they have requested a change in the rates; and,

WHEREAS, the City of Wildwood is the authority who sets the price for solid waste disposal services.

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

SECTION 1. The rate for solid waste user charges shall be revised as indicated in Exhibit "A."

SECTION 2. These rates and charges supersede any previous rates established by the City Commission of the City of Wildwood, Florida.

SECTION 3. With the passage of this Resolution the new rates will become effective as of the billing cycle for the month of October, 2011.

PASSED AND RESOLVED, this ____ day of _____, 2011.

SEAL

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA

ATTEST: _____
Joseph Jacobs, City Clerk

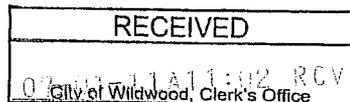
BY: Ed Wolf, Mayor

3. NEW BUSINESS – ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL(4)
Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)



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

June 30, 2011



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

Dear Mr. Smith:

Section 13.G. and 13.I. of the agreement between Waste Management and the City of Wildwood allows for a collection rate adjustment based on 100% of the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the United States Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period and for semi annual adjustments in fuel costs.

The attached schedule reflects the applicable rate adjustments for each category of collection based on Waste Management's interpretation of the contractual language.

The new rates become effective October 1, 2011.

Please contact me, if you require additional information or desire a discussion of the rate adjustment calculation methodology.

Sincerely,

A handwritten signature in cursive script that reads 'Doug McCoy'.

Doug McCoy
District Manager

3. NEW BUSINESS - ACTION REQUIRED c RESOLUTIONS FOR APPROVAL (4)
Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment Included)

City of Wildwood Service Stats

	Units	Lbs./Yard	Annual Tons/Home	Hours	Gal./Hour	Gallons	Avg Fuel Cost/Gallon	6 Month Fuel Cost	Fuel \$ Incr Per Gallon	Increase Fuel \$	Fuel Cost Per Unit	Fuel Incr Per Unit
Commercial Yards	59,000	70	892	892	430	3,577.60	\$ 3.35	\$ 11,984.96	\$ 0.69	\$ 2,468.54	\$ 0.23	\$ 0.05
Industrial Hauls	86		85	85	866	311.10	\$ 3.35	\$ 1,042.19	\$ 0.69	\$ 214.66	\$ 12.26	\$ 2.53
Residential Homes	22,986		0.84	254	3045	4,326.30	\$ 3.35	\$ 14,493.11	\$ 0.69	\$ 2,985.15	\$ 1.05	\$ 0.22

Disposal Cost/Ton \$ 40.00
 [] = Data Entry Stats [] = Key Numbers for Calculation

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
3 cubic yds	\$15.00	\$120.00	\$180.00	\$240.00	\$300.00
4 cubic yds	\$22.00	\$177.00	\$265.50	\$354.00	\$443.00
6 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+ \$6.50 per CY	\$10.00	\$10.00
Commercial/ Outside City	\$23.75	\$8.13 per CY	\$23.75+ \$8.13 per CY	\$12.50	\$12.50

Note: Minimum Commercial Dumpster Service is 2X/Week

(A)			(B)				(C)					
Rate/Yard	Lbs./Yard	Cost/Ton	Disposal Cost/Yard	Rate/Yard Net of Disposal	Fuel Cost/Yard	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Increase Amount	New Fuel/Yard	A+B+C New Total Rate	Percent Change
\$ 3.52	70	\$ 40.00	\$ 1.40	\$ 2.12	\$ 0.23	\$ 1.89	\$ 0.03	\$ 1.92	\$ 0.05	\$ 0.28	\$ 3.60	2.27%
\$ 3.46	70	\$ 40.00	\$ 1.40	\$ 2.06	\$ 0.23	\$ 1.83	\$ 0.03	\$ 1.86	\$ 0.05	\$ 0.28	\$ 3.54	2.31%
\$ 3.40	70	\$ 40.00	\$ 1.40	\$ 2.00	\$ 0.23	\$ 1.77	\$ 0.03	\$ 1.80	\$ 0.05	\$ 0.28	\$ 3.48	2.35%
\$ 3.27	70	\$ 40.00	\$ 1.40	\$ 1.87	\$ 0.23	\$ 1.64	\$ 0.03	\$ 1.67	\$ 0.05	\$ 0.28	\$ 3.35	2.45%

(A)			(B)				(C)			
Rate/Haul	Rate/Haul Net of Disposal	Fuel Cost/Haul	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Increase Amount	New Fuel/Haul	A+B+C New Total Rate	Percent Change	
\$ 175.00	\$ 175.00	\$ 12.26	\$ 162.74	\$ 2.75	\$ 165.49	\$ 2.53	\$ 14.79	\$ 180.28	3.02%	
\$ 190.00	\$ 190.00	\$ 12.26	\$ 177.74	\$ 3.00	\$ 180.74	\$ 2.53	\$ 14.79	\$ 195.53	2.91%	
\$ 205.00	\$ 205.00	\$ 12.26	\$ 192.74	\$ 3.26	\$ 196.00	\$ 2.53	\$ 14.79	\$ 210.79	2.82%	

(A)			(B)				(C)					
Rate	Tons/Year	Cost/Ton	Disposal Cost/Unit	Rate/Unit Net of Disposal	Fuel Cost/Unit	Base Rate To CPI	CPI Amount	New Base Rate	Fuel Increase Amount	New Fuel/Unit	A+B+C New Total Rate	Percent Change
\$ 16.00	0.84	\$ 40.00	\$ 2.80	\$ 13.20	\$ 1.05	\$ 12.15	\$ 0.21	\$ 12.36	\$ 0.22	\$ 1.27	\$ 16.43	2.69%
\$ 20.00	0.84	\$ 40.00	\$ 2.80	\$ 17.20	\$ 1.05	\$ 16.15	\$ 0.27	\$ 16.42	\$ 0.22	\$ 1.27	\$ 20.49	2.45%
\$ 19.00	70	\$ 40.00	\$ 0.70	\$ 18.30	\$ 0.23	\$ 18.07	\$ 0.31	\$ 18.38	\$ 0.05	\$ 0.28	\$ 19.36	1.89%
\$ 23.75	70	\$ 40.00	\$ 0.70	\$ 23.05	\$ 0.23	\$ 22.82	\$ 0.39	\$ 23.21	\$ 0.05	\$ 0.28	\$ 24.19	1.85%

Limb Debris:	\$ 6.50	70	\$ 40.00	\$ 0.70	\$ 5.80	\$ 0.23	\$ 5.57	\$ 0.09	\$ 5.66	\$ 0.05	\$ 0.28	\$ 6.64	2.15%
	\$ 8.13	70	\$ 40.00	\$ 0.70	\$ 7.43	\$ 0.23	\$ 7.20	\$ 0.12	\$ 7.32	\$ 0.05	\$ 0.28	\$ 8.30	2.09%
2nd & 3rd Cart Residential	\$ 10.00	0.84	\$ 40.00	\$ 2.80	\$ 7.20	\$ 1.05	\$ 6.15	\$ 0.10	\$ 6.25	\$ 0.22	\$ 1.27	\$ 10.32	3.20%
	\$ 12.50	0.84	\$ 40.00	\$ 2.80	\$ 9.70	\$ 1.05	\$ 8.65	\$ 0.15	\$ 8.80	\$ 0.22	\$ 1.27	\$ 12.87	2.96%
2nd & 3rd Cart Commercial	\$ 10.00	0.84	\$ 40.00	\$ 2.80	\$ 7.20	\$ 1.05	\$ 6.15	\$ 0.10	\$ 6.25	\$ 0.22	\$ 1.27	\$ 10.32	3.20%
	\$ 12.50	0.84	\$ 40.00	\$ 2.80	\$ 9.70	\$ 1.05	\$ 8.65	\$ 0.15	\$ 8.80	\$ 0.22	\$ 1.27	\$ 12.87	2.96%

3. NEW BUSINESS - ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(4)
 Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

Bureau of Labor Statistics

**Consumer Price Index - Urban Wage Earners and Clerical
 Original Data Value**

Series Id: CWUR0300SA0LE,CWUS0300SA0LE
 Not Seasonally Adjusted
 Area: South urban
 Item: All items less energy
 Base Period: 1982-84=100
 Years: 2001 to 2011

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2001	173.7	174.4	175.1	175.6	175.3	175.5	175.7	175.9	176.5	177.2	177.3	177.0	175.8	174.9	176.6
2002	177.2	177.6	178.1	178.5	178.4	178.4	178.4	178.7	179.1	179.7	179.9	179.8	178.7	178.0	179.3
2003	179.9	180.5	181.1	181.1	180.9	180.8	180.5	180.6	180.8	181.4	181.3	181.3	180.9	180.7	181.0
2004	181.3	181.9	182.6	183.2	183.4	183.5	183.5	183.7	184.1	184.9	185.0	185.2	183.5	182.7	184.4
2005	185.6	186.3	186.9	187.2	187.5	187.4	187.4	187.5	187.9	188.6	189.0	189.2	187.5	186.8	188.3
2006	189.7	190.3	191.0	191.3	191.6	191.9	192.1	192.3	193.0	193.8	193.6	193.8	192.0	191.0	193.1
2007	194.247	195.229	195.916	196.471	196.773	196.931	197.099	197.451	198.243	199.074	199.407	199.691	197.211	195.928	198.494
2008	200.384	200.921	201.423	201.945	202.138	202.701	203.148	203.820	204.256	204.570	204.527	204.147	202.832	201.585	204.078
2009	204.611	205.083	205.966	206.509	206.535	206.811	206.723	206.949	207.404	208.161	208.247	208.277	206.773	205.919	207.627
2010	208.532	208.991	209.482	209.464	209.251	209.346	209.203	209.450	210.197	210.365	210.372	210.088	209.562	209.178	209.946
2011	210.617	211.578	212.382	213.013	213.513										

Index Change 3.549

CPI Change 1.69%

3. **NEW BUSINESS - ACTION REQUIRED, c** RESOLUTIONS FOR APPROVAL (4)
Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

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Sourcekey EMD_EPD2D_PTE_R1Z
_DPG

**Lower Atlantic
(PADD 1C) No 2
Diesel Retail Sales
by All Sellers**

Date (Dollars per Gallon)

Sep-2010	2.895		
Oct-2010	2.997		
Nov-2010	3.084		
Dec-2010	3.196		
Jan-2011	3.371		
Feb-2011	3.571		
Mar-2011	3.876	\$	0.69
Apr-2011	4.009		
May-2011	3.991		

City of Wildwood Rates Effective 10/1/10 through 9/30/11 Exhibit "A"

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

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

Compactor Size Roll-Off	Per Pull Charges
20 Yard	\$250.00 plus tipping fees
30 Yard	\$300.00 plus tipping fees
35 Yard	\$335.00 plus tipping fees
40 Yard	\$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	N/A	\$20.00	\$12.50	\$12.50
Commercial/ Inside City	\$19.00	\$6.50 per CY	\$19.00 + \$6.50 per CY	\$10.00	\$10.00
Commercial/ Outside City	\$23.75	\$8.13 per CY	\$23.75 + \$8.13 per CY	\$12.50	\$12.50

3. NEW BUSINESS - ACTION REQUIRED.c RESOLUTIONS FOR APPROVAL(4)
 Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

City of Wildwood Rates Effective 10/1/11 through 9/30/12

Container Size (Dumpster)	Extra Dump	2 Dumps Per Week	3 Dumps Per Week	4 Dumps Per Week	5 Dumps Per Week
2 Cubic Yards	\$8.19	\$62.39	\$93.58	\$124.77	\$155.45
4 Cubic Yards	\$15.35	\$122.78	\$184.16	\$245.55	\$306.93
6 Cubic Yards	\$22.52	\$181.16	\$271.74	\$362.32	\$453.41
8 Cubic Yards	\$28.69	\$232.57	\$348.85	\$465.13	\$581.92

Container Size (Roll-Offs)	Per Pull Charges on Open Top Containers
20 Yard	\$180.28 plus tipping fees
30 Yard	\$195.53 plus tipping fees
40 Yard	\$210.79 plus tipping fees

Compactor Size Roll-Off	Per Pull Charges
20 Yard	\$256.55 plus tipping fees
30 Yard	\$307.39 plus tipping fees
35 Yard	\$342.98 plus tipping fees
40 Yard	\$383.66 plus tipping fees

Service Type	1st Cart Monthly	Limb Debris Pickup/Disposal	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential/ Inside City	\$13.35	\$3.08	\$16.43	\$10.32	\$10.32
Residential/ Outside City	\$20.49	N/A	\$20.49	\$12.87	\$12.87
Commercial/ Inside City	\$19.36	\$6.64 per CY	\$19.36 + \$6.64 per CY	\$10.32	\$10.32
Commercial/ Outside City	\$24.19	\$8.30 per CY	\$24.19 + \$8.30 per CY	\$12.87	\$12.87

3. NEW BUSINESS - ACTION REQUIRED c. RESOLUTIONS FOR APPROVAL (4)
 Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

3. NEW BUSINESS – ACTION REQUIRED.c RESOLUTIONS FOR APPROVAL(4)
 Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

City of Wildwood Rates Effective 10/1/11 through 9/30/12 CPI 3.2%

Container Size (Dumpster)	Extra Dump	2 Dumps Per Week	3 Dumps Per Week	4 Dumps Per Week	5 Dumps Per Week
2 Cubic Yards	\$8.26	\$62.95	\$94.43	\$125.90	\$156.86
4 Cubic Yards	\$15.48	\$123.84	\$185.76	\$247.68	\$309.60
6 Cubic Yards	\$22.70	\$182.66	\$274.00	\$365.33	\$457.18
8 Cubic Yards	\$28.90	\$234.26	\$351.40	\$468.53	\$586.18

Container Size (Roll-Offs)	Per Pull Charges on Open Top Containers
20 Yard	\$180.60 plus tipping fees
30 Yard	\$196.08 plus tipping fees
40 Yard	\$211.56 plus tipping fees

Compactor Size Roll-Off	Per Pull Charges
20 Yard	\$258.00 plus tipping fees
30 Yard	\$309.60 plus tipping fees
35 Yard	\$345.72 plus tipping fees
40 Yard	\$387.00 plus tipping fees

Service Type	1st Cart Monthly	Limb Debris Pickup/Disposal	Monthly Fee	2nd Cart Monthly	3rd Cart Monthly
Residential/ Inside City	\$13.42	\$3.10	\$16.52	\$13.32	\$10.32
Residential/ Outside City	\$20.64	N/A	\$20.64	\$12.90	\$12.90
Commercial/ Inside City	\$19.61	\$6.71 per CY	\$19.61 + \$6.71 per CY	\$10.32	\$10.32
Commercial/ Outside City	\$24.51	\$8.39 per CY	\$24.51 + \$8.39 per CY	\$12.90	\$12.90

Sample CPI Language

6.3 Adjustments: The residential and commercial hauling rates herein shall be subject to adjustment as follows:

The initial rates contained herein shall be in place for the first twelve months of this agreement. On the anniversary date, and each subsequent anniversary date, the rates will be increased or decreased according to the following methodology: Ninety-five percent (95%) of the rates shall be adjusted based on the change in the "CPI" for the twelve (12) months ending on the preceding April 30th, (index change, April over April) and five percent (5%) of the rates will be adjusted based on the percent change in the U.S. Department of Energy Fuel Index for the previous twelve (12) months ending on the preceding April 30th.

**REFUSE REVENUE/EXPENDITURES
OCTOBER 2010 THRU JULY 2011**

**3. NEW BUSINESS - ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(4)
Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)**

BILLINGS	OCTOBER 2010	NOVEMBER 2010	DECEMBER 2010	JANUARY 2011	FEBRUARY 2011	MARCH 2011	APRIL 2011	MAY 2011	JUNE 2011	JULY 2011
RESIDENTIAL	\$ 34,555.59	\$ 35,329.23	\$ 36,578.83	\$ 36,980.73	\$ 38,512.72	\$ 38,708.43	\$ 38,429.43	\$ 36,946.04	\$ 35,144.65	\$ 35,153.05
COMMERCIAL	\$ 27,522.71	\$ 27,849.68	\$ 28,175.82	\$ 28,401.00	\$ 28,283.27	\$ 28,478.38	\$ 28,519.00	\$ 28,558.61	\$ 28,634.19	\$ 28,768.37
TOTAL BILLED	\$ 62,078.30	\$ 63,178.91	\$ 64,754.65	\$ 65,381.73	\$ 66,795.99	\$ 67,186.81	\$ 66,948.43	\$ 65,504.65	\$ 63,778.84	\$ 63,921.42

TOTAL BILLED \$ 649,529.73

RECEIVABLES	OCTOBER 2010	NOVEMBER 2010	DECEMBER 2010	JANUARY 2011	FEBRUARY 2011	MARCH 2011	APRIL 2011	MAY 2011	JUNE 2011	JULY 2011
	\$ 58,430.47	\$ 64,019.76	\$ 61,755.18	\$ 63,303.96	\$ 61,916.92	\$ 84,104.34	\$ 63,229.87	\$ 74,380.74	\$ 60,731.78	\$ 55,696.73

TOTAL RECEIVABLES \$ 647,569.75

EXPENDITURES	OCTOBER 2010	NOVEMBER 2010	DECEMBER 2010	JANUARY 2011	FEBRUARY 2011	MARCH 2011	APRIL 2011	MAY 2011	JUNE 2011	JULY 2011
FRANCHISE PAID WASTE MGMT		\$ 59,539.52	\$ 53,065.93	\$ 58,279.18	\$ 58,843.56	\$ 60,116.39	\$ 60,468.12	\$ 60,253.58	\$ 58,954.18	\$ 57,400.95

TOTAL EXPENDITURES \$ 526,921.41

3. NEW BUSINESS – ACTION REQUIRED c RESOLUTIONS FOR APPROVAL(4)
 Resolution No. R2011-17, a resolution providing for increases to the solid waste user charge for Waste Management (Request for the contractual rate adjustment included)

DUMPSTER REFUSE SERVICE AS OF 7/29/2011

INSIDE CITY

SIZE	# UNITS 2 X PER WK	# UNITS 3 X PER WK	# UNITS 4 X PER WK	# UNITS 5 X PER WK	CITY UTILIZED
2YD	70		39		6
4YD	32	1	2	1	3
6YD	18	1	16	5	1
8YD	12		1	12	

OUTSIDE CITY

SIZE	# UNITS 2 X PER WK	# UNITS 3 X PER WK	# UNITS 4 X PER WK	# UNITS 5 X PER WK	CITY UTILIZED
2YD	5				1
4YD	2				
6YD					
8YD	2				

RATES EFFECTIVE 10/1/10 THROUGH 9/30/11

SIZE	2 X WK DUMP	3 X WK DUMP	4 X WK DUMP	5 X WK DUMP	XTRA DUMP CHG
2YD	\$61.00	\$91.50	\$122.00	\$152.00	\$8.00
4YD	\$120.00	\$180.00	\$240.00	\$300.00	\$15.00
6YD	\$177.00	\$265.50	\$354.00	\$443.00	\$22.00
8YD	\$227.00	\$340.50	\$454.00	\$568.00	\$28.00

OUTSIDE CITY USERS ADD 25 % SURCHARGE TO ABOVE RATES:

CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

THIS CONTRACT made and entered into this 1st day of OCTOBER 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. TOTES – 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 Totes, Commercial Carts/Totes, Recycling Bins and Containers, Roll-Off Containers, and Recycling Containers Carts/Totes; 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 or 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 toters, 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 toters (not less than 96 gallon) for collection of each type of recyclable material. The toters 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 toters from the storage location, empty into the truck and return toters 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, toters 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, toters 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, toters, 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

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 work-load 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, s 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, pitch fork, 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.

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-, 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 of 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 or 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 23rd day of July 2010, effective as of the day 1st of OCTOBER 2010.

THE CITY OF WILDWOOD

WITNESSES:

Maren Roberts
Susan Fattus

APPROVED:

Jenni Blair
Jenni Blair, City Attorney

By: *Ed Wolf*

Ed Wolf, Mayor

Attest: *Joseph Jacobs*

Joseph Jacobs, City Clerk

WITNESSES:

Rosalina Vega
Rosalina Vega

WASTE MANAGEMENT INC. OF FLORIDA

By: [Signature]
David McConnell, Vice President

Attest: [Signature]
Ronald Kaplan, Asst. Secretary

STATE OF Florida
COUNTY OF Duval

I HEREBY CERTIFY that on this 23 day of July, 2010, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared David McConnell, well known to me to be VP of Waste Management Inc. of FL 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

[Signature]

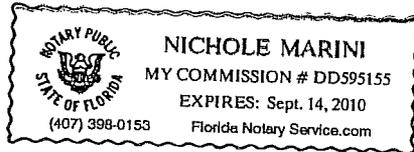


Exhibit "A"

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+ \$6.50 per CY	\$10.00	\$10.00
Commercial / Outside City	\$23.75	\$8.13 per CY	\$23.75+ \$8.13 per CY	\$12.50	\$12.50

Exhibit B

City Service Locations

Facility	Address
City Hall	100 N. Main Street Wildwood, FL 34785
City Hall Annex	100 Wonders Street Wildwood, FL 34785
Community Center/Storm Shelter	6500 CR 139 Wildwood, FL 34785
Millennium Park	
Greenwood Cemetery	Jarrell Avenue 5300 CR 155 Wildwood, FL 34785
Lake Deaton Park	600 Walker Road Wildwood, FL 34785
Martin Luther King Park	101 MLK Ave Wildwood, FL 34785
MLK Outreach Center	702 Webster Street Wildwood, FL 34785
Old Library	4027 CR 106 Oxford, FL 34484
Oxford Community Center	4087 E CR 466 Oxford, FL 34484
Oxford Park	450 S. St. Clair Street Wildwood, FL 34785
Parks & Recreation Barn	100 Huey Street Wildwood, FL 34785
Police Department	410 Gray Street Wildwood, FL 34785
Public Works	1290 Industrial Drive Wildwood, FL 34785
Wastewater Department	801 Huey Street Wildwood, FL 34785
Water Department	
Wildwood Community Cemetery	705 Industrial Drive Wildwood, FL 34785
Wood Waste Facility	601 Gulf-Atlantic Hwy Wildwood, FL 34785

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. 2,759- 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



NEWS RELEASE



Transmission of material in this release is embargoed until
8:30 a.m. (EDT) Friday, May 13, 2011

USDL-11-0681

Technical information: (202) 691-7000 • Reed.Steve@bls.gov • www.bls.gov/cpi
Media Contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – APRIL 2011

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.4 percent in April on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 3.2 percent before seasonal adjustment.

The energy index posted another increase in April as the gasoline index continued to rise, the latter accounting for almost half of the seasonally adjusted all items increase. The household energy index also rose, with all of its major components posting increases. The food index increased as well in April, though the 0.5 percent rise in the food at home index was the smallest increase this year. Within the food at home component, the indexes for meats, poultry, fish, and eggs, for dairy and related products, and for nonalcoholic beverages all posted notable increases, though the fresh vegetables index did decline following recent advances.

The index for all items less food and energy rose 0.2 percent in April, the third increase of that size in the last four months. Indexes making major contributions to that increase included those for new vehicles, used cars and trucks, medical care, and shelter.

The 12-month increases of major indexes continue to climb. The all items index rose 3.2 percent for the 12 months ending April 2011, the highest figure since October 2008. The energy index has now risen 19.0 percent over the last 12 months, with the gasoline index up 33.1 percent. The food index has risen 3.2 percent while the index for all items less food and energy has increased 1.3 percent; both figures represent increases over recent months.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Apr. 2010 - Apr. 2011
Percent change

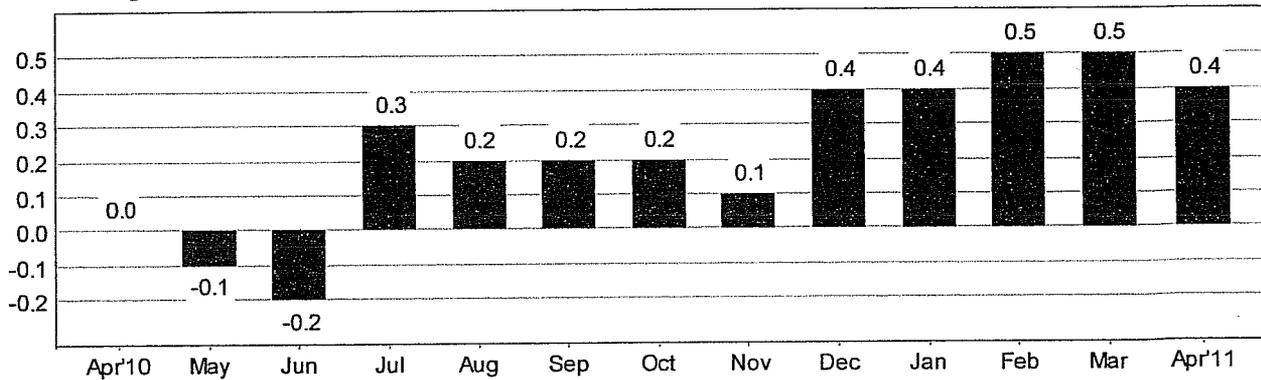


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Apr. 2010 - Apr. 2011

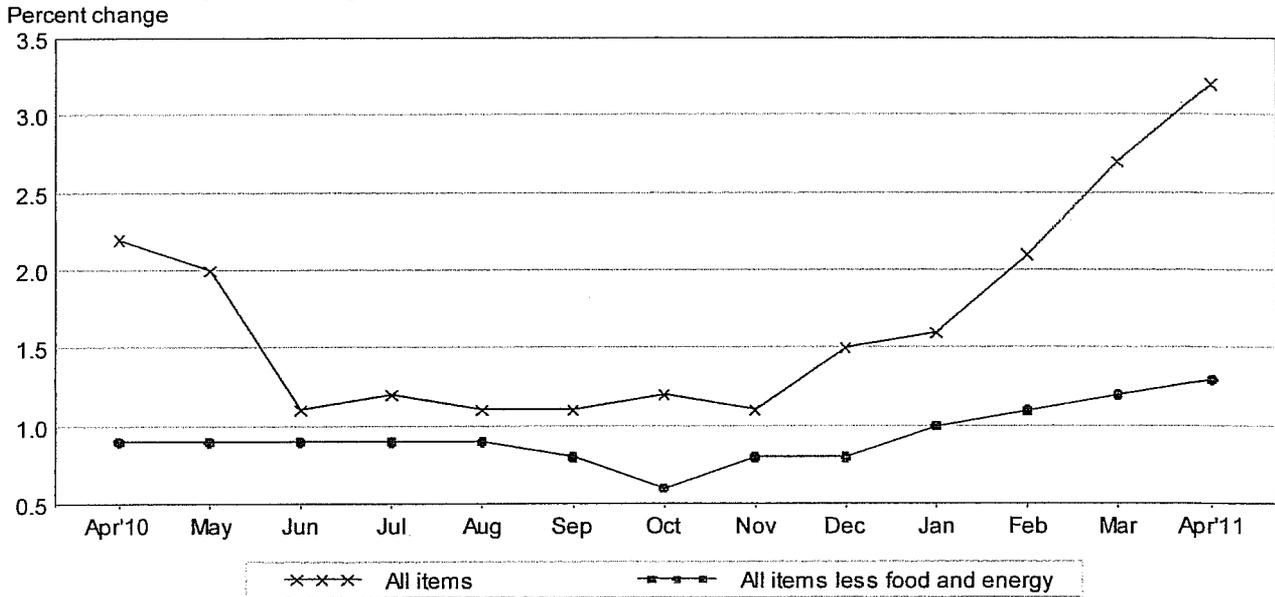


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Apr. 2011
	Oct. 2010	Nov. 2010	Dec. 2010	Jan. 2011	Feb. 2011	Mar. 2011	Apr. 2011	
All items .....	.2	.1	.4	.4	.5	.5	.4	3.2
Food .....	.1	.2	.1	.5	.6	.8	.4	3.2
Food at home .....	.1	.2	.2	.7	.8	1.1	.5	3.9
Food away from home ¹ .....	.1	.1	.1	.2	.2	.3	.3	2.1
Energy	2.5	.1	4.0	2.1	3.4	3.5	2.2	19.0
Energy commodities	4.4	.7	6.4	4.0	4.8	5.5	3.1	32.7
Gasoline (all types)	4.5	.7	6.7	3.5	4.7	5.6	3.3	33.1
Fuel oil ¹	4.7	4.2	4.9	6.8	5.8	6.2	3.2	35.1
Energy services .....	.0	-.8	.6	-.6	1.1	.2	.6	.1
Electricity .....	.2	.6	.3	-.5	.4	.7	.2	.6
Utility (piped) gas service	-.6	-5.3	1.7	-1.2	3.4	-1.4	1.9	-1.5
All items less food and energy .....	.0	.1	.1	.2	.2	.1	.2	1.3
Commodities less food and energy								
commodities	-.2	.0	-.1	.2	.2	.1	.4	.7
New vehicles	-.1	-.2	-.1	-.1	1.0	.7	.7	2.4
Used cars and trucks	-.6	.1	-.1	-.3	.1	.8	1.2	3.3
Apparel	-.2	.1	.1	1.0	-.9	-.5	.2	.1
Medical care commodities ¹ .....	.1	.2	.1	.5	.7	.5	.5	3.1
Services less energy services .....	.1	.2	.1	.1	.2	.2	.1	1.6
Shelter .....	.1	.1	.1	.1	.1	.1	.1	1.0
Transportation services .....	.3	.4	.2	.6	.5	.5	.2	3.6
Medical care services .....	.2	.2	.3	-.1	.4	.1	.3	2.8

¹ Not seasonally adjusted.

Consumer Price Index Data for April 2011

Food

The food index rose 0.4 percent in April after rising 0.8 percent in March. The food at home index, up 1.1 percent in March, rose 0.5 percent in April. The deceleration was mainly due to the fresh vegetables index, which turned down in April, falling 2.7 percent after posting large increases in each of the previous two months. This led to the fruits and vegetables index declining 1.1 percent, the only major grocery store food group to decline in April. In contrast to this decline, the index for dairy and related products rose 1.7 percent, the index for nonalcoholic beverages advanced 1.2 percent, and the index for meats, poultry, fish, and eggs increased 1.1 percent. The indexes for cereals and bakery products and for other food at home posted smaller increases. The food at home index has risen 3.9 percent over the last 12 months, with all major grocery store food groups increasing over the period. The index for food away from home rose 0.3 percent in April, the same increase as in March.

Energy

The energy index rose 2.2 percent in April. This is the tenth increase in a row and follows advances of 3.5 percent in March and 3.4 percent in February. The gasoline index rose 3.3 percent in April after a 5.6 percent increase in March. (Before seasonal adjustment, gasoline prices rose 7.5 percent in April.) The index for household energy also increased in April, rising 0.7 percent. The fuel oil index rose 3.2 percent, continuing a strong upward trend, while the index for electricity increased 0.2 percent. The index for natural gas, which declined in March, rose 1.9 percent in April. The household energy index has risen 1.9 percent over the last 12 months, with the fuel oil index up 35.1 percent and the electricity index up 0.6 percent but the index for natural gas down 1.5 percent.

All items less food and energy

The index for all items less food and energy rose 0.2 percent in April after increasing 0.1 percent in March. The shelter index, and its rent and owners' equivalent rent components, all repeated their March increases of 0.1 percent. The new vehicles index rose 0.7 percent, also a repeat of its March increase, while the index for used cars and trucks advanced 1.2 percent in April after a 0.8 percent increase in March. The index for medical care, which rose 0.2 percent in March, advanced 0.4 percent in April. The index for medical care commodities increased 0.5 percent while the medical care services index rose 0.3 percent. The indexes for apparel and for household furnishings and operations both turned up in April, each rising 0.2 percent after declining in March. The index for recreation was unchanged in April, as it was in March. The tobacco index declined in April, falling 0.4 percent, its largest decline since 2007.

The index for all items less food and energy increased 1.3 percent over the last 12 months. Indexes that have increased over that time include airline fares (up 12.1 percent), medical care (up 2.9 percent), new vehicles (up 2.4 percent), and shelter (up 1.0 percent). Indexes that have declined included household furnishings and operations (down 0.9 percent) and recreation (down 0.4 percent).

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.2 percent over the last 12 months to an index level of 224.906 (1982-84=100). For the month, the index increased 0.6 percent prior to seasonal adjustment.

The Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) increased 3.6 percent over the last 12 months to an index level of 221.743 (1982-84=100). For the month, the index rose 0.8 percent prior to seasonal adjustment.

The Chained Consumer Price Index for All Urban Consumers (C-CPI-U) increased 2.9 percent over the last 12 months. For the month, the index increased 0.6 percent on a not seasonally adjusted basis. Please note that the indexes for the post-2009 period are subject to revision.

The Consumer Price Index for May 2011 is scheduled to be released on Wednesday, June 15, 2011, at 8:30 a.m. (EDT).

Facilities for Sensory Impaired

Information from this release will be made available to sensory impaired individuals upon request.
Voice phone: 202-691-5200, Federal Relay Services: 1-800-877-8339.

Brief Explanation of the CPI

The Consumer Price Index (CPI) is a measure of the average change in prices over time of goods and services purchased by households. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) the CPI for Urban Wage Earners and Clerical Workers (CPI-W), which covers households of wage earners and clerical workers that comprise approximately 32 percent of the total population and (2) the CPI for All Urban Consumers (CPI-U) and the Chained CPI for All Urban Consumers (C-CPI-U), which cover approximately 87 percent of the total population and include in addition to wage earners and clerical worker households, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPIs are based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and other goods and services that people buy for day-to-day living. Prices are collected each month in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index. Prices of fuels and a few other items are obtained every month in all 87 locations. Prices of most other commodities and services are collected every month in the three largest geographic areas and every other month in other areas. Prices of most goods and services are obtained by personal visits or telephone calls of the Bureau's trained representatives.

In calculating the index, price changes for the various items in each location are averaged together with weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-size classes, and for 27 local areas. Area indexes do not measure differences in the level of prices among cities; they only measure the average change in prices for each area since the base period. For the C-CPI-U data are issued only at the national level. It is important to note that the CPI-U and CPI-W are considered final when released, but the C-CPI-U is issued in preliminary form and subject to two annual revisions.

The index measures price change from a designed reference date. For the CPI-U and the CPI-W the reference base is 1982-84 equals 100. The reference base for the C-CPI-U is December 1999 equals 100. An increase of 16.5 percent from the reference base, for example, is shown as 116.500. This change can also be expressed in dollars as follows: the price of a base period market basket of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65.

For further details visit the CPI home page on the Internet at <http://www.bls.gov/cpi/> or contact our CPI Information and Analysis Section on (202) 691-7000.

Note on Sampling Error in the Consumer Price Index

The CPI is a statistical estimate that is subject to sampling error because it is based upon a sample of retail prices and not the complete universe of all prices. BLS calculates and publishes estimates of the 1-month, 2-month, 6-month and 12-month percent change standard errors annually, for the CPI-U. These standard error estimates can be used to construct confidence intervals for hypothesis testing. For example, the estimated standard error of the 1 month percent change is 0.03 percent for the U.S. All Items Consumer Price Index. This means that if we repeatedly sample from the universe of all retail prices using the same methodology, and estimate a percentage change for each sample, then 95% of these estimates would be within 0.06 percent of the 1 month percentage change based on all retail prices. For example, for a 1-month change of 0.2 percent in the All Items CPI for All Urban Consumers, we are 95 percent confident that the actual percent change based on all retail prices would fall between 0.14 and 0.26 percent. For the latest data, including information on how to use the estimates of standard error, see “Variance Estimates for Price Changes in the Consumer Price Index, January-December 2010”. These data are available on the CPI home page (<http://www.bls.gov/cpi>), or by using the following link <http://www.bls.gov/cpi/cpivar2010.pdf>

Calculating Index Changes

Movements of the indexes from one month to another are usually expressed as percent changes rather than changes in index points, because index point changes are affected by the level of the index in relation to its base period while percent changes are not. The example below illustrates the computation of index point and percent changes.

Percent changes for 3-month and 6-month periods are expressed as annual rates and are computed according to the standard formula for compound growth rates. These data indicate what the percent change would be if the current rate were maintained for a 12-month period.

Index Point Change

CPI	202.416
Less previous index	201.800
Equals index point change	.616

Percent Change

Index point difference	.616
Divided by the previous index	201.800
Equals	0.003
Results multiplied by one hundred	0.003x100
Equals percent change	0.3

Regions Defined

The states in the four regions shown in Tables 3 and 6 are listed below.

The Northeast--Connecticut, Maine, Massachusetts, New Hampshire, New York, New Jersey, Pennsylvania, Rhode Island, and Vermont.

The Midwest--Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

The South--Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia, and the District of Columbia.

The West--Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

A Note on Seasonally Adjusted and Unadjusted Data

Because price data are used for different purposes by different groups, the Bureau of Labor Statistics publishes seasonally adjusted as well as unadjusted changes each month.

For analyzing general price trends in the economy, seasonally adjusted changes are usually preferred since they eliminate the effect of changes that normally occur at the same time and in about the same magnitude every year--such as price movements resulting from changing climatic conditions, production cycles, model changeovers, holidays, and sales.

The unadjusted data are of primary interest to consumers concerned about the prices they actually pay. Unadjusted data also are used extensively for escalation purposes. Many collective bargaining contract agreements and pension plans, for example, tie compensation changes to the Consumer Price Index before adjustment for seasonal variation.

Seasonal factors used in computing the seasonally adjusted indexes are derived by the X-12-ARIMA Seasonal Adjustment Method. Seasonally adjusted indexes and seasonal factors are computed annually. Each year, the last 5 years of seasonally adjusted data are revised. Data from January 2006 through December 2010 were replaced in January 2011. Exceptions to the usual revision schedule were: the updated seasonal data at the end of 1977 replaced data from 1967 through 1977; and, in January 2002, dependently seasonally adjusted series were revised for January 1987-December 2001 as a result of a change in the aggregation weights for dependently adjusted series. For further information, please see "Aggregation of Dependently Adjusted Seasonally Adjusted Series," in the October 2001 issue of the CPI Detailed Report.

Effective with the publication of data from January 2006 through December 2010 in January 2011, the Video and audio series and the Information technology, hardware and services series were changed from independently adjusted to dependently adjusted. This resulted in an increase in the number of seasonal components used in deriving seasonal movement of the All items and 54 other lower level aggregations, from 73 for the publication of January 1998 through December 2005 data to 82 for the publication of seasonally adjusted data for January 2006 and later. Each year the seasonal status of every series is reevaluated based upon certain statistical criteria. If any of the 82 components change their seasonal adjustment status from seasonally adjusted to not seasonally adjusted, not seasonally adjusted data will be used in the aggregation of the dependent series for the last 5 years, but the seasonally adjusted

indexes before that period will not be changed. Note: 37 of the 82 components are not seasonally adjusted for 2011.

Seasonally adjusted data, including the all items index levels, are subject to revision for up to five years after their original release. For this reason, BLS advises against the use of these data in escalation agreements.

Effective with the calculation of the seasonal factors for 1990, the Bureau of Labor Statistics has used an enhanced seasonal adjustment procedure called Intervention Analysis Seasonal Adjustment for some CPI series. Intervention Analysis Seasonal Adjustment allows for better estimates of seasonally adjusted data. Extreme values and/or sharp movements which might distort the seasonal pattern are estimated and removed from the data prior to calculation of seasonal factors. Beginning with the calculation of seasonal factors for 1996, X-12-ARIMA software was used for Intervention Analysis Seasonal Adjustment.

For the seasonal factors introduced in January 2011, BLS adjusted 29 series using Intervention Analysis Seasonal Adjustment, including selected food and beverage items, motor fuels, electricity and vehicles. For example, this procedure was used for the Motor fuel series to offset the effects of events such as damage to oil refineries from Hurricane Katrina.

For a complete list of Intervention Analysis Seasonal Adjustment series and explanations, please refer to the article “Intervention Analysis Seasonal Adjustment”, located on our website at <http://www.bls.gov/cpi/cpisapage.htm>.

For additional information on seasonal adjustment in the CPI, please write to the Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, Washington, DC 20212 or contact David Levin at (202) 691-6968, or by e-mail at Levin.David@bls.gov. If you have general questions about the CPI, please call our information staff at (202) 691-7000.

3. NEW BUSINESS-ACTION REQUIRED e. 1 Contracts and Agreements - Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower)



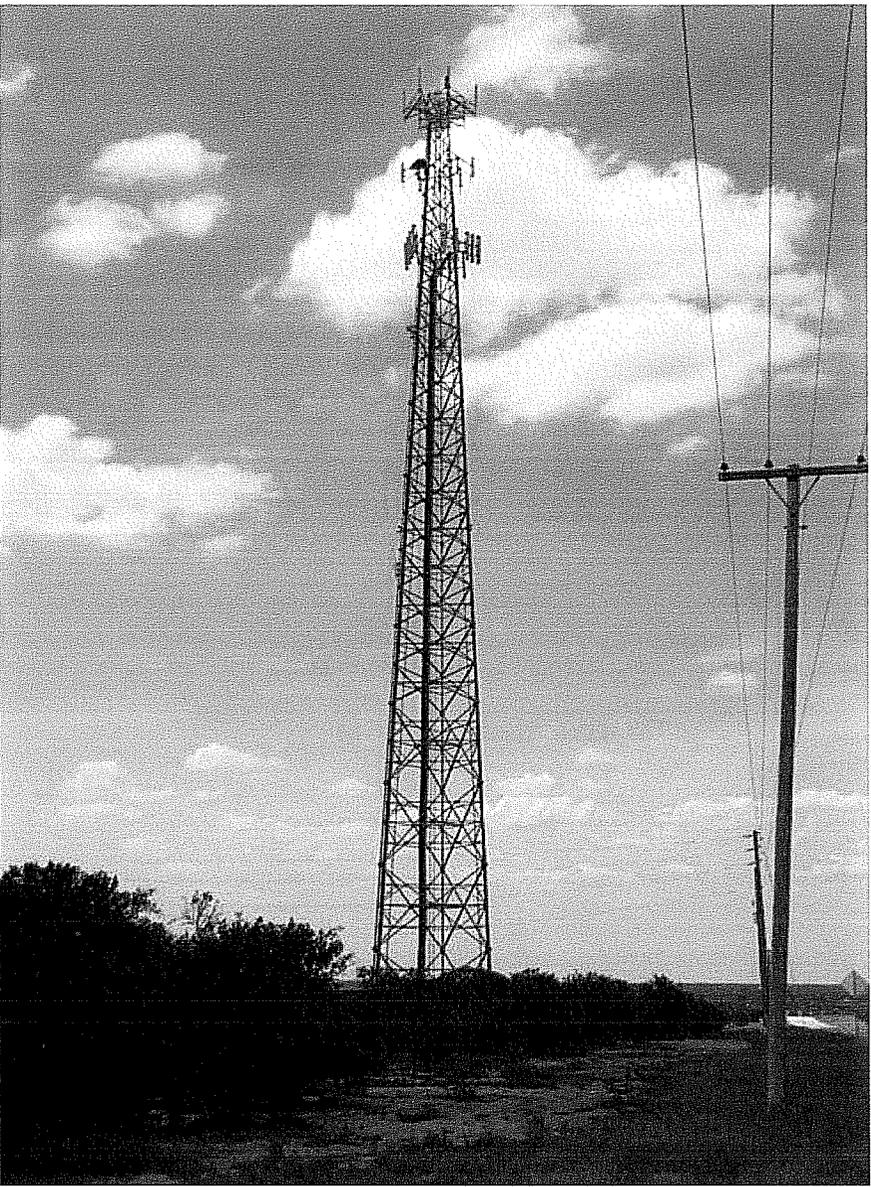
Legend

- 250' Non Residential Buffer
- 750' Residential Buffer
- Possible Tower Locations
- Wildwood RIBS Site
- Wildwood City Boundary

1 inch = 500 feet

Proposed Cell Tower on RIBS Site
Placement Options According to Proposed Land Development Regulations

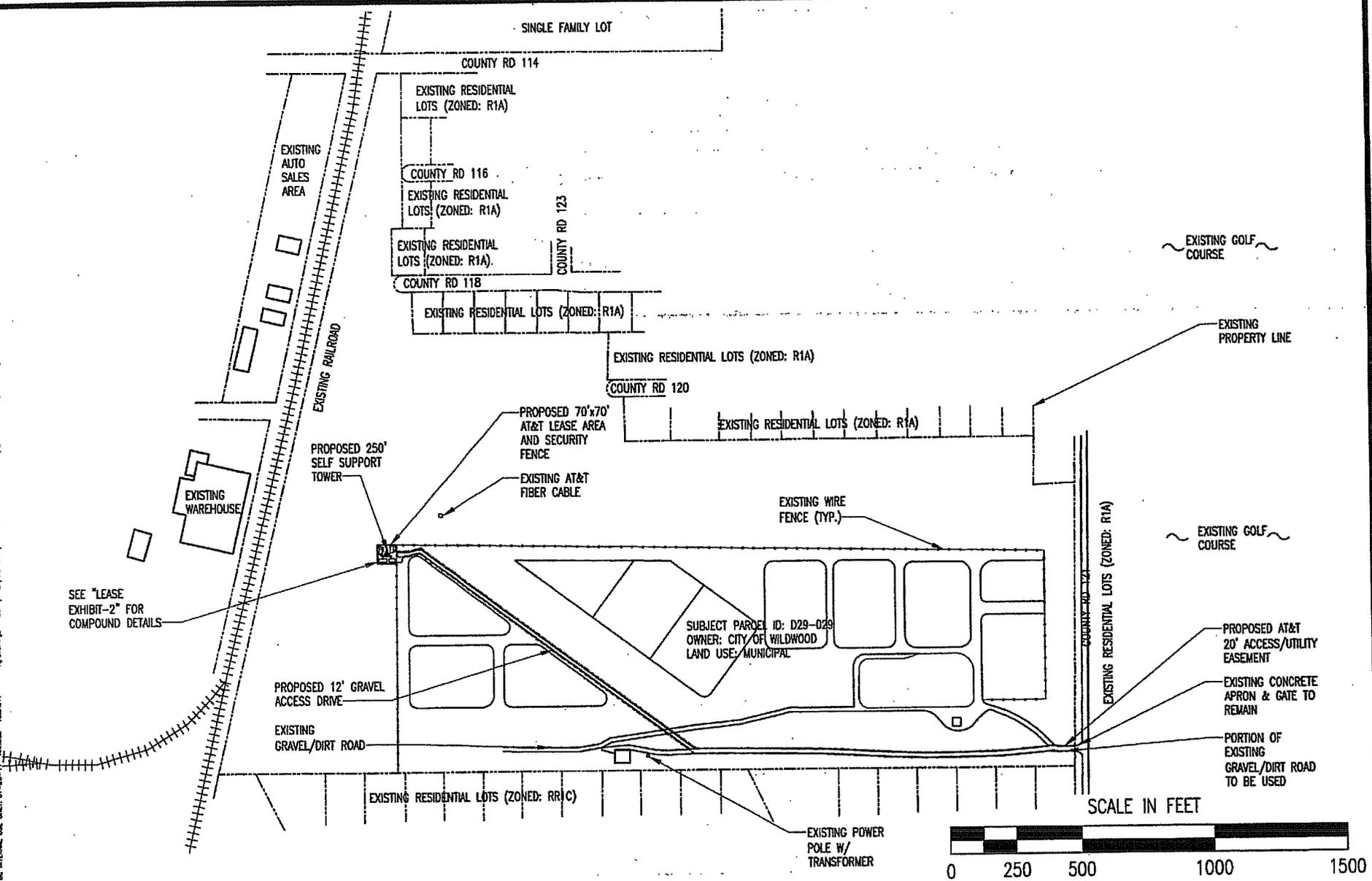




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FOR BE INTERNAL USE ONLY 07-20-11 10:50:41 AM 10/10/11 10:50:41 AM 10/10/11 10:50:41 AM 10/10/11 10:50:41 AM 10/10/11 10:50:41 AM



BC
architects
engineers
5881 COLUMBIA PKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

at&t
12555 CONSULAR WAY, SUITE 1300
ALPHARETTA, GA 30004

SITE PLAN

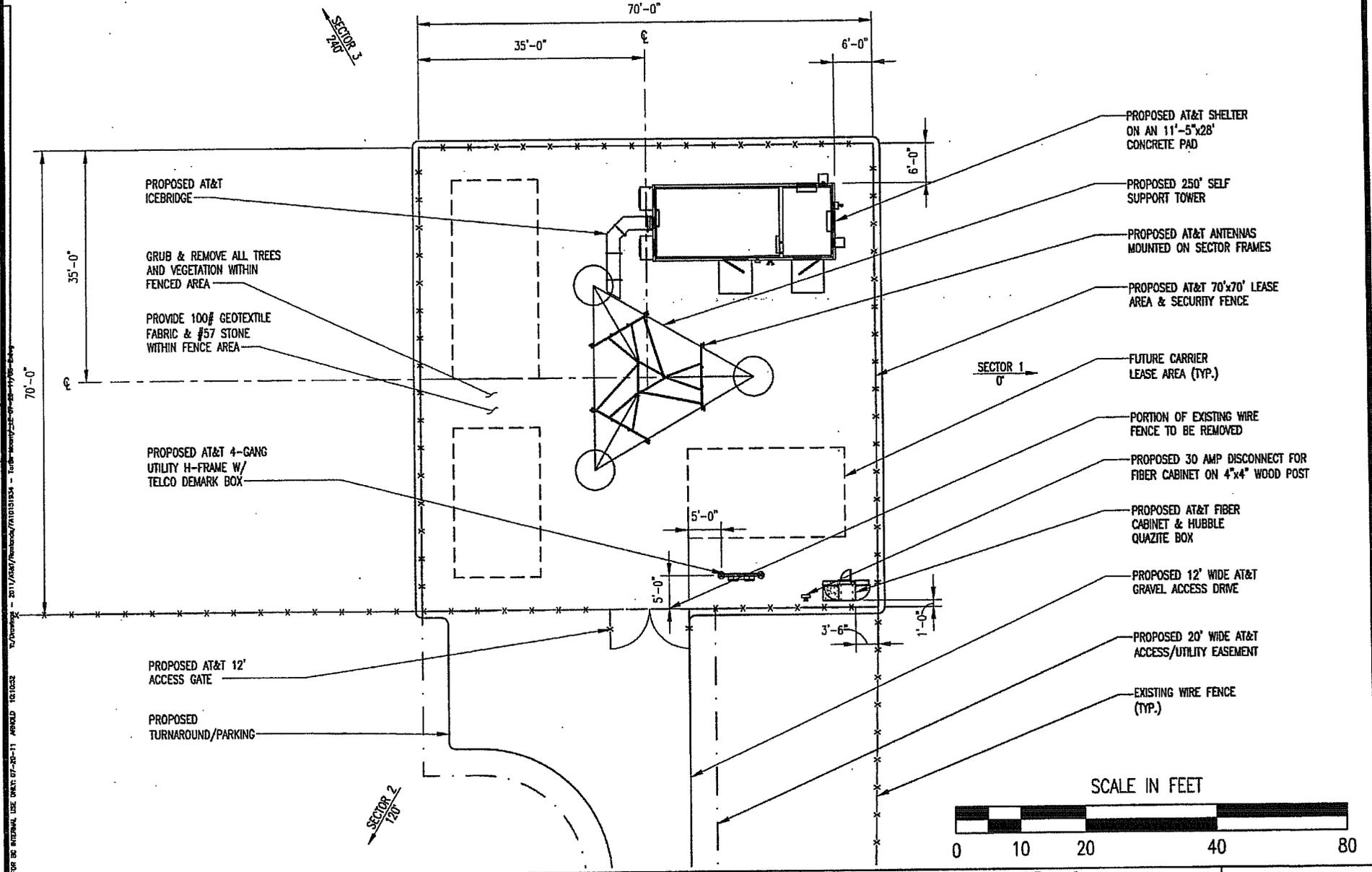
**FA10151934
TURTLE MOUNT**

9440 CR 121
WILDWOOD, FL 34785

LEASE EXHIBIT - 1			
PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 07-19-11	SHEET: 1 OF 3	REV: A
	DATE: 07-20-11	SHEET: 1 OF 3	REV: B
PROPERTY OWNER: CITY OF WILDWOOD 28° 53' 48.9" N -82° 1' 30.1" W ELEVATION: ±73' AMSL			
SCALE: 1"=500'			

NORTH

3. **NEW BUSINESS-ACTION REQUIRED** e. 1 Contracts and Agreements - Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower)



BC
architects
engineers
5661 COLUMBIA PINE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

at&t
12565 CINGULAR WAY, SUITE 1300
ALPHARETTA, GA 30004

ENLARGED SITE PLAN

**FA10151934
TURTLE MOUNT**
9440 CR 121
WILDWOOD, FL 34785

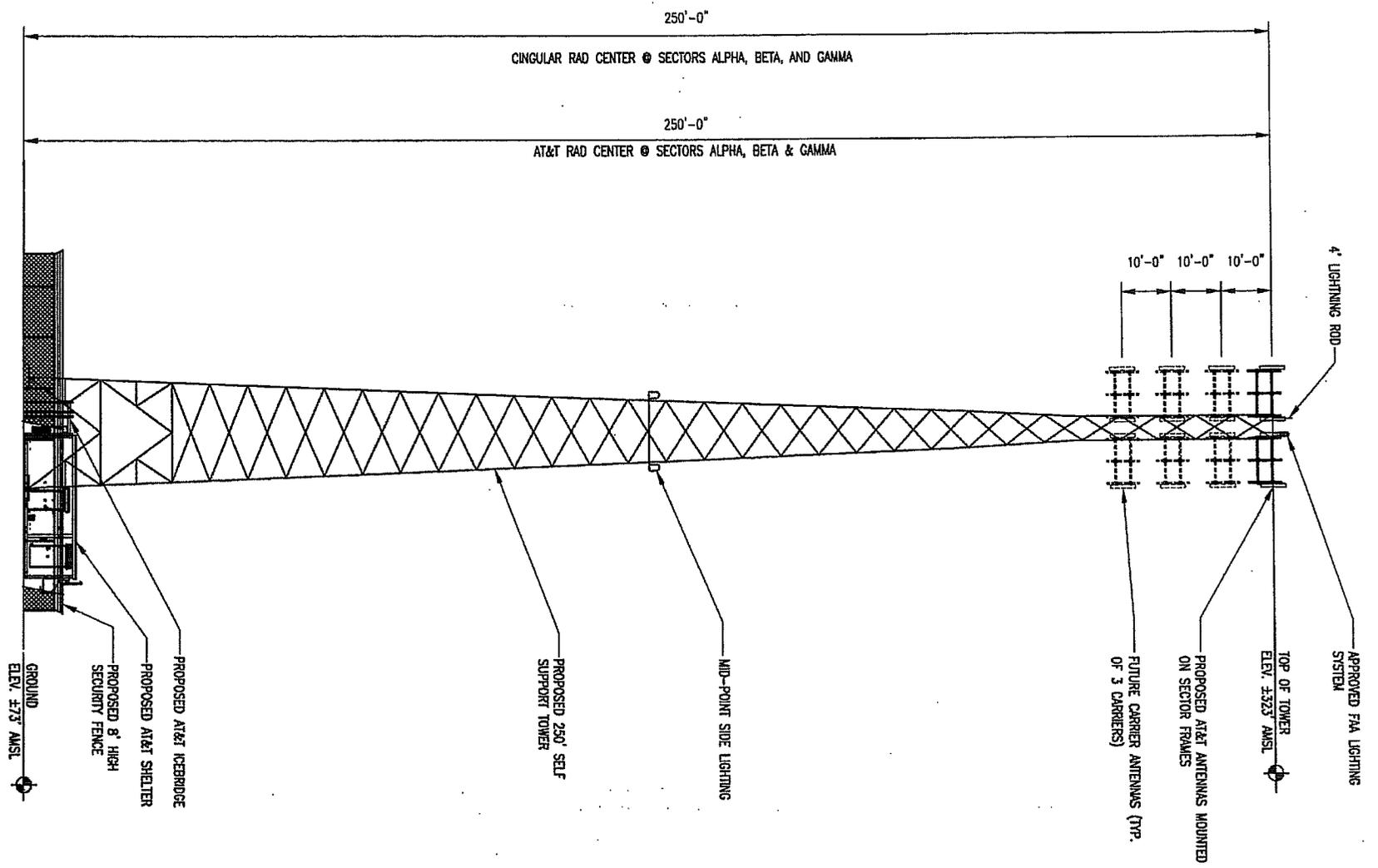
LEASE EXHIBIT - 2

PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 07-19-11	SHEET: 2 OF 3	REV: A
	DATE: 07-20-11	SHEET: 1 OF 3	REV: B
PROPERTY OWNER: CITY OF WILDWOOD 28° 53' 46.9" N -82° 1' 30.1" W ELEVATION: ±73' AMSL			
SCALE: 1"=20'			

NORTH

3. NEW BUSINESS-ACTION REQUIRED. e. 1 Contracts and Agreements - Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower)

FOR DC RECORDS USE ONLY: DATE: 07-19-11 09:56:11 AM 10/11/11 09:56:11 AM 10/11/11 09:56:11 AM
 2011/07/19/11/09:56:11 AM 10/11/11 09:56:11 AM 10/11/11 09:56:11 AM
 Drawings - Turtle Mount/LE 07-30-11/09-3-11



SCALE IN FEET



BC
architects
engineers
5661 COLUMBIA PIKE, SUITE 200
FALLS CHURCH, VA 22041-2868
TEL: (703) 671-6000
FAX: (703) 671-6300

12555 CINGULAR WAY, SUITE 1300
ALPHARETTA, GA 30004

ELEVATION

**FA10151934
TURTLE MOUNT**
9440 CR 121
WILDWOOD, FL 34785

LEASE EXHIBIT - 3

PROPOSED UNMANNED WIRELESS COMMUNICATION SITE	DATE: 07-19-11	SHEET: 3 OF 3	REV: A
	DATE: 07-20-11	SHEET: 3 OF 3	REV: B
PROPERTY OWNER: CITY OF WILDWOOD			
28° 53' 46.9" N			
-82° 1' 30.1" W			
ELEVATION: ±73' AMSL			
SCALE: 1"=30'			

Market: _____ Citrus Lake
Cell Site Number: _____ 336x0361
Cell Site Name: _____ Turtle Mount GC
Fixed Asset Number: _____ 10151934

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by _____, The City of Wildwood, a _____ FL municipality, having a mailing address of _____, 100 North Main Street, Wildwood, FL 34785 ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("Tenant").

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land together with all rights and privileges arising in connection therewith, located at _____, 9440 CR 121, Wildwood FL in the County of _____, Sumter, State of _____ Florida (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant a certain portion of the Property containing approximately _____ four thousand nine hundred (4900) square feet including the air space above such room/cabinet/ground space for the placement of Tenant's radio cabinets as described on attached Exhibit 1 (the "Premises").

2. **PERMITTED USE.**

a. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property") as may reasonably be required during construction and installation of the Communications Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all

applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

b. - Tenant agrees that as an incentive for Landlord to enter into this Agreement: that once a suitable support structure is built as previously discussed in this section Landlord will have the right to install up to three (3) antennas (not to exceed 96" in length) and associated cables at a mutually agreeable location on the structure and two (2) microwave dishes at approximately the 150' level on the structure (collectively the "Landlord Equipment"). Use of the Landlord Equipment shall be restricted to the Landlord or any other governmental entity as designated by Landlord. Landlord or their designee agrees that they will be wholly responsible for any and all cost associated with the installation of the Landlord Equipment and further agrees that they will be responsible for the cost of any structural modifications necessary to ensure that there is sufficient structural capacity to install the Landlord Equipment on the support structure.

c. Tenant understands [M1]that it will need to and agrees to coordinate any work on the premises with the City.

3. **TERM.**

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("Term").

4. **RENT.**

(a) Commencing in the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, One Thousand and No/100 Dollars (\$1,000.00) (the "Rent"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated.

The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ~~seven-and-one-half~~fifteen percent (~~7½~~15%) over the Rent paid during the previous Term.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Sections 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation, 19 Casualty, or 24(l) Severability of this Agreement.

7. INSURANCE. During the Term, Tenant will carry, at its own cost and expense, the following insurance:

(i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity

provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section. In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Landlord shall promptly and no later than seven (7) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Landlord shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Tenant; (3) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit or the like; (4) Tenant's self-insurance obligation for Landlord shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Landlord, its employees, agents, or independent contractors.

8. INTERFERENCE.

(a) Where there are existing radio frequency user(s) on the Property, Landlord will provide Tenant, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. INDEMNIFICATION.

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. This provision shall not in any way be construed to negate or waive any claim to the sovereign immunity of the City. TENANT[M2] shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any Landlord, its employees, agents or independent contractors acts or omissions

~~(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.~~

10. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in Exhibit 11 attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

~~(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("Claims"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.~~

~~(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.~~

(db) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("Access") to and over the Property, from an open and improved public road

to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in Exhibit 1, Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant access to the Property substantially in the form attached as Exhibit 12; upon Tenant's request, Landlord shall execute additional letters during the Term.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will, to the extent reasonable, restore the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

14. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any utility company providing utility services to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such utility companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or a utility company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the public utility.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

17. NOTICES.

(a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: 336x0361; Cell Site Name: Turtle Mount GC (add state abbreviationFL)
Fixed Asset No: 10151934
12555 Cingular Way, Suite 1300
Alpharetta, GA 30004

With the required copy of legal notice sent to Tenant at the address above:

New Cingular Wireless PCS, LLC
Attn.: Legal Department

Re: Cell Site #: ; 336x0361; Cell Site Name: Turtle Mount GC (add state abbreviation FL)

Fixed Asset No: 10151934
1025 Lenox Park Blvd.
5th Floor
Atlanta, GA 30319

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: _____ The City of Wildwood
_____ 100 N. Main St.
_____ Wildwood, FL
_____ Attn: City Manager

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor will send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including all phone number(s)

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the

Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Premises, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, then Landlord will promptly rebuild or restore the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, along with sufficient written documentation detailing any assessment increases attributable to the leasehold improvements, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment, and all subsequent years to the extent (a) Landlord continues to fail in providing notice, or (b) Tenant is precluded from challenging such assessment with the appropriate government authorities. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paperwork to effect a transfer in Rent to the new Landlord.

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion, any such testing to be at the expense of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. **RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement (“Rental Stream Offer”), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement.

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days’ prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(e) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced.

(f) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(g) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(h) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of Tenant using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(i) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(j) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(k) **No Electronic Signatures/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(n) **Waiver of Jury Trial.** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

(o) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

_____ The City of Wildwood _____

Signature

By: _____

Print Name

_____ Print

Name: _____

Its: _____

Date: _____

Signature

Print Name

"TENANT"

Signature

_____ New Cingular Wireless PCS, LLC,

By: AT&T

Mobility Corporation

Print Name

Its: Manager

Signature

By: _____

Print Name

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 200__, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 4

to the Agreement dated _____, 200__, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A portion of the Property as recorded in OR Book 579 Page 479 and described as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 2 of 4

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 3 of 4

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 4 of 4

EXHIBIT 11

ENVIRONMENTAL DISCLOSURE

Landlord represents and warrants that the Property, as of the date of this Agreement, is free of hazardous substances except as follows:

1. NONE.

EXHIBIT 12

STANDARD ACCESS LETTER

[FOLLOWS ON NEXT PAGE]

[Landlord Letterhead]

DATE

Building Staff / Security Staff
Landlord, Lessee, Licensee
Street Address
City, State, Zip

Re: Authorized Access granted to AT&T

Dear Building and Security Staff,

Please be advised that we have signed a lease with AT&T permitting AT&T to install, operate and maintain telecommunications equipment at the property. The terms of the lease grant AT&T and its representatives, employees, agents and subcontractors (“representatives”) 24 hour per day, 7 day per week access to the leased area.

To avoid impact on telephone service during the day, AT&T representatives may be seeking access to the property outside of normal business hours. AT&T representatives have been instructed to keep noise levels at a minimum during their visit.

Please grant the bearer of a copy of this letter access to the property and to leased area. Thank you for your assistance.

Landlord Signature

EXHIBIT 24b

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

_____The City of _____

Wildwood

By: _____EXHIBIT

ONLY - DO NOT EXECUTE

Print Name: _____

Its: _____

Date: _____

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: EXHIBIT ONLY - DO NOT EXECUTE_____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 200__, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200__ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

(a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;

(b) the proper corporate seal of said corporate general partner was affixed; and

(c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

(a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the corporation and

(c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Memorandum of Lease dated _____, 200__, by and between _____, a _____, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

A portion of the Property as recorded in OR Book 579 Page 479 and described as follows:

W-9 FORM

[FOLLOWS ON NEXT PAGE]

3. NEW BUSINESS-ACTION REQUIRED e. 1 Contracts and Agreements - Discussion/approval regarding lease for the tower at the City's RIB Site - AT&T Site Turtle Mount GC 10151934 (cell tower)

BILLS FOR APPROVAL
City of Wildwood, Florida
August 22, 2011

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

CITY COMMISSION-LEGISLATIVE DEPARTMENT

1	Nextel	Cell Phone Service	\$	31.38
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CITY MANAGER-EXECUTIVE DEPARTMENT

2	Payroll	August 14, 2011 Pay Period - 3 Employees	\$	8,702.56
3	Dept of Management Services	Telephone Service	\$	61.10
4	Dept of Management Services	Telephone Service	\$	5.18

CITY CLERK-FINANCIAL & ADMINISTRATIVE DEPARTMENT

5	Payroll	August 14, 2011 Pay Period - 4 Employees	\$	9,818.33
6	Century Link	Telephone Service	\$	38.38
7	Dept of Management Services	Telephone Service	\$	151.13
8	Dept of Management Services	Telephone Service	\$	5.17
9	Nextel	Cell Phone Service	\$	23.38
10	Progress Energy	Electric Service	\$	820.72
11	Terminix	Monthly Pest Control Contract	\$	81.25

DEVELOPMENT SERVICES

12	Payroll	August 14, 2011 Pay Period - 4 Employees	\$	8,455.88
13	Dept of Management Services	Telephone Service	\$	61.10
14	Dept of Management Services	Telephone Service	\$	5.17
15	Nextel	Cell Phone Service	\$	23.38
16	Villages Technology Solutions	Unplugged Computer and Plugged Back In - Reboot	\$	40.00

HUMAN RESOURCES

17	Payroll	August 14, 2011 Pay Period - 1 Employees	\$	1,955.79
18	Dept of Management Services	Telephone Service	\$	61.10
19	Dept of Management Services	Telephone Service	\$	5.19

POLICE DEPARTMENT

20	Payroll	August 14, 2011 Pay Period - 27 Employees	\$	51,195.03
21	Advanced Auto Parts	Headlight, Thermostat, Gasket	\$	29.69
22	Capital Office Products	Office Supplies	\$	47.51
23	CarQuest Auto Parts Stores	Cop Boot, Coil, Brake Rotor, ABS Sensor, Etc.	\$	808.96
24	Compass - American Transmission	Bench Trans	\$	1,291.00
25	Dept of Management Services	Telephone Service	\$	135.06
26	Dept of Management Services	Telephone Service	\$	44.06
27	Jiffy Exhaust Systems, Inc	Catalytic Converter	\$	425.49
28	Key Scales Ford	Relay	\$	33.78
29	Law Enforcement Supply	Marijuana Test Kit	\$	58.50
30	Nextel	Cell Phone Service	\$	220.03
31	Progress Energy	Electric Service	\$	2,002.50
32	Terminix	Monthly Pest Control Contract	\$	25.00
33	Verizon Wireless	Broadband	\$	163.89

STREET DEPARTMENT

34	Payroll	August 14, 2011 Pay Period - 10 Employees	\$	18,356.08
35	Barney's Pumps Inc	Hydromatic Neoprene Flap Valve	\$	109.65
36	CarQuest Auto Parts Stores	Relay, Fittings, Hyd Hose, Bearing, Fuel Pump, Etc	\$	665.31
37	C.R. 466A Landfill Facility, LLC	Tipping Fee	\$	786.03

38	Culligan	Cooler Rental and Bottled Water	\$	36.07
39	Dept of Management Services	Telephone Service	\$	45.02
40	Dept of Management Services	Telephone Service	\$	0.99
41	Nextel	Cell Phone Service	\$	93.52
42	Office Depot	Office Supplies	\$	3.88
43	Progress Energy	Electric Service	\$	4,907.24
44	Sumter Electric	Electric Service	\$	157.00
45	Terminix	Monthly Pest Control Contract	\$	12.50

FLEET SERVICES

46	Payroll	August 14, 2011 Pay Period - 2 Employees	\$	3,964.56
47	Advanced Auto Parts	Headlight, Wiper Blades	\$	22.53
48	Almond Oil Company	Milemaster GF4/SM Oil	\$	31.95
49	CarQuest Auto Parts Stores	Mirror, Starting Fluid, Drain Pan, Etc.	\$	65.82
50	Culligan	Cooler Rental and Bottled Water	\$	36.08
51	Dept of Management Services	Telephone Service	\$	45.02
52	Dept of Management Services	Telephone Service	\$	0.99
53	Nextel	Cell Phone Service	\$	46.76
54	Office Depot	Office Supplies	\$	3.87
55	Progress Energy	Electric Service	\$	147.26
56	Terminix	Monthly Pest Control Contract	\$	12.50

COMMUNITY RE-DEVELOPMENT

57	Payroll	August 14, 2011 Pay Period - 1 Employees	\$	2,426.54
58	Dept of Management Services	Telephone Service	\$	61.10
59	Dept of Management Services	Telephone Service	\$	5.17
60	Nextel	Cell Phone Service	\$	23.38

PARKS AND RECREATION

61	Payroll	August 14, 2011 Pay Period - 6 Employees	\$	7,602.87
62	Budget Air Conditioning & Heating	Replace Board OEM, Blower Motor, System Check	\$	565.00
63	CarQuest Auto Parts Stores	Bearings	\$	34.56
64	Century Link	Telephone Service	\$	33.78
65	Dept of Management Services	Telephone Service	\$	61.10
66	Dept of Management Services	Telephone Service	\$	5.17
67	Duchart Land Surveying, Inc	Re-stake Tot Lot Survey on High Street	\$	180.00
68	Nextel	Cell Phone Service	\$	93.52
69	Progress Energy	Electric Service	\$	1,222.10
70	Sumter Electric	Electric Service	\$	587.95
71	T & D Waste Services, Inc	Port O Let Rentals	\$	295.00

COMMUNITY CENTER & OXFORD COMMUNITY CENTER

72	CarQuest Auto Parts Stores	Fuel Pump, Pump Strainer	\$	62.62
73	Sumter Electric	Electric Service	\$	1,732.31
74	Terminix	Monthly Pest Control Contract	\$	75.00

PHYSICAL ENVIRONMENT ADMINISTRATIVE DEPARTMENT

75	Payroll	August 14, 2011 Pay Period - 3 Employees	\$	5,308.25
76	Dept of Management Services	Telephone Service	\$	106.12
77	Dept of Management Services	Telephone Service	\$	5.17
78	Terminix	Monthly Pest Control Contract	\$	6.25

WATER DEPARTMENT

79	Payroll	August 14, 2011 Pay Period - 10 Employees	\$	17,929.46
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80	Barney's Pumps Inc.	Repair Worthington Rotating Assembly	\$	2,050.00
81	CarQuest Auto Parts Stores	Bearings, Blower Motor, Resistor, Reman Starter	\$	290.48
82	Dept of Management Services	Telephone Service	\$	45.02
83	Dept of Management Services	Telephone Service	\$	4.16
84	Florida Operators & Controls, Inc	Retro Faceplate	\$	516.00
85	HD Supply WaterWorks	Gasket	\$	7.92
86	Nextel	Cell Phone Service	\$	116.90
87	Office Depot	Office Supplies	\$	66.63
88	Plant Technicians	Environmental Testing	\$	465.00
89	Progress Energy	Electric Service	\$	1,265.47
90	Sumter Electric	Electric Service	\$	6,568.17
91	Sunshine State One Call of FL	Locators for Month of July 2011	\$	261.44
92	Terminix	Monthly Pest Control Contract	\$	25.00
93	The Dumont Company, Inc	Clear Flow, Hypochlorite Solution	\$	2,174.50
94	Verizon Wireless	Broadband	\$	40.01
95	Villages Technology Solutions	Met w/Suntech Quote for Cabling Water Facility	\$	120.00

WASTEWATER DEPARTMENT

96	Payroll	August 14, 2011 Pay Period - 14 Employees	\$	28,206.01
97	A.W.K. Industries Inc.	Calibrated Flow Meters	\$	940.00
98	B & D Industrial	Bearings	\$	871.62
99	Campbell's Gate Service Inc	Service Call, Chain	\$	222.36
100	CarQuest Auto Parts Stores	Bearings, Pwr Outlet, Filter, Tail Lamp, Etc.	\$	445.88
101	Century Link	Telephone Service	\$	108.37
102	Culligan	Bottled Water	\$	81.45
103	Cynmar	Bottle w/spigot, Carbon Filters, Counter Pens	\$	256.69
104	Dept of Management Services	Telephone Service	\$	90.04
105	Dept of Management Services	Telephone Service	\$	5.17
106	HACH	Nitrate Test Strips, Ammonia Test Strip, Controller	\$	1,827.31
107	HD Supply WaterWorks	Cutter Blade, Blind Flange, Bushings, Bales, Etc	\$	234.09
108	Hi-Line Inc	Drill Bits	\$	219.47
109	John Deere Landscape	Prosecutor Professional	\$	66.30
110	Metro Steel	Alum Pipe	\$	522.87
111	Nextel	Cell Phone Service	\$	140.28
112	Odyssey	Hypochlorite Solution	\$	2,616.99
113	Pat's Pump & Blower	Impeller Aurora Pump Model 341	\$	887.03
114	Pro Chem	Suds Hand Soap, Ban Aid, Skin Therapy	\$	397.10
115	Professional Maintenance Prod.,	Citra Solv Lift Station Degreaser	\$	1,495.00
116	Progress Energy	Electric Service	\$	23,456.75
117	Siemens	Mixed Beds and Carbon	\$	1,128.00
118	Sumter Electric	Electric Service	\$	621.62
119	Sunshine State One Call of FL	Locators for Month of July 2011	\$	261.44
120	Terminix	Monthly Pest Control Contract	\$	25.00
121	Test America	Environmental Testing	\$	84.00
122	Triple Crown Trailers, Inc	Couplers, Fender, Axle, Tire Disposal, Etc.	\$	353.98
123	USA BlueBook	Seametrics Insertion Turbine	\$	1,245.18
124	United States Plastic Corp.	Versapak, Sleeves, Nalg Wash/Dis Btl, Etc	\$	188.03
125	VWR	Standardizing Solution	\$	90.56

GREENWOOD CEMETERY

126	Progress Energy	Electric Service	\$	12.92
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ATTORNEYS/CONSULTANTS/SURVEYORS

	Potter Clement Lowry	Special Magistrate	\$	1,067.50
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FUEL INVENTORY

127	Stone Petroleum Products, Inc	Regular Unleaded Gasoline	\$ 10,294.62
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TOTAL			\$ 247,280.07
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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

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easement Agreements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

EXECUTIVE SUMMARY

SUBJECT: Fire Station/Gamble Street MOU

Approval of MOU, Deeds and Easement Agreements

REQUESTED ACTION:

- Work Session (Report Only)
- Regular Meeting

DATE OF MEETING: 8/22/11
 Special Meeting

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

Vendor/Entity: _____
 Termination Date: _____

BUDGET IMPACT: _____

- Annual
- Capital
- N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

As part of the preparation for the remodeling and expansion of the Sumter County Fire Station in Wildwood, a boundary survey of the fire station property was performed.

The boundary survey brought to light several issues that need to be resolved. In an effort to resolve issues with the legal descriptions of the parcels involved and to assist Sumter County in meeting stormwater requirements, attached you will find the following:

1. Memorandum of Understanding – between City of Wildwood and Sumter County

Upon approval and execution of the MOU, the approval of the following documents will be necessary:

1. Quit Claim Deed – Description “A”, transfer from City to County
2. Quit Claim Deed – Description “E”, transfer from City to County
3. Easement Agreement – Description “B”, allowing easement for County stormwater
4. Easement Agreement – Description “D”, allowing easement for County stormwater

Following approval, Sumter County will issue a Quit Claim Deed to the City with regard to the property which is generally known as the right-of-way of Gamble Street from Rutland Street south to Hall Street.

Staff recommends approval of the Memorandum and subsequent agreements.

Melanie Peavy
 Development Services Director



1 inch = 50 feet

City of Wildwood, Florida Rutland Street Right-of-Way



3. NEW BUSINESS-ACTION REQUIRED. g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
AND THE CITY OF WILDWOOD CONCERNING PROPERTY CORRECTIONS
RELATED TO THE DOWNTOWN WILDWOOD FIRE STATION #31

WHEREAS, the Sumter County Board of County Commissioners (“COUNTY”) and the City of Wildwood (“CITY”) have identified certain errors in the chain of title to certain parcels of real property located within Sumter County, Florida, said parcels belonging either to COUNTY or CITY.

WHEREAS, the COUNTY and CITY desire to correct these errors in an effort clarify the chain of title to the parcels identified in the survey attached hereto as Exhibit “1”, and furthermore, to provide better service to their respective constituents.

WHEREAS, the COUNTY and CITY hereby enter into this Memorandum of Understanding (MOU) with the intent to formalize a cooperative partnership between them regarding the transfer of certain property to CITY from COUNTY, and from COUNTY to CITY, said transfers to be governed by the terms of this Memorandum of Understanding (“MOU”).

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. PURPOSE AND SCOPE:

- A) The above WHEREAS clauses are hereby incorporated into this MOU as if incorporated herein, *in haec verba*.

- B) The purpose of this MOU is to enable the COUNTY and CITY to jointly exercise their respective governmental powers in order to correct errors identified in the chain of title to the parcels identified in the survey shown in Exhibit “1” and herein below related to ownership, in an effort to allow COUNTY and CITY to make the most efficient use of their respective properties. The resultant parcel for COUNTY at the conclusion of the completion of the CITY and COUNTY responsibilities is more particularly described as Description “E” in that certain document attached hereto as Exhibit “2”, which is incorporated into this MOU, *in haec verba*.

SECTION 2. AGENCY RESPONSIBILITIES:

The following sections identify specific responsibilities of each party.

A. As to COUNTY:

- 1. COUNTY agrees that on or before September 30, 2011, it will issue a Quit Claim Deed to CITY, naming CITY as Grantee with regard to the property which is generally known as the right-of-way of Gamble Street from Rutland Street South to Hall Street. This property is more particularly described as Description “C” in that certain document attached hereto as Exhibit “3”, which is incorporated into this MOU, *in haec verba*.

3. NEW BUSINESS-ACTION REQUIRED. g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

3. NEW BUSINESS-ACTION REQUIRED. 9. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

- 2. COUNTY agrees that on or before July 25, 2012, it will design, permit, and construct a Detention/Retention Area (DRA) on the property more particularly described as Description "D" in that certain document attached hereto as Exhibit "4" to serve the property more particularly described as Description "B" in that certain document attached hereto as Exhibit "5", said exhibits being incorporated into this MOU, *in haec verba*.

B. As to CITY:

- 1. CITY agrees that on or before September 30, 2011, it will close and abandon the road more particularly described as Description "A" in that certain document attached hereto as Exhibit "6", which is incorporated into this MOU, *in haec verba*.
- 2. CITY agrees that on or before September 30, 2011, it will issue a Quit Claim Deed to COUNTY, naming COUNTY as Grantee with regard to the property which is more particularly described as Description "A" in that certain document attached hereto as Exhibit "6", which is incorporated into this MOU, *in haec verba*.

SECTION 3. EFFECTIVE DATE AND TERM:

- 1. Term: It is agreed that time is of the essence with regard to the responsibilities of the parties in this MOU. Therefore, the term of this MOU shall be for a period of one (1) year, commencing on July 26, 2011, to allow COUNTY sufficient time to design, permit, and construct the DRA contemplated by this MOU. CITY and COUNTY agree that any request to extend the term of this MOU shall not be unreasonably withheld.

SECTION 4. AMENDMENTS:

The MOU may be amended only upon the written consent of COUNTY and CITY.

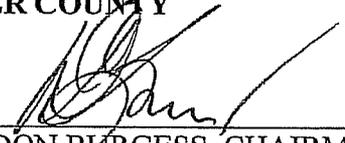
IN WITNESS THEREOF, the parties hereto have set their hands on the day, month and year written below:

CITY OF WILDWOOD

By: _____
ED WOLF, MAYOR

Date: _____

**BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY**

By:  _____
DON BURGESS, CHAIRMAN

Date: **AUG 09 2011** _____

ATTEST: GLORIA R. HAYWARD



CLERK & AUDITOR

[Handwritten signature]

DEPUTY CLERK

AUG 09 2011

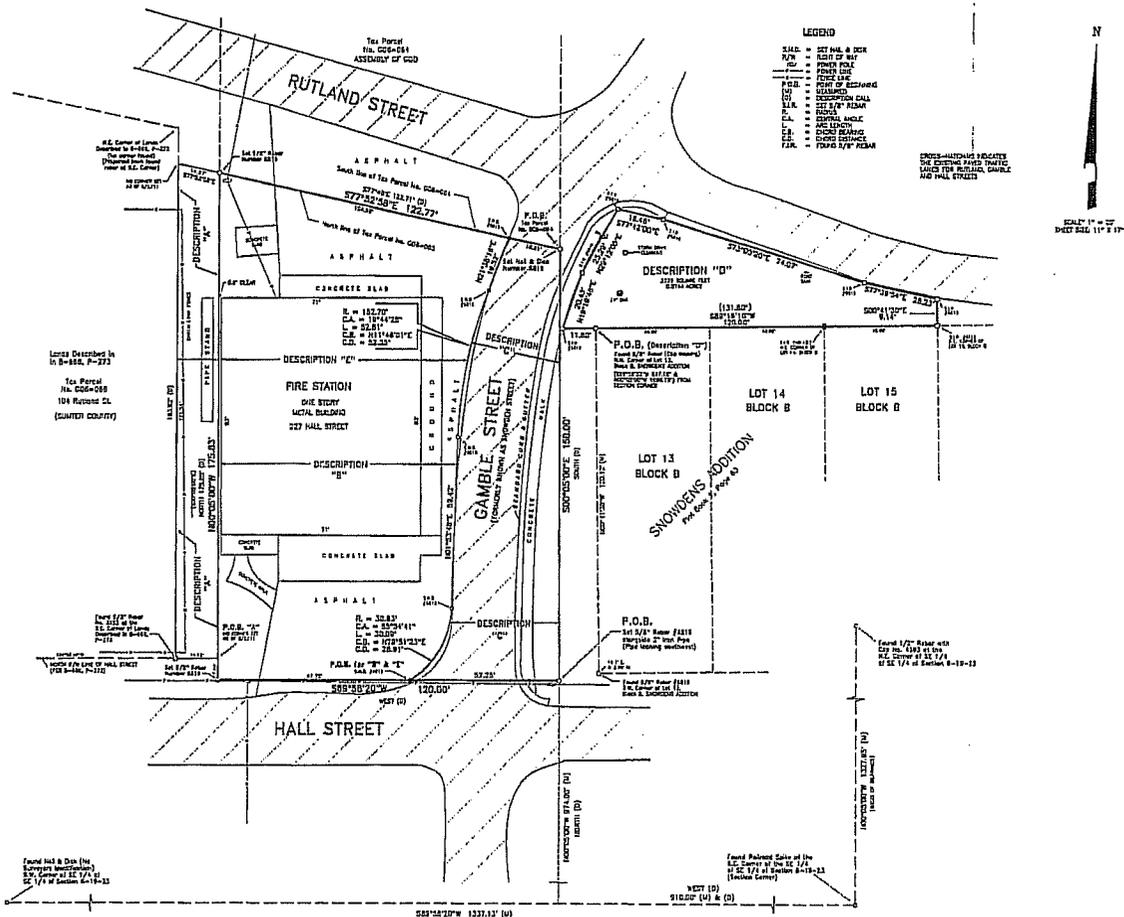
Date: _____

3. NEW BUSINESS-ACTION REQUIRED. g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station, Quit Claim Deeds, and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

MAP OF BOUNDARY SURVEY

Section 6, Township 19 South, Range 23 East, Wildwood - Sumter County, Florida



DESCRIPTION:
 DESCRIPTION of a point 810 feet West and 874 feet North of SE corner of SE 1/4 of SE 1/4 of Section 6, Township 19 South, Range 23 East, and 120 feet East, thence North 174.85 feet, South 79 degrees 48 minutes East 122.74 feet, thence South 150 feet to POINT OF BEGINNING, including those portions of said lots lying within Rutland Street, Snowden Street and Hall Street, City of Wildwood, Sumter County, Florida.

SURVEY REPORT:
DATA SOURCES:
 1. Description provided by client.
 2. Copy record plat of SNOWDEN'S ADDITION (Plat Book 1, Page 03).
 3. Tax records for subject and adjoining properties.
 4. Retracement of controlling section monumentation found in place.
 5. Retracement of subdivision monumentation and retracement of adjoining properties monumentation, found in place.
 6. Structures (assumed from prior surveys) are matched to the east of 800.00' W for the East side of the SE 1/4 of SE 1/4 of Section 6-19-23 (as indicated).

LIMITATIONS:
 1. This survey is SUBJECT TO any facts not may be disclosed by a current, full and accurate title search.
 2. Underground utilities and limitations were not located.
 3. Certain above ground utilities (back-flow preventers, valves, alarm drains, etc.) were not located, except as shown.
 4. This survey depicts the boundary of property AS DESCRIBED, results to surrounding streets and improvements and does NOT purport to determine or establish ownership.
 5. This survey does not address environmental matters, jurisdictional boundaries or hazardous waste concerns, should any of the foregoing exist.
 6. Determination establishing right-of-way limits for Rutland, Gamble and Hall Streets was neither provided for or based by surveyor.

NOTE:
 DESCRIPTIONS "A", "B", "C", "D" AND "E" ARE ON INDIVIDUAL DESCRIPTION SKETCHES SUBMITTED HERewith.

REVISED TO REFLECT MONUMENTATION SET FOR DESCRIPTIONS "C" AND "D".
 REVISION DATE: 5/2/11

Certified to:
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

HUNT'S SURVEYING & MAPPING, PLLC
 1818 W. G. 4TH, P.O. BOX 188, BUNNELL, FLORIDA 32110
 LICENSED BUSINESS NO. 8818
 PHONE (386) 783-1882 FAX (386) 783-4422

Prepared for: SUMTER COUNTY	Date of Survey: February 24, 2011
City: Wildwood | Est. File: 2011-014	Revision: as shown on map
Reference: 010474	

CERTIFICATION:
 I hereby certify that the survey shown herein was made in accordance with the "Minimum Technical Standards" for Surveying and Mapping in the State of Florida Chapter 11017-F, Florida Administrative Code, adopted by the State Board of Professional Regulation.
 [Signature] **5/2/11**
 [Signature] **5/2/11**
 [Signature] **5/2/11**
 [Signature] **5/2/11**

EXHIBIT 2

DESCRIPTION SKETCH

SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
WILDWOOD - SUMTER COUNTY, FLORIDA

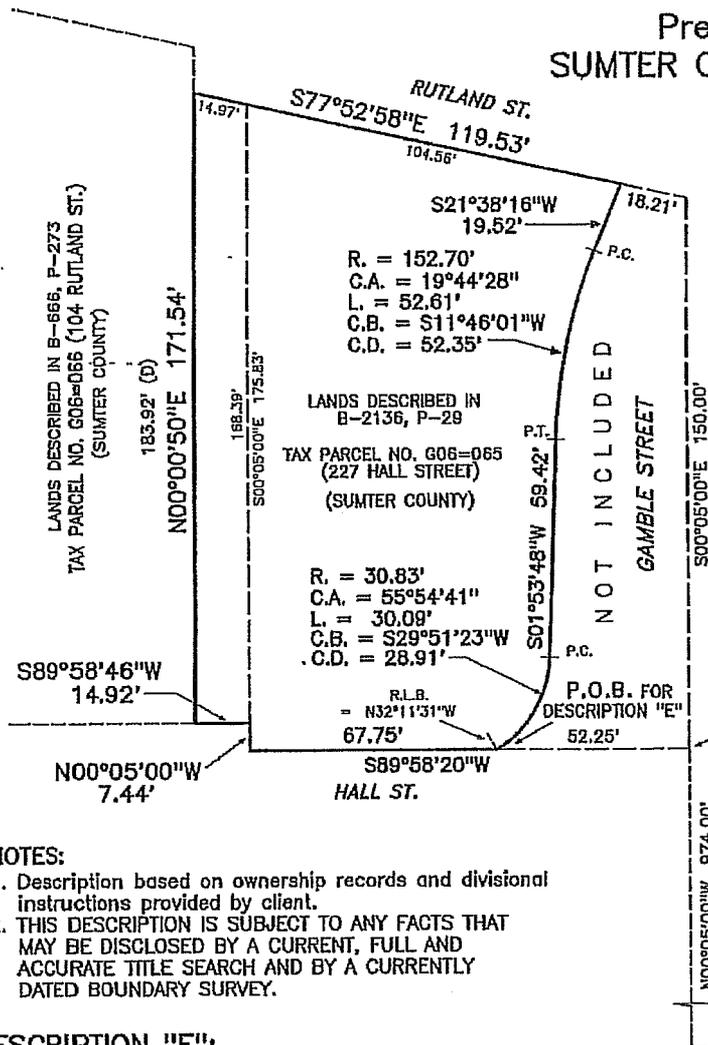
Prepared for:
SUMTER COUNTY, FLORIDA

N



SCALE: 1" = 50'
SHEET SIZE: 11" X 17"

NOT A SURVEY



LEGEND

P.O.B.	=	POINT OF BEGINNING
SEC.	=	SECTION
O.R.	=	OFFICIAL RECORDS BOOK
(D)	=	DEED CALL
B	=	OFFICIAL RECORDS BOOK
P	=	PAGE
R.	=	RADIUS
C.A.	=	CENTRAL ANGLE
L	=	ARC LENGTH
C.B.	=	CHORD BEARING
C.D.	=	CHORD DISTANCE
P.T.	=	POINT OF TANGENCY
P.C.	=	POINT OF CURVATURE
R.L.B.	=	RADIAL LINE BEARING

P.O.B. FOR LANDS DESCRIBED
IN O.R. 2136, PAGE 29
(910' WEST & 974' NORTH)

AREA SUMMARY

DESCRIPTION "E"
CONTAINS 16,826 SQUARE FEET
0.3863 ACRES

NOTES:

1. Description based on ownership records and divisional instructions provided by client.
2. THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A CURRENT, FULL AND ACCURATE TITLE SEARCH AND BY A CURRENTLY DATED BOUNDARY SURVEY.

DESCRIPTION "E":

That portion of the SE 1/4 of the SE 1/4 of Section 6, Township 19 South, Range 23 East, Sumter County, Florida, described as follows: Commence at the Southeast corner of said SE 1/4 of SE 1/4, thence run S89°58'20"W along the South line of said SE 1/4 of SE 1/4, a distance of 910.00 feet, thence N00°05'00"W parallel with the East line of said SE 1/4 of SE 1/4, a distance of 974.00 feet (this point being described as "BEGINNING 910 feet West and 974 feet North of the Southeast corner of said SE 1/4 of SE 1/4, per Official Records Book 2136, Page 29), thence run S89°58'20"W 52.25 feet to the POINT OF BEGINNING of this description, from said point continue S89°58'20"W 67.75 feet, thence N00°05'00"W 7.44 feet, thence S89°58'46"W 14.92 feet to a found 5/8" rebar #3522 at the Southeast corner of lands described in Official Records Book 666, Page 273, Public Records of Sumter County, Florida, thence N00°00'50"E along the East line of said lands a distance of 171.54 feet, thence S77°52'58"E 119.53 feet, thence S21°38'16"W 19.52 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 152.70 feet, thence Southwesterly along the arc of said curve, through a central angle of 19°44'28", an arc distance of 52.61 feet (Chord Bearing = S11°46'01"W and Chord Distance = 52.35) to the Point of Tangency, thence S01°53'48"W 59.42 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 30.83 feet, thence Southwesterly along the arc of said curve through a central angle of 55°54'41", an arc distance of 30.09 feet (Chord Bearing = S29°51'23"W and Chord Distance = 28.91 feet) to the POINT OF BEGINNING. The described property contains 16,826 square feet/0.3863 acres.

Prepared by: DOUGLAS K. HUNT
Professional Surveyor and Mapper
Florida Certificate No. 2480

CF WILDSTA
SF WILD-E
CLIENT FILE

DATE: May 5, 2011

PLAT BOOK F-50 PAGE 5406

3. NEW BUSINESS-ACTION REQUIRED: g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station, Quit Claim Deeds, and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

DESCRIPTION SKETCH

SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
WILDWOOD - SUMTER COUNTY, FLORIDA

Prepared for:
SUMTER COUNTY, FLORIDA

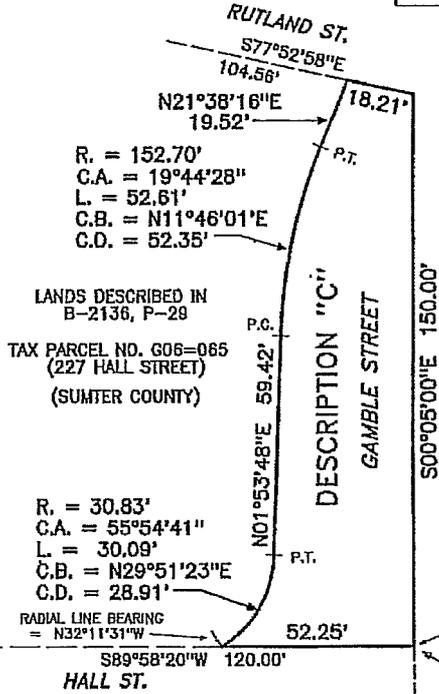
NOT A SURVEY



SCALE: 1" = 50'
SHEET SIZE: 11" X 17"

AREA SUMMARY
DESCRIPTION "C"
CONTAINS 5235 SQUARE FEET
0.1202 ACRES

CF WILDSTA
SF WILD-B
CLIENT FILE



- LEGEND**
- P.O.B. = POINT OF BEGINNING
 - SEC. = SECTION
 - O.R. = OFFICIAL RECORDS BOOK
 - (D) = DEED CALL
 - B = OFFICIAL RECORDS BOOK
 - P = PAGE
 - R. = RADIUS
 - C.A. = CENTRAL ANGLE
 - L = ARC LENGTH
 - C.B. = CHORD BEARING
 - C.A. = CHORD DISTANCE
 - P.T. = POINT OF TANGENCY
 - P.C. = POINT OF CURVATURE

LANDS DESCRIBED IN
B-2136, P-28
TAX PARCEL NO. G06=065
(227 HALL STREET)
(SUMTER COUNTY)

R. = 30.83'
C.A. = 55°54'41"
L = 30.09'
C.B. = N29°51'23"E
C.D. = 28.91'

P.O.B. FOR LANDS DESCRIBED
IN O.R. 2136, PAGE 29
(910' WEST & 974' NORTH)

P.O.B. FOR
DESCRIPTION "C"

S.E. CORNER OF
SE 1/4 OF SE 1/4
OF SEC. 6-19-23
(SECTION CORNER)

NOTES:

1. Description based on ownership records and divisional instructions provided by client.
2. THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A CURRENT, FULL AND ACCURATE TITLE SEARCH AND BY A CURRENTLY DATED BOUNDARY SURVEY.

DESCRIPTION "C":

That portion of the SE 1/4 of the SE 1/4 of Section 6, Township 19 South, Range 23 East, Sumter County, Florida, described as follows: Commence at the Southeast corner of said SE 1/4 of SE 1/4, thence run S89°58'20"W along the South line of said SE 1/4 of SE 1/4, a distance of 910.00 feet, thence N00°05'00"W parallel with the East line of said SE 1/4 of SE 1/4, a distance of 974.00 feet to the POINT OF BEGINNING of this description, (this point being described as "BEGINNING 910 feet West and 974 feet North of the Southeast corner of said SE 1/4 of SE 1/4", per Official Records Book 2136, Page 29), thence run S89°58'20"W 52.25 feet to a point on a curve concave Northwesterly (radial line bearing = N32°11'31"W) and having a radius of 30.83 feet, thence Northeasterly along the arc of said curve, through a central angle of 55°54'41", an arc distance of 30.09 feet (Chord Bearing = N29°51'23"E and Chord Distance = 28.91 feet) to the Point of Tangency, thence N01°53'48"E 59.42 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 152.70 feet, thence Northeasterly along the arc of said curve, through a central angle of 19°44'28", an arc distance of 52.61 feet (Chord Bearing = N11°46'01"E and Chord Distance = 52.35 feet) to the Point of Tangency, thence N21°38'16"E 19.52 feet, thence S77°52'58"E 18.21 feet, thence S00°05'00"E 150.00 feet to the POINT OF BEGINNING. The described property contains 5235 square feet/0.1202 acres.

Douglas K. Hunt
Prepared by: DOUGLAS K. HUNT
Professional Surveyor and Mapper
Florida Certificate No. 2480

DATE: May 3, 2011

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

EXHIBIT 4

DESCRIPTION SKETCH

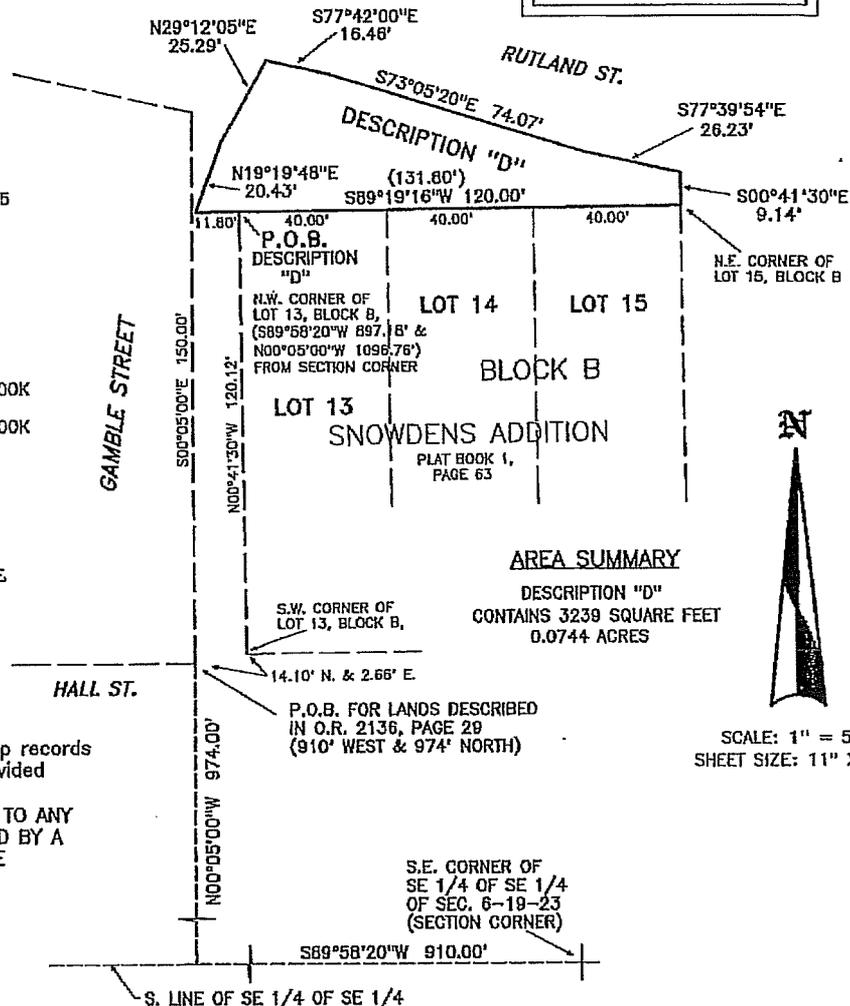
SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
WILDWOOD - SUMTER COUNTY, FLORIDA

Prepared for:
SUMTER COUNTY, FLORIDA

NOT A SURVEY

LANDS DESCRIBED IN
B-2136, P-29
TAX PARCEL NO. 608-065
(227 HALL STREET)
(SUMTER COUNTY)

- LEGEND**
- P.O.B. = POINT OF BEGINNING
 - SEC. = SECTION
 - O.R. = OFFICIAL RECORDS BOOK
 - (D) = DEED CALL
 - B = OFFICIAL RECORDS BOOK
 - P = PAGE
 - R. = RADIUS
 - C.A. = CENTRAL ANGLE
 - L. = ARC LENGTH
 - C.B. = CHORD BEARING
 - C.A. = CHORD DISTANCE
 - P.T. = POINT OF TANGENCY
 - P.C. = POINT OF CURVATURE



AREA SUMMARY

DESCRIPTION "D"
CONTAINS 3239 SQUARE FEET
0.0744 ACRES



SCALE: 1" = 50'
SHEET SIZE: 11" X 17"

NOTES:

1. Description based on ownership records and divisional instructions provided by client.
2. THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A CURRENT, FULL AND ACCURATE TITLE SEARCH.

DESCRIPTION "D":

That portion of the SE 1/4 of the SE 1/4 of Section 6, Township 19 South, Range 23 East, Sumter County, Florida, described as follows: BEGIN at the Northwest corner of Lot 13, Block B, SNOWDENS ADDITION, a subdivision according to the plat thereof recorded in Plat Book 1, Page 63, Public Records of Sumter County, Florida, (said point being S89°58'20"W 897.18 feet and N00°05'00"W 1096.76 feet from the Southeast corner of said SE 1/4 of SE 1/4) from said POINT OF BEGINNING run S89°19'16"W 11.80 feet, thence N19°19'48"E 20.43 feet, thence N29°12'05"E 25.29 feet, thence S77°42'00"E 16.46 feet, thence S73°05'20"E 74.07 feet, thence S77°39'54"E 26.23 feet, thence S00°41'30"E 9.14 feet to the Northeast corner of Lot 15, Block B of aforesaid SNOWDENS ADDITION, thence S89°19'16"W 120.00 feet to the POINT OF BEGINNING. The described property contains 3239 square feet/0.0744 acres.

Prepared by: DOUGLAS K. HUNT
Professional Surveyor and Mapper
Florida Certificate No. 2480

CF WILDSTA
SF WILD-D
CLIENT FILE

DATE: May 5, 2011

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station: Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

EXHIBIT 5

DESCRIPTION SKETCH

SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
WILDWOOD - SUMTER COUNTY, FLORIDA

Prepared for:
SUMTER COUNTY, FLORIDA

NOT A SURVEY

N

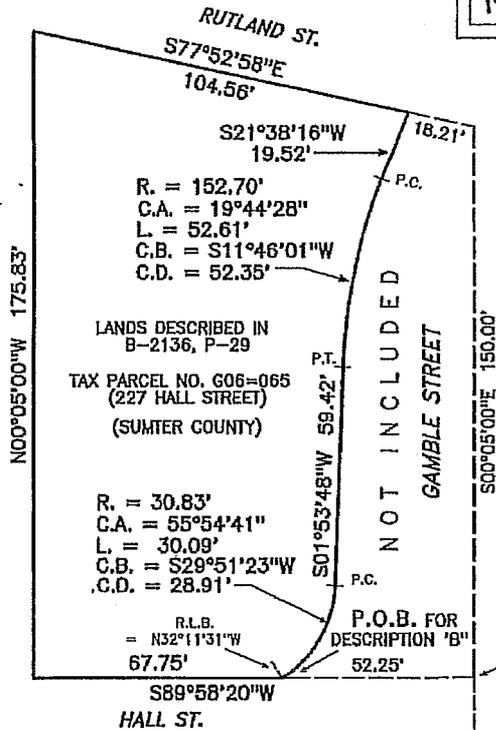


SCALE: 1" = 50'
SHEET SIZE: 11" X 17"

AREA SUMMARY

DESCRIPTION "B"
CONTAINS 14,315 SQUARE FEET
0.3286 ACRES

CF \ WILDSTA
SF \ WILD-C
CLIENT FILE



LEGEND

P.O.B.	=	POINT OF BEGINNING
SEC.	=	SECTION
O.R.	=	OFFICIAL RECORDS BOOK
(D)	=	DEED CALL
B	=	OFFICIAL RECORDS BOOK
P	=	PAGE
R.	=	RADIUS
C.A.	=	CENTRAL ANGLE
L	=	ARC LENGTH
C.B.	=	CHORD BEARING
C.A.	=	CHORD DISTANCE
P.T.	=	POINT OF TANGENCY
P.O.	=	POINT OF CURVATURE
R.L.B.	=	RADIAL LINE BEARING

NOTES:

1. Description based on ownership records and divisional instructions provided by client.
2. THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A CURRENT, FULL AND ACCURATE TITLE SEARCH AND BY A CURRENTLY DATED BOUNDARY SURVEY.

DESCRIPTION "B":

That portion of the SE 1/4 of the SE 1/4 of Section 6, Township 19 South, Range 23 East, Sumter County, Florida, described as follows: Commence at the Southeast corner of said SE 1/4 of SE 1/4, thence run S89°58'20"W along the South line of said SE 1/4 of SE 1/4, a distance of 910.00 feet, thence N00°05'00"W parallel with the East line of said SE 1/4 of SE 1/4, a distance of 974.00 feet (this point being described as "BEGINNING 910 feet West and 974 feet North of the Southeast corner of said SE 1/4 of SE 1/4, per Official Records Book 2136, Page 29), thence run S89°58'20"W 52.25 feet to the POINT OF BEGINNING of this description, from said point continue S89°58'20"W 67.75 feet, thence N00°05'00"W 175.83 feet, thence S77°52'58"E 104.56 feet, thence S21°38'16"W 19.52 feet to the Point of Curvature of a curve concave Southeasterly and having a radius of 152.70 feet, thence Southwesterly along the arc of said curve, through a central angle of 19°44'28", an arc distance of 52.61 feet (Chord Bearing = S11°46'01"W and Chord Distance = 52.35 feet) to the Point of Tangency, thence S01°53'48"W 59.42 feet to the Point of Curvature of a curve concave Northwesterly and having a radius of 30.83 feet, thence Southwesterly along the arc of said curve through a central angle of 55°54'41", an arc distance of 30.09 feet (Chord Bearing = S29°51'23"W and Chord Distance = 28.91 feet) to the POINT OF BEGINNING.

The described property contains 14,315 square feet/0.3286 acres.

Prepared by: DOUGLAS K. HUNT
Professional Surveyor and Mapper
Florida Certificate No. 2480

DATE: May 4, 2011

PLAT BOOK F-50 PAGE 5406

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

EXHIBIT 6

DESCRIPTION SKETCH

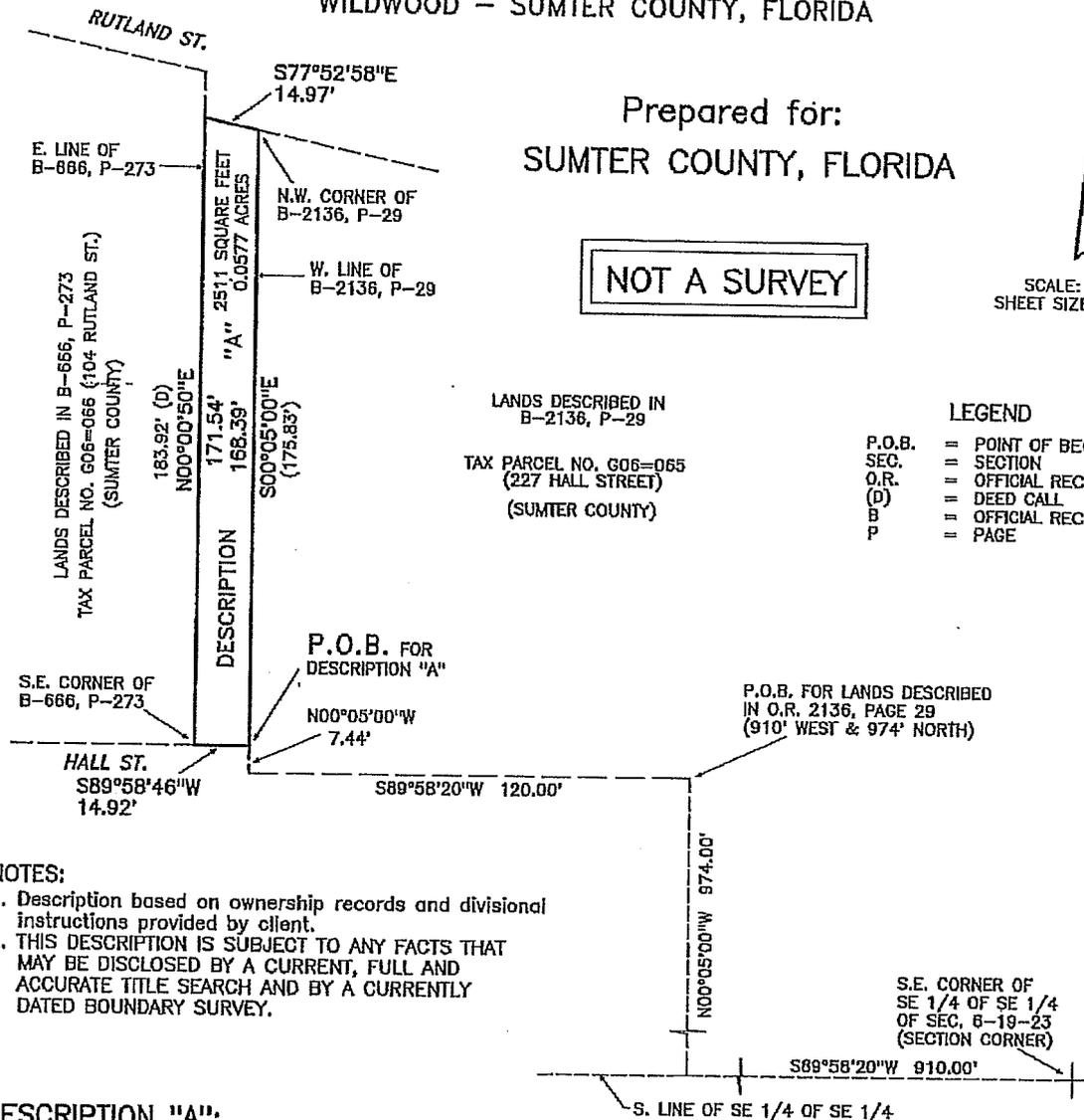
SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST,
WILDWOOD - SUMTER COUNTY, FLORIDA

Prepared for:
SUMTER COUNTY, FLORIDA

NOT A SURVEY



SCALE: 1" = 50'
SHEET SIZE: 11" X 17"



LANDS DESCRIBED IN
B-2136, P-29
TAX PARCEL NO. G06-066
(227 HALL STREET)
(SUMTER COUNTY)

LEGEND
P.O.B. = POINT OF BEGINNING
SEC. = SECTION
O.R. = OFFICIAL RECORDS BOOK
(D) = DEED CALL
B = OFFICIAL RECORDS BOOK
P = PAGE

NOTES:

1. Description based on ownership records and divisional instructions provided by client.
2. THIS DESCRIPTION IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A CURRENT, FULL AND ACCURATE TITLE SEARCH AND BY A CURRENTLY DATED BOUNDARY SURVEY.

DESCRIPTION "A":

That portion of the SE 1/4 of the SE 1/4 of Section 6, Township 19 South, Range 23 East, Sumter County, Florida, described as follows: Commence at the Southeast corner of said SE 1/4 of SE 1/4, thence run S89°58'20"W along the South line of said SE 1/4 of SE 1/4, a distance of 910.00 feet, thence N00°05'00"W parallel with the East line of said SE 1/4 of SE 1/4, a distance of 974.00 feet (this point being described as "BEGINNING 910 feet West and 974 feet North of the Southeast corner of said SE 1/4 of SE 1/4, per Official Records Book 2136, Page 29), thence run S89°58'20"W 120.00 feet, thence N00°05'00"W 7.44 feet to the POINT OF BEGINNING of this description, from said point run S89°58'46"W 14.92 feet to a found 5/8 inch rebar number 3522 at the Southeast corner of lands described in Official Records Book 666, Page 273, Public Records of Sumter County, Florida, thence N00°00'50"E along the East line of said lands a distance of 171.54 feet, thence S77°52'58"E 14.97 feet, to the Northwest corner of lands described in Official Records Book 2136, Page 29, Public Records of Sumter County, Florida, thence S00°05'00"E along the West line of said lands, a distance of 168.39 feet to the POINT OF BEGINNING.

The described property contains 2511 square feet/0.0577 acres.

Prepared by: DOUGLAS K. HUNT
Professional Surveyor and Mapper
Florida Certificate No. 2480

CF\WILDSTA
SF\WILD-A
CLIENT FILE

DATE: May 3, 2011

PLAT BOOK F-50 PAGE 5406

3. NEW BUSINESS-ACTION REQUIRED. 9. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station. Quit Claim Deeds: and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

TOTAL CONSIDERATION=\$0.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

JERRI A. BLAIR, P.A.
Post Office Box 130
Tavares, FL 32778
(352) 343-3755

Parcel I.D. #: G06=065 AND G06=066

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUIT CLAIM DEED

This Quit Claim Deed made this ____ day of _____, 2011, by and between **The City of Wildwood**, a municipality of the State of Florida whose mailing address is 100 N. Main Street, Wildwood, Florida 34785 hereinafter **“Grantor;”** and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 910 N. Main Street, Bushnell, FL 33513, hereinafter **“Grantee.”**

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee’s heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying, and being in **Sumter County, Florida** to-wit:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SE ¼ OF SE 1/4 , THENCE RUN S89°58’20”W ALONG THE SOUTH LINE OF SAID SE ¼ OF SE 1/4 , A DISTANCE OF 910.00 FEET, THENCE N00°05’00”W PARALLEL WITH THE EAST LINE OF SAID SE ¼ OF SE ¼, A DISTANCE OF 974.00 FEET (THIS POINT BEING DESCRIBED AS “BEGINNING 910 FEET WEST AND 974 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SE ¼ OF SE ¼, PER OFFICIAL RECORDS BOOK 2136, PAGE 29), THENCE RUN S89°58’20”W 120.00 FEET, THENCE N00°05’00”W 7.44 FEET TO POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT RUN S89°58’46”W 14.92 FEET TO A FOUND 5/8 INCH REBAR NUMBER 3522 AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 666, PAGE 273, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE N00°00’50”E ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/Action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

171.54 FEET, THENCE S77°52'58"E 14.97 FEET, TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 29, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE S00°05'00"E ALONG THE WEST LINE OF SAID LANDS A DISTANCE OF 168.39 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PROPERTY CONTAINS 2511 SQUARE FEET/0.0577 ACRES.

This document is prepared without benefit of title exam, title insurance, or opinion.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantors, either in law or in equity, for the use, benefit and profit of the said Grantee forever, provided that Grantee maintains the property as a fire station. Failure to maintain the property as a fire station shall result in the reversion of the property to Grantee.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the chair of said board, the day and year aforesaid.

ATTEST:

THE CITY OF WILDWOOD, a
Municipality of the State of Florida

CITY CLERK

By: ED WOLF, Mayor

3. NEW BUSINESS-ACTION REQUIRED. 9. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

3. NEW BUSINESS-ACTION REQUIRED. g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

STATE OF FLORIDA)
COUNTY OF SUMTER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ed Wolf, Mayor of The City of Wildwood, and _____, as City Clerk, who is personally known to me or who produced _____ as identification and who did/did not take an oath on and he/she acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed on _____ day of September 2009.

(SEAL)

Notary Public

Notary Name Printed
My Commission Expires:

TOTAL CONSIDERATION=\$0.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

JERRI A. BLAIR, P.A.
Post Office Box 130
Tavares, FL 32778
(352) 343-3755

Parcel I.D. #:G06=065 AND G06=066

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

QUIT CLAIM DEED

This Quit Claim Deed made this ____ day of _____, 2011, by and between **The City of Wildwood**, a municipality of the State of Florida whose mailing address is 100 N. Main Street, Wildwood, Florida 34785 hereinfater **“Grantor;”** and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 910 N. Main Street, Bushnell, FL 33513, hereinafter **“Grantee.”**

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee’s heirs and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following described land, situate, lying, and being in **Sumter County, Florida** to-wit:

THAT PORTION OF THE SE ¼ OF THE SE ¼ OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SE ¼ OF SE ¼, THENCE RUN S89°58’20”W ALONG THE SOUTH LINE OF SAID SE ¼ OF SE ¼, A DISTANCE OF 910.00 FEET, THENCE N00°05’00”W PARALLEL WITH THE EAST LINE OF SAID SE ¼ OF SE ¼, A DISTANCE OF 974.00 FEET (THIS POINT BEING DESCRIBED AS “BEGINNING 910 FEET WEST AND 974 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SE ¼ OF SE ¼, PER OFFICIAL RECORDS BOOK 2136, PAGE 29), THENCE RUN S89°58’20”W 52.25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT CONTINUE S89°58’20”W 67.75 FEET, THENCE N00°05’00”W 7.44 FEET, THENCE S89°58’46”W 14.92 FEET TO A FOUND 5/8” REBAR #3522 AT THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 666, PAGE 273, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, THENCE N00°00’50”E ALONG THE EAST LINE OF SAID LANDS A DISTANCE OF 171.54 FEET, THENCE S77°52’58”E 119.53

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

FEET, THENCE S21°38'16"W 19.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 152.70 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°44'28", AN ARC DISTANCE OF 52.61 FEET (CHORD BEARING = S11°46'01"W AND CHORD DISTANCE = 52.35) TO THE POINT OF TANGENCY, THENCE S01°53'48"W 59.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.83 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°54'41", AN ARC DISTANCE OF 30.09 FEET (CHORD BEARING = S29°51'23"W AND CHORD DISTANCE = 28.91 FEET) TO THE POINT OF BEGINNING.

THE DESCRIBED PROPERTY CONTAINS 16,826 SQUARE FEET/0.3863 ACRES.

This document is prepared without benefit of title exam, title insurance, or opinion.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of Grantors, either in law or in equity, for the use, benefit and profit of the said Grantee forever, provided that Grantee maintains the property as a fire station. Failure to maintain the property as a fire station shall result in the reversion of the property to Grantee.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the chair of said board, the day and year aforesaid.

ATTEST:

THE CITY OF WILDWOOD, a
Municipality of the State of Florida

CITY CLERK

By: ED WOLF, Mayor

3. NEW BUSINESS-ACTION REQUIRED. g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

STATE OF FLORIDA)
COUNTY OF SUMTER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ed Wolf, Mayor of The City of Wildwood, and _____, as City Clerk, who is personally known to me or who produced _____ as identification and who did/did not take an oath on and he/she acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed on ____ day of September 2009.

(SEAL)

Notary Public

Notary Name Printed
My Commission Expires:

3. NEW BUSINESS-ACTION REQUIRED 9. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

This Instrument Prepared By
and Return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
P. O. Box 130
Tavares, FL 32778

Property Appraisers Parcel (Folio)
Identification Number(s): G06=065

Grantee(s) S.S. #(s):

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the City of Wildwood, Florida, a Florida Municipal Corporation, for valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the Sumter County, a political subdivision of the State of Florida, whose permanent post office address is 910 N. Main Street, Bushnell, FL 33513, its successors and assignees, all of the rights and privileges the City of Wildwood has for a perpetual storm water storage easement, upon and across the following described land in Sumter County, Florida, as shown on the attached description sketch and described to wit:

THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 13, BLOCK B, SNOWDENS ADDITION, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 63, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, (SAID POINT BEING S89°58'20"W 897.18 FEET AND N00°05'00"W 1096.76 FEET FROM THE SOUTHEAST CORNER OF SAID SE 1/4 OF SE 1/4) FROM SAID POINT OF BEGINNING RUN S89°19'16"W 11.80 FEET, THENCE N19°19'48"E 20.43 FEET, THENCE N29°12'05"E 25.29 FEET, THENCE S77°42'00"E 16.46 FEET, THENCE S73°05'20"E 74.07 FEET, THENCE S77°39'54"E 26.23 FEET, THENCE S00°41'30"E 9.14 FEET TO THE NORTHEAST CORNER OF LOT 15, BLOCK B OF AFORESAID SNOWDENS ADDITION, THENCE S89°19'16"W 120.00 FEET TO THE POINT OF BEGINNING.

THE DESCRIBED PROPERTY CONTAINS 3239 SQUARE FEET/0.0744 ACRES.

This document is prepared without benefit of title exam, title insurance, or opinion.

This easement shall include the right to do all things necessary or convenient for the enjoyment or use thereof for the purposes of storm water storage. Said easement shall be extinguished and whatever rights the City of Wildwood has shall revert back to grantee if property is no longer used for storm water storage.

3. NEW BUSINESS-ACTION REQUIRED g. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station; Quit Claim Deeds; and Easements from the City to Sumter County providing for the perpetual storm water storage upon and across certain described property

IN WITNESS WHEREOF, the Grantor has hereunto fixed his/her hand and seal this ____ day of _____, 2011.

Signed, sealed and delivered in our presence:

CITY OF WILDWOOD

Ed Wolf, Mayor

(Print or Type Witness Name)

(Print or Type Witness Name)

ATTEST: _____

Joseph Jacobs, Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by Mayor Ed Wolf, City of Wildwood, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

3. NEW BUSINESS-ACTION REQUIRED. 9. General Items for Discussion (1) Discussion/action requested reference the proposed property swap and MOU (Memorandum of Understanding) for the downtown Wildwood Fire Station, Quit Claim Deeds, and Easements from the City to Sunter County providing for the perpetual storm water storage upon and across certain described property

This Instrument Prepared By
and Return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
P. O. Box 130
Tavares, FL 32778

Property Appraisers Parcel (Folio)
Identification Number(s): G06=065 and G06=066

Grantee(s) S.S. #(s):

EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the City of Wildwood, Florida, a Florida Municipal Corporation, for valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to the Sumter County, a political subdivision of the State of Florida, whose permanent post office address is 910 N. Main Street, Bushnell, FL 33513, its successors and assignees, all of the rights and privileges the City of Wildwood has for a perpetual storm water storage easement, upon and across the following described land in Sumter County, Florida, as shown on the attached descriptive sketch, described to wit:

THAT PORTION OF THE SE 1/4 OF THE SE 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID SE 1/4 OF SE 1/4, THENCE RUN S89°58'20"W ALONG THE SOUTH LINE OF SAID SE 1/4 OF SE 1/4, A DISTANCE OF 910.00 FEET, THENCE N00°05'00"W PARALLEL WITH THE EAST LINE OF SAID SE 1/4 OF SE 1/4, A DISTANCE OF 974.00 FEET (THIS POINT BEING DESCRIBED AS "BEGINNING 910 FEET WEST AND 974 FEET NORTH OF SOUTHEAST CORNER OF SAID SE 1/4 OF SE 1/4, PER OFFICIAL RECORDS BOOK 2136, PAGE 29), THENCE RUN S89°58'20"W 52.25 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT CONTINUE S89°58'20"W 67.75 FEET, THENCE N00°05'00"W 175.83 FEET, THENCE S77°52'58"E 104.56 FEET, THENCE S21°38'16"W 19.52 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 152.70 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°44'28", AN ARC DISTANCE OF 52.61 FEET (CHORD BEARING = S11°46'01"W AND CHORD DISTANCE = 52.35 FEET) TO THE POINT OF TANGENCY, THENCE S01°53'48"W 59.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 30.83 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°54'41", AN ARC DISTANCE OF 30.09 FEET (CHORD BEARING = S29°51'23"W AND CHORD DISTANCE = 28.91 FEET) TO THE POINT OF BEGINNING.

THE DESCRIBED PROPERTY CONTAINS 14,315 SQUARE FEET/0.3286 ACRES.

This document is prepared without benefit of title exam, title insurance, or opinion.

This easement shall include the right to do all things necessary or convenient for the enjoyment or use thereof for the purposes of storm water storage. Said easement shall be extinguished and whatever rights the City of Wildwood had shall revert back to grantee if property is no longer used for storm water storage.

IN WITNESS WHEREOF, the Grantor has hereunto fixed his/her hand and seal this ____ day of _____, 2011.

Signed, sealed and delivered in our presence:

CITY OF WILDWOOD

(Print or Type Witness Name)

Ed Wolf, Mayor

(Print or Type Witness Name)

ATTEST: _____
Joseph Jacobs, Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011 by Mayor Ed Wolf, City of Wildwood, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public

Development Services recommends **maintaining parks and recreation concurrency** for the following reasons:

- 1) Pursuant to the ISBA with the County, the City is responsible for providing active recreation needs; and
- 2) The concurrency requirement strengthens the nexus needed to impose the parks and recreation impact fee.

There is a stipulation within the Community Planning Act that states in order for a local government to maintain school concurrency, jurisdictions that represent 80% or more of the total county population must maintain school concurrency. Unincorporated Sumter County represents 87% of the total County population. With the direction taken by the BOCC, the City has no choice but to **eliminate school concurrency**.

The City is still required to maintain concurrency on potable water, sanitary sewer, solid waste and stormwater facilities.

Elimination of concurrency on any of the three optional facilities will require amendments to the comprehensive plan. The amendments can be facilitated through the next amendment cycle.

Thank you.

Melanie Peavy
Development Services Director

CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Turkey Run – 3rd Addendum to Developer's Agreement

REQUESTED ACTION: Approval of 3rd Addendum to Agreement

Work Session (Report Only)
 Regular Meeting

DATE OF MEETING: 8/22/11
 Special Meeting

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

Vendor/Entity: _____
Termination Date: _____

BUDGET IMPACT: _____

Annual
 Capital
 N/A

FUNDING SOURCE: _____
EXPENDITURE ACCOUNT: _____

HISTORY/FACTS/ISSUES:

As a result of improvements to C-462, proposed improvements to C-466A and updates to the City's Land Development Regulations, staff is recommending Commission approval of a 3rd addendum to the Turkey Run Developer's Agreement.

Changes to the agreement include clarification of utility services, roadways, design district and sidewalks.

Turkey Run is an approved Planned Unit Development, located on the corner of C-462 and C-466A, containing a mix of uses. Staff is currently reviewing a proposed Independent Living Facility as part of the development.

Melanie Peavy
Development Services Director

3RD ADDENDUM TO DEVELOPER'S AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND TURKEY RUN, LLC

This agreement , effective this _____ day of _____, 2011, made and entered into by and between the City of wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Turkey Run, LLC, its successors or assigns (hereinafter called "Developer"), is an addendum to that developer's agreement between the City of Wildwood and Turkey Run, LLC dated July 12, 2006; the 2nd addendum to the developer's agreement, dated July 15, 2008 and Ordinance 616, dated November 10, 2008.

WITNESSETH:

The original developer's agreement, 2nd addendum to developer's agreement and Ordinance #616 are hereby amended as follows:

1. The attachment to Ordinance #616, labeled Exhibit "A" is amended and superseded by Exhibit "A" attached hereto.
2. The City of Wildwood shall be the sole provider of water, wastewater and reuse services.

The force main connection point will be on the eastern property line at or near the main entrance on CR 462. The reuse main connection point will be on the eastern property line at or near the main entrance on CR 462. The initial potable water connection point will be at the main entrance on CR 466A. An additional potable water connection will be provided by the City at or near the main entrance on CR462, at a later date. The Developer shall provide for a looped connection between the connection point at CR 462 and the connection point at CR 466A.

The Developer shall construct a master lift station sized to accommodate additional capacity beyond the requirements of the Turkey Run project to City standards including telemetry. After inspection and acceptance, the City will maintain the lift station.

The Developer shall design and construct to City standards, the gravity sewer system mains that will be within the 52' public roadway design. After inspection and acceptance, the City agrees to maintain the gravity sewer system as part of the 52' right-of-way.

Upon inspection and acceptance, the City agrees to maintain the potable system that will be within the 52' public roadway as well as the main reuse transmission line within the 52' public roadway.

The City is currently evaluating the need for the construction of utilities on that portion of the 52' public roadway. Final determination will be made at such time as the developer begins design of the 52' right-of-way.

3. The Developer shall design and construct to City standards a two lane roadway within a 52' right-of-way from a point agreed to by the City and Sumter County on C-462, west to the southwest corner of the proposed independent living facility to provide for interconnection to the adjoining property.

The Developer shall construct 5ft sidewalks, on each side of the road, within the aforementioned road right-of-way.

Upon inspection and acceptance of the completed roadway segment, the City shall maintain the road and sidewalks within the 52' right-of-way.

The north/south reliever road is no longer required or a component of this project.

4. The entire commercial area shall be designated as "neighborhood" for design standards purposes. Therefore, a 5ft side walk along C-466A and C-462 shall be constructed by the Developer as appropriate phases develop. Sidewalks along C-466A and C-462 shall be owned and maintained by the property owner/developer.

Should Sumter County commence construction of the improvements of C-466A prior to the project , developer would not be required to construct the sidewalk along C-466A as it would be included in the widening project. In this case, Developer would still be responsible for buffer and landscaping requirements.

5. Except for any portion of the agreement amended by this third addendum, the remainder of the developer's agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

Signed, sealed and delivered

in the presence of:

CITY OF WILDWOOD

BY: _____

ATTEST:

Mayor Ed Wolf

Joseph Jacobs, City Clerk

Turkey Run, LLC

By: _____

It's: _____

WITNESS

_____ DATE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by Ed Wolf, Mayor of the City of Wildwood, who has produced _____ as identification or is personally known to me.

Notary Public, State of Florida

Commission #

My Commission Expires:

State of _____

County of _____

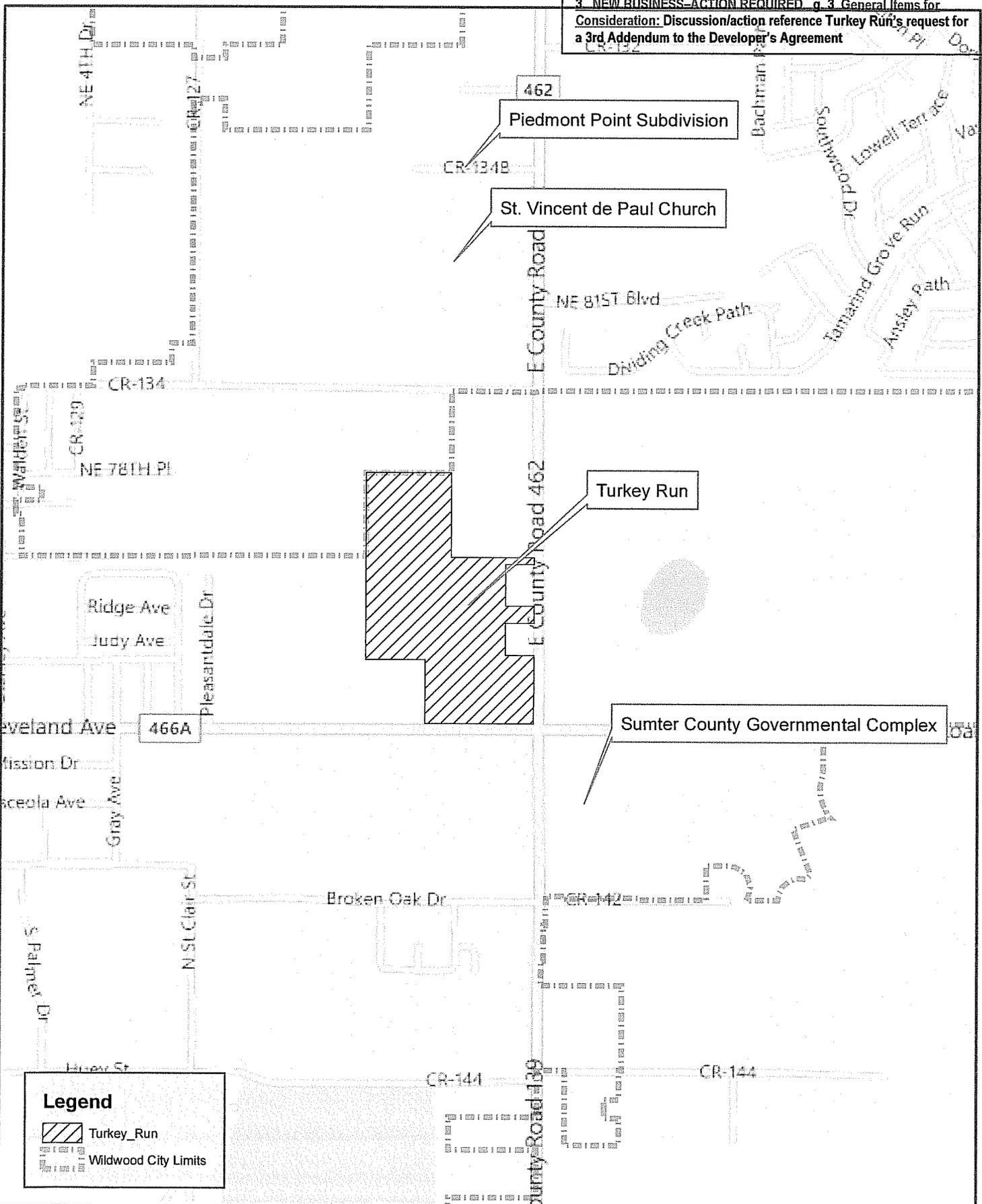
The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, of Turkey Run, LLC, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____

Commission #

My Commission Expires:

3. NEW BUSINESS ACTION REQUIRED. g. 3 General Items for Consideration: Discussion/action reference Turkey Run's request for a 3rd Addendum to the Developer's Agreement



Legend

- Turkey_Run
- Wildwood City Limits



1 inch = 1,000 feet

City of Wildwood, Florida
Turkey Run



CITY COMMISSION OF THE CITY OF WILDWOOD

EXECUTIVE SUMMARY

SUBJECT: Homes in Partnership/Fifth Street – 2nd Addendum to Developer's Agreement

REQUESTED ACTION: Approval of 2nd Addendum to Developer's Agreement

Work Session (Report Only) **DATE OF MEETING:** 8/22/11
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: _____ Termination Date: _____
Managing Division / Dept: _____

BUDGET IMPACT: _____

Annual **FUNDING SOURCE:** _____
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Due to safety issues, minor changes to the Homes in Partnership/Fifth Street Project are proposed in the attached addendum.

Changes include required location of sidewalks and installation of a crosswalk.

Staff recommends approval of the 2nd Addendum to the Developer's Agreement.

Melanie Peavy
Development Services Director

This instrument prepared by and
after recording return to:

Jerri A. Blair
JERRI A. BLAIR, P.A.
P.O. 130
Tavares, FL 32778
(352) 343-3755

**SECOND ADDENDUM TO DEVELOPER'S AGREEMENT BETWEEN
THE CITY OF WILDWOOD, FLORIDA AND
HOMES IN PARTNERSHIP**

This agreement, effective this _____ day of _____, 2011, made and entered into by and between the City of Wildwood, Florida, a Florida municipal corporation (hereinafter called "City"), and Homes in Partnership, its successors or assigns (hereinafter called "Developer"), is an addendum to that certain developers agreement between the City of Wildwood and Homes In Partnership which was approved by the City Commission on August 11, 2008 at the regular Commission meeting, (hereinafter "the developer's agreement"), and which applies to development of the property owned by Developer identified in Exhibit "A" attached hereto. The parties agree as follows:

WITNESSETH:

1. Developer will not be required to install sidewalks along the front of the north retention area.
2. Developer shall install a sidewalk of a minimum of 4 feet wide in front of and on the side of all lots developed by Developer. The sidewalk shall be extended to the south point of the north retention area.
3. Developer shall provide a crosswalk from the south point of the north retention area to the east side of 5th Street to connect with the development's sidewalk system.
4. All other provisions of the developer's agreement and addendum to developer's agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be

executed on the day and year indicated below:

Signed, sealed and delivered
in the presence of:

CITY OF WILDWOOD

]

ATTEST:

BY: _____
Mayor Ed Wolf

Joseph Jacobs, City Clerk

Homes in Partnership

WITNESS

BY: _____

Its: _____

DATE: _____

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by Ed Wolf, Mayor of the City of Wildwood, who has produced _____ as identification or is personally known to me.

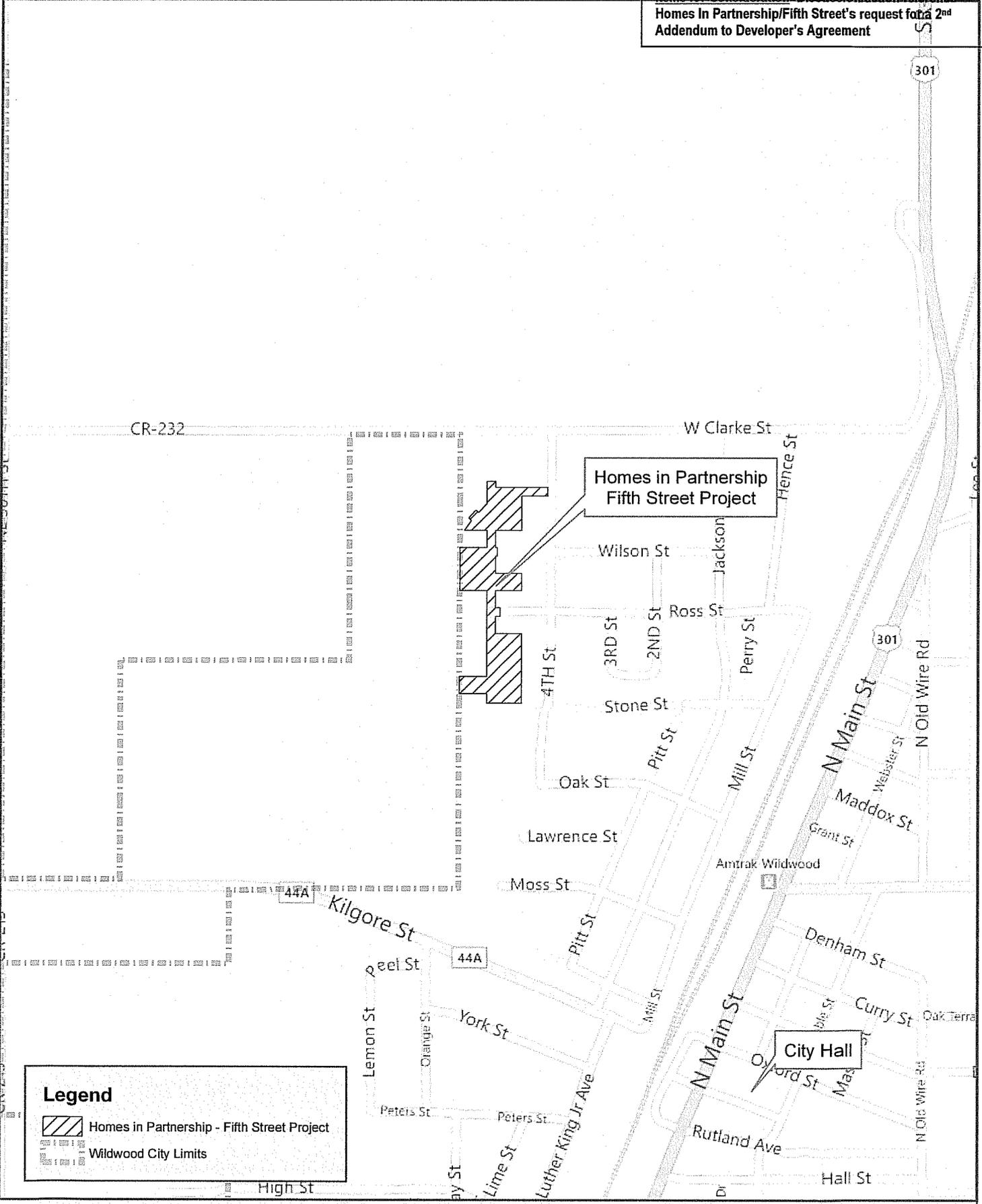
Notary Public, State of Florida

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by _____, of Homes In Partnership, who has produced _____ as identification or is personally known to me.

Notary Public, State of _____

Commission #
My Commission Expires:



Legend

-  Homes in Partnership - Fifth Street Project
-  Wildwood City Limits



1 inch = 750 feet

**City of Wildwood, Florida
Homes in Partnership - Fifth Street Project**



3. NEW BUSINESS-ACTION REQUIRED g. 5 General Items for Consideration Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew"; and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft



FLORIDA DEPARTMENT of CORRECTIONS

COPY

Governor RICK SCOTT

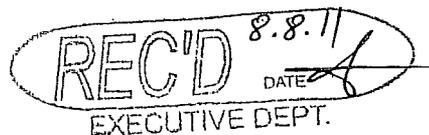
Secretary EDWIN G. BUSS

An Equal Opportunity Employer

501 South Calhoun Street • Tallahassee, FL 32399-2500

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

August 2, 2011



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

Public Works Crew

RE: WS574 – City of Wildwood

Dear Mr. Kornegay:

Contract WS574 between the Department of Corrections and the City of Wildwood will expire on January 19, 012. Accordingly, I am attaching a draft Contract and a revised Addendum A for your review as well as a Contract Expiration Notice (CEN) relative to the replacement of this contract.

Please review the draft Contract and Addendum A, and print and complete the CEN and return it to my attention no later than Friday, August 26, 2011.

If you have any questions, please feel free to contact me at (850) 717-3966.

Sincerely,

Emily M. Phelps
Correctional Services Consultant

/emp
Attachments

3. NEW BUSINESS ACTION REQUIRED - g. 5 General Items for Consideration Review of the
Draft contract (WS574) from FDOC for the public works department "work crew"; and, request
Applicable to the FDOC in this Original Contract for renewal based on the information provided
in this draft.

DEPARTMENT OF CORRECTIONS
BUREAU OF PROGRAMS & SUPPORT
CONTRACT EXPIRATION NOTIFICATION

DATE: August 2, 2011
TO: Gene Kornegay, City of Wildwood Public Works Director
FROM: Emily Phelps, Correctional Services Consultant
RE: Contract WS574: Sumter CI – City of Wildwood
Work Squads of 1 Correctional Officer and 10 Inmates each
Expires: January 19, 2012

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

Please indicate your preference:

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

CONTRACTOR PERFORMANCE

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

1. Did the Work Squad provide services (according to the entire scope of service) outlined in the above-referenced contract:
- a. were necessary reports provided in the required timeframe? Yes No N/A
 - b. were invoices submitted in the required timeframe? Yes No N/A
 - c. were services delivered in accordance with the terms & conditions? Yes No

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

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

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

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

SIGNED: Gene Kornegay (Date) 8/17/11
Agency Representative

If you have any questions, please contact Emily Phelps at (850) 717-3966.

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:

*Emily Phelps, Bureau of Institutional Support
501 South Calhoun Street
Tallahassee, Florida 32399-2500*

DATE: August 2, 2011
TO: Gene Kornegay, City of Wildwood Public Works Director
FROM: Emily Phelps, Correctional Services Consultant
RE: Contract WS574: Sumter CI – City of Wildwood
 Work Squads of 1 Correctional Officer and 10 Inmates each
 Expires: January 19, 2012

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

Please indicate your preference:

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

CONTRACTOR PERFORMANCE

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

1. Did the Work Squad provide services (according to the entire scope of service) outlined in the above-referenced contract:
 - a. were necessary reports provided in the required timeframe? Yes No N/A
 - b. were invoices submitted in the required timeframe? Yes No N/A
 - c. were services delivered in accordance with the terms & conditions? Yes No

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

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

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

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

SIGNED: _____ (Date)
 Agency Representative

If you have any questions, please contact Emily Phelps at (850) 717-3966.

PLEASE RETURN THIS FORM AS SOON AS POSSIBLE TO:

Emily Phelps, Bureau of Institutional Support
501 South Calhoun Street
Tallahassee, Florida 32399-2500

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF WILDWOOD

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

WITNESSETH

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

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

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

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

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall begin on January 20, 2012 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or January 19, 2013, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

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

II. SCOPE OF CONTRACT

A. Administrative Functions

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

B. Description of Services

1. Responsibilities of the Department

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

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

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

2. Responsibilities of the Agency

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

3. Communications Equipment

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

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

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

a. Vehicle Mounted Radios:

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

b. Hand Held Radios:

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

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the

cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

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

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

III. COMPENSATION

A. Payment to the Department

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

B. Official Payee

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

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

C. Submission of Invoice(s)

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

Joseph Jacobs, City Clerk
City of Wildwood
100 North Main Street
Wildwood, Florida 34785
Telephone: (352) 330-1330 ext. 102
Fax: (352) 330-1338
Email: Jacobs-wildwood@cfl.rr.com

IV. **CONTRACT MANAGEMENT**

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

A. Department's Contract Manager

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

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

B. Department's Contract Administrator

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

Chief, Bureau of Procurement and Supply

Florida Department of Corrections

Mailing Address:

501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700
Fax: (850) 488-7189

Physical Address:

4070 Esplanade Way
Tallahassee, Florida 32399-2500

C. Agency's Representative

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

Gene Kornegay **(PLEASE VERIFY AGENCY INFORMATION)**
City of Wildwood, Public Works
410 Grey Street
Wildwood, Florida 34785
Telephone: (352) 330-1341

D. Changes to Designees

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

V. **CONTRACT MODIFICATIONS**

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

VI. **TERMINATION/CANCELLATION**

Termination at Will

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

VII. **CONDITIONS**

A. Records

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

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

B. Annual Appropriation

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

C. Disputes

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

D. Force Majeure

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

E. Severability

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

F. Verbal Instructions

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

G. No Third Party Beneficiaries

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

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

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

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

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

AGENCY: CITY OF WILDWOOD

SIGNED **DRAFT – DO NOT SIGN**
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

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

SIGNED
BY: _____

SIGNED
BY: _____

NAME: **Edwin G. Buss**

NAME: **Jennifer A. Parker**

TITLE: **Secretary
Department of Corrections**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

DATE: _____

**Revised Addendum A
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WSXXX Effective January 20, 2012**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

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

	# Officer: Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 399.00	\$ 399.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 1,642.00	\$ 1,642.00
Technology Fee		\$ 462.00	\$ 462.00
TOTAL - To Be Billed By Contract To Agency		\$ 58,896.00	\$ 57,254.00
		\$ 1,679.00	\$ 1,537.00

LAST YEAR'S
\$ 52,729.
1,128.
121.
398.
200.
400.
350.
1500.
391.
\$ 55,717.

*Cost limited to first year of contract as this is not a recurring personnel/position cost
** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

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

	Number Squads	Total Annual Cost
	1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency		\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

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

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

3. NEW BUSINESS-ACTION REQUIRED a. 5 General Items for Consideration Review of the "Draft" contract (MS574) from FDOC for the public works department "work crew", and, request approval to have FDOC submit an original Contract for renewal based on the information provided in this draft

**Revised Addendum A
 Inmate Work Squad Detail of Costs for City of Wildwood
 Interagency Contract Number WSXXX Effective January 20, 2012**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

		Per Unit Cost	Number of Units
Hand Held Radio	MACOM	\$4833.00	
Vehicle Mounted Radio	MACOM	\$5119.00	
TOTAL Operating Capital To Be Advanced By Agency			

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -			
\$ -			
\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

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

Total Cost
\$0.00
\$0.00

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

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

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

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

\$58,004.00

VIII. OVERTIME COSTS:

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

LAST YEAR
 \$ 55,717
 750
 \$ 56,467.

INCREASE
 \$ 1,500

3. NEW BUSINESS-ACTION REQUIRED
 4.5 General Items for Consideration
 Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew", and, request approval to have FDOC submit an original contract for renewal based on the information provided in this draft

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Wildwood
Interagency Contract Number WSXXX Effective January 20, 2012

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

3. NEW BUSINESS ACTION REQUIRED a. 5 General Items for Consideration Review of the "Draft" contract (WS574) from FDOC for the public works department "work crew"; and, request approval to have the FDOC submit an original Contract for renewal based on the information provided in this draft