

9. **CONSENT AGENDA**

- a. **RESOLUTION 05-086 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2005-033 AND PROVIDING AN EFFECTIVE DATE.** (to transfer the \$20,000 originally budgeted in the Fiscal Year 2005 General Fund as a Reserve for the 1st Year's Debt Service on the Recreation Center Capital Project to the Recreation Center Capital Project Fund for the purpose of budgeting \$20,000 for the design of the alternate recreation center as directed by Council at their 05-17-05 meeting.)



Woodroffe Corporation Architects

May 10, 2005

Ms. Helene Phillips
City of Sanibel
City Hall, 800 Dunlop Road
Sanibel, Florida 33957

Re: **City of Sanibel New Community/Recreational Center
Plan Review / Modified Concepts
WCA Project No. 0303**

Dear Helene:

Pursuant to your request, we are pleased to submit our proposal to further assist the City of Sanibel in the review of the Recreation/Community Center Complex and the effort to review alternative concepts that modify the current plan by reducing various areas and simplifying the pool complex. The goal of this effort is to find alternative concepts that provide a reduced construction cost, while maintaining the basic needs of the community.

Based on the above, we would recommend an allowance fee, to be billed on an hourly basis, to develop various concepts. We propose an allowance fee of \$20,000 for this effort, billed at our contractual hourly rates as follows:

Project Director / Manager	\$120/hour
Project Architect	\$ 68/hour
Project Engineer	\$ 75/hour
Graduate Architect / Engineer	\$ 54/hour
CADD Operator / Technical	\$ 48/hour
Administrative	\$ 36/hour

We are available to meet with you at any time to assist in this endeavor. Please call me if you should have any questions.

Sincerely,

WOODROFFE CORPORATION ARCHITECTS


Enrique A. Woodroffe, FAIA
President

EAW/wr

9. **CONSENT AGENDA**

- e. **RESOLUTION 05-087 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2005-034 AND PROVIDING AN EFFECTIVE DATE.** (to appropriate \$23,425 from the General Fund Building Permit revenues (which have been collected in excess of the budgeted amount due to Hurricane Charley and the resulting increase in permit issuance) and the Planning Department Sign permit fees to the Building and Planning Departments, Professional Services line-item on a pro-rata basis to fund the update of the User Fee study for the Building and Planning department's fee structures)

PLEASE FIND THE SCOPE OF SERVICES FROM TINDALE-OLIVER AND ASSOCIATES.

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CITY OF SANIBEL

SCOPE OF SERVICES

**UPDATE OF PLANNING AND BUILDING DEPARTMENT USERS FEES AND
IMPLEMENTATION SUPPORT FOR THE CITY OF SANIBEL**

INTRODUCTION

Tindale-Oliver & Associates prepared the User Fee Study and assisted the City of Sanibel in the successful implementation of updated user fees in July of 2002. Since that time, costs of providing governmental services have increased. In particular, the City desires to now review and update its building permitting and development review fees.

Tindale-Oliver and Associates will draw on its experience both as past Public Administrators and governmental employees, and as consultants to complete this work assignment. We have found that our key to success in studies of this type is communications and the ability to work with government staff. We have successfully accomplished this on well over 100 similar consulting engagements during the last sixteen years. Additionally, members of our staff have worked as Budget Analysts for government and have developed governmental management systems. This experience allows us to quickly understand your Financial Management Systems and the governmental services that you provide to the public.

This work effort will be accomplished in four work tasks

- Data Collection;
- Analysis and Development of Fee Recommendations;
- Final Report
- Implementation Support, Meetings and Presentations

Below is the work effort describing the above tasks.

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SCOPE OF SERVICES

Task 1 – Data Collection

The Consultant will provide a list of items required prior to the initiation of interviews with City of Sanibel personnel. At a minimum, the following items will be required:

- ❑ Operating and Capital Budgets for the last 5 years;
- ❑ Current Operating and Capital Budget;
- ❑ Proposed Operating and Capital Budget;
- ❑ City Organization Chart, and Detail Charts for the Building and Development Review departments, hereafter referred to as the involved departments;
- ❑ Copies of Current Financial Reports, expenses and revenues, for the involved departments;
- ❑ Historical and current information concerning the number of units of service provided by the involved departments (i.e., number of site plans reviewed, number of building permits issued, number of zoning cases, number of inspections, etc.) and the estimated staff hours and average hourly rate by department for each of the services;
- ❑ Mission statements, brochures or other narrative describing the public services provided by the involved departments;
- ❑ Copies of any prior studies relating to cost allocation of the cost of Central Services to various funds and departments; and
- ❑ Copies of any internal analyses, memorandums, and reports relating to the costs to provide City services for the involved departments.
- ❑ Copies and any public budget committee recommendations made in the last 3 years, including 2005, as appropriate.

The Consultant will review the materials received from the City of Sanibel prior to conducting on-site interviews. Questions arising from this review will be discussed with the involved departments during the interview process.

The Consultant will spend two days on-site to conduct interviews with the involved departments and Senior City Staff outside of the involved departments. A project kickoff meeting will start the two days on-site. The purpose of the kickoff meeting will be to review and discuss the scope of services with all parties, identify project contacts for all departments and confirm/finalize the interview schedule.

The Consultant will conduct on-site interviews with selected management, supervisory and line personal, as necessary, of the involved departments in order to verify the public services provided, current charges for these services, planned changes to the existing services provided, planned new services, and to determine an estimated time and process flow of these services. The estimated time to provide these services will be reviewed from the last study and updated accordingly based on the on-site interviews. The time for any new services will be estimated based on discussions with the involved parties. These interviews will be summarized, as appropriate.

The Consultant will also conduct on-site interviews (during the two days on-site) with Senior City Staff, including the City Manager, Finance Director and other Senior City Staff as appropriate. The purpose of these interviews will be to discuss and issues concerning the User Fee Update Study and to confirm the direction the Consultant is taking in developing recommendations for the User Fees. These interviews will be summarized, as appropriate.

Task 2 – Analysis and Development of Fee Recommendations

The analysis and development of fee recommendations includes the following five step process:

- Allocation of central services costs to user departments;
- Develop estimate of total costs by department and service area;
- Develop estimate of total revenues by department and service area;
- Compare costs to revenues by department and service area;
- Develop recommended system of potential user fees;

Each of these steps are discussed below.

Results of the City's most current Indirect Cost Allocation Study will be used to update the allocation of central service costs to the budgets of the involved departments. This information will then be used to allocate the costs of central services to the involved departments and the services they provide to the public.

The estimated costs for each involved department will be documented. These costs will include not only labor, supervision, management, administration, operating, maintenance, and capital costs, but also the costs of central services and other costs that may be accounted for in other funds, but not included in the allocation of central services or the involved departments budget. Such costs may include debt service, interest payments, depreciation and pension fund expenses. The total cost to provide the services of the involved departments will be documented. Once the total costs of each involved department are

documented, they will be allocated to the specific services provided to the public on a unit cost basis. This will be accomplished based on information provided by the City concerning the number of units of work accomplished per year for each of the services provided to the public.

In a similar manner, the current and historical revenues collected by the City for the services provided by the involved departments will be reviewed and documented. These revenues will be allocated down to the specific service areas for each involved department, as practical and necessary.

An analysis will be completed of costs and revenues of the involved departments and their service areas. Both costs and revenues will be allocated down to each service area. This analysis will document the net of expenses and revenues associated with the service areas for each involved department.

Based on the above analysis, the Consultant will develop a series of potential user fees for the service areas of the involved departments. These fees will be developed based on the current volume of services provided by City for each service area. Estimates of potential revenue generation will be developed based on historical volumes of the services provided for each of the service areas, and recent and projected trends associated with permits required for new development and the users of the services.

Task 3 – Document Recommendations in Final Report and Prepare Presentation

The Consultant will prepare a Final Report summarizing the work activities of Tasks 1 and 2. Additionally, the Final Report will include a table that summarizes the potential fee recommendations. This table will include the following information:

- Description of the Fee;
- Responsible Department;
- Direct and Indirect Costs;
- Potential Fee Schedule;
- Projected Revenues, under current and potential rates; and
- Implementation Strategies.

The Consultant will be available to answer any questions that City staff and management may have concerning the Final Report. Based on written comments received from the City, the Consultant will make minor changes to the Final Report and forward a revised Final Report to the City.

Based on the Final Report, the Consultant will develop a PowerPoint presentation to be used to brief council members and at public workshops and hearings.

Task 4 – Project Schedule, Implementation Support, Meetings and Presentations

Assuming that the Consultant receives Notice to Proceed by June 1st, the following schedule will be followed for conference calls, meetings, workshops, presentations and study deliverables:

- Data needs memo to City by June 2nd
- Kick-off Meeting and department interviews, with all data being provided to consultant at or before the interviews (2 days on-site, June 9th and 10th)
- One conference call during analysis phase and to answer any questions the consultant has (by June 22th)
- Draft Report to City (by June 27th)
- One on one council meetings and city review meeting (1 ½ days on-site, June 29th and 30th)
- Final Report and Draft Ordinance (July 7th)
- One public workshop (week of July 11th, July 18th or other date as selected by the City Project Manager)
- One public hearing (week of July 18th, July 25th or other date as selected by the City Project Manager)

Based on direction received from the City Administration and council briefings, the Consultant will modify the current ordinance with the updated user fee recommendations. The Final Report and Draft Ordinance will be provided to the City by July 7th.

Based on direction received from public workshop, the consultant will make minor changes to the Draft Ordinance and Final Report. These changes will be provided to the City five working days following the public workshop. Note, that if changes are significant, the consultant will need more time and an increase in the budget and the schedule will likely have to be made.

BUDGET

Major Task Description	Budget
Task 1 – Data Collection	\$2,049.00
Task 2 – Analysis and Development of Fee Recommendations	\$6,592.00
Task 3 – Document Recommendations in Final Report and Prepare Presentation	\$2,375.00
Task 4 – Project Schedule, Implementation Support, Meetings and Presentations	\$11,386.00
Expenses	\$1,022.40
Total Cost	\$23,424.40

← 6370 BUDG \$14,760
 37% PLAN \$ 8,664

Invoices will be prepared monthly. Invoices will be prepared based on percent complete of the authorized tasks. Expenses will be billed at cost, consistent with City of Sanibel reimbursement policies. Appropriate documentation will be provided with all expenses requests.

ADDITIONAL SERVICES AND HOURLY RATES

In the performance of this work effort, other services, not included in the above work effort, may be requested by the City of Sanibel. Such services may include, but not be limited to, development and analysis of additional program areas where user fees are desired, additional meetings and presentations, legal support services to respond to questions concerning proposed fees and general management support concerning the fee implementation process. We will respond to any request for service from the City of Sanibel. Such response to a request for service will be in writing and the fees for such services will be based on the following Schedule of Hourly Rates.

TINDALE OLIVER AND ASSOCIATES SCHEDULE OF HOURLY RATES		
RATE CATEGORY	STAFF ASSIGNMENT	HOURLY RATE
PRINCIPAL-IN-CHARGE/PROJECT MANAGER	Bob Wallace, P.E., AICP	\$160.00
SENIOR PLANNER (CERTIFIED)	Various Staff	\$110.00
PLANNER	Various Staff	\$72.00
TECHNICIAN	Various Staff	\$50.00
ADMINISTRATIVE/CLERICAL	Various Staff	\$45.00
ATTORNEY	Tyson Smith, White Smith, LLC	\$165.00

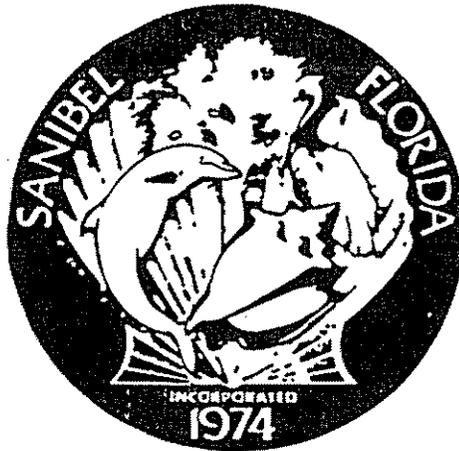
10. **OLD BUSINESS**

- a. Council consideration of the protest letter filed by Waste Services of Florida, Inc., dated April 29, 2005

PLEASE FIND ATTACHED THE ORIGINAL SPECIFICATIONS DATED DECEMBER 2004 AND THE SUBSEQUENT SPECIFICATIONS DATED APRIL 07, 2005 ALONG WITH THE 2005 PROPOSALS.

CITY OF SANIBEL

SPECIFICATIONS FOR
COLLECTION AND DELIVERY OF
RESIDENTIAL AND COMMERCIAL SOLID WASTE,
RECYCLING AND HORTICULTURE MATERIALS



December 2004

Prepared by:
City of Sanibel
Department of Public Works
750 Dunlop Road
Sanibel, Florida
33957

CITY OF SANIBEL

REQUEST FOR PROPOSALS
COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL
SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

ARTICLE I – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** The Contractor shall collect material from City of Sanibel households and commercial establishments, and deliver those materials to a designated site or sites. The Contractor shall have the right to collect and deliver at a minimum all horticultural, recycling, and solid waste, except infectious waste, hazardous waste, biohazardous waste, biological waste and sludge, from all residential dwelling, and all solid waste from commercial properties within the City limits.
2. **GENERAL:** This Request for Proposal (RFP) is issued by the City of Sanibel, Florida to obtain the services of a firm with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid wastes, horticultural, and recycling materials. The City of Sanibel has a permanent population of approximately 6,300 residents, and a seasonal population of approximately 18,000. Fiscal year 2003 figures indicated the City generated approximately 10,000 tons of non-hazardous solid waste, 1,000 tons of recyclables, and 2,500 tons of horticultural waste.

This RFP is issued to provide potential Contractors with information, guidelines and rules to prepare and submit a Proposal. The submittal must satisfy the criteria established in the RFP to qualify for evaluation.

The City of Sanibel reserves the right to: 1) waive any informalities in the selection process; 2) accept or reject any or all proposals in part or in whole, with or without cause; 3) request additional information if appropriate; 4) limit and determine the actual contract services to be included in a final proposed contract; 5) reject all submittals if found by the City Council not to be in the best interest of the City; and 6) select a firm based on factors other than lowest cost.

3. **COMMENCEMENT OF WORK:** The work outlined in the specifications shall commence immediately upon receipt of a Notice to Proceed from the City. The City is seeking to negotiate a contract and franchise agreement with the selected firm and to have that firm begin collection and delivery services on October 1, 2005.
4. **TERM:**
 - 4.1. It is anticipated that the Contract will be in effect from the date of acceptance by the City until September 30, 2010.
 - 4.2. The City reserves the right to either negotiate an extension of the Agreement or allow it to terminate on the termination date as specified in the Agreement
 - 4.3. An intent to extend or terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period, but not more than eighteen (18) months prior to such expiration. The City is under no obligation to renew the Franchise Agreement.
5. **DEFINITION OF TERMS:**

To the extent applicable, all definitions contained in Section 403.703, Florida Statutes, shall constitute the definitions contained in this document. If any conflict appears in the definitions contained in this document and Sec. 403.703 F.S., Sec 403.703 F.S shall apply.

- 5.1 Agreement – Shall mean the franchise agreement to be executed by the City and the awarded Contractor.
- 5.2 Authorized Representative – Any representative of the City designated as the City Authorized Representative for the purposes of this agreement, either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 5.3 Bulky Waste – Any solid waste that requires additional management due to such bulk or weight and weighs greater than fifty (50) pounds and includes but is not limited to tires, furniture such as sofas and mattresses, and similar waste that can be placed in garbage truck hoppers and disposed in the Lee County Resource Recovery Facility.
- 5.4 Can or Garbage Receptacle – Any steel, plastic, aluminum, or galvanized receptacle or refuse bin of not more than thirty-five (35) gallons in size and shall be of the design that allows for easy lifting. These receptacles should have tight fitting lids. Plastic bags of heavy mil construction are also considered garbage receptacles. Receptacles pertain to residential or commercial use.
- 5.5 City – City of Sanibel, Florida
- 5.6 Commercial Collection Service – Service to include, but not limited to, commercial property including all hotels, motels, parks containing trailers and recreation vehicles, commercial (wholesale/retail), and institutional enterprises of all types. Commercial properties shall be all properties other than those listed in paragraph 5.27 below, including multifamily commercial service.
- 5.6.1 Multifamily Commercial Service shall mean service to residential dwelling or condominia consisting of 5 or more units where a commercial Can or Container is suitable. These units shall be billed their required solid waste collection fee by the Contractor, and shall have recycling, horticultural and special pick-up services available to them, whether mandatory or voluntary.
- 5.7 Commercial Trash – Any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, tires, and all other accumulations not included within the definition of garbage, and shall be included in the uniform level of service, if properly prepared in a manner consistent with the present level of service.
- 5.8 Construction and Demolition Waste – Waste materials generally considered being not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, resulting from the construction or demolition of a structure or from the renovation of a structure. Mixing of construction and demolition debris with other types of solid waste, including material, which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition waste.
- 5.9 Container – Any detachable container designed or intended to be mechanically dumped into a packer type garbage truck used by contractors and varying in size. Such container is to be maintained so as to be leak proof and rodent resistant.
- 5.10 Contractor – The person, firm, corporation, organization or agency authorized by Franchise Agreement with the City to provide collection services.
- 5.11 Curb Service – Shall mean a refuse pick-up made adjacent to the curb or street line.
- 5.12 Customer – All persons, corporations, partnerships, or other entities owning residential units or owning or renting commercial property within a benefit unit that is within a contractor's service

area and all other persons subscribing to the garbage and waste services as provided by the Contractor.

- 5.13 Extraordinary Waste – Shall include items which are not part of the normal Solid Waste stream and which require extraordinary management and include by are not limited to abandoned automobiles and boats, waste oil, sludge, septic tank pumpage, land clearing debris and tree trunks greater than fifty (50) pounds.
- 5.14 Garbage – Shall mean animal, fruit and vegetable waste, either along or in combination with the other putrescible matter resulting from the handling, storage, sale, preparation, cooking, servicing or consumption of foods, which are subject to decomposition or decay. These wastes and the containers in which such items are packaged shall be contained to prevent the generation of noxious gases and odors, the breeding of flies and other insects and the feeding of rodents.
- 5.15 Hazardous Waste – Waste that the inherently dangerous in handling and disposal. These wastes include toxic chemicals, solvents, acids, bases, flammable wastes and explosives. Also included are all hazardous substance enumerated in United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767.
- 5.16 Holiday – Shall mean Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day or those days approved the City for the contractor.
- 5.17 Horticulture Waste, Vegetative Waste, Garden Trash or Yard Waste - Solid waste that is an accumulation of lawn grass, or shrubbery cuttings, wood clippings and dry leaf rakings, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards that does not exceed four feet in length or four inches in diameter. This does not include large branches, trees, or bulky and non-containerized material not susceptible to normal loading and collection in packer type sanitation equipment used for regular connection from domestic households. Bundled limbs and tree trunk from tree trimmings not exceeding four feet in length and four inches in diameter may be placed at the curbside for residential pick-up. (Length limitation does not apply to palm fronds).
- 5.18 Industrial Waste – Any non-hazardous solid waste accumulations of metal, metal products, minerals, chemicals, rocks, building rubble, cement, asphalt, tar, oil, grease, crockery, rubber, rubber tires, bottle, cans, lumber, sawdust, waste from animal packing or slaughter houses and other materials which may be created by an industrial, construction, or manufacturing operation.
- 5.19 Multiple Dwelling Units – Any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings containing over four (4) living units are classified as commercial accounts unless service of a different nature is approved by the City Manager or his/her designee.
- 5.20 Proposer – Any person, firm, corporation, organization or agency submitting proposals for the work proposed or his duly authorized representative.
- 5.21 Rear Yard/Backdoor - Any physical location for the placement of refuse accumulations intended for residential service collection and disposal on the customer's property that is not "curbside".
- 5.22 Recoverable Materials – Any material, which can be collected from customers and processed by a recycling facility for resale and effective reuse of the material.
- 5.23 Recycling Materials or Recyclables – Any material to be collected by the Contractor for the purposes of recycling at a City approved and identified recycling facility. Recycling materials include but shall not be limited to: newspaper, glass containers, aluminum cans and foil, steel cans, plastic, cardboard, magazines, phone books, Kraft bags or others as they may be identified by the City.

- 5.24 Refrigerant White Goods – Large, metal household appliances, which contain or may release refrigerants, including but not limited to refrigerators, freezers, air-conditioners, dehumidifiers, etc.
- 5.25 Refuse – Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials.
- 5.26 Refuge Regulations – Regulations and ordinances prescribed by the City of Sanibel together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this agreement.
- 5.27 Residential Collection Service – The refuse collection service provided to persons occupying residential dwelling units with the designated area, who are not receiving commercial service.
- 5.28 Sludge – Any solid or semi-solid or liquid generated from any water or waste water treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or any such waste having similar characteristics or effect.
- 5.29 Solid Waste – Solid waste means any garbage, rubbish, industrial waste, horticultural waste, extraordinary waste or other semi-solid material resulting from domestic, commercial, industrial, agricultural, or governmental operations including refuse and special waste, excluding hazardous waste, sludge, asphalt, tar, oil and grease, and excluding any hazardous substance as set forth in 40 CFR Part 261.
- 5.30 Solid Waste Disposal Facility – Any solid waste management facility, which is the final destination for solid waste.
- 5.31 Special Service – Any collection or disposal service provided which exceeds the uniform level of service provided under commercial or residential service systems and for which a special charge is applied.
- 5.32 Uniform Level of Service – Any and all garbage and trash, either commercial or residential, which conforms to the preparation and storage requirements of the Agreement.
- 5.33 Unsanitary Nuisance – The commission of any act or the keeping, maintaining, propagation, existence or the permission of anything by an individual, municipally, organization, corporation, or other legal entity by which health or life may be threatened or impaired or by which directly or indirectly disease may be caused. The following conditions defined as nuisances injurious to health include: treated and improperly treated human waste, garbage, offal, dead animals or dangerous waste materials from manufacturing processes harmful to human or animal life and are pollutant gases and noisome odors which are harmful to health, or to human and animal life: also the creation, maintenance or causing of any condition capable of breeding flies, mosquitoes, or other arthropods and rodents capable of physical harm and transmitting diseases directly or indirectly to humans.
- 5.34 White Goods – Includes discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other small domestic and commercial large appliances.
6. INTERPRETATIONS: All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Proposal deadline; Failure to do so, on the part of the Proposer, WILL CONSTITUTE AN ACCEPTANCE BY THE PROPOSER of any subsequent decision.

All questions about the meaning or intent of this document shall be submitted to the City in writing to the attention of the Public Works Director at least ten (10) days prior to the proposal deadline. Replies will be prepared by the City for issuance by the City. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP documents. Questions received less than ten days prior to the date for opening of proposals will not be answered. Only questions answered by formal written

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

7. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed in the convicted list.

8. **DEFAULT:**

8.1 **Default by Contractor:** The following circumstances shall constitute Default on the part of the Contractor:

- a) The contractor has failed or refused to comply with, or by act or omission has violated, any material term of condition of the Agreement. The Contractor persistently fails to comply with any term of conditions of the Agreement except where such failure or violation is a result of circumstance beyond the Contractor's control to through excusable neglect, and if curable, has been cured prior to the public hearing required by Section 9. For the purpose of this section, financial reasons alone shall not be considered a circumstance beyond the Contractor's control;
- b) Failure of the Contractor to pay amounts owed to the City within thirty (30) days following the date they become due and owing;
- c) The Contractor has made an assignment of this Franchise for the benefit of creditors without the consent of the City;
- d) (i) The Contractor's or the Guarantor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instructed by or against the Contractor or the Guarantor under the laws of any jurisdiction, which proceedings has not been dismissed within sixty (60) days, or (iii) any action or answer by the Contractor or the Guarantor approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Contractor or the guarantor which shall substantially interfere with its performance hereunder; provided, however, that with respect to the Contractor only under this Section 8.1 (c), a Default on the part of the Contractor under this Section 8.1 (c) shall not be deemed to have occurred primarily by a Default on the part of the City under Section 8.2 (b) or default of the Guarantor under the Guarantee.

8.2 **Default by City:** The following circumstances shall constitute Default on the part of the City:

- a) Persistent and repeated failure of the City to perform timely any agreed obligation except the failure of the City to pay amounts owed to the Contractor within thirty (30) days following the time they become due and payable;
- b) (i) The City's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instituted by or against the City under the laws or any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (iii) any action or answer by the City approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the City which shall substantially interfere with the Contractor's performance.

8.3 Default Notices: Neither Party may exercise its termination rights pursuant to Section 9, as applicable, unless and until such Party shall have given the other Party written notice of its failure or refusal to perform pursuant to, as applicable, Section 8.1 (a) or (b) or 8.2(a). If a Default specified in a required Notice of Default is cured within thirty (30) days after such notice, no Default shall occur pursuant to such notice. The occurrence of a Default specified in Sections 8.1 (c) or (d) and 8.2 (b) shall not require any notice.

9. PROCEDURE FOR TERMINATION: The Franchise Agreement may be terminated in accordance with the following procedures:

- a) The City Manager shall notify the Contractor in writing of alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such other greater amount of time as the City Manager may specify, to correct such violation or to present facts and argument in refutation of the alleged violation.
- b) If the City Manager then concludes that there is a basis for termination, the Contractor shall be notified thereof.
- c) If, within the designated time, the Contractor does not remedy and/or stop the alleged violation, or present reasonable and satisfactory evidence that the alleged violation did not occur or occurred for reasons beyond the Contractor's control, the City Council, after a public hearing on thirty (30) days notice, may direct the termination of the franchise, if it determines that such action is warranted.

9.1 Termination for Labor Unrest: If personnel employed by the Contractor and performing services pursuant to the Contractor's obligations under the Agreement shall go on a labor strike or slowdown, or is a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contractor from performing its material obligations under the Agreement, the City may, in its sole discretion, by notice to the Contractor, terminate this Agreement immediately.

9.2 Termination by Law: If the franchise or the City's direction of Solid Waste under the Agreement becomes unenforceable, then the City or the Contractor may terminate the Agreement immediately. In the event of such termination neither the City nor the Contractor shall have any legal or equitable remedy against the other for such termination except to the extent provided in Section 9.3, except when the Contractor violates the above agreement Section 9.3 shall apply on a City termination.

9.3 Remedies: If the Contractor terminates the Agreement pursuant to Section 8.2, the Contractor shall have the right to seek legal and equitable remedies provided by law for such Default.

If the City shall terminate the Agreement pursuant to Sections 8.1 or 9.1, the City shall have the right to seek legal and equitable remedies provided law for such Default and termination right, respectively, and the City shall have the right to call the Performance Bond or Letter of Credit and shall be free to negotiate with other contractors or any other person or company for the service of the Franchise Area.

ARTICLE II – QUALIFICATION REQUIREMENTS

1. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at the Sanibel City Hall (McKenzie Hall), 800 Dunlop Road, Sanibel, FL 33957 at 1:30 PM on Friday, January 7, 2005. Prospective proposers are required to attend the pre-proposal conference. Any proposer that does not attend shall be considered non-responsive and shall be unqualified to submit a proposal for this project.
2. **COPIES OF REQUEST FOR PROPOSALS:** A copy of the RFP may be obtained from the Department of Public Works at 750 Dunlop Road, Sanibel, Florida 33957
3. **SUBMITTAL OF PROPOSAL:** Firms shall submit an original and five (5) copies of the proposal. Proposals must be submitted by the date and time indicated on the attached Legal Notice (Exhibit A) **PROPOSALS NOT SUBMITTED BY THAT TIME WILL BE REJECTED.** The time as indicated in the clock in the Department of public works meeting room is considered the official time. Faxed or e-mailed submittals will not be accepted.

Proposals shall not be valid unless sealed in a single envelope or box marked:

PROPOSAL FOR FRANCHISE COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING, AND HORTICULTURAL MATERIALS

By mail, courier or delivered in person to the Sanibel Department of Public Works, 750 Dunlop Road, Sanibel, Florida 33957, Attn: Public Works Director Gates D. Castle

Upon submission, all proposals become the property of the City of Sanibel and are subject to public records law.

3.1 The Statement of Qualifications:

The Statement of Qualifications will be used by the City as part of the overall review of the submitted proposal. The Statement of Qualifications shall include:

- 3.1.1 A Proposal Bond or certified check or cashier's check shall be included, payable to the City of Sanibel in the dollar amount of \$100,000.00 as a guarantee to enter into and complete the Performance Bond in the amount of \$1,000,000.00 within the fifteen (15) calendar days from date of written Notice of Award. Proposer must provide a Letter of Commitment from a State of Florida licensed bonding company to provide a Performance Bond for service as a proposal. The Letter of Commitment must specifically accept the Performance Bond language stipulated by the City of Sanibel in this proposal.
- 3.1.2 The \$100,000.00 Proposal Security will be retained until Proposer has executed a Contract, whereupon the Proposal Security will be returned. The Proposal Security of other Proposers whom the city believes to have a reasonable chance of receiving the award may be retained by the City until the effective date of the Agreement, whereupon Proposal Securities furnished by such Proposers will be returned. Proposal Securities with proposals, which are not being considered, will be returned with ten (10) calendar days after the proposal opening.
- 3.1.3 An acknowledgment of receipt of any Addenda.

3.2 The Price Proposal:

The Price Proposal shall include:

- 3.2.1 A Proposal Form

3.2.2 Price Template

3.3 Any written proposals, correspondence and all records pursuant to this RFP shall be opened and made public in compliance with Florida Law.

4. **QUALIFICATION AND SELECTION PROCESS:** The City will consider qualifications and price proposals and select a potential Contractor with which it may execute an Agreement. It is the City's intent to award this contract to the Proposer who, in the sole opinion of the City, best satisfies the City's interests.

4.1 Qualification Process:

4.1.1 The City will receive all qualified proposals in response to this RFP.

4.1.2 Proposals shall be reviewed by City staff members. Staff will determine and prepare a "shortlist" of the highest ranked proposals based on the documentation submitted. The short-listing of Proposers shall be based on the staff's ability to differentiate qualifications applicable to the scope and nature of the services required by this request. Any Proposer found non-responsive and/or not meeting qualifications shall have their proposal returned.

4.1.3 Staff will base its recommendations principally on documents provided with the proposal. However, staff reserves the right to make additional inquires, interview some or all proposers, make site visits or any other action it deems necessary to fairly evaluate all proposers.

4.1.4 Staff may request that each short-listed firm make a presentation and be available for an interview. (All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the Proposer). After presentations and interviews have been completed, the Proposers shall be rank by City Staff.

5. **ENFORCEMENT:** The City will strictly enforce all of the provisions of the resulting franchise agreement including penalty clauses for any performance problems. Franchisee shall not be allowed rate increases on the basis that their proposal rate was too low. Non-performance of franchise agreements or a request for a rate increase, either of which are attributed to the Franchisee accepting the franchise award at an insufficient rate shall result in termination of all residential and commercial collection services.

6. **QUALIFICATION REQUIREMENTS:**

To qualify for consideration, a Proposer must meet collection, delivery, customer service experience and financial requirements as outlined in the following sections:

6.1 **Experience Requirements:** Proposers shall demonstrate experience in the collection and delivery of residential and commercial horticultural, solid waste and recycling materials. The Proposer shall demonstrate the following as a minimum:

- a) Five (5) years or more experience in collection and delivery of residential and commercial horticultural, solid waste, and recycling materials with similar to or larger service areas than the City of Sanibel's franchised area. The legal description of the City of Sanibel is outlined in Exhibit B.
- b) Proposer shall have a successful record of experience with at least three (3) solid waste collection and delivery contracts of the least three (3) years duration. Each contract shall have service area greater than a combination of 15,000 single-family homes, multi-family units (mobile homes, condominiums, apartments, etc.) and commercial units for collection and delivery. This record must show the names of local governments, description of the project, dates of service and a contact person and telephone number.

- c) List five (5) reference of persons with knowledge of your contract performance with a local government.
 - 1. All reference contacts are to be available to discuss the services of your firm for their local government. If the contact person is not available within two workdays, the City may disqualify the submitted reference.
 - 2. All reference shall be local government employees in the field of Solid Waste.
 - 3. All references shall be for governmental entities and areas (city, county, township, etc.) servicing more than 15,000 customers.
- d) Proposer shall show that they have or can acquire operational and maintenance facilities within Lee County, Florida.
- e) Proposer shall describe existing fleet equipment proposed for use in the franchised service area that has the capability to collect (a) garbage; (b) yard waste; (c) recyclables and (d) special pick-ups.
- f) Proposer shall briefly describe existing recycling fleet and proposed recycling equipment for collection of recyclables from curbside for the service area. Clearly describe the types of recyclable materials being collected and delivered.
- g) Proposer shall name two local governments serviced by the Proposer where the recyclables are collected at curbside and the materials are delivered to a Recycling Facility.
- h) Proposer shall describe the customer billing and payment collection methods used for residential and commercial costumers for at least two contracts within the last five (5) years. Discuss specifically methods used to reduce delinquent payments.
- i) Proposer shall describe the customer service methods used for at least two contracts within the last five (5) years. Describe how customer complaints are dealt with.

6.2 Financial and Personnel Requirement: Properly certify all statements by the appropriate officer attesting to the accuracy and credibility of all financial information submitted. **No Proposer or franchise holder may own or have a financial interest in more than ten percent (10%) of any other bidder or franchise holder whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other business entity.**

- a) Submit an Annual Audited Certified Financial Statement or equivalent audited statement for the operation for the past two years, including a revenue/income statement.
- b) Show proof of the organization's ability to provide the required insurance for liability and property damage and Performance Payment Bond for \$1,000,000.00 (written statements and letters from insurance and bonding companies license in the State of Florida) for the franchised bid area. An Irrevocable Letter of Credit will be considered in lieu of a Performance and Payment Bond.
- c) If any surety of bonding company has ever been required to perform upon a default associated with your operation, name the surety or bonding company, date, amount of bond, and the circumstances of the default.
- d) Submit copies of the signature page of current active contracts with a similar scope with at least two entities. Discuss any contracts or agreements over \$100,000.00 in value that have been canceled or voided in the past ten years. Describe the circumstances of the canceled contract(s) and identify the city, county, township, etc., and provide a contact person in the position of senior level management fully aware of these circumstances.
- e) Provide a list of pending and resolved claims or lawsuits over \$1,000,000.00 filed against the corporation or its officers or principals, or the municipality in the past five (5) years related to

collection, delivery or disposal of solid wastes and recyclables. Provide a synopsis of the circumstances and the resolutions.

- f) Describe the corporate organization. Identify the involvement and legal relationship, as well as, the controlling or directing entity with respect to any parents, subsidiaries, partners, or joint ventures. Identify the Guarantor of the proposed contract.
- g) Submit an organizational chart demonstrating the Contractors management and supervisory staff to be assigned to the proposed franchise area. Provide a resume of key staff personnel to be assigned within Sanibel.
- h) Describe any changes in the mode of conducting business, bankruptcy proceedings, or mergers or acquisitions that may have occurred in the past five years.

6.3 Format of Qualifications Requirements: The following is to be submitted with Proposal:

- a) Letter of Intent
- b) The Proposer shall submit an Executive Summary, which does not exceed three pages.
- c) The Proposer shall submit their qualifications demonstrating compliance with Section 6 above. Qualification responses shall be separated and numbered to conform to the items in Section 6.

6.4 Qualifications of Surety Companies: In order to be acceptable to the City, a Surety company issuing Proposal Guaranty Bonds or Performance Bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

- a) All Sureties for City of Sanibel projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b) Attorney-in-Fact who sign proposal bonds or performance bonds for City projects must file with such bonds a certified copy of their Power of Attorney to sign such bond.
- c) Agents of Surety companies must list their name, address and telephone number on all bonds.
- d) The life of all bonds provided to the City shall contain a waiver of alternation to the terms of the Contract, extensions of time and /or forbearance on the part of the City.

Sureties on projects in excess of \$500,000.00 shall be rated through A.M. Best as well as meeting the below provisions:

- a) Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of proposal solicitation.
- b) Surety must be in compliance with all provisions of the Florida Insurance code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS. 31 U.S.C. 9304-9308.
- c) The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.
- d) Surety must have fulfilled all of its obligations on all other bonds previously given to the City.
- e) Surety must have a minimum underwriting limitation of \$10,000,000.00 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

6.5 **Letter of Credit:** At the time during the life of the letter of credit, should the rating of the financial institution fall below both of the minimum rating as indicated in the Documents, or should the financial institution become insolvent, the Proposer must, within five (5) calendar dates after notification by the City:

- a) Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum rating as specified in the Documents; or
- b) Have the existing letter of credit confirmed by a financial institution with either of the minimum rating as specified in the Documents.

At the City's option, the letter of credit may be replaced by a Performance Bond in accordance with the City's existing bond policies.

6.6 **Financial Institutions / Letter of Credit:** In order to be acceptable to the City, a financial institution issuing 100% Letter of Credit, called for in this proposal document, shall meet and comply with the following minimum standards:

- a) The Letter of Credit is "clean" and "irrevocable".
- b) An exact expiration date.
- c) A specific amount of the Letter of Credit, in U.S. dollars.
- d) The method of disbursement of draws against the Letter of Credit.
- e) The street address where draws against the Letter of Credit may be made.

At time of issuance of the Letter of Credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Shehunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in the above must be confirmed by a financial institution with either of the minimum ratings indicated above.

All financial institutions, which issue or confirm any Letter of Credit, must be authorized by the Secretary of State to do business in the State of Florida and shall show proof of same upon request by City staff and agree to venue in Lee County.

In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm Letters of Credit which are in accordance with the provisions above and all subsequent sub-paragraphs, with the exception of venue in Lee County.

These actions shall be in effect until a satisfactory replacement bond or Letter of Credit is accepted by the City. The resulting Agreement shall so provide for replacement of confirmation in accordance with this policy.

7. **PROPOSAL PROTEST PROCEDURE:** Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City in accordance with Exhibit C, City of Sanibel, Resolution of Bid Dispute.

8. **SIGNATURES:**

Signatures shall be required as follows:

Proposal by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by written evidence of authority to so sign). The

corporate seal must be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of incorporation must be shown below the signatures.

Non-resident corporations shall furnish to the City a duly certified copy of all requested authorizations to transact business in the State of Florida along with the proposal.

Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

All names must be typed or printed below the signatures. Proposal errors shall be handled as follows:

- 1) Where proposals have erasures or corrections, each erasure or correction must be in ink or initialed in ink by the Proposer.
- 2) In the case of unit price proposals, if an error occurs in the extension of an item, the unit price in words (as shown in the proposal) will govern.
- 3) Any blank spaces on the Proposal Form, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a proposal on the City's form may cause Proposer to be declared non-responsive.

ARTICLE III – PERFORMANCE SPECIFICATION

The purpose of these specifications is to provide a framework for accomplishing solid waste collection and recycling tasks which result in maintaining a sanitary environment for the residents of Sanibel, Florida. The specifications area presented in three sections:

- 1.0 General Specifications;
- 2.0 Residential Collection Specifications; and
- 3.0 Commercial Collection Specification.

The intent of the work is to collect all contained and uncontained solid waste meeting City requirements and recyclable materials placed for collection each day. The services will be governed by the general specifications of the Contract identified in Section 2.0 and the performance specifications related to each service component identified in Sections 2.0 and 3.0. The performance specifications are an integral part of the Request for Proposal and subsequent agreement.

1.0 GENERAL SPECIFICATIONS:

General Specifications apply to all residential and commercial collection services.

1.1 General Responsibilities of the Contractor:

The Contactor shall comply with all Federal, State and Local laws.

The Contractor shall provide mandatory residential solid waste, horticultural and recycling collection service in the service area, and shall be responsible for the billing and collection of fees for these services. The right to provide such collection and delivery services in the service area shall be exclusive to the Contractor except as provided below. Therefore, it is the intent for the Contractor to maintain residential areas within the service area in a clean condition free of unsanitary nuisances. The Contractor shall therefore provide collection of residential materials on the right-of-way within residential areas.

The Contractor shall provide mandatory commercial solid waste collection services in the service area, which shall be an exclusive right to the Contractor except as provided below. The Contractor shall also provide optional and voluntary commercial collection service for horticultural, recycling, Bulky Waste and White Goods. The Contractor shall be responsible for the billing and collection of fees for commercial collection services and disposal costs.

The franchise grant shall be deemed exclusive. No other person or entity except the Contractor may offer or provide residential solid waste, horticulture or recycling collection service or commercial solid waste collection service in the area. The City agrees to assist the Contractor in taking timely action to enforce City ordinances against any entity violating this provision. However, the City reserves the right at any time to grant an additional franchise or franchises to qualified applicants if and when the City Council shall determine that the public health and welfare would best be served by such additional franchise or franchises. In making such determination the City Council will take into consideration, at a minimum, the following:

- (a) Whether the public health, safety and welfare are adequately protected and served by the current Operator;
- (b) Whether the granting of an additional franchise will be in the City's net long-term best interest;
- (c) Whether the applicant is qualified, and is willing and able to certify that it will meet the standards under which the Operator is then providing service.

Roll-off and compactor solid waste collection services shall be exclusive to the Contract or for existing and new commercial accounts except as provided above. The Contractor may not discontinue any mandatory service to any active commercial or residential customer at any time.

1.2 Days and Time of Collection:

Scheduled dates of collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. No regularly scheduled collection is allowed Sunday. Residential Collection services shall be provided between the hours of 6:30 a.m. and 5:00 p.m., Monday through Saturday. Commercial Collection Services shall be provided between the hours of 7:00 a.m. and 5:00 p.m. All requests to change the days and times of collection must be submitted to the City for approval.

1.3 Holidays:

The Contractor shall provide collection services on all national holidays, except Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day, or those days approved by the City for the Contractor. The Contractor shall attempt to follow a policy of one-day late collections in observation of a holiday. The Contractor shall advertise in the local community newspaper and distribute informational flyers or other means available to inform the residents of the City of the holiday schedule no earlier than one week and no later than two days before the holiday.

1.4 Spillage:

The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During the hauling, all solid wastes, horticultural waste and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any alleged spillage or leakage, the Contractor shall promptly clean up all spillage and leakage at no cost to the City of Sanibel.

1.5 Hazardous Waste, Biohazardous or Biomedical Waste and Sludge:

The Contractor shall be prohibited from collecting and disposing of Hazardous Waste, Biohazardous, or Biomedical Waste, Radioactive Waste or Sludge with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection and hauling service. All such collection service and hauling service are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.6 Extraordinary Waste:

The Contractor shall not be required to collect and dispose of extraordinary waste with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection services. All such collection services are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.7 Schedules, Routes and Literature:

The Contractor shall submit detailed route maps to the City at least thirty (30) days prior to start of the operations. The routes will show the area to be collected, the starting point for collection and the exact direction of travel and order of travel through streets and alleys to be collected. Routes shall be numbered and the days of collection specified. Whenever practical, collection days shall be the same as the present contract. The City will notify the Contractor of any required changes not less than fourteen (14) days prior to the start of services under this Agreement.

Any subsequent changes of any routing after the start of operations must be submitted to the City thirty (30) days prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Contractor. Not less than two (2) weeks prior to implementing any changes in routes or collection schedules which alters the days of collection, and the Contractor must notify each customer affected. Notice shall be made in writing to each individual customer.

The Contractor shall provided mailing lists or labels or shall agree to distribute literature provided by the City to all customers not less than once per year.

1.8 Manner of Collection:

The Contractor shall collect solid waste materials, horticultural waste and recyclables with as little disturbance as possible and shall leave the container and cover at the same point it was collected. The Contractor shall exercise all reasonable care and diligence in the collection process. Every effort must be made to prevent spilling, scattering or dropping materials during the collection process. However, in the event that material is spilled, scattered or dropped, the operator shall immediately clean up the material, place it in the container and dump the container. Containers must be replaced in an upright position. If the container falls over, the operator must immediately reset the container.

The Contractor acknowledges that waste collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention must be given to the location of water meters, transformers, guy wires, utility poles and irrigation structures. Authorization to use the easement does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

1.9 Collection Equipment:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the City, a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment approved by the City, and all equipment shall be kept in good repair, appearance, and in sanitary, clean condition at all times (i.e., washed at least once per week). Recycling collection equipment shall be multiple compartment equipment (one compartment for each collected recyclable material). Recycling collection vehicles shall be used separately from other solid waste collection vehicles and shall be designed to minimize glass breakage. All trucks and equipment must be approved by the City and must be compatible for unloading at the Recycling Facility and the Waste to Energy Plant. Equipment utilized for the collection of recycling materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment used shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor's vehicles, roll-offs, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment. Letters and numbers shall be at least six (6) inches high and of proportionate width. This identification shall be affixed to each vehicle and piece of equipment. The Contractor shall provide the City a list of equipment used in the service area, including equipment number. All vehicles must be kept clean (i.e. washed at least once per week), in sanitary condition, good repair and meet community standards of appearance at all times. The City shall be the sole judge of community standards of appearance. At a minimum, all compactors, dumpsters and other Contractor owned containers are to be cleaned (washed) and sanitized at least twice annually. The noise level for the collection vehicles during the stationary compaction process shall not exceed the limits defined in the City's noise ordinance. All vehicles, containers (except roll-offs), transfer trailers, etc. must have enclosed tops.

1.10 Public Information Program:

It shall be the Contractor's responsibility to provide written information to those customers who do not prepare or set out their solid wastes or recyclable materials as specified within this contract. It shall also be the Contractor's responsibility to distribute written public information from the City to the customers at least once per year if requested. All information related to the solid waste services shall be approved by the City prior to the preparation of the documents for distribution. No information regardless of the source shall be provided to the customers without the prior approval of the City.

1.11 Franchise Fee:

To compensate the City of Sanibel for the right of exclusive collection service and the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, the Contractor shall pay to the City of Sanibel a percentage fee on all gross revenues charged arising out of any services or operations covered by this agreement conducted in the service area. Franchise fees shall be payable within thirty (30) days of the last day of each month. A late charge of the monies due for the franchise fee may be assessed on the monies due. See pricing template for percentage fee options.

1.12 Contractor Personnel:

- 1.12.1 The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s) of the person(s) to the City.
- 1.12.2 The Contractor's solid waste and recyclable collection employees shall wear a uniform, including a shirt bearing the company's name during operations.
- 1.12.3 Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
- 1.12.4 The Contractor shall provide operating and safety training for all personnel.
- 1.12.5 The Contractor's employees shall treat customers in a polite and courteous manner.

1.13 Office and Equipment Yard:

The Contractor shall maintain an office within Lee County where requests for service and complaints shall be received. The office shall be established no later than September 1, 2005. It shall be equipped with sufficient telephones and shall have responsible persons in charge during collection hours and shall be open during normal business hours: 8:00 a.m. To 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests. Questions shall be responded to no later than the following business day. The Contractor shall provide a contact person for the City to reach during all non-office hours. The contact person must have the ability to direct immediate Contractor action for City requests in emergency situations requiring immediate attention. An Equipment Yard must be established within Lee County prior to the commencement of operations under this contract. Equipment Yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the service area. Office location and equipment yard shall be maintained in a clean condition and meet community standards of appearance.

1.14 Complaints:

The goal of this operation is to maximize complaints by requiring the Contractor to resolve all problems as soon as possible. For example, each missed garbage/recycling collection must be picked-up on the same day it is missed. All complaints related to collection services received by the City shall be directed to the Contractor for resolution. The City may issue a "Request for Action" to the Contractor with a reference number. The Contractor shall make contact with the complainant within one workday. The complaint must be resolved within one workday after it is received by the Contractor. When the complaint has been resolved, the Contractor shall forward a memorandum to the City with the reference number with a brief explanation of the resolution. When the complaint cannot be resolved within two work days, interim explanations will be forwarded to the City until resolved. In the event the complaint cannot be resolved, the City shall resolve the problem, which may include charging the Contractor for any/all costs.

The contractor shall provide the City with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors.

1.15 Public Welfare:

The City shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulky Trash, Horticultural Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare provided, however, that any such rule or regulation shall be delivered to and accepted for by an officer thereof. The City shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be interpreted to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonable and appropriately compensated as determined by negotiation and Agreement between the City and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement. Likewise, the Contractor shall reduce its price if services are reduced.

1.16 Access and Audits:

The Contractor shall maintain within Lee County adequate records of the solid waste collection and/or recycling services during the fiscal year and for one year following the end of each fiscal year of the Contract. The City shall have the right to review all records maintained by the Contractor during normal business hours upon twenty-four (24) hours notice.

The Contractor shall provide the City a Certified Audited Revenue Financial Statement representing the financial results of operations. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted accounting standards which include tests and other procedures necessary, that the Revenue Financial Statements are fairly presented, in all material aspects, in conformity with generally accepted accounting procedures. The annual audit format must be approved by the City. The annual audit shall be delivered to the City within one hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year.

No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner.

1.17 Compliance with Laws:

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

1.18 Rate Adjustments:

The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower price. Non-performance of the Franchise Agreement or a request for rate increase, either of which are attributed to the contractor accepting the franchise award at an insufficient rate, shall result in termination of the Franchise Agreement and forfeiture of associated performance bonds.

1.19 Permits and Licenses:

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change. These shall include, but not be limited to, occupational licenses, certificates of occupancy, vehicle licenses, and waste tire licenses.

1.20 Title to Waste:

The City shall at all times, hold title and ownership to all commercial or residential solid waste, horticultural waste, trash, recyclable materials and all other waste collected by the Contractor pursuant

to this Agreement. The Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the City.

The Contractor agrees to transport and deliver all such materials to the locations and facilities designated by the City.

1.21 Filing of Requested Information and Documents:

In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregated cost information pertaining to solid waste, horticultural and recycling collection services that is requested by the City to comply with the provisions of (Section 403, F.S.) as amended, and any other pertinent laws and regulations. The results of all collection activity conducted by the Contractor in the service area during each month, whether residential or commercial, shall be reported accurately to the City, in a format and with such dates as specified by the City, on or before the 10th day of the following month.

The Contractor shall file and keep current with the City all documents and reports required by the Agreement. By September 1 of each year the Agreement is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bonds or letters of credit, route schedules and maps, driver license certifications, and lists of connection equipment vehicles, are current and on file with the City.

1.22 Worker's Compensation and Liability Insurance:

Worker's Compensation Coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$1,000,000.00, Commercial General Liability Coverage in an amount not less than \$2,500,000.00, and Commercial Automobile Liability in an amount not less than \$5,000,000.00.

1.23 Performance Bond:

The Contractor shall furnish to the City a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$1,000,000.00. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the City. The form of this bond or letter of credit, and the surety company, shall be accepted by the City Attorney and the City and shall be maintained during the term of this Agreement. The bond(s) shall be endorsed to the City of Sanibel, a political subdivision of the State of Florida and shall provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the City. Current performance bonds evidencing required coverage must be on file at all times.

1.24 Assignment and Subletting:

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause. Any proposed assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and City shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all liabilities of the Contractor.

For purposes of assignment and subletting, a parent subsidiary or holding company shall mean any person, corporation or company holding, owning or in control or more than 10% stock or financial interest of another person, corporation or company.

1.25 Solid Waste Disposal Cost:

Collection service costs and solid waste disposal costs shall be treated separately for the solid waste collection services being provided. Residential disposal costs will be part of the quarterly charge billed by the Contractor and paid by the residential customer. Commercial disposal costs will be part of the service charge billed by the Contractor and paid by the commercial customer. The City shall establish the tonnage at which both commercial and residential accounts will be charged. The Contractor will charge disposal costs accordingly, and will not be liable to the City for any overage collected. Likewise, the City shall not be obligated to the Contractor for any loss incurred in disposal costs. All residential waste shall remain separated from commercial waste at transfer stations and in vehicles until after that waste has been weighed and categorized.

1.26 Hurricanes and Other Natural Disasters:

In the event of any natural emergency, i.e., hurricane, tornado, severe storm, etc., officially declared by the City Council or their designee which directly disrupts the collection service of solid waste in Sanibel, the City Manager may grant the Franchise Contractor a variance from regular routes and schedules. The Franchise Contractor agrees to do all work as required by the City Manager or his/her designee, both within and outside of the City Service Area.

All equipment and personnel of the Contractor shall be available to the City in the event of a disaster; provided however, that if the Contractor provides service to other jurisdictions affected by the same disaster, the Contractor shall use its best efforts to equally assist all affected jurisdictions, including the City of Sanibel.

In the event the City Manager requires services beyond what is required of Contractor, pursuant to Contractor's franchise agreement, considering any reduction of additional regular service during such disaster, the Contractor shall receive compensation above the normal compensation, to cover documented actual costs and reasonable profit for such extra services actually provided by the Contractor, and provided the Contractor has first secured authorization and approval from the City Manager or designee. This additional compensation shall be reasonable in amount. This additional compensation may include pass through disposal costs for tonnage demonstrated to be clearly in excess of historical seasonal averages due to the emergency. Contractor agrees to provide the emergency services immediately upon request, and the fact that the extra compensation has not been finally determined shall not delay the provision of the service.

Further, the City Manager may authorize other service providers to temporarily provide Solid Waste Collection Service within the City limits after such natural disaster, if the Contractor is not providing such service.

As soon as practicable after such natural disaster, the Contractor shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed. The City Manager shall make an effort through the local news media to inform the public when regular services may be resumed. As needed, the City will review the City of Sanibel Emergency Management Plan to coordinate the activities of the Contractor in the event of a natural disaster.

On April 1 of every year, the Contractor is required to provide a Disaster Preparedness Plan to the City Manager for review and approval. The Plan shall detail those actions which the Contractor will take to deal with emergency situations such as fire, lightning strike or natural disaster which would require a deviation from normal operating procedures. The plan shall also include emergency phone numbers for the key staff of the Contractor both local and corporate or regional headquarters. The Plan shall also include provisions for additional personnel and equipment and will establish a reasonable, verifiable rate for collection in the event of a natural disaster. The Contractor shall update the disaster plan by April 30 on each year of the term of the Agreement for the City's review and approval. In addition, the Contractor shall submit with the plan a price list for emergency labor and equipment.

1.27 Quality of Performance of the Contractor:

It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste, horticultural and recycling collection services. To this end, all complaints received by the City and reported to the Contractor shall promptly be resolved pursuant to the provision of this Agreement. If the Contractor fails to resolve complaints, the City shall assess the administrative charges described below:

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. The City may assess charges pursuant to this Section on a monthly basis in connection with the Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the administrative charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, it shall, within five (5) days after receiving such notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

1.27.1 The City shall levy \$100 to \$250 per incident administrative charges for those actions related to service as listed within this Agreement that require an investigation of unresolved or repetitive incident with the findings of negligence on the part of the Contractor and/or failure to provide administrative information, including:

1. Failure to provide document and reports as requires.
2. Failure to provide a schedule and route maps as required.

1.27.2 The City shall levy \$250 to \$1,500 per incident depending on the severity of the incident and negligence, including but not limited to the following:

1. Commingling solid waste with white goods, horticultural waste and/or recyclable materials.
2. Failure to clean-up spillage.
3. Failure to distribute materials to the customer(s) as specified by the City.
4. Failure to notify the customers as required.
5. Failure to complete a route on the regular scheduled collection day.
6. Failure to remove solid waste from customers' right-of-way.

1.27.3 Failure to deliver any commercial or residential solid waste, horticultural waste or recyclable materials to a designated facility will result in the following penalties:

1. First offense, \$2,500.00
2. Second offense, \$10,000.00
3. Third offense, loss of franchise

1.28 Rate Adjustments:

The City shall review the franchised rates and charges when requested by the Contractor no more than once per year. The Contractor's request shall contain substantial proof and justification, as determined by the City, to support the need for any rate adjustment. The City may request from the Contractor, and the Contractor shall provide, further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request. All rates for refuse collection shall be established by resolution annually, prior to October 1, after due public notice and a public hearing. The resolution so adopted shall establish the rates for all residential and commercial collection services for the upcoming fiscal year. The City reserves the sole right to approve or deny any request for rate adjustments. In any case, rates may not be increased more than any increase in disposal charges for the disposal charge portion of the rate, or than the Consumer Price Index for the collection charge portion of the rate.

1.29 Transition Plan:

At least sixty (60) days prior to the implementation of this Agreement, the Contractor shall submit a transition plan to the City Manager. Specific performance requirements during the transition period included but are not limited to the following:

- 1.29.1 Develop a routing map for all residential and commercial routes
- 1.29.2 Train all supervisors and drivers on all routes by driving routes with collection vehicles to be used when franchise is implemented.
- 1.29.3 Develop information/education program necessary to communicate proposed/planned collection and route changes anticipated for the customers. The Contractor shall provide at least two (2) written notices to each customer approximately forty-five (45) and fifteen (15) days prior to operation, as well as local newspaper announcements.
- 1.29.4 Communicate all collection and fee changes with commercial customers.
- 1.29.5 Develop phasing plan in cooperation with existing franchise Contractor to replace commercial containers, vehicles and personnel in a manner approved by the City. Phasing is to be completed prior to October 1, 2005.

1.30 Delivery/Disposal:

The City shall make all decisions regarding where solid waste, horticultural debris and recyclable materials are delivered. The Contractor will be required to deliver these materials to the City's designated disposal site as required by the City Manager.

All routing, collection scheduling, equipment and personnel are to be planned and priced in the pricing proposal based on delivery/disposal at the following existing sites and in accordance with County laws:

- Lee County Resource Recovery Facility – Processible Solid Waste and Construction and Demolition Debris;
- Gulf Coast Landfill – Non-Processible Construction and Demolition Debris
- Horticultural Processing Site to be identified.
- Recyclable Materials Processing Site to be identified.

Contractor may be compensated for changes in designated disposal sites, which significantly change the average travel distance from the service area.

1.31 Reduction in Service:

The City may at its sole option, with or without cause, eliminate types and/or frequency of service. In such instances, the Contractor shall cooperate fully with the City in communicating said changes to customers. If services are reduced, the City will compensate the Contractor for costs associated with reduction in services, but the Contractor will not receive the compensation for services that are not delivered nor shall the Contractor receive profit, of any type, from lost service. The Contractor shall reduce their fees in accordance with the reduce services.

1.32 Causeway Weight Restrictions:

Contractor will need to comply with the weight restrictions in effect for the Sanibel Causeway. The pricing proposal will reflect charges necessary to comply with the restrictions in place at the time of the proposal due date. If the weight restrictions are modified or lifted during the term of the contract, revised prices will be negotiated between the Contractor and the City. The Contractor needs to contract the Lee County D.O.T. at 332-2852 for the specifics of the weight restriction.

2.0 RESIDENTIAL COLLECTION SPECIFICATIONS

2.1 General Specifications:

2.1.1 Residential Collection System

The Contractor will provide "1-1-1" Residential Collection Service for one (1) to four (4) unit residential dwellings. Currently, there are approximately 3,300 active residential accounts within the City. "1-1-1" Residential Collection Service includes the following services which are described further within Section 2.0.:

- (a) One (1) unlimited quantity garbage collection each week;
- (b) One (1) unlimited quantity collection each week of commingled recyclables, to be curb sorted by Contractor;
- (c) One (1) unlimited quantity collection of horticultural waste per week, containerized or bundled and weighing less than fifty (50) pounds;
- (d) Pick-up of residential tires with garbage collection;
- (e) Bulky waste to be picked-up with garbage collection; and
- (f) Special pick-up of other bulky waste and white goods to be arranged separately.

2.1.2 Additional Collection Services

If the customer requests, the Contractor may provide additional collection services for collection of solid waste such as collecting from a dwelling's back door, collecting twice per week, collecting unbundled horticulture waste, opening doors or gates for access, etc. The specific arrangements for additional collection services are to be determined between the customer and the Contractor, and associated charges are to be approved by the City. These services shall be billed directly to the customer by the Contractor.

2.1.3 Obligation for Billing, Collection and Payments

The Contractor shall be responsible for the billing and collection for all units included in the mandatory residential solid waste, horticultural and recycling collection services programs. Payments for residential solid waste collection shall be made by the customer directly to the Contractor. The City may decide to bill for residential solid waste collection services through the County.

The rates charged by the Contractor shall be based on this proposal and as subsequently approved by the City. All charges and payments shall also include disposal costs.

2.1.4 Accessibility for Collection

All garbage, horticultural wastes and recyclables to be collected shall be in a Can (or an acceptable container type described herein) and shall be placed within the closest accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. The Contractor must collect as many garbage cans, bags or bundles as the customer sets out. If a dwelling unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location will be arranged between the customer and the Contractor. When garbage, horticultural wastes and recyclables cannot be placed at curbside, the Cans, bags or bundles will be placed in a location mutually agreed upon that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In the cases described above or when there are obstacles to accessibility, the customer shall not be charged an extra cost for collection services. In the event an appropriate location cannot be agreed upon, the City shall designate the location for collection. The contractor shall not receive special payment for this service.

As needed the City will reconfirm the need for the special service. However, if the Contractor has reason to believe the service is no longer required, the Contractor shall notify the City. The City will notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

2.2 Residential Garbage Collection:

2.2.1 Conditions and Frequency of Service

The Contractor shall provide residential garbage collection to all dwelling units receiving residential solid waste collection. This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.2.2 Containers

Cans shall normally be furnished by the residents receiving residential garbage collection. Any steel, plastic, aluminum, or galvanized receptacle which complies with the American National Safety Institute's (A.N.S.I.) safety requirements for refuse bins and which is of the design that allows for easy lifting and of not more than thirty-five (35) gallons capacity shall be considered a "container" for the purposes of residential garbage collection. The receptacles shall have tight fitting lids. Plastic bags of heavy mil construction area also considered to be "containers" for the purpose of residential garbage collection.

2.3 Residential Recycling Collection:

2.3.1 Conditions and Frequency of Service

The Contractor shall provide residential recycling collection to all dwelling units receiving residential solid waste collection.

This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.3.2 Recycling Materials Collection

The Contractor shall collect commingled recyclables from the recycling container. Replace the recycling container at the same location, separate the commingled recyclables pursuant to City instruction, and place non-recyclables back in the customer's container along with a written notice.

2.3.3 Distributing of Recycling Containers for Residential Dwelling Units:

Recycling bins will be provided by the City. The containers will be supplied to the Contractor for distribution to new residents and to replace the original ones that were stolen, lost or damaged by the occupant of a dwelling unit. The Contractor shall promptly deliver (within one week or seven (7) days) replacement containers, damaged by its employees, or when notified by the City, or the occupant of a dwelling unit where a container is stolen, damaged or missing. Additional containers shall be distributed to customers using plastic bags or unsuitable containers for recycling. The title to these containers shall be vested with the City of Sanibel.

2.3.4 Other Acceptable Containers

Customers may use their own or additional recycling containers as long as they are similar and suitable for the service (e.g., cardboard boxes, Kraft bags). Plastic bags should be discouraged through public education and distribution of proper recycling containers.

2.3.5 Reports

- a) The Contractor shall provide a quarterly report to the City on the number of original recycling containers delivered to new residents and the number of replacements.
- b) The Contractor shall provide monthly reports to the City on recycling participation, set outs and tonnage.

2.3.6 Method of Payment

The Contractor shall be responsible for the billing and collection of payments for residential recycling collection services. All payments for residential services will be paid by the Customer. The City may decide to bill for residential solid waste collection services through the County.

2.3.7 Change in Scope of Recycling Collection Service

From time to time, at the sole option of the City, it may be necessary to modify the scope of recyclable materials that will be included in recycling collection service. Should this occur, the City and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

2.3.8 Recycling Facility

The Contractor shall deliver all recyclable materials collected on Sanibel to the facility or facilities designated, in writing, by the City. All of the proceeds from the sale of the recycled commodities at the recycling facility will be remitted to the City by the recycling facility.

2.4 Residential Horticultural Waste Collection (Horticultural Waste, Yard Waste):

2.4.1 Conditions and Frequency of Service

The Contractor shall provide residential horticultural waste collection for all dwelling units receiving residential solid waste collection.

Horticultural waste will be separated from residential solid waste. Residential horticultural waste collection shall be provided once every week or every seven (7) days unless otherwise specified by the City, in a scheduled route basis. Palm fronds (leaves) are to be picked-up with horticultural waste as observed or reported and disposed of with horticultural waste. Single loose pan fronds, limbs less than fifty (50) pounds are to be picked-up with horticultural waste.

2.4.2 Containers

All horticultural waste shall be collected separately from solid waste and recyclable materials. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Otherwise, horticultural waste which is not more than four (4) feet in length and under fifty (50) pounds per container and placed neatly at the curb in containers, plastic bags, tied bundles or safely handled pieces, shall be collected. Following the Christmas holiday season, used Christmas trees may also be set out and shall be collected by the Contractor.

2.4.3 Horticultural Waste Disposal Location

The Contractor shall make all decisions regarding where the horticultural waste is delivered.

2.4.4 Non-Compliance Horticultural Waste at the Right-of-Way (Curbside)

When horticultural waste is not prepared properly for collection, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the pile was not collected and provide them the information as to how to prepare their materials for collection. The initial contact could be by the collection crew leaving a written notice. If the resident does not respond after the initial contact, a second contact must be made by the Supervisors (mail, telephone, or visit). After the second contact and no intent has been made to comply, the Contractor shall notify the City, listing the location(s) that does not meet the requirements for regular collections. This information will be used by the City to make contact with the resident.

2.5 Residential Bulky Waste Collection:

2.5.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of bulky waste to any residential customer. The bulky waste shall be picked-up with normal garbage or by a special pick-up at no additional cost.

2.5.2 Accessibility for Bulky Waste Collection

Bulky waste shall be placed by the customer within six (6) feet of curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the contractor's collection crew and vehicle. Bulky waste can be of unlimited quantity, size or weight, however, it should be disassembled and bundled where possible.

2.5.3 Acceptable Materials

Acceptable bulky waste materials shall include oversize household solid waste, except white goods, including but not limited to: furniture mattresses, televisions, carpet, and incidental building materials from household activities not requiring a building permit. Bulky waste may not include automotive vehicles or boats, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be provided at no extra charge, and shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

2.5.4 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility).

2.5.5 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

2.6 Residential White Goods Collection:

2.6.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of white goods to any residential customer. The white goods shall be picked-up by a special pick-up at no additional cost.

2.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb, paved surface of the public road, closet accessible public right-of-way, or other location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

2.6.3. Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The white goods that contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines. The Contractor shall notify the City of the recycling/disposal location used.

2.6.4 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

3.0 COMMERCIAL COLLECTION SPECIFICATIONS:

This section details the performance specifications for the collection of solid waste, horticultural debris and recyclables from commercial facilities, businesses and five (5) plus unit multi-family dwellings (i.e., receiving Multi-family Commercial Services as defined in Section 1.0). Properties subject to these specifications and hereafter referred to as "commercial entities" include hotels, motels, parks containing trailers and recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and instructional enterprises of all types licensed to do business in the City of Sanibel, Florida. Commercial properties shall include all properties not listed under Section 2.0 above, including five (5) plus unit multi-family dwellings.

3.1 Multi-family Residential Service:

The Contractor shall provide Multi-family Commercial Can or Container Service to all five (5) plus multi-family dwellings as part of the Commercial Collections. Billing and payments for Multi-family Commercial Service shall be in accordance with commercial methods of payments, Section 3.2.5.

3.1.1 Multi-family Residential Can Service

The Contractor shall provide once a week Multi-family Commercial Can Garbage Collection Service and offer commercial recycling collection service, commercial horticultural collection service and commercial bulky waste collection service to Multi-family Commercial Customers selecting Can service. This service shall be the same as Residential Can, Solid Waste Collection Service (See Performance Specification: Section 2.0). Billing of all services shall be included together.

3.1.2 Multi-family Residential Container Service

The Contractor shall provide Commercial Garbage Collection and offer commercial recycling collection service, commercial horticultural waste collection and commercial bulky waste collection to Multi-family Commercial Customers selecting Container service. Commercial Recycling Collection service for Multi-family residents shall include collection of commingled recyclables, which will be source separated by the Contractor and delivered to the recycling facility as directed by the City. Recycling materials shall be, at a minimum, the same as residential collection. Proceeds from the sale of the recyclable materials at the recycling facility

will be remitted to the City by the recycling facility. A price to provide mandatory Multi-family recycling is included as an option on the pricing proposal.

3.2 Commercial Garbage Collection:

3.2.1 Conditions and Frequency of Service

The Contractor shall provide commercial garbage collection and disposal to all commercial properties in the service area.

The service shall be provided at a minimum of once every week or every seven (7) days, unless otherwise specified by the City, on a scheduled route basis.

3.2.2 Containers

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection container from a source or rent such container from the Contractor at the rental rate included in the proposal. The storage capacity of the container shall be suitable for the amount of garbage generated by the customer and shall provide that no garbage needs to be placed outside of the container based on the collection frequency agreed to by the Contractor and the customer. Customers may change container size as needed or by season. If the customer utilizes a Can, the container must have a maximum capacity of thirty-five (35) gallons and a minimum of one Can may be used by the Commercial customer. The customer may choose to use a compactor, from any source, provided that the compactor can be serviced by the Contractor's collection equipment. Commercial collection containers and compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the container or compactor. However, damage caused by the Contractor to a customer owned container or compactor shall be repaired at the expense of the Contractor.

3.2.3 Solid Waste Disposal Location

The City shall make all decisions regarding where the solid waste is delivered. All franchised haulers are required to deliver solid waste to the City's designated disposal site as required by the City Manager. The designated disposal sites for solid waste include the Gulf Coast Landfill for non-processible construction and demolition materials and horticultural wastes.

3.2.4 Reports

The Contractor shall deliver quarterly reports to the City identifying the number of customers, location and container size(s), number of pick-ups and fees. The Contractor shall also provide route maps for all commercial collections.

3.2.5 Method of Payment

Payments for commercial solid waste collection shall be made by the customer directly to the Contractor. The customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in this proposal for commercial solid waste collection. If the Contractor stops service, the container shall be pulled within seventy-two (72) hours (if owned by the Contractor) and the City shall be notified. All charges and payments shall include disposal costs.

3.2.6 Solid Waste Disposal Cost

The Contractor shall keep residential and commercial waste separate for purposes of disposal. The Contractor shall pay for all commercial waste disposals separately from residential in accordance with Section 1.25. Commercial disposal costs will be part of the service charge

billed by the Contractor and paid by the commercial customer. The Contractor shall pay for all solid waste disposal costs incurred for disposing of commercial solid waste at the designated disposal facilities. All commercial waste shall remain separated from residential waste in transfer stations and collection vehicles until after it has been weighed and categorized at an approved scale facility.

3.3 Commercial Recycling Collection Service:

The Contractor shall offer Commercial Recycling Collection Service to Customers selecting this service.

This Agreement does not exclude other private enterprises from conducting commercial recycling collection service in the service area. The Contractor shall not interfere with other private commercial recycling haulers providing recycling services to customers in the service area.

Vehicles and containers used by the Contractor for commercial business recycling shall be clearly designated and labeled separately from equipment used for commercial solid waste collections.

3.3.1 Conditions and Frequency of Service

Collection of recyclables from commercial entities is optional and may be established based on the special needs of the commercial customer. Within thirty (30) days of a commercial customer request, the Contractor is to review the container size and service needed or desired by the recycling customers.

3.3.2 Recycling Materials Collection

The Contractor shall provide solid waste collection for commercial customer including collection of recyclable materials. The franchise will grant to the Contractor the non-exclusive right and obligation to provide for the collection, transportation and processing of recovered materials at commercial establishments. The City reserves the right to require or not to require that recovered materials generate at commercial establishments be source separated at the premises of the commercial establishment. Proceeds from the sale of recyclable or recovered materials under this section shall belong to the Contractor, subject to the franchise fee.

3.3.3 Reports

The Contractor shall deliver monthly reports to the City identifying the number of customers, location, types and quantities of recycled materials collected and where they were delivered. The Contractor shall conduct an annual survey and prepare a report for the City, concerning all commercial customers. The survey shall establish the recycling participation, types of materials and quantities of materials.

3.3.4 Method of Payment

Payments for commercial recycling collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the proposal pricing. Fees for collection of recyclable containers shall be no more than collection fees from garbage collection containers.

3.4 Commercial Horticultural Waste Collection:

3.4.1 Conditions and Frequency of Service

The Contractor shall offer commercial horticultural waste collection services to all commercial entities desiring this service. Collection of horticultural waste from commercial entities is optional and shall be established based on the special needs of the commercial customers.

3.4.2 Solid Waste Disposal Location

The Contractor shall make all decisions regarding where the horticultural waste is delivered.

3.4.3 Method of Payment

Payments for commercial horticultural waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be as indicated in the pricing proposal.

3.5 Commercial Bulky Waste Collection:

3.5.1 Conditions and Frequency of Service

The Contractor shall offer bulky waste collection for commercial properties at terms and conditions agreed to by the customer and the Contractor and in compliance with the pricing proposal.

3.5.2 Acceptable Materials

Acceptable bulky waste materials shall include oversize household solid waste, except white goods, including but not limited to: furniture, mattresses, televisions, carpet, incidental building materials from household activities not requiring a building permit, and Christmas trees. Bulky waste may not include automotive or boat vehicles, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

3.5.3 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility. Christmas trees shall be delivered to the Waste-to-Energy facility or mulch facility).

3.5.4 Method of Payment

Payments for commercial bulky waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their proposals.

3.6 Commercial White Goods Collection:

3.6.1 Conditions and Frequency of Service

The Contractor shall offer white goods collection for commercial properties at term and conditions agreed to be the customer and the contractor, and in compliance with the pricing proposal.

3.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

3.6.3 Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The materials which contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines.

3.6.4 Recycling Location

All white goods shall be delivered to an appropriate State and County approved recycling facility. The Contractor shall notify the City of recycling locations being used.

3.6.5 Method of Payment

Payments for commercial white goods collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the quantity of waste collected and the frequent of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their bids for commercial solid waste management.

3.7 Community Clean-up Service:

Various community and non-profit groups assist the City of Sanibel by conducting volunteer community, beach, or wetlands clean-ups to remove accumulation of debris. The City of Sanibel encourages residents to manage their solid waste appropriately so that littering is minimized. However, we recognize the benefit of community clean-ups for certain problem areas.

The Contractor shall provide the equivalent of up to six 30 cubic yard roll-offs per year (or equipment dumpsters) for non-profit group clean-ups at the direction of the City. Contractor's service shall include roll-off drop prior to the event, hauling the roll-off and disposal. There shall be no charge for the provision of these services.

The Contractor also shall work with the City in the bulk collection and disposal of vegetative debris as a part of the City's pepper removal program, the terms of which will be negotiated from year to year based upon need.

PRICING TEMPLATE INSTRUCTIONS FOR PROPOSERS

This section presents guidelines and definitions to assist Proposers in completing the pricing template required for bids. Although some of the information requested in the pricing template is not used in the pricing calculation, it may be used as a basis for disallowing proposals if deemed extraordinarily high. The organization of the instructions corresponds to the order of the pricing template.

A. Residential Collection – Curbside Basic Services (Unlimited Collection)

For mandatory, once a week collection of garbage, recyclables, and horticulture, enter the following information

- **Collection Cost per Residence:** Provide the weekly collection cost for each residence in the franchise area. Do not include disposal costs.
- **Annual Billing Charge:** Enter price to bill & collect residential charges.
- **Total:** Calculate and enter totals in appropriate spaces.
- **Miscellaneous Charges:** Enter prices in Appropriate spaces

B. Commercial Collection – Basic Can Services

For collection of mandatory garbage and optional horticultural debris, enter the following information:

- **Collection Cost Per Unit (Customer):** Provide the weekly collection cost for each unit (customer) in the franchise area. Do not include disposal costs.

C. Commercial Collection – Basic Container Services

For each type/size container listed, enter the following information related to the collection of mandatory garbage and optional horticultural from commercial properties.

- **Annual Container Rental Cost:** Enter the annual rental cost allocated with each type/size container listed.
- **Collection Cost Per Pull:** For each type of container, and level of service, provide the collection costs for each unit (customer) in the franchise area. Do not include disposal costs.

D. Commercial Properties - Miscellaneous Services

For each type of service and/or type/size container listed, enter the information related to the optional collection services from commercial properties.

Finally, Proposers should complete and execute the Official Bid Proposal form, and include this form along with all of the other required information with the submitted proposals.

CITY OF SANIBEL

Request for Proposals

The City of Sanibel, Florida is requesting proposals to obtain the services of a firm with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid waste, horticultural, and recycling materials.

A copy of the specifications may be obtained from the City of Sanibel Finance Department, 800 Dunlop Road, Sanibel, 33957. A Non-refundable fee of \$20.00 payable to the City of Sanibel is required. A MANDATORY PRE-PROPOSAL meeting will be held at Sanibel City Hall (MacKenzie Hall), 800 Dunlop Road, at 1:30 PM, Friday, January 7, 2005.

An original and five (5) copies of the proposal are to be returned in a sealed envelope to the attention of Gates Castle, Director of Public Works, 750 Dunlop Road, Sanibel, Fl 33957 no later than 2:00PM, Friday, January 28, 2005

Proposals shall not be presented at any other location. Proposals submitted via any City facsimile machine or e-mail address will not be accepted. Proposals presented after the time and date indicated above shall be refused. The time indicated on the clock located in the Public Works Department meeting room is considered the official time.

SEALED ENVELOPES MUST BE MARKED:

“PROPOSALS FOR COLLECTION & DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS”

Any questions concerning this request shall be addressed to Gates Castle, Director of Public Works, City of Sanibel, Public Works Department at (239) 472-6397.

April 7, 2005

RE: City of Sanibel Request for Proposals for the Collection and Delivery of Residential and Commercial Solid Waste, Recycling and Horticulture Materials.

Subject: Addendum Number One

The following changes shall become a part of the Request for Proposal documents, and shall be as binding as if contained therein:

1. The Pricing Template has been revised to include separate electronics recycling as an option. Specifications for the electronics recycling will be in accordance with the Lee County specifications.
2. Clarification: The "Billing Charge (Annual)" in sections A.1. & A.2. of the Pricing Template is the charge for the contractor to bill the residential customer, rather than the City billing the customer.
3. Separate pricing must be provided for the mandatory multi-family residential recycling service and can't be included in other charges since it has not yet been decided whether the City will implement the program.
4. As of October 1, 2005, the following 5 vehicles at these estimated costs will be available to the selected contractor for use on Sanibel:

<u>Vehicle</u>	<u>Estimated Cost</u>
2- 2004 International 7400	\$44,848 each
1995 International 4900	42,605
2- 2003 Mack MR	100,319 each

5. Sheet 11 of the Pricing Template has been added for suggestions to reduce the cost of service.

Please acknowledge receipt of this Addendum by returning attached "Acknowledgement of Receipt of Addendum"

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

I, _____, hereby acknowledge receipt of Addendum
_____ to the City of Sanibel Specifications for Collection and Delivery of
Residential and Commercial Solid Waste, Recycling and Horticulture Materials.

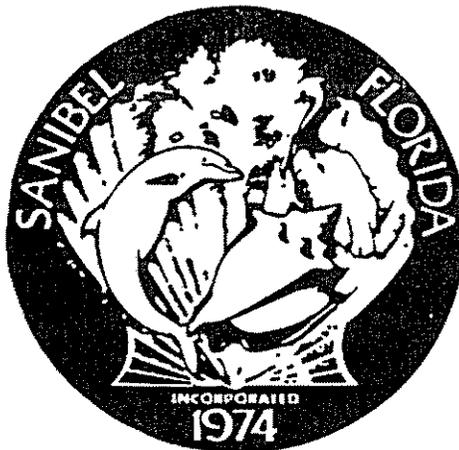
Signed: _____

Print Name: _____

Organization: _____

CITY OF SANIBEL

**SPECIFICATIONS FOR
COLLECTION AND DELIVERY OF
RESIDENTIAL AND COMMERCIAL SOLID WASTE,
RECYCLING AND HORTICULTURE MATERIALS**



December 2004

Updated April 2005

**Prepared by:
City of Sanibel
Department of Public Works
750 Dunlop Road
Sanibel, Florida
33957**

CITY OF SANIBEL
REQUEST FOR PROPOSALS
COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL
SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

ARTICLE I – GENERAL INFORMATION

1. **SCOPE OF SERVICES:** The Contractor shall collect material from City of Sanibel households and commercial establishments, and deliver those materials to a designated site or sites. The Contractor shall have the right to collect and deliver at a minimum all horticultural, recycling, and solid waste, except infectious waste, hazardous waste, biohazardous waste, biological waste and sludge, from all residential dwelling, and all solid waste from commercial properties within the City limits.
2. **GENERAL:** This Request for Proposal (RFP) is issued by the City of Sanibel, Florida to obtain the services of a firm with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid wastes, horticultural, and recycling materials. The City of Sanibel has a permanent population of approximately 6,300 residents, and a seasonal population of approximately 18,000. Fiscal year 2003 figures indicated the City generated approximately 10,000 tons of non-hazardous solid waste, 1,000 tons of recyclables, and 2,500 tons of horticultural waste.

This RFP is issued to provide potential Contractors with information, guidelines and rules to prepare and submit a Proposal. The submittal must satisfy the criteria established in the RFP to qualify for evaluation.

The City of Sanibel reserves the right to: 1) waive any informalities in the selection process; 2) accept or reject any or all proposals in part or in whole, with or without cause; 3) request additional information if appropriate; 4) limit and determine the actual contract services to be included in a final proposed contract; 5) reject all submittals if found by the City Council not to be in the best interest of the City; and 6) select a firm based on factors other than lowest cost.

3. **COMMENCEMENT OF WORK:** The work outlined in the specifications shall commence immediately upon receipt of a Notice to Proceed from the City. The City is seeking to negotiate a contract and franchise agreement with the selected firm and to have that firm begin collection and delivery services on October 1, 2005.
4. **TERM:**
 - 4.1. It is anticipated that the Contract will be in effect from the date of acceptance by the City until September 30, 2010.
 - 4.2. The City reserves the right to either negotiate an extension of the Agreement or allow it to terminate on the termination date as specified in the Agreement
 - 4.3. An intent to extend or terminate the Agreement shall be communicated in writing by either the Contractor or the City not less than twelve (12) months prior to the expiration of the franchise period, but not more than eighteen (18) months prior to such expiration. The City is under no obligation to renew the Franchise Agreement.
5. **DEFINITION OF TERMS:**

To the extent applicable, all definitions contained in Section 403.703, Florida Statutes, shall constitute the definitions contained in this document. If any conflict appears in the definitions contained in this document and Sec. 403.703 F.S., Sec 403.703 F.S shall apply.

- 5.1 Agreement – Shall mean the franchise agreement to be executed by the City and the awarded Contractor.
- 5.2 Authorized Representative – Any representative of the City designated as the City Authorized Representative for the purposes of this agreement, either in a provision of these Specifications or in written communication from the City Manager to the Contractor.
- 5.3 Bulky Waste – Any solid waste that requires additional management due to such bulk or weight and weighs greater than fifty (50) pounds and includes but is not limited to tires, furniture such as sofas and mattresses, and similar waste that can be placed in garbage truck hoppers and disposed in the Lee County Resource Recovery Facility.
- 5.4 Can or Garbage Receptacle – Any steel, plastic, aluminum, or galvanized receptacle or refuse bin of not more than thirty-five (35) gallons in size and shall be of the design that allows for easy lifting. These receptacles should have tight fitting lids. Plastic bags of heavy mil construction are also considered garbage receptacles. Receptacles pertain to residential or commercial use.
- 5.5 City – City of Sanibel, Florida
- 5.6 Commercial Collection Service – Service to include, but not limited to, commercial property including all hotels, motels, parks containing trailers and recreation vehicles, commercial (wholesale/retail), and institutional enterprises of all types. Commercial properties shall be all properties other than those listed in paragraph 5.27 below, including multifamily commercial service.
- 5.6.1 Multifamily Commercial Service shall mean service to residential dwelling or condominium consisting of 5 or more units where a commercial Can or Container is suitable. These units shall be billed their required solid waste collection fee by the Contractor, and shall have recycling, horticultural and special pick-up services available to them, whether mandatory or voluntary.
- 5.7 Commercial Trash – Any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of garbage, generated by the operation of stores, offices, and other business places. Commercial trash shall include furniture, appliances, car parts, tires, and all other accumulations not included within the definition of garbage, and shall be included in the uniform level of service, if properly prepared in a manner consistent with the present level of service.
- 5.8 Construction and Demolition Waste – Waste materials generally considered being not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, resulting from the construction or demolition of a structure or from the renovation of a structure. Mixing of construction and demolition debris with other types of solid waste, including material, which is not from the actual construction or destruction of a structure, will cause it to be classified as other than construction and demolition waste.
- 5.9 Container – Any detachable container designed or intended to be mechanically dumped into a packer type garbage truck used by contractors and varying in size. Such container is to be maintained so as to be leak proof and rodent resistant.
- 5.10 Contractor – The person, firm, corporation, organization or agency authorized by Franchise Agreement with the City to provide collection services.
- 5.11 Curb Service – Shall mean a refuse pick-up made adjacent to the curb or street line.
- 5.12 Customer – All persons, corporations, partnerships, or other entities owning residential units or owning or renting commercial property within a benefit unit that is within a contractor's service

area and all other persons subscribing to the garbage and waste services as provided by the Contractor.

- 5.13 Extraordinary Waste – Shall include items which are not part of the normal Solid Waste stream and which require extraordinary management and include by are not limited to abandoned automobiles and boats, waste oil, sludge, septic tank pumpage, land clearing debris and tree trunks greater than fifty (50) pounds.
- 5.14 Garbage – Shall mean animal, fruit and vegetable waste, either along or in combination with the other putresible matter resulting from the handling, storage, sale, preparation, cooking, servicing or consumption of foods, which are subject to decomposition or decay. These wastes and the containers in which such items are packaged shall be contained to prevent the generation of noxious gases and odors, the breeding of flies and other insects and the feeding of rodents.
- 5.15 Hazardous Waste – Waste that the inherently dangerous in handling and disposal. These wastes include toxic chemicals, solvents, acids, bases, flammable wastes and explosives. Also included are all hazardous substance enumerated in United States Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 94 Stat. 2767.
- 5.16 Holiday – Shall mean Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day or those days approved the City for the contractor.
- 5.17 Horticulture Waste, Vegetative Waste, Garden Trash or Yard Waste - Solid waste that is an accumulation of lawn grass, or shrubbery cuttings, wood clippings and dry leaf rakings, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards that does not exceed four feet in length or four inches in diameter. This does not include large branches, trees, or bulky and non-containerized material not susceptible to normal loading and collection in packer type sanitation equipment used for regular connection from domestic households. Bundled limbs and tree trunk from tree trimmings not exceeding four feet in length and four inches in diameter may be placed at the curbside for residential pick-up. (Length limitation does not apply to palm fronds).
- 5.18 Industrial Waste – Any non-hazardous solid waste accumulations of metal, metal products, minerals, chemicals, rocks, building rubble, cement, asphalt, tar, oil, grease, crockery, rubber, rubber tires, bottle, cans, lumber, sawdust, waste from animal packing or slaughter houses and other materials which may be created by an industrial, construction, or manufacturing operation.
- 5.19 Multiple Dwelling Units – Any building containing two (2) but not more than four (4) permanent living units, not including motels and hotels. Buildings containing over four (4) living units are classified as commercial accounts unless service of a different nature is approved by the City Manager or his/her designee.
- 5.20 Proposer – Any person, firm, corporation, organization or agency submitting proposals for the work proposed or his duly authorized representative.
- 5.21 Rear Yard/Backdoor - Any physical location for the placement of refuse accumulations intended for residential service collection and disposal on the customer's property that is not "curbside".
- 5.22 Recoverable Materials – Any material, which can be collected from customers and processed by a recycling facility for resale and effective reuse of the material.
- 5.23 Recycling Materials or Recyclables – Any material to be collected by the Contractor for the purposes of recycling at a City approved and identified recycling facility. Recycling materials include but shall not be limited to: newspaper, glass containers, aluminum cans and foil, steel cans, plastic, cardboard, magazines, phone books, Kraft bags or others as they may be identified by the City.

- 5.24 Refrigerant White Goods – Large, metal household appliances, which contain or may release refrigerants, including but not limited to refrigerators, freezers, air-conditioners, dehumidifiers, etc.
- 5.25 Refuse – Both rubbish and garbage or a combination or mixture of rubbish and garbage, including paper, glass, metal and other discarded matter, excluding recyclable materials.
- 5.26 Refuge Regulations – Regulations and ordinances prescribed by the City of Sanibel together with such administrative rules, regulations and procedures as may be established for the purpose of carrying out or making effective the provision of this agreement.
- 5.27 Residential Collection Service – The refuse collection service provided to persons occupying residential dwelling units with the designated area, who are not receiving commercial service.
- 5.28 Sludge – Any solid or semi-solid or liquid generated from any water or waste water treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or any such waste having similar characteristics or effect.
- 5.29 Solid Waste – Solid waste means any garbage, rubbish, industrial waste, horticultural waste, extraordinary waste or other semi-solid material resulting from domestic, commercial, industrial, agricultural, or governmental operations including refuse and special waste, excluding hazardous waste, sludge, asphalt, tar, oil and grease, and excluding any hazardous substance as set forth in 40 CFR Part 261.
- 5.30 Solid Waste Disposal Facility – Any solid waste management facility, which is the final destination for solid waste.
- 5.31 Special Service – Any collection or disposal service provided which exceeds the uniform level of service provided under commercial or residential service systems and for which a special charge is applied.
- 5.32 Uniform Level of Service – Any and all garbage and trash, either commercial or residential, which conforms to the preparation and storage requirements of the Agreement.
- 5.33 Unsanitary Nuisance – The commission of any act or the keeping, maintaining, propagation, existence or the permission of anything by an individual, municipally, organization, corporation, or other legal entity by which health or life may be threatened or impaired or by which directly or indirectly disease may be caused. The following conditions defined as nuisances injurious to health include: treated and improperly treated human waste, garbage, offal, dead animals or dangerous waste materials from manufacturing processes harmful to human or animal life and are pollutant gases and noisome odors which are harmful to health, or to human and animal life: also the creation, maintenance or causing of any condition capable of breeding flies, mosquitoes, or other arthropods and rodents capable of physical harm and transmitting diseases directly or indirectly to humans.
- 5.34 White Goods – Includes discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other small domestic and commercial large appliances.
6. **INTERPRETATIONS:** All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Proposal deadline; Failure to do so, on the part of the Proposer, WILL CONSTITUTE AN ACCEPTANCE BY THE PROPOSER of any subsequent decision.

All questions about the meaning or intent of this document shall be submitted to the City in writing to the attention of the Public Works Director at least ten (10) days prior to the proposal deadline. Replies will be prepared by the City for issuance by the City. Addenda will be mailed or delivered to all parties recorded by the City as having received the RFP documents. Questions received less than ten days prior to the date for opening of proposals will not be answered. Only questions answered by formal written

Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

7. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed in the convicted list.

8. **DEFAULT:**

8.1 **Default by Contractor:** The following circumstances shall constitute Default on the part of the Contractor:

- a) The contractor has failed or refused to comply with, or by act or omission has violated, any material term of condition of the Agreement. The Contractor persistently fails to comply with any term of conditions of the Agreement except where such failure or violation is a result of circumstance beyond the Contractor's control to through excusable neglect, and if curable, has been cured prior to the public hearing required by Section 9. For the purpose of this section, financial reasons alone shall not be considered a circumstance beyond the Contractor's control;
- b) Failure of the Contractor to pay amounts owed to the City within thirty (30) days following the date they become due and owing;
- c) The Contractor has made an assignment of this Franchise for the benefit of creditors without the consent of the City;
- d) (i) The Contractor's or the Guarantor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instructed by or against the Contractor or the Guarantor under the laws of any jurisdiction, which proceedings has not been dismissed within sixty (60) days, or (iii) any action or answer by the Contractor or the Guarantor approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the Contractor or the guarantor which shall substantially interfere with its performance hereunder; provided, however, that with respect to the Contractor only under this Section 8.1 (c), a Default on the part of the Contractor under this Section 8.1 (c) shall not be deemed to have occurred primarily by a Default on the part of the City under Section 8.2 (b) or default of the Guarantor under the Guarantee.

8.2 **Default by City:** The following circumstances shall constitute Default on the part of the City:

- a) Persistent and repeated failure of the City to perform timely any agreed obligation except the failure of the City to pay amounts owed to the Contractor within thirty (30) days following the time they become due and payable;
- b) (i) The City's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding instituted by or against the City under the laws or any jurisdiction, which proceeding has not been dismissed within sixty (60) days, or (iii) any action or answer by the City approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of the City which shall substantially interfere with the Contractor's performance.

8.3 Default Notices: Neither Party may exercise its termination rights pursuant to Section 9, as applicable, unless and until such Party shall have given the other Party written notice of its failure or refusal to perform pursuant to, as applicable, Section 8.1 (a) or (b) or 8.2(a). If a Default specified in a required Notice of Default is cured within thirty (30) days after such notice, no Default shall occur pursuant to such notice, The occurrence of a Default specified in Sections 8.1 (c) or (d) and 8.2 (b) shall not require any notice.

9. PROCEDURE FOR TERMINATION: The Franchise Agreement may be terminated in accordance with the following procedures:

- a) The City Manager shall notify the Contractor in writing of alleged violation constituting a ground for termination and give the Contractor thirty (30) days, or such other greater amount of time as the City Manager may specify, to correct such violation or to present facts and argument in refutation of the alleged violation.
- b) If the City Manager then concludes that there is a basis for termination, the Contractor shall be notified thereof.
- c) If, within the designated time, the Contractor does not remedy and/or stop the alleged violation, or present reasonable and satisfactory evidence that the alleged violation did not occur or occurred for reasons beyond the Contractor's control, the City Council, after a public hearing on thirty (30) days notice, may direct the termination of the franchise, if it determines that such action is warranted.

9.1 Termination for Labor Unrest: If personnel employed by the Contractor and performing services pursuant to the Contractor's obligations under the pursuant Agreement shall go on a labor strike or slowdown, or is a work stoppage, walkout or secondary boycott shall occur, for any reason or cause whatsoever, and such act or event effectively prevents the Contractor from performing its material obligations under the pursuant Agreement, the City may, in its sole discretion, by notice to the Contractor, terminate this Agreement immediately.

9.2 Termination by Law: If the franchise or the City's direction of Solid Waste under the Agreement becomes unenforceable, then the City or the Contractor may terminate the Agreement immediately. In the event of such termination neither the City nor the Contractor shall have any legal or equitable remedy against the other for such termination except to the extent provided in Section 9.3, except when the Contractor violates the above agreement Section 9.3 shall apply on a City termination.

9.3 Remedies: If the Contractor terminates the Agreement pursuant to Section 8.2, the Contractor shall have the right to seek legal and equitable remedies provided by law for such Default.

If the City shall terminate the Agreement pursuant to Sections 8.1 or 9.1, the City shall have the right to seek legal and equitable remedies provided law for such Default and termination right, respectively, and the City shall have the right to call the Performance Bond or Letter of Credit and shall be free to negotiate with other contractors or any other person or company for the service of the Franchise Area.

ARTICLE II – QUALIFICATION REQUIREMENTS

1. **PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at the Sanibel City Hall (McKenzie Hall), 800 Dunlop Road, Sanibel, Fl 33957 at 1:30 PM on Friday, January 7, 2005. Prospective proposers are required to attend the pre-proposal conference. Any proposer that does not attend shall be considered non-responsive and shall be unqualified to submit a proposal for this project.
2. **COPIES OF REQUEST FOR PROPOSALS:** A copy of the RFP may be obtained from the Department of Pubic Works at 750 Dunlop Road, Sanibel, Florida 33957
3. **SUBMITTAL OF PROPOSAL:** Firms shall submit an original and five (5) copies of the proposal. Proposals must be submitted by the date and time indicated on the attached Legal Notice (Exhibit A) **PROPOSALS NOT SUBMITTED BY THAT TIME WILL BE REJECTED.** The time as indicated in the clock in the Department of public works meeting room is considered the official time. Faxed or e-mailed submittals will not be accepted.

Proposals shall not be valid unless sealed in a single envelope or box marked:

PROPOSAL FOR FRANCHISE COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING, AND HORTICULTURAL MATERIALS

By mail, courier or delivered in person to the Sanibel Department of Public Works, 750 Dunlop Road, Sanibel, Florida 33957, Attn: Public Works Director Gates D. Castle

Upon submission, all proposals become the property of the City of Sanibel and are subject to public records law.

3.1 The Statement of Qualifications:

The Statement of Qualifications will be used by the City as part of the overall review of the submitted proposal. The Statement of Qualifications shall include:

- 3.1.1 A Proposal Bond or certified check or cashier's check shall be included, payable to the City of Sanibel in the dollar amount of \$100,000.00 as a guarantee to enter into and complete the Performance Bond in the amount of \$1,000,000.00 within the fifteen (15) calendar days from date of written Notice of Award. Proposer must provide a Letter of Commitment from a State of Florida licensed bonding company to provide a Performance Bond for service as a proposal. The Letter of Commitment must specifically accept the Performance Bond language stipulated by the City of Sanibel in this proposal.
- 3.1.2 The \$100,000.00 Proposal Security will be retained until Proposer has executed a Contract, whereupon the Proposal Security will be returned. The Proposal Security of other Proposers whom the city believes to have a reasonable chance of receiving the award may be retained by the City until the effective date of the Agreement, whereupon Proposal Securities furnished by such Proposers will be returned. Proposal Securities with proposals, which are not being considered, will be returned with ten (10) calendar days after the proposal opening.
- 3.1.3 An acknowledgment of receipt of any Addenda.

3.2 The Price Proposal:

The Price Proposal shall include:

- 3.2.1 A Proposal Form

3.2.2 Price Template

3.3 Any written proposals, correspondence and all records pursuant to this RFP shall be opened and made public in compliance with Florida Law.

4. **QUALIFICATION AND SELECTION PROCESS:** The City will consider qualifications and price proposals and select a potential Contractor with which it may execute an Agreement. It is the City's intent to award this contract to the Proposer who, in the sole opinion of the City, best satisfies the City's interests.

4.1 Qualification Process:

4.1.1 The City will receive all qualified proposals in response to this RFP.

4.1.2 Proposals shall be reviewed by City staff members. Staff will determine and prepare a "shortlist" of the highest ranked proposals based on the documentation submitted. The short-listing of Proposers shall be based on the staff's ability to differentiate qualifications applicable to the scope and nature of the services required by this request. Any Proposer found non-responsive and/or not meeting qualifications shall have their proposal returned.

4.1.3 Staff will base its recommendations principally on documents provided with the proposal. However, staff reserves the right to make additional inquires, interview some or all proposers, make site visits or any other action it deems necessary to fairly evaluate all proposers.

4.1.4 Staff may request that each short-listed firm make a presentation and be available for an interview. (All expenses, including travel expenses for interviews, incurred in the preparation of the proposal shall be borne by the Proposer). After presentations and interviews have been completed, the Proposers shall be rank by City Staff.

5. **ENFORCEMENT:** The City will strictly enforce all of the provisions of the resulting franchise agreement including penalty clauses for any performance problems. Franchisee shall not be allowed rate increases on the basis that their proposal rate was too low. Non-performance of franchise agreements or a request for a rate increase, either of which are attributed to the Franchisee accepting the franchise award at an insufficient rate shall result in termination of all residential and commercial collection services.

6. **QUALIFICATION REQUIREMENTS:**

To qualify for consideration, a Proposer must meet collection, delivery, customer service experience and financial requirements as outlined in the following sections:

6.1 **Experience Requirements:** Proposers shall demonstrate experience in the collection and delivery of residential and commercial horticultural, solid waste and recycling materials. The Proposer shall demonstrate the following as a minimum:

- a) Five (5) years or more experience in collection and delivery of residential and commercial horticultural, solid waste, and recycling materials with similar to or larger service areas than the City of Sanibel's franchised area. The legal description of the City of Sanibel is outlined in Exhibit B.
- b) Proposer shall have a successful record of experience with at least three (3) solid waste collection and delivery contracts of the least three (3) years duration. Each contract shall have service area greater than a combination of 15,000 single-family homes, multi-family units (mobile homes, condominiums, apartments, etc.) and commercial units for collection and delivery. This record must show the names of local governments, description of the project, dates of service and a contact person and telephone number..

- c) List five (5) reference of persons with knowledge of your contract performance with a local government.
 - 1. All reference contacts are to be available to discuss the services of your firm for their local government. If the contact person is not available within two workdays, the City may disqualify the submitted reference.
 - 2. All reference shall be local government employees in the field of Solid Waste.
 - 3. All references shall be for governmental entities and areas (city, county, township, etc.) servicing more than 15,000 customers.
- d) Proposer shall show that they have or can acquire operational and maintenance facilities within Lee County, Florida.
- e) Proposer shall describe existing fleet equipment proposed for use in the franchised service area that has the capability to collect (a) garbage; (b) yard waste; (c) recyclables and (d) special pick-ups.
- f) Proposer shall briefly describe existing recycling fleet and proposed recycling equipment for collection of recyclables from curbside for the service area. Clearly describe the types of recyclable materials being collected and delivered.
- g) Proposer shall name two local governments serviced by the Proposer where the recyclables are collected at curbside and the materials are delivered to a Recycling Facility.
- h) Proposer shall describe the customer billing and payment collection methods used for residential and commercial costumers for at least two contracts within the last five (5) years. Discuss specifically methods used to reduce delinquent payments.
- i) Proposer shall describe the customer service methods used for at least two contracts within the last five (5) years. Describe how customer complaints are dealt with.

6.2 Financial and Personnel Requirement: Properly certify all statements by the appropriate officer attesting to the accuracy and credibility of all financial information submitted. **No Proposer or franchise holder may own or have a financial interest in more than ten percent (10%) of any other bidder or franchise holder whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other business entity.**

- a) Submit an Annual Audited Certified Financial Statement or equivalent audited statement for the operation for the past two years, including a revenue/income statement.
- b) Show proof of the organization's ability to provide the required insurance for liability and property damage and Performance Payment Bond for \$1,000,000.00 (written statements and letters from insurance and bonding companies license in the State of Florida) for the franchised bid area. An Irrevocable Letter of Credit will be considered in lieu of a Performance and Payment Bond.
- c) If any surety of bonding company has ever been required to perform upon a default associated with your operation, name the surety or bonding company, date, amount of bond, and the circumstances of the default.
- d) Submit copies of the signature page of current active contracts with a similar scope with at least two entities. Discuss any contracts or agreements over \$100,000.00 in value that have been canceled or voided in the past ten years. Describe the circumstances of the canceled contract(s) and identify the city, county, township, etc., and provide a contact person in the position of senior level management fully aware of these circumstances.
- e) Provide a list of pending and resolved claims or lawsuits over \$1,000,000.00 filed against the corporation or its officers or principals, or the municipality in the past five (5) years related to

collection, delivery or disposal of solid wastes and recyclables. Provide a synopsis of the circumstances and the resolutions.

- f) Describe the corporate organization. Identify the involvement and legal relationship, as well as, the controlling or directing entity with respect to any parents, subsidiaries, partners, or joint ventures. Identify the Guarantor of the proposed contract.
- g) Submit an organizational chart demonstrating the Contractors management and supervisory staff to be assigned to the proposed franchise area. Provide a resume of key staff personnel to be assigned within Sanibel.
- h) Describe any changes in the mode of conducting business, bankruptcy proceedings, or mergers or acquisitions that may have occurred in the past five years.

6.3 Format of Qualifications Requirements: The following is to be submitted with Proposal:

- a) Letter of Intent
- b) The Proposer shall submit an Executive Summary, which does not exceed three pages.
- c) The Proposer shall submit their qualifications demonstrating compliance with Section 6 above. Qualification responses shall be separated and numbered to conform to the items in Section 6.

6.4 Qualifications of Surety Companies: In order to be acceptable to the City, a Surety company issuing Proposal Guaranty Bonds or Performance Bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

- a) All Sureties for City of Sanibel projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b) Attorney-in-Fact who sign proposal bonds or performance bonds for City projects must file with such bonds a certified copy of their Power of Attorney to sign such bond.
- c) Agents of Surety companies must list their name, address and telephone number on all bonds.
- d) The life of all bonds provided to the City shall contain a waiver of alternation to the terms of the Contract, extensions of time and /or forbearance on the part of the City.

Sureties on projects in excess of \$500,000.00 shall be rated through A.M. Best as well as meeting the below provisions:

- a) Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of proposal solicitation.
- b) Surety must be in compliance with all provisions of the Florida Insurance code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS. 31 U.S.C. 9304-9308.
- c) The Surety shall be rated as "A-" or better a to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.
- d) Surety must have fulfilled all of its obligations on all other bonds previously given to the City.
- e) Surety must have a minimum underwriting limitation of \$10,000,000.00 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

6.5 **Letter of Credit:** At the time during the life of the letter of credit, should the rating of the financial institution fall below both of the minimum rating as indicated in the Documents, or should the financial institution become insolvent, the Proposer must, within five (5) calendar dates after notification by the City:

- a) Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum rating as specified in the Documents; or
- b) Have the existing letter of credit confirmed by a financial institution with either of the minimum rating as specified in the Documents.

At the City's option, the letter of credit may be replaced by a Performance Bond in accordance with the City's existing bond policies.

6.6 **Financial Institutions / Letter of Credit:** In order to be acceptable to the City, a financial institution issuing 100% Letter of Credit, called for in this proposal document, shall meet and comply with the following minimum standards:

- a) The Letter of Credit is "clean" and "irrevocable".
- b) An exact expiration date.
- c) A specific amount of the Letter of Credit, in U.S. dollars.
- d) The method of disbursement of draws against the Letter of Credit.
- e) The street address where draws against the Letter of Credit may be made.

At time of issuance of the Letter of Credit, the financial institution must have a minimum "peer group" rating of 50 in the latest Shehunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated in the above must be confirmed by a financial institution with either of the minimum ratings indicated above.

All financial institutions, which issue or confirm any Letter of Credit, must be authorized by the Secretary of State to do business in the State of Florida and shall show proof of same upon request by City staff and agree to venue in Lee County.

In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm Letters of Credit which are in accordance with the provisions above and all subsequent sub-paragraphs, with the exception of venue in Lee County.

These actions shall be in effect until a satisfactory replacement bond or Letter of Credit is accepted by the City. The resulting Agreement shall so provide for replacement of confirmation in accordance with this policy.

7. **PROPOSAL PROTEST PROCEDURE:** Any person or firm who is affected adversely by the City's decision or intended decision may protest to the City in accordance with Exhibit C, City of Sanibel, Resolution of Bid Dispute.

8. **SIGNATURES:**

Signatures shall be required as follows:

Proposal by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by written evidence of authority to so sign). The

corporate seal must be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of incorporation must be shown below the signatures.

Non-resident corporations shall furnish to the City a duly certified copy of all requested authorizations to transact business in the State of Florida along with the proposal.

Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.

Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

All names must be typed or printed below the signatures. Proposal errors shall be handled as follows:

- 1) Where proposals have erasures or corrections, each erasure or correction must be in ink or initialed in ink by the Proposer.
- 2) In the case of unit price proposals, if an error occurs in the extension of an item, the unit price in words (as shown in the proposal) will govern.
- 3) Any blank spaces on the Proposal Form, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a proposal on the City's form may cause Proposer to be declared non-responsive.

ARTICLE III – PERFORMANCE SPECIFICATION

The purpose of these specifications is to provide a framework for accomplishing solid waste collection and recycling tasks which result in maintaining a sanitary environment for the residents of Sanibel, Florida. The specifications area presented in three sections:

- 1.0 General Specifications;
- 2.0 Residential Collection Specifications; and
- 3.0 Commercial Collection Specification.

The intent of the work is to collect all contained and uncontained solid waste meeting City requirements and recyclable materials placed for collection each day. The services will be governed by the general specifications of the Contract identified in Section 2.0 and the performance specifications related to each service component identified in Sections 2.0 and 3.0. The performance specifications are an integral part of the Request for Proposal and subsequent agreement.

1.0 GENERAL SPECIFICATIONS:

General Specifications apply to all residential and commercial collection services.

1.1 General Responsibilities of the Contractor:

The Contactor shall comply with all Federal, State and Local laws.

The Contractor shall provide mandatory residential solid waste, horticultural and recycling collection service in the service area, and shall be responsible for the billing and collection of fees for these services. The right to provide such collection and delivery services in the service area shall be exclusive to the Contractor except as provided below. Therefore, it is the intent for the Contractor to maintain residential areas within the service area in a clean condition free of unsanitary nuisances. The Contractor shall therefore provide collection of residential materials on the right-of-way within residential areas.

The Contractor shall provide mandatory commercial solid waste collection services in the service area, which shall be an exclusive right to the Contractor except as provided below. The Contractor shall also provide optional and voluntary commercial collection service for horticultural, recycling, Bulky Waste and White Goods. The Contractor shall be responsible for the billing and collection of fees for commercial collection services and disposal costs.

The franchise grant shall be deemed exclusive. No other person or entity except the Contractor may offer or provide residential solid waste, horticulture or recycling collection service or commercial solid waste collection service in the area. The City agrees to assist the Contractor in taking timely action to enforce City ordinances against any entity violating this provision. However, the City reserves the right at any time to grant an additional franchise or franchises to qualified applicants if and when the City Council shall determine that the public health and welfare would best be served by such additional franchise or franchises. In making such determination the City Council will take into consideration, at a minimum, the following:

- (a) Whether the public health, safety and welfare are adequately protected and served by the current Operator;
- (b) Whether the granting of an additional franchise will be in the City's net long-term best interest;
- (c) Whether the applicant is qualified, and is willing and able to certify that it will meet the standards under which the Operator is then providing service.

Roll-off and compactor solid waste collection services shall be exclusive to the Contract or for existing and new commercial accounts except as provided above. The Contractor may not discontinue any mandatory service to any active commercial or residential customer at any time.

1.2 Days and Time of Collection:

Scheduled dates of collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday and Saturday. No regularly scheduled collection is allowed Sunday. Residential Collection services shall be provided between the hours of 6:30 a.m. and 5:00 p.m., Monday through Saturday. Commercial Collection Services shall be provided between the hours of 7:00 a.m. and 5:00 p.m. All requests to change the days and times of collection must be submitted to the City for approval.

1.3 Holidays:

The Contractor shall provide collection services on all national holidays, except Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Years Day, or those days approved by the City for the Contractor. The Contractor shall attempt to follow a policy of one-day late collections in observation of a holiday. The Contractor shall advertise in the local community newspaper and distribute informational flyers or other means available to inform the residents of the City of the holiday schedule no earlier than one week and no later than two days before the holiday.

1.4 Spillage:

The Contractor shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During the hauling, all solid wastes, horticultural waste and recyclable material shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any alleged spillage or leakage, the Contractor shall promptly clean up all spillage and leakage at no cost to the City of Sanibel.

1.5 Hazardous Waste, Biohazardous or Biomedical Waste and Sludge:

The Contractor shall be prohibited from collecting and disposing of Hazardous Waste, Biohazardous, or Biomedical Waste, Radioactive Waste or Sludge with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection and hauling service. All such collection service and hauling service are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.6 Extraordinary Waste:

The Contractor shall not be required to collect and dispose of extraordinary waste with the collection of municipal solid waste and recyclables. The Contractor may offer separate specialized collection services. All such collection services are not regulated or exclusive under this Agreement, but if provided by the Contractor shall be in strict compliance with all federal, state and local laws and regulations.

1.7 Schedules, Routes and Literature:

The Contractor shall submit detailed route maps to the City at least thirty (30) days prior to start of the operations. The routes will show the area to be collected, the starting point for collection and the exact direction of travel and order of travel through streets and alleys to be collected. Routes shall be numbered and the days of collection specified. Whenever practical, collection days shall be the same as the present contract. The City will notify the Contractor of any required changes not less than fourteen (14) days prior to the start of services under this Agreement.

Any subsequent changes of any routing after the start of operations must be submitted to the City thirty (30) days prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Contractor. Not less than two (2) weeks prior to implementing any changes in routes or collection schedules which alters the days of collection, and the Contractor must notify each customer affected. Notice shall be made in writing to each individual customer.

The Contractor shall provided mailing lists or labels or shall agree to distribute literature provided by the City to all customers not less than once per year.

1.8 Manner of Collection:

The Contractor shall collect solid waste materials, horticultural waste and recyclables with as little disturbance as possible and shall leave the container and cover at the same point it was collected. The Contractor shall exercise all reasonable care and diligence in the collection process. Every effort must be made to prevent spilling, scattering or dropping materials during the collection process. However, in the event that material is spilled, scattered or dropped, the operator shall immediately clean up the material, place it in the container and dump the container. Containers must be replaced in an upright position. If the container falls over, the operator must immediately reset the container.

The Contractor acknowledges that waste collection points on rights-of-way are frequently co-located with other utility easements. Therefore, particular attention must be given to the location of water meters, transformers, guy wires, utility poles and irrigation structures. Authorization to use the easement does not abrogate the Contractor's responsibility to exercise caution in relationship to the property of other authorized users.

1.9 Collection Equipment:

The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the City, a list of the equipment to be used by the Contractor to provide services relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment approved by the City, and all equipment shall be kept in good repair, appearance, and in sanitary, clean condition at all times (i.e., washed at least once per week). Recycling collection equipment shall be multiple compartment equipment (one compartment for each collected recyclable material). Recycling collection vehicles shall be used separately from other solid waste collection vehicles and shall be designed to minimize glass breakage. All trucks and equipment must be approved by the City and must be compatible for unloading at the Recycling Facility and the Waste to Energy Plant. Equipment utilized for the collection of recycling materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment used shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

The Contractor's vehicles, roll-offs, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment. Letters and numbers shall be at least six (6) inches high and of proportionate width. This identification shall be affixed to each vehicle and piece of equipment. The Contractor shall provide the City a list of equipment used in the service area, including equipment number. All vehicles must be kept clean (i.e. washed at least once per week), in sanitary condition, good repair and meet community standards of appearance at all times. The City shall be the sole judge of community standards of appearance. At a minimum, all compactors, dumpsters and other Contractor owned containers are to be cleaned (washed) and sanitized at least twice annually. The noise level for the collection vehicles during the stationary compaction process shall not exceed the limits defined in the City's noise ordinance. All vehicles, containers (except roll-offs), transfer trailers, etc. must have enclosed tops.

1.10 Public Information Program:

It shall be the Contractor's responsibility to provide written information to those customers who do not prepare or set out their solid wastes or recyclable materials as specified within this contract. It shall also be the Contractor's responsibility to distribute written public information from the City to the customers at least once per year if requested. All information related to the solid waste services shall be approved by the City prior to the preparation of the documents for distribution. No information regardless of the source shall be provided to the customers without the prior approval of the City.

1.11 Franchise Fee:

To compensate the City of Sanibel for the right of exclusive collection service and the cost of administration, supervision and inspection rendered for the effective performance of this Agreement, the Contractor shall pay to the City of Sanibel a percentage fee on all gross revenues charged arising out of any services or operations covered by this agreement conducted in the service area. Franchise fees shall be payable within thirty (30) days of the last day of each month. A late charge of the monies due for the franchise fee may be assessed on the monies due. See pricing template for percentage fee options.

1.12 Contractor Personnel:

- 1.12.1 The Contractor shall assign a qualified person or persons to be in charge of the operations within the service area and shall give the name(s) of the person(s) to the City.
- 1.12.2 The Contractor's solid waste and recyclable collection employees shall wear a uniform, including a shirt bearing the company's name during operations.
- 1.12.3 Each driver of a collection vehicle shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.
- 1.12.4 The Contractor shall provide operating and safety training for all personnel.
- 1.12.5 The Contractor's employees shall treat customers in a polite and courteous manner.

1.13 Office and Equipment Yard:

The Contractor shall maintain an office within Lee County where requests for service and complaints shall be received. The office shall be established no later than September 1, 2005. It shall be equipped with sufficient telephones and shall have responsible persons in charge during collection hours and shall be open during normal business hours: 8:00 a.m. To 5:00 p.m., Monday through Friday. The Contractor shall provide an answering machine during non-office hours for customer requests. Questions shall be responded to no later than the following business day. The Contractor shall provide a contact person for the City to reach during all non-office hours. The contract person must have the ability to direct immediate Contractor action for City requests in emergency situations requiring immediate attention. An Equipment Yard must be established within Lee County prior to the commencement of operations under this contract. Equipment Yard means a real property location that shall be utilized by the Contractor for the storage and keeping of all equipment needed by the Contractor to provide all services under this Agreement in the service area. Office location and equipment yard shall be maintained in a clean condition and meet community standards of appearance.

1.14 Complaints:

The goal of this operation is to maximize complaints by requiring the Contractor to resolve all problems as soon as possible. For example, each missed garbage/recycling collection must be picked-up on the same day it is missed. All complaints related to collection services received by the City shall be directed to the Contractor for resolution. The City may issue a "Request for Action" to the Contractor with a reference number. The Contractor shall make contact with the complainant within one workday. The complaint must be resolved within one workday after it is received by the Contractor. When the complaint has been resolved, the Contractor shall forward a memorandum to the City with the reference number with a brief explanation of the resolution. When the complaint cannot be resolved within two work days, interim explanations will be forwarded to the City until resolved. In the event the complaint cannot be resolved, the City shall resolve the problem, which may include charging the Contractor for any/all costs.

The contractor shall provide the City with a full written explanation of the disposition of any complaint involving a claim of damage to private or public property as a result of actions of the Contractor's employees, agent, or sub-contractors.

1.15 Public Welfare:

The City shall have the power to make changes in or to impose new and reasonable rules and regulations on the Contractor under this Agreement relative to the method of collection and disposal of Garbage, Trash, Bulky Trash, Horticultural Waste or Recyclable Materials as shall from time to time be necessary and desirable for the public welfare provided, however, that any such rule or regulation shall be delivered to and accepted for by an officer thereof. The City shall give the Contractor reasonable notice of any proposed change and an opportunity to be heard concerning those matters. The method of collection and disposal of solid waste and recyclables set out herein shall also be interpreted to include, but not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. The Contractor shall be reasonable and appropriately compensated as determined by negotiation and Agreement between the City and the Contractor for any additional services or other obligations required of the Contractor due to any modification in the Agreement. Likewise, the Contractor shall reduce its price if services are reduced.

1.16 Access and Audits:

The Contractor shall maintain within Lee County adequate records of the solid waste collection and/or recycling services during the fiscal year and for one year following the end of each fiscal year of the Contract. The City shall have the right to review all records maintained by the Contractor during normal business hours upon twenty-four (24) hours notice.

The Contractor shall provide the City a Certified Audited Revenue Financial Statement representing the financial results of operations. The report must include the opinion of a Florida Certified Public Accountant, who has conducted an audit of the Contractor's books and records in accordance with generally accepted accounting standards which include tests and other procedures necessary, that the Revenue Financial Statements are fairly presented, in all material aspects, in conformity with generally accepted accounting procedures. The annual audit format must be approved by the City. The annual audit shall be delivered to the City within one hundred and twenty (120) days of the twelve (12) month period ending the Contractor's fiscal year.

No rate adjustments of any type will be granted to the Contractor unless all required audits and cost statements have been filed in a timely manner.

1.17 Compliance with Laws:

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws.

1.18 Rate Adjustments:

The Contractor shall not be allowed rate increases on the basis that the Contractor bid too low or agreed to do the work for a lower price. Non-performance of the Franchise Agreement or a request for rate increase, either of which are attributed to the contractor accepting the franchise award at an insufficient rate, shall result in termination of the Franchise Agreement and forfeiture of associated performance bonds.

1.19 Permits and Licenses:

The Contractor shall obtain, at their own expense, all permits and licenses required by law or ordinances and maintain the same in full force and effect. Any changes of the licenses or permits shall be reported to the City within ten (10) working days of the change. These shall include, but not be limited to, occupational licenses, certificates of occupancy, vehicle licenses, and waste tire licenses.

1.20 Title to Waste:

The City shall at all times, hold title and ownership to all commercial or residential solid waste, horticultural waste, trash, recyclable materials and all other waste collected by the Contractor pursuant

to this Agreement. The Contractor shall have no right to take, keep, process, alter, remove or otherwise dispose of any such materials without specific written authorization from the City.

The Contractor agrees to transport and deliver all such materials to the locations and facilities designated by the City.

1.21 Filing of Requested Information and Documents:

In addition to any other requirements of this Agreement, the Contractor shall be required to file pertinent statistical and aggregated cost information pertaining to solid waste, horticultural and recycling collection services that is requested by the City to comply with the provisions of (Section 403, F.S.) as amended, and any other pertinent laws and regulations. The results of all collection activity conducted by the Contractor in the service area during each month, whether residential or commercial, shall be reported accurately to the City, in a format and with such dates as specified by the City, on or before the 10th day of the following month.

The Contractor shall file and keep current with the City all documents and reports required by the Agreement. By September 1 of each year the Agreement is in effect, the Contractor shall ensure and certify to the City that all required documents such as, but not limited to, certificates of insurance, audits, performance bonds or letters of credit, route schedules and maps, driver license certifications, and lists of connection equipment vehicles, are current and on file with the City.

1.22 Worker's Compensation and Liability Insurance:

Worker's Compensation Coverage must be maintained in accordance with statutory requirements as well as Employer's Liability Coverage in an amount not less than \$1,000,000.00, Commercial General Liability Coverage in an amount not less than \$2,500,000.00, and Commercial Automobile Liability in an amount not less than \$5,000,000.00.

1.23 Performance Bond:

The Contractor shall furnish to the City a performance bond executed by a surety company licensed to do business in the State of Florida and/or a clean irrevocable letter of credit issued by a bank within Lee County to ensure the faithful performance of this Agreement and all obligations arising hereunder in the amount of \$1,000,000.00. The clean irrevocable letter of credit or bond provided hereunder, each may be substituted for the other upon approval by the City. The form of this bond or letter of credit, and the surety company, shall be accepted by the City Attorney and the City and shall be maintained during the term of this Agreement. The bond(s) shall be endorsed to the City of Sanibel, a political subdivision of the State of Florida and shall provide that bonds shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the City. Current performance bonds evidencing required coverage must be on file at all times.

1.24 Assignment and Subletting:

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. The City shall have full discretion to approve or deny, with or without cause. Any proposed assignment of this Agreement made by the Contractor without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Contractor shall cease, and City shall have the right to call the performance bond and shall be free to negotiate with other contractors or any other person or company for the service of the franchise area which is the subject of this Agreement. In the event of any assignment, assignee shall fully assume all liabilities of the Contractor.

For purposes of assignment and subletting, a parent subsidiary or holding company shall mean any person, corporation or company holding, owning or in control or more than 10% stock or financial interest of another person, corporation or company.

1.25 Solid Waste Disposal Cost:

Collection service costs and solid waste disposal costs shall be treated separately for the solid waste collection services being provided. Residential disposal costs will be part of the quarterly charge billed by the Contractor and paid by the residential customer. Commercial disposal costs will be part of the service charge billed by the Contractor and paid by the commercial customer. The City shall establish the tonnage at which both commercial and residential accounts will be charged. The Contractor will charge disposal costs accordingly, and will not be liable to the City for any overage collected. Likewise, the City shall not be obligated to the Contractor for any loss incurred in disposal costs. All residential waste shall remain separated from commercial waste at transfer stations and in vehicles until after that waste has been weighed and categorized.

1.26 Hurricanes and Other Natural Disasters:

In the event of any natural emergency, i.e., hurricane, tornado, severe storm, etc., officially declared by the City Council or their designee which directly disrupts the collection service of solid waste in Sanibel, the City Manager may grant the Franchise Contractor a variance from regular routes and schedules. The Franchise Contractor agrees to do all work as required by the City Manager or his/her designee, both within and outside of the City Service Area.

All equipment and personnel of the Contractor shall be available to the City in the event of a disaster; provided however, that if the Contractor provides service to other jurisdictions affected by the same disaster, the Contractor shall use its best efforts to equally assist all affected jurisdictions, including the City of Sanibel.

In the event the City Manager requires services beyond what is required of Contractor, pursuant to Contractor's franchise agreement, considering any reduction of additional regular service during such disaster, the Contractor shall receive compensation above the normal compensation, to cover documented actual costs and reasonable profit for such extra services actually provided by the Contractor, and provided the Contractor has first secured authorization and approval from the City Manager or designee. This additional compensation shall be reasonable in amount. This additional compensation may include pass through disposal costs for tonnage demonstrated to be clearly in excess of historical seasonal averages due to the emergency. Contractor agrees to provide the emergency services immediately upon request, and the fact that the extra compensation has not been finally determined shall not delay the provision of the service.

Further, the City Manager may authorize other service providers to temporarily provide Solid Waste Collection Service within the City limits after such natural disaster, if the Contractor is not providing such service.

As soon as practicable after such natural disaster, the Contractor shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed. The City Manager shall make an effort through the local news media to inform the public when regular services may be resumed. As needed, the City will review the City of Sanibel Emergency Management Plan to coordinate the activities of the Contractor in the event of a natural disaster.

On April 1 of every year, the Contractor is required to provide a Disaster Preparedness Plan to the City Manager for review and approval. The Plan shall detail those actions which the Contractor will take to deal with emergency situations such as fire, lightning strike or natural disaster which would require a deviation from normal operating procedures. The plan shall also include emergency phone numbers for the key staff of the Contractor both local and corporate or regional headquarters. The Plan shall also include provisions for additional personnel and equipment and will establish a reasonable, verifiable rate for collection in the event of a natural disaster. The Contractor shall update the disaster plan by April 30 on each year of the term of the Agreement for the City's review and approval. In addition, the Contractor shall submit with the plan a price list for emergency labor and equipment.

1.27 Quality of Performance of the Contractor:

It is the intent of this Agreement to ensure that the Contractor provides a quality level of solid waste, horticultural and recycling collection services. To this end, all complaints received by the City and reported to the Contractor shall promptly be resolved pursuant to the provision of this Agreement. If the Contractor fails to resolve complaints, the City shall assess the administrative charges described below:

For the purpose of this Section, the City may deduct any charges from payments due or to become due to the Contractor. The City may assess charges pursuant to this Section on a monthly basis in connection with the Agreement and shall at the end of each month during the term of this Agreement notify the Contractor in writing of the administrative charges assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, it shall, within five (5) days after receiving such notice, request in writing an opportunity to be heard by the City and present its defense to such assessment.

The City shall notify the Contractor in writing of any action taken with respect to Contractor's claims and the decision of the City will be final.

1.27.1 The City shall levy \$100 to \$250 per incident administrative charges for those actions related to service as listed within this Agreement that require an investigation of unresolved or repetitive incident with the findings of negligence on the part of the Contractor and/or failure to provide administrative information, including:

1. Failure to provide document and reports as requires.
2. Failure to provide a schedule and route maps as required.

1.27.2 The City shall levy \$250 to \$1,500 per incident depending on the severity of the incident and negligence, including but not limited to the following:

1. Commingling solid waste with white goods, horticultural waste and/or recyclable materials.
2. Failure to clean-up spillage.
3. Failure to distribute materials to the customer(s) as specified by the City.
4. Failure to notify the customers as required.
5. Failure to complete a route on the regular scheduled collection day.
6. Failure to remove solid waste from customers' right-of-way.

1.27.3 Failure to deliver any commercial or residential solid waste, horticultural waste or recyclable materials to a designated facility will result in the following penalties:

1. First offense, \$2,500.00
2. Second offense, \$10,000.00
3. Third offense, loss of franchise

1.28 Rate Adjustments:

The City shall review the franchised rates and charges when requested by the Contractor no more than once per year. The Contractor's request shall contain substantial proof and justification, as determined by the City, to support the need for any rate adjustment. The City may request from the Contractor, and the Contractor shall provide, further information as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request. All rates for refuse collection shall be established by resolution annually, prior to October 1, after due public notice and a public hearing. The resolution so adopted shall establish the rates for all residential and commercial collection services for the upcoming fiscal year. The City reserves the sole right to approve or deny any request for rate adjustments. In any case, rates may not be increased more than any increase in disposal charges for the disposal charge portion of the rate, or than the Consumer Price Index for the collection charge portion of the rate.

1.29 Transition Plan:

At least sixty (60) days prior to the implementation of this Agreement, the Contractor shall submit a transition plan to the City Manager. Specific performance requirements during the transition period included but are not limited to the following:

- 1.29.1 Develop a routing map for all residential and commercial routes
- 1.29.2 Train all supervisors and drivers on all routes by driving routes with collection vehicles to be used when franchise is implemented.
- 1.29.3 Develop information/education program necessary to communicate proposed/planned collection and route changes anticipated for the customers. The Contractor shall provide at least two (2) written notices to each customer approximately forty-five (45) and fifteen (15) days prior to operation, as well as local newspaper announcements.
- 1.29.4 Communicate all collection and fee changes with commercial customers.
- 1.29.5 Develop phasing plan in cooperation with existing franchise Contractor to replace commercial containers, vehicles and personnel in a manner approved by the City. Phasing is to be completed prior to October 1, 2005.

1.30 Delivery/Disposal:

The City shall make all decisions regarding where solid waste, horticultural debris and recyclable materials are delivered. The Contractor will be required to deliver these materials to the City's designated disposal site as required by the City Manager.

All routing, collection scheduling, equipment and personnel are to be planned and priced in the pricing proposal based on delivery/disposal at the following existing sites and in accordance with County laws:

- Lee County Resource Recovery Facility – Processible Solid Waste and Construction and Demolition Debris;
- Gulf Coast Landfill – Non-Processible Construction and Demolition Debris
- Horticultural Processing Site to be identified.
- Recyclable Materials Processing Site to be identified.

Contractor may be compensated for changes in designated disposal sites, which significantly change the average travel distance from the service area.

1.31 Reduction in Service:

The City may at its sole option, with or without cause, eliminate types and/or frequency of service. In such instances, the Contractor shall cooperate fully with the City in communicating said changes to customers. If services are reduced, the City will compensate the Contractor for costs associated with reduction in services, but the Contractor will not receive the compensation for services that are not delivered nor shall the Contractor receive profit, of any type, from lost service. The Contractor shall reduce their fees in accordance with the reduce services.

1.32 Causeway Weight Restrictions:

Contractor will need to comply with the weight restrictions in effect for the Sanibel Causeway. The pricing proposal will reflect charges necessary to comply with the restrictions in place at the time of the proposal due date. If the weight restrictions are modified or lifted during the term of the contract, revised prices will be negotiated between the Contractor and the City. The Contractor needs to contract the Lee County D.O.T. at 332-2852 for the specifics of the weight restriction.

2.0 RESIDENTIAL COLLECTION SPECIFICATIONS

2.1 General Specifications:

2.1.1 Residential Collection System

The Contractor will provide "1-1-1" Residential Collection Service for one (1) to four (4) unit residential dwellings. Currently, there are approximately 3,300 active residential accounts within the City. "1-1-1" Residential Collection Service includes the following services which are described further within Section 2.0.:

- (a) One (1) unlimited quantity garbage collection each week;
- (b) One (1) unlimited quantity collection each week of commingled recyclables, to be curb sorted by Contractor;
- (c) One (1) unlimited quantity collection of horticultural waste per week, containerized or bundled and weighing less than fifty (50) pounds;
- (d) Pick-up of residential tires with garbage collection;
- (e) Bulky waste to be picked-up with garbage collection; and
- (f) Special pick-up of other bulky waste and white goods to be arranged separately.

2.1.2 Additional Collection Services

If the customer requests, the Contractor may provide additional collection services for collection of solid waste such as collecting from a dwelling's back door, collecting twice per week, collecting unbundled horticulture waste, opening doors or gates for access, etc. The specific arrangements for additional collection services are to be determined between the customer and the Contractor, and associated charges are to be approved by the City. These services shall be billed directly to the customer by the Contractor.

2.1.3 Obligation for Billing, Collection and Payments

The Contractor shall be responsible for the billing and collection for all units included in the mandatory residential solid waste, horticultural and recycling collection services programs. Payments for residential solid waste collection shall be made by the customer directly to the Contractor. The City may decide to bill for residential solid waste collection services through the County.

The rates charged by the Contractor shall be based on this proposal and as subsequently approved by the City. All charges and payments shall also include disposal costs.

2.1.4 Accessibility for Collection

All garbage, horticultural wastes and recyclables to be collected shall be in a Can (or an acceptable container type described herein) and shall be placed within the closest accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. The Contractor must collect as many garbage cans, bags or bundles as the customer sets out. If a dwelling unit is located in such a manner as to provide non-accessibility to the Contractor's crew or vehicle, an alternative location will be arranged between the customer and the Contractor. When garbage, horticultural wastes and recyclables cannot be placed at curbside, the Cans, bags or bundles will be placed in a location mutually agreed upon that will provide safe and efficient accessibility to the Contractor's collection crew and vehicle. In the cases described above or when there are obstacles to accessibility, the customer shall not be charged an extra cost for collection services. In the event an appropriate location cannot be agreed upon, the City shall designate the location for collection. The contractor shall not receive special payment for this service.

As needed the City will reconfirm the need for the special service. However, if the Contractor has reason to believe the service is no longer required, the Contractor shall notify the City. The City will notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

2.2 Residential Garbage Collection:

2.2.1 Conditions and Frequency of Service

The Contractor shall provide residential garbage collection to all dwelling units receiving residential solid waste collection. This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.2.2 Containers

Cans shall normally be furnished by the residents receiving residential garbage collection. Any steel, plastic, aluminum, or galvanized receptacle which complies with the American National Safety Institute's (A.N.S.I.) safety requirements for refuse bins and which is of the design that allows for easy lifting and of not more than thirty-five (35) gallons capacity shall be considered a "container" for the purposes of residential garbage collection. The receptacles shall have tight fitting lids. Plastic bags of heavy mil construction are also considered to be "containers" for the purpose of residential garbage collection.

2.3 Residential Recycling Collection:

2.3.1 Conditions and Frequency of Service

The Contractor shall provide residential recycling collection to all dwelling units receiving residential solid waste collection.

This service shall be provided once every week on the current scheduled day or every seven (7) days, as otherwise approved by the City, on a scheduled route basis.

2.3.2 Recycling Materials Collection

The Contractor shall collect commingled recyclables from the recycling container. Replace the recycling container at the same location, separate the commingled recyclables pursuant to City instruction, and place non-recyclables back in the customer's container along with a written notice.

2.3.3 Distributing of Recycling Containers for Residential Dwelling Units:

Recycling bins will be provided by the City. The containers will be supplied to the Contractor for distribution to new residents and to replace the original ones that were stolen, lost or damaged by the occupant of a dwelling unit. The Contractor shall promptly deliver (within one week or seven (7) days) replacement containers, damaged by its employees, or when notified by the City, or the occupant of a dwelling unit where a container is stolen, damaged or missing. Additional containers shall be distributed to customers using plastic bags or unsuitable containers for recycling. The title to these containers shall be vested with the City of Sanibel.

2.3.4 Other Acceptable Containers

Customers may use their own or additional recycling containers as long as they are similar and suitable for the service (e.g., cardboard boxes, Kraft bags). Plastic bags should be discouraged through public education and distribution of proper recycling containers.

2.3.5 Reports

- a) The Contractor shall provide a quarterly report to the City on the number of original recycling containers delivered to new residents and the number of replacements.
- b) The Contractor shall provide monthly reports to the City on recycling participation, set outs and tonnage.

2.3.6 Method of Payment

The Contractor shall be responsible for the billing and collection of payments for residential recycling collection services. All payments for residential services will be paid by the Customer. The City may decide to bill for residential solid waste collection services through the County.

2.3.7 Change in Scope of Recycling Collection Service

From time to time, at the sole option of the City, it may be necessary to modify the scope of recyclable materials that will be included in recycling collection service. Should this occur, the City and the Contractor agree to enter into good faith negotiations to amend this Agreement to reflect the impact of any such modification.

2.3.8 Recycling Facility

The Contractor shall deliver all recyclable materials collected on Sanibel to the facility or facilities designated, in writing, by the City. All of the proceeds from the sale of the recycled commodities at the recycling facility will be remitted to the City by the recycling facility.

2.4 Residential Horticultural Waste Collection (Horticultural Waste, Yard Waste):

2.4.1 Conditions and Frequency of Service

The Contractor shall provide residential horticultural waste collection for all dwelling units receiving residential solid waste collection.

Horticultural waste will be separated from residential solid waste. Residential horticultural waste collection shall be provided once every week or every seven (7) days unless otherwise specified by the City, in a scheduled route basis. Palm fronds (leaves) are to be picked-up with horticultural waste as observed or reported and disposed of with horticultural waste. Single loose pan fronds, limbs less than fifty (50) pounds are to be picked-up with horticultural waste.

2.4.2 Containers

All horticultural waste shall be collected separately from solid waste and recyclable materials. All grass clippings, leaves, pine needles or other similar loose waste, which are bagged or containerized, shall be collected. Otherwise, horticultural waste which is not more than four (4) feet in length and under fifty (50) pounds per container and placed neatly at the curb in containers, plastic bags, tied bundles or safely handled pieces, shall be collected. Following the Christmas holiday season, used Christmas trees may also be set out and shall be collected by the Contractor.

2.4.3 Horticultural Waste Disposal Location

The Contractor shall make all decisions regarding where the horticultural waste is delivered.

2.4.4 Non-Compliance Horticultural Waste at the Right-of-Way (Curbside)

When horticultural waste is not prepared properly for collection, the Contractor shall provide written notification to the occupants of the residence to inform them of the problem(s) as to why the pile was not collected and provide them the information as to how to prepare their materials for collection. The initial contact could be by the collection crew leaving a written notice. If the resident does not respond after the initial contact, a second contact must be made by the Supervisors (mail, telephone, or visit). After the second contact and no intent has been made to comply, the Contractor shall notify the City, listing the location(s) that does not meet the requirements for regular collections. This information will be used by the City to make contact with the resident.

2.5 Residential Bulky Waste Collection:

2.5.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of bulky waste to any residential customer. The bulky waste shall be picked-up with normal garbage or by a special pick-up at no additional cost.

2.5.2 Accessibility for Bulky Waste Collection

Bulky waste shall be placed by the customer within six (6) feet of curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the contractor's collection crew and vehicle. Bulky waste can be of unlimited quantity, size or weight, however, it should be disassembled and bundled where possible.

2.5.3 Acceptable Materials

Acceptable bulky waste materials shall include oversize household solid waste, except white goods, including but not limited to: furniture mattresses, televisions, carpet, and incidental building materials from household activities not requiring a building permit. Bulky waste may not include automotive vehicles or boats, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be provided at no extra charge, and shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

2.5.4 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility).

2.5.5 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

2.6 Residential White Goods Collection:

2.6.1 Conditions and Frequency of Service

The Contractor shall provide pick-up of white goods to any residential customer. The white goods shall be picked-up by a special pick-up at no additional cost.

2.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb, paved surface of the public road, closet accessible public right-of-way, or other location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

2.6.3. Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The white goods that contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines. The Contractor shall notify the City of the recycling/disposal location used.

2.6.4 Method of Payment

The collection of unlimited bulky waste shall be provided at no extra charge to the customer.

3.0 COMMERCIAL COLLECTION SPECIFICATIONS:

This section details the performance specifications for the collection of solid waste, horticultural debris and recyclables from commercial facilities, businesses and five (5) plus unit multi-family dwellings (i.e., receiving Multi-family Commercial Services as defined in Section 1.0). Properties subject to these specifications and hereafter referred to as "commercial entities" include hotels, motels, parks containing trailers and recreational vehicles, commercial (wholesale/retail), manufacturing, industrial and instructional enterprises of all types licensed to do business in the City of Sanibel, Florida. Commercial properties shall include all properties not listed under Section 2.0 above, including five (5) plus unit multi-family dwellings.

3.1 Multi-family Residential Service:

The Contractor shall provide Multi-family Commercial Can or Container Service to all five (5) plus multi-family dwellings as part of the Commercial Collections. Billing and payments for Multi-family Commercial Service shall be in accordance with commercial methods of payments, Section 3.2.5.

3.1.1 Multi-family Residential Can Service

The Contractor shall provide once a week Multi-family Commercial Can Garbage Collection Service and offer commercial recycling collection service, commercial horticultural collection service and commercial bulky waste collection service to Multi-family Commercial Customers selecting Can service. This service shall be the same as Residential Can, Solid Waste Collection Service (See Performance Specification: Section 2.0). Billing of all services shall be included together.

3.1.2 Multi-family Residential Container Service

The Contractor shall provide Commercial Garbage Collection and offer commercial recycling collection service, commercial horticultural waste collection and commercial bulky waste collection to Multi-family Commercial Customers selecting Container service. Commercial Recycling Collection service for Multi-family residents shall include collection of commingled recyclables, which will be source separated by the Contractor and delivered to the recycling facility as directed by the City. Recycling materials shall be, at a minimum, the same as residential collection. Proceeds from the sale of the recyclable materials at the recycling facility

will be remitted to the City by the recycling facility. A price to provide mandatory Multi-family recycling is included as an option on the pricing proposal.

3.2 Commercial Garbage Collection:

3.2.1 Conditions and Frequency of Service

The Contractor shall provide commercial garbage collection and disposal to all commercial properties in the service area.

The service shall be provided at a minimum of once every week or every seven (7) days, unless otherwise specified by the City, on a scheduled route basis.

3.2.2 Containers

The commercial collection container shall be of a type that can be serviced by the Contractor's collection equipment. The customer may either purchase the commercial collection container from a source or rent such container from the Contractor at the rental rate included in the proposal. The storage capacity of the container shall be suitable for the amount of garbage generated by the customer and shall provide that no garbage needs to be placed outside of the container based on the collection frequency agreed to by the Contractor and the customer. Customers may change container size as needed or by season. If the customer utilizes a Can, the container must have a maximum capacity of thirty-five (35) gallons and a minimum of one Can may be used by the Commercial customer. The customer may choose to use a compactor, from any source, provided that the compactor can be serviced by the Contractor's collection equipment. Commercial collection containers and compactors shall be maintained in a serviceable, safe, and sanitary condition by the owner of the container or compactor. However, damage caused by the Contractor to a customer owned container or compactor shall be repaired at the expense of the Contractor.

3.2.3 Solid Waste Disposal Location

The City shall make all decisions regarding where the solid waste is delivered. All franchised haulers are required to deliver solid waste to the City's designated disposal site as required by the City Manager. The designated disposal sites for solid waste include the Gulf Coast Landfill for non-processible construction and demolition materials and horticultural wastes.

3.2.4 Reports

The Contractor shall deliver quarterly reports to the City identifying the number of customers, location and container size(s), number of pick-ups and fees. The Contractor shall also provide route maps for all commercial collections.

3.2.5 Method of Payment

Payments for commercial solid waste collection shall be made by the customer directly to the Contractor. The customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in this proposal for commercial solid waste collection. If the Contractor stops service, the container shall be pulled within seventy-two (72) hours (if owned by the Contractor) and the City shall be notified. All charges and payments shall include disposal costs.

3.2.6 Solid Waste Disposal Cost

The Contractor shall keep residential and commercial waste separate for purposes of disposal. The Contractor shall pay for all commercial waste disposals separately from residential in accordance with Section 1.25. Commercial disposal costs will be part of the service charge

billed by the Contractor and paid by the commercial customer. The Contractor shall pay for all solid waste disposal costs incurred for disposing of commercial solid waste at the designated disposal facilities. All commercial waste shall remain separated from residential waste in transfer stations and collection vehicles until after it has been weighed and categorized at an approved scale facility.

3.3 Commercial Recycling Collection Service:

The Contractor shall offer Commercial Recycling Collection Service to Customers selecting this service.

This Agreement does not exclude other private enterprises from conducting commercial recycling collection service in the service area. The Contractor shall not interfere with other private commercial recycling haulers providing recycling services to customers in the service area.

Vehicles and containers used by the Contractor for commercial business recycling shall be clearly designated and labeled separately from equipment used for commercial solid waste collections.

3.3.1 Conditions and Frequency of Service

Collection of recyclables from commercial entities is optional and may be established based on the special needs of the commercial customer. Within thirty (30) days of a commercial customer request, the Contractor is to review the container size and service needed or desired by the recycling customers.

3.3.2 Recycling Materials Collection

The Contractor shall provide solid waste collection for commercial customer including collection of recyclable materials. The franchise will grant to the Contractor the non-exclusive right and obligation to provide for the collection, transportation and processing of recovered materials at commercial establishments. The City reserves the right to require or not to require that recovered materials generate at commercial establishments be source separated at the premises of the commercial establishment. Proceeds from the sale of recyclable or recovered materials under this section shall belong to the Contractor, subject to the franchise fee.

3.3.3 Reports

The Contractor shall deliver monthly reports to the City identifying the number of customers, location, types and quantities of recycled materials collected and where they were delivered. The Contractor shall conduct an annual survey and prepare a report for the City, concerning all commercial customers. The survey shall establish the recycling participation, types of materials and quantities of materials.

3.3.4 Method of Payment

Payments for commercial recycling collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the proposal pricing. Fees for collection of recyclable containers shall be no more than collection fees from garbage collection containers.

3.4 Commercial Horticultural Waste Collection:

3.4.1 Conditions and Frequency of Service

The Contractor shall offer commercial horticultural waste collection services to all commercial entities desiring this service. Collection of horticultural waste from commercial entities is optional and shall be established based on the special needs of the commercial customers.

3.4.2 Solid Waste Disposal Location

The Contractor shall make all decisions regarding where the horticultural waste is delivered.

3.4.3 Method of Payment

Payments for commercial horticultural waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be as indicated in the pricing proposal.

3.5 Commercial Bulky Waste Collection:

3.5.1 Conditions and Frequency of Service

The Contractor shall offer bulky waste collection for commercial properties at terms and conditions agreed to by the customer and the Contractor and in compliance with the pricing proposal.

3.5.2 Acceptable Materials

Acceptable bulky waste materials shall include oversize household solid waste, except white goods, including but not limited to: furniture, mattresses, televisions, carpet, incidental building materials from household activities not requiring a building permit, and Christmas trees. Bulky waste may not include automotive or boat vehicles, vehicle components or liquid waste. Bulky waste may be collected as part of the normal garbage collection. Bulky waste, which cannot be collected normally, shall be collected by a special pick-up with suitable equipment for the purpose. Special pick-ups shall be scheduled based on the customer's phone request, City request, or garbage collection route driver's log stating that bulky waste was set out and could not be collected normally.

3.5.3 Disposal Location

All bulky waste shall be delivered to appropriate City approved facilities based on the characteristics of each item (e.g., certain bulky goods shall be delivered to the Waste-to-Energy facility. Christmas trees shall be delivered to the Waste-to-Energy facility or mulch facility).

3.5.4 Method of Payment

Payments for commercial bulky waste collection shall be made by the customer directly to the Contractor. Customer shall be billed by the Contractor based on the quantity of waste collected and the frequency of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their proposals.

3.6 Commercial White Goods Collection:

3.6.1 Conditions and Frequency of Service

The Contractor shall offer white goods collection for commercial properties at term and conditions agreed to be the customer and the contractor, and in compliance with the pricing proposal.

3.6.2 Accessibility for White Goods Collection

White goods shall be placed by the customer within six (6) feet of the curb; paved surface of the public road, closet accessible public or private right-of-way, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and vehicle.

3.6.3 Requirements for White Goods

All material recognized as white goods (refrigerator, washers, dryers, freezers, air conditioners, water heaters, etc.) shall be removed from the right-of-way separately from all other solid wastes as stipulated in the bulky waste collection specifications. The materials which contain a refrigerant regulated by the Environmental Protection Agency or Department of Environmental Protection are to be safely collected to prevent punctures that may cause the release of Chlorofluorocarbons and Poly Chlorinated Biphenols in the environment. White goods are prohibited from landfills. The Contractor is fully responsible for the proper recycling or disposal of these in accordance with the Environmental Protection Agency and Department of Environmental Protection mandates and guidelines.

3.6.4 Recycling Location

All white goods shall be delivered to an appropriate State and County approved recycling facility. The Contractor shall notify the City of recycling locations being used.

3.6.5 Method of Payment

Payments for commercial white goods collection shall be made by the customer directly to the Contractor. Customers shall be billed by the Contractor based on the quantity of waste collected and the frequent of service rendered. The rates charged by the Contractor shall be based on the pricing shown in their bids for commercial solid waste management.

3.7 Community Clean-up Service:

Various community and non-profit groups assist the City of Sanibel by conducting volunteer community, beach, or wetlands clean-ups to remove accumulation of debris. The City of Sanibel encourages residents to manage their solid waste appropriately so that littering is minimized. However, we recognize the benefit of community clean-ups for certain problem areas.

The Contractor shall provide the equivalent of up to six 30 cubic yard roll-offs per year (or equipment dumpsters) for non-profit group clean-ups at the direction of the City. Contractor's service shall include roll-off drop prior to the event, hauling the roll-off and disposal. There shall be no charge for the provision of these services.

The Contractor also shall work with the City in the bulk collection and disposal of vegetative debris as a part of the City's pepper removal program, the terms of which will be negotiated from year to year based upon need.

PRICING TEMPLATE INSTRUCTIONS FOR PROPOSERS

This section presents guidelines and definitions to assist Proposers in completing the pricing template required for bids. Although some of the information requested in the pricing template is not used in the pricing calculation, it may be used as a basis for disallowing proposals if deemed extraordinarily high. The organization of the instructions corresponds to the order of the pricing template.

A. Residential Collection – Curbside Basic Services (Unlimited Collection)

For mandatory, once a week collection of garbage, recyclables, and horticulture, enter the following information

- **Collection Cost per Residence:** Provide the weekly collection cost for each residence in the franchise area. Do not include disposal costs.
- **Annual Billing Charge:** Enter price to bill & collect residential charges.
- **Total:** Calculate and enter totals in appropriate spaces.
- **Miscellaneous Charges:** Enter prices in Appropriate spaces

B. Commercial Collection – Basic Can Services

For collection of mandatory garbage and optional horticultural debris, enter the following information:

- **Collection Cost Per Unit (Customer):** Provide the weekly collection cost for each unit (customer) in the franchise area. Do not include disposal costs.

C. Commercial Collection – Basic Container Services

For each type/size container listed, enter the following information related to the collection of mandatory garbage and optional horticultural from commercial properties.

- **Annual Container Rental Cost:** Enter the annual rental cost allocated with each type/size container listed.
- **Collection Cost Per Pull:** For each type of container, and level of service, provide the collection costs for each unit (customer) in the franchise area. Do not include disposal costs.

D. Commercial Properties - Miscellaneous Services

For each type of service and/or type/size container listed, enter the information related to the optional collection services from commercial properties.

Finally, Proposers should complete and execute the Official Bid Proposal form, and include this form along with all of the other required information with the submitted proposals.

CITY OF SANIBEL

Request for Proposals

The City of Sanibel, Florida is requesting proposals to obtain the services of a firm with relevant experience in Solid Waste Management interested in providing contract services for the collection and delivery of residential and commercial solid waste, horticultural, and recycling materials.

A copy of the specifications may be obtained from the City of Sanibel Finance Department, 800 Dunlop Road, Sanibel, 33957 at no charge. Firms who qualified for the Lee County Solid Waste Bid need to submit the Pricing Template only.

An original and five (5) copies of the proposal are to be returned in a sealed envelope to the attention of Gates Castle, Director of Public Works, 750 Dunlop Road, Sanibel, Fl 33957 no later than 2:00PM, Thursday, April 28, 2005

Proposals shall not be presented at any other location. Proposals submitted via any City facsimile machine or e-mail address will not be accepted. Proposals presented after the time and date indicated above shall be refused. The time indicated on the clock located in the Public Works Department meeting room is considered the official time.

SEALED ENVELOPES MUST BE MARKED:

**“PROPOSALS FOR COLLECTION & DELIVERY OF RESIDENTIAL AND
COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL
MATERIALS”**

Any questions concerning this request shall be addressed to Gates Castle, Director of Public Works, City of Sanibel, Public Works Department at (239) 472-6397.

Gates D. Castle
Public Works Director
AFFIDAVIT REQUESTED
PUBLISH ONE TIME
FORT MYERS NEWS-PRESS
April 7, 2005

City of Sanibel

Charter

ARTICLE II – Corporate Limits

Section 2.01 – Description of Corporate Limits

The following area shall constitute the corporate limits of the City of Sanibel:

A corporate limit line lying offshore from Sanibel Island in portions of Township 46 South, Ranges 21, 22 and 23 East, Lee County Florida, which line is described as follows:

From the corner common to Sections 17, 18, 19, and 20, Township 46 South, Range 23 East, run easterly along the line common to said Sections 17 and 20 to a point 2,640 feet offshore in San Carlos Bay from the Mean High Tide Line to Section 20 and the point of beginning. From said point of beginning, run easterly 2,640 feet offshore from the Mean High Tide Line of Sanibel Island, to the easterly point of said Island and the mouth of said San Carlos Bay; thence run southwesterly, westerly and northwesterly, 2,640 feet offshore in the Gulf of Mexico from the Mean High Tide Line of Sanibel Island, to an intersection with centerline of Blind Pass; thence run northeasterly along said centerline to the waters of Pine Island Sound at a point 2,640 feet offshore from the Mean High Tide Line at Wulfert Point in Section 2, Township 46 South, Range 21 East; thence run southeasterly in Pine Island Sound and San Carlos Bay, 2,640 feet offshore from the Mean High Tide Line of said Sanibel Island, to the point of beginning, crossing the entrance to Tarpon Bay in Sections 13 and 14, Township 46 South, Range 22, East. EXCEPTING the right-of-way for the Sanibel Causeway.

EXHIBIT C

CITY OF SANIBEL

RESOLUTION OF BID DISPUTE

Pursuant to the Code of Ordinances of the City of Sanibel, Chapter 2, Sec. 2-330(1.)

(1.) Resolution of bid disputes.

- (1) Any person adversely affected by a proposed decision concerning a bid or award may protest the proposed decision by filing a written notice of protest with the city representative prior to the award of the contract, or by presenting the protest to City Council prior to the award.
- (2) The City Council may refer the matter to a hearing officer for an informal hearing and recommendation to Council prior to awarding a contract or may determine the protest on its own. The decision of the City Council constitutes final action by the City
- (3) If a bid is for a public construction work as defined in state law (Section 255.20, Florida Statutes), protest may be made pursuant to Chapter 120, Florida Statutes.

CITY OF SANIBEL

OFFICIAL BID PROPOSAL

DATE:

BID TITLE: COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

The Undersigned having read and reviewed the terms, conditions, and specifications prepared and issued by City of Sanibel and having inspected the work area and conditions affecting and governing same, hereby proposes to provide all materials, equipment, tools and supplies and to perform all labor necessary for the work as specified and described for the prices listed in the attached itemized proposal. (The itemized proposal must be included for bid to be valid).

The Undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud. And that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The Undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____	Date:

PRICES QUOTED SHALL BE EFFECTIVE FOR ONE HUNDRED TWENTY (120) DAYS FROM PROPOSAL OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

The Undersigned agrees to execute a Contract for the above work within thirty (30) days after Notice that his Proposal has been accepted for the above stated compensation plus or minus any accepted alternates.

Company: _____

Address: _____

Name: _____
PRINTED

Signature: _____

Title: _____

Telephone: () _____

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection) (No Weight Restrictions)

	<u>Weekly Price Per Dwelling (1)</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$_____ X	52	= \$_____
Recyclables	\$_____ X	52	= \$_____
Horticulture	\$_____ X	52	= \$_____
Billing Charge (Annual)			= \$_____
Total Annual Residential Collection Price \$_____			

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$_____

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$_____
Recyclables	\$_____
Horticulture	\$_____

- Unbundled Horticultural Collection = \$_____ per cubic yard
- Curbside electronics recycling = \$_____ per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs, Garbage collection includes bulky waste and white goods collection provisions at no charge.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.2. Residential Collection – Curbside Basic Services (unlimited collection) (With Weight Restrictions)

	<u>Weekly Price Per Dwelling ⁽¹⁾</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$ _____ X	52	= \$ _____
Recyclables	\$ _____ X	52	= \$ _____
Horticulture	\$ _____ X	52	= \$ _____
Billing Charge (Annual)			= \$ _____

Total Annual Residential Collection Price \$ _____

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ _____

- House/Back-Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ _____
Recyclables	\$ _____
Horticulture	\$ _____

- Unbundled Horticulture Collection = \$ _____ per cubic yard
- Curbside electronics recycling = \$ _____ per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.1. Commercial Collection – Basic Can Services (No Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

⁽²⁾ Does not include disposal costs.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.2. Commercial Collection – Basic Can Services (With Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽¹⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽¹⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Twice Weekly Service	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Pick Up Charge = \$ _____ Per Can

⁽¹⁾ Does not include disposal costs.

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽¹⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽¹⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY COMPACTOR	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽¹⁾						
		1 Pull Per Week	2-Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8 CY DUMPSTER	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 CY ROLL-OFF	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

D.1. Commercial Properties Miscellaneous Services ⁽⁴⁾ (No Weight Restrictions)

- Back Door Weekly collection (for can service customers)

Weekly Price Per Unit (Customer) Per Can

Garbage \$ _____

Horticulture \$ _____

- Unbundled Horticultural Collection = \$ _____ per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote
- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote
- Portable Rack System (One collection per week) \$ _____ per Rack
- Cardboard Recycling (Does not include container rental) \$ _____ per Cubic Yard

- Container Roll-Out Services \$ _____ per Roll
- White Goods \$ _____ per item (or attach other charging schedule)
- Bulky Goods \$ _____ per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Services

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote
- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote

⁽⁴⁾ Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

D.1. Commercial Properties Miscellaneous Services ⁽⁴⁾ (With Weight Restrictions)

- Back Door Weekly collection (for can service customers)

**Weekly Price Per Unit (Customer)
Per Can**

Garbage \$ _____

Horticulture \$ _____

- Unbundled Horticultural Collection = \$ _____ per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote

- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote

- Potable Rack System (One collection per week) \$ _____ per Rack

- Cardboard Recycling (Does not include container rental) \$ _____ per Cubic Yard

- Container Roll-Out Services \$ _____ per Roll

- White Goods \$ _____ per item (or attach other charging schedule)

- Bulky Goods \$ _____ per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Service

- 14 Gallon Bins – comingled (One collection per week) \$ _____ per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ _____ per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ _____ per Tote

- 96 Gallon Tote – one material (One collection per week) \$ _____ per Tote

⁽⁴⁾ Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

E. Suggestions for Cost of Service Reductions:

Suggestion

Proposed Reduction in Price

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.2. Residential Collection – Curbside Basic Services (unlimited collection) (With Weight Restrictions)

	<u>Weekly Price Per Dwelling ⁽¹⁾</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$ <u>3.32</u> X		52	=	\$ <u>172.64</u>
Recyclables	\$ <u>1.75</u> X		52	=	\$ <u>91.00</u>
Horticulture	\$ <u>3.49</u> X		52	=	\$ <u>181.48</u>
Billing Charge (Annual)				=	\$ <u>7.80</u>
Total Annual Residential Collection Price \$					<u>452.92</u>

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 1.82

- House/Back-Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>4.47</u>
Recyclables	\$ <u>2.25</u>
Horticulture	\$ <u>3.97</u>

- Unbundled Horticulture Collection = \$ 14.50 per cubic yard
- Curbside electronics recycling = \$ 0 per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

B.1. Commercial Collection – Basic Can Services (No Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽¹⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>6.12</u>	\$ <u>8.24</u>	\$ <u>12.36</u>	\$ <u>16.48</u>	\$ <u>20.60</u>	\$ <u>24.72</u>
Twice Weekly Service	\$ <u>10.09</u>	\$ <u>16.18</u>	\$ <u>24.27</u>	\$ <u>32.36</u>	\$ <u>40.45</u>	\$ <u>48.54</u>

Extra Pick Up Charge = \$ 8.56 Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>6.12</u>	\$ <u>8.24</u>	\$ <u>12.36</u>	\$ <u>16.48</u>	\$ <u>20.60</u>	\$ <u>24.72</u>
Twice Weekly Service	\$ <u>10.09</u>	\$ <u>16.18</u>	\$ <u>24.27</u>	\$ <u>32.36</u>	\$ <u>40.45</u>	\$ <u>48.54</u>

Extra Pick Up Charge = \$ 8.56 Per Can

⁽²⁾ Does not include disposal costs.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.2. Commercial Collection – Basic Can Services (With Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ^(a)

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>8.12</u>	\$ <u>12.24</u>	\$ <u>18.36</u>	\$ <u>24.48</u>	\$ <u>30.60</u>	\$ <u>36.72</u>
Twice Weekly Service	\$ <u>12.09</u>	\$ <u>20.18</u>	\$ <u>30.27</u>	\$ <u>40.36</u>	\$ <u>50.45</u>	\$ <u>60.54</u>

Extra Pick Up Charge = \$ 10.56 Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ^(a)

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>8.12</u>	\$ <u>12.24</u>	\$ <u>18.36</u>	\$ <u>24.48</u>	\$ <u>30.60</u>	\$ <u>36.72</u>
Twice Weekly Service	\$ <u>12.09</u>	\$ <u>20.18</u>	\$ <u>30.27</u>	\$ <u>40.36</u>	\$ <u>50.45</u>	\$ <u>60.54</u>

Extra Pick Up Charge = \$ 10.56 Per Can

^(a) Does not include disposal costs.

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>160.80</u>	\$ <u>23.84</u>	\$ <u>47.68</u>	\$ <u>71.52</u>	\$ <u>95.36</u>	\$ <u>119.20</u>	\$ <u>143.04</u>	\$ <u>23.84</u>
4 CY DUMPSTER	\$ <u>175.44</u>	\$ <u>27.11</u>	\$ <u>54.22</u>	\$ <u>81.33</u>	\$ <u>108.44</u>	\$ <u>135.55</u>	\$ <u>162.66</u>	\$ <u>27.11</u>
6 CY DUMPSTER	\$ <u>190.08</u>	\$ <u>30.88</u>	\$ <u>61.76</u>	\$ <u>92.64</u>	\$ <u>123.52</u>	\$ <u>154.40</u>	\$ <u>185.28</u>	\$ <u>30.88</u>
8 CY DUMPSTER	\$ <u>204.60</u>	\$ <u>35.22</u>	\$ <u>70.44</u>	\$ <u>105.66</u>	\$ <u>140.88</u>	\$ <u>176.10</u>	\$ <u>211.32</u>	\$ <u>35.22</u>
10 CY ROLL-OFF	\$ <u>1,460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
20 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
30 CY ROLL-OFF	\$ <u>1,460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
4 CY COMPACTOR	\$ <u>4,464.00</u>	\$ <u>32.55</u>	\$ <u>65.10</u>	\$ <u>97.65</u>	\$ <u>130.20</u>	\$ <u>162.75</u>	\$ <u>195.30</u>	\$ <u>32.55</u>
6 CY COMPACTOR	\$ <u>4,560.00</u>	\$ <u>38.78</u>	\$ <u>77.56</u>	\$ <u>116.34</u>	\$ <u>155.12</u>	\$ <u>193.90</u>	\$ <u>232.68</u>	\$ <u>38.78</u>
8 CY COMPACTOR	\$ <u>4,980.00</u>	\$ <u>45.15</u>	\$ <u>90.30</u>	\$ <u>135.45</u>	\$ <u>180.60</u>	\$ <u>225.75</u>	\$ <u>270.90</u>	\$ <u>45.15</u>
<u>OTHERS (LIST)</u>								
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>160.80</u>	\$ <u>23.84</u>	\$ <u>47.68</u>	\$ <u>71.52</u>	\$ <u>95.36</u>	\$ <u>119.20</u>	\$ <u>143.04</u>	\$ <u>23.84</u>
4 CY DUMPSTER	\$ <u>175.44</u>	\$ <u>27.11</u>	\$ <u>54.22</u>	\$ <u>81.33</u>	\$ <u>108.44</u>	\$ <u>135.55</u>	\$ <u>162.66</u>	\$ <u>27.11</u>
6 CY DUMPSTER	\$ <u>190.08</u>	\$ <u>30.88</u>	\$ <u>61.76</u>	\$ <u>92.64</u>	\$ <u>123.52</u>	\$ <u>154.40</u>	\$ <u>185.28</u>	\$ <u>30.88</u>
8 CY DUMPSTER	\$ <u>204.60</u>	\$ <u>35.22</u>	\$ <u>70.44</u>	\$ <u>105.66</u>	\$ <u>140.88</u>	\$ <u>176.10</u>	\$ <u>211.32</u>	\$ <u>35.22</u>
10 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
20 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
30 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>198.73</u>	\$ <u>397.46</u>	\$ <u>596.19</u>	\$ <u>794.92</u>	\$ <u>993.65</u>	\$ <u>1192.38</u>	\$ <u>198.73</u>
<u>OTHERS (LIST)</u>								
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>160.80</u>	\$ <u>26.64</u>	\$ <u>53.28</u>	\$ <u>79.92</u>	\$ <u>106.56</u>	\$ <u>133.20</u>	\$ <u>159.84</u>	\$ <u>26.64</u>
4 CY DUMPSTER	\$ <u>175.44</u>	\$ <u>30.64</u>	\$ <u>61.21</u>	\$ <u>91.92</u>	\$ <u>122.56</u>	\$ <u>153.20</u>	\$ <u>183.84</u>	\$ <u>30.64</u>
6 CY DUMPSTER	\$ <u>190.08</u>	\$ <u>35.23</u>	\$ <u>70.46</u>	\$ <u>105.69</u>	\$ <u>140.92</u>	\$ <u>176.15</u>	\$ <u>211.38</u>	\$ <u>35.23</u>
8 CY DUMPSTER	\$ <u>204.60</u>	\$ <u>40.52</u>	\$ <u>81.04</u>	\$ <u>121.56</u>	\$ <u>162.08</u>	\$ <u>202.60</u>	\$ <u>243.12</u>	\$ <u>40.52</u>
10 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
20 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
30 CY ROLL-OFF	\$ <u>1460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
4 CY COMPACTOR	\$ <u>4,464.00</u>	\$ <u>42.65</u>	\$ <u>85.30</u>	\$ <u>127.95</u>	\$ <u>170.60</u>	\$ <u>213.25</u>	\$ <u>255.90</u>	\$ <u>42.65</u>
6 CY COMPACTOR	\$ <u>4,560.00</u>	\$ <u>50.67</u>	\$ <u>101.34</u>	\$ <u>152.01</u>	\$ <u>202.68</u>	\$ <u>253.35</u>	\$ <u>304.02</u>	\$ <u>50.67</u>
8 CY COMPACTOR	\$ <u>4,980.00</u>	\$ <u>58.51</u>	\$ <u>117.02</u>	\$ <u>175.53</u>	\$ <u>234.04</u>	\$ <u>292.55</u>	\$ <u>351.06</u>	\$ <u>58.51</u>
<u>OTHERS (LIST)</u>								
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2-Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>160.80</u>	\$ <u>26.64</u>	\$ <u>53.28</u>	\$ <u>79.92</u>	\$ <u>106.56</u>	\$ <u>133.20</u>	\$ <u>159.84</u>	\$ <u>26.64</u>
4 CY DUMPSTER	\$ <u>175.44</u>	\$ <u>30.64</u>	\$ <u>61.28</u>	\$ <u>91.92</u>	\$ <u>122.56</u>	\$ <u>153.20</u>	\$ <u>183.84</u>	\$ <u>30.64</u>
6 CY DUMPSTER	\$ <u>190.08</u>	\$ <u>35.23</u>	\$ <u>70.46</u>	\$ <u>105.69</u>	\$ <u>140.92</u>	\$ <u>176.15</u>	\$ <u>211.38</u>	\$ <u>35.23</u>
8 CY DUMPSTER	\$ <u>204.60</u>	\$ <u>40.52</u>	\$ <u>81.04</u>	\$ <u>121.56</u>	\$ <u>162.08</u>	\$ <u>202.60</u>	\$ <u>243.12</u>	\$ <u>40.52</u>
10 CY ROLL-OFF	\$ <u>1,460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
20 CY ROLL-OFF	\$ <u>1,460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
30 CY ROLL-OFF	\$ <u>1,460.04</u>	\$ <u>256.72</u>	\$ <u>513.44</u>	\$ <u>770.16</u>	\$ <u>1026.88</u>	\$ <u>1283.60</u>	\$ <u>1540.32</u>	\$ <u>256.72</u>
<u>OTHERS (LIST)</u>								
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_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

D.1. Commercial Properties Miscellaneous Services ⁽¹⁾ (No Weight Restrictions)

- Back Door Weekly collection (for can service customers)

Weekly Price Per Unit (Customer)
Per Can

Garbage \$ 6.72

Horticulture \$ 6.72

- Unbundled Horticultural Collection = \$ 14.50 per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 1.25 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 1.25 per Tote
- Portable Rack System (One collection per week) \$ 10.83 per Rack
- Cardboard Recycling (Does not include container rental) \$ 1.25 per Cubic Yard
- Container Roll-Out Services \$ 3.25 per Roll
- White Goods \$ 20.00 per item (or attach other charging schedule)
- Bulky Goods \$ 15.00 per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Services

- 14 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.35 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 5.35 per Tote

⁽¹⁾ Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

D.1. Commercial Properties Miscellaneous Services ⁽¹⁾ (With Weight Restrictions)

- Back Door Weekly collection (for can service customers)

Weekly Price Per Unit (Customer)
Per Can

Garbage \$ 6.72

Horticulture \$ 6.72

- Unbundled Horticultural Collection = \$ 14.50 per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ 1.25 per Tote

- 96 Gallon Tote – one material (One collection per week) \$ 1.25 per Tote

- Potable Rack System (One collection per week) \$ 10.83 per Rack

- Cardboard Recycling (Does not include container rental) \$ 1.25 per Cubic Yard

- Container Roll-Out Services \$ 3.25 per Roll

- White Goods \$ 20.00 per item (or attach other charging schedule)

- Bulky Goods \$ 15.00 per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Service

- 14 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ 1.05 per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ 7.35 per Tote

- 96 Gallon Tote – one material (One collection per week) \$ 5.35 per Tote

⁽¹⁾ Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

E. Suggestions for Cost of Service Reductions:

Suggestion #1

Waste Services of Florida, Inc. hereby submits the following suggestion to the City of Sanibel as a cost reduction. Our recommendation relies upon an amendment to the scope of service relating to the residential horticultural waste collection.

Waste Services proposes to debag materials at curbside with disposal/reuse to remain within city limits. This alternative would remain into effect until the weight restrictions have been lifted.

Proposed Reduction in Price

Rate for horticultural service would reduce from \$3.49 per unit per week to \$2.10 per unit per week.

Suggestion #2

Waste Services of Florida, Inc. is open to negotiate an extension outside the scope of this proposal upon the basis and foundation within our existing service agreement.

CITY OF SANIBEL
OFFICIAL BID PROPOSAL

DATE:

BID TITLE: COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

The Undersigned having read and reviewed the terms, conditions, and specifications prepared and issued by City of Sanibel and having inspected the work area and conditions affecting and governing same, hereby proposes to provide all materials, equipment, tools and supplies and to perform all labor necessary for the work as specified and described for the prices listed in the attached itemized proposal. (The itemized proposal must be included for bid to be valid).

The Undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud. And that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The Undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # 1
Addendum # _____
Addendum # _____
Addendum # _____

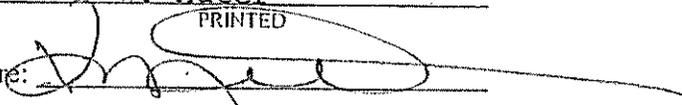
Date: April 7, 2005
Date: _____
Date: _____
Date: _____

PRICES QUOTED SHALL BE EFFECTIVE FOR ONE HUNDRED TWENTY (120) DAYS FROM PROPOSAL OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

The Undersigned agrees to execute a Contract for the above work within thirty (30) days after Notice that his Proposal has been accepted for the above stated compensation plus or minus any accepted alternates.

Company: Waste Service of Florida, INC Address: 2465 Highland Avenue

Name: Kirk W. Muter Et. Myers, FL 33916
PRINTED

Signature: 

Title: Regional Vice President Telephone: (239) 332-8500

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection) (No Weight Restrictions)

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$ <u>2.79</u>	X	52	=	\$ <u>145.08</u>
Recyclables	\$ <u>1.75</u>	X	52	=	\$ <u>91.00</u>
Horticulture	\$ <u>1.87</u>	X	52	=	\$ <u>97.24</u>
Billing Charge (Annual)				=	\$ <u>7.80</u>
Total Annual Residential Collection Price \$					<u>341.12</u>

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection
 Weekly price per dwelling = \$ 1.73

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>3.94</u>
Recyclables	\$ <u>2.25</u>
Horticulture	\$ <u>2.37</u>

- Unbundled Horticultural Collection = \$ 14.50 per cubic yard
- Curbside electronics recycling = \$ 0 per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs, Garbage collection includes bulky waste and white goods collection provisions at no charge.

CITY OF SANIBEL

OFFICIAL BID PROPOSAL

DATE:

BID TITLE: COLLECTION AND DELIVERY OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, RECYCLING AND HORTICULTURAL MATERIALS

The Undersigned having read and reviewed the terms, conditions, and specifications prepared and issued by City of Sanibel and having inspected the work area and conditions affecting and governing same, hereby proposes to provide all materials, equipment, tools and supplies and to perform all labor necessary for the work as specified and described for the prices listed in the attached itemized proposal. (The itemized proposal must be included for bid to be valid).

The Undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud. And that no member of the City Council or any other agent or employee of the City, directly or indirectly, is interested in this bid proposal or in any profits expected to accrue therefrom.

The Undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # 1
Addendum # _____
Addendum # _____
Addendum # _____

Date: April 7, 2005
Date: _____
Date: _____
Date: _____

PRICES QUOTED SHALL BE EFFECTIVE FOR ONE HUNDRED TWENTY (120) DAYS FROM PROPOSAL OPENING DATE, AND THEREAFTER IF ACCEPTED BY THE CITY FOR THE TERM DESIGNATED IN THIS BID.

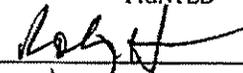
The Undersigned agrees to execute a Contract for the above work within thirty (30) days after Notice that his Proposal has been accepted for the above stated compensation plus or minus any accepted alternates.

Company: Waste Pro of Florida, Inc.

Address: 2101 W. SR 434, Suite 315

Name: Robert J. Hyler
PRINTED

Longwood, FL 32779

Signature: 

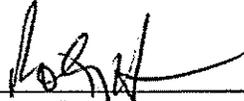
Title: Vice President

Telephone: (407) 869-8800

Fred V. Vito
Secretary

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

I, Robert J. Hynes, hereby acknowledge receipt of Addendum
1 to the City of Sanibel Specifications for Collection and Delivery of
Residential and Commercial Solid Waste, Recycling and Horticulture Materials.

Signed: 

Print Name: Robert J. Hynes

Organization: Waste Pro of Florida, Inc.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.1. Residential Collection – Curbside Basic Services (unlimited collection) (No Weight Restrictions)

	<u>Weekly Price Per Dwelling (1)</u>		<u>Number of Collection Per Year</u>		<u>Total</u>
Garbage	\$ <u>1.62</u>	X	52	=	\$ <u>84.24</u>
Recyclables	\$ <u>0.58</u>	X	52	=	\$ <u>30.16</u>
Horticulture	\$ <u>0.58</u>	X	52	=	\$ <u>30.16</u>
Billing Charge (Annual)				=	\$ <u>14.40</u>
Total Annual Residential Collection Price \$ <u>158.96</u>					

Miscellaneous Residential Collection Services ⁽¹⁾

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 4.00

- House/Back Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>2.50</u>
Recyclables	\$ <u>0.83</u>
Horticulture	\$ <u>0.83</u>

- Unbundled Horticultural Collection = \$ 12.00 per cubic yard
- Curbside electronics recycling = \$ 0.20 per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs, Garbage collection includes bulky waste and white goods collection provisions at no charge.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

A.2. Residential Collection – Curbside Basic Services (unlimited collection) (With Weight Restrictions) -

	<u>Weekly Price Per Dwelling ⁽¹⁾</u>	<u>Number of Collection Per Year</u>	<u>Total</u>
Garbage	\$ <u>1.85</u> X	52	= \$ <u>96.20</u>
Recyclables	\$ <u>0.70</u> X	52	= \$ <u>36.40</u>
Horticulture	\$ <u>0.70</u> X	52	= \$ <u>36.40</u>
Billing Charge (Annual)			= \$ <u>14.40</u>
Total Annual Residential Collection Price \$			<u>183.40</u>

Miscellaneous Residential Collection Services (1)

- Optional Second Weekly Garage Collection

Weekly price per dwelling = \$ 5.00

- House/Back-Door Weekly Collection

	<u>Weekly Price Per Dwelling</u>
Garbage	\$ <u>2.90</u>
Recyclables	\$ <u>0.97</u>
Horticulture	\$ <u>0.97</u>

- Unbundled Horticulture Collection = \$ 12.00 per cubic yard
- Curbside electronics recycling = \$ 0.25 per week

⁽¹⁾ Number of cans/bags/items is unrestricted. Does not include disposal costs. Garbage collection includes bulky waste and white goods collection provisions at no charge.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.1. Commercial Collection – Basic Can Services (No Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>12.00</u>	\$ <u>24.00</u>	\$ <u>36.00</u>	\$ <u>48.00</u>	\$ <u>60.00</u>	\$ <u>72.00</u>
Twice Weekly Service	\$ <u>18.00</u>	\$ <u>36.00</u>	\$ <u>54.00</u>	\$ <u>72.00</u>	\$ <u>90.00</u>	\$ <u>108.00</u>

Extra Pick Up Charge = \$ 4.00 Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>10.00</u>	\$ <u>20.00</u>	\$ <u>30.00</u>	\$ <u>40.00</u>	\$ <u>50.00</u>	\$ <u>60.00</u>
Twice Weekly Service	\$ <u>15.00</u>	\$ <u>30.00</u>	\$ <u>45.00</u>	\$ <u>60.00</u>	\$ <u>75.00</u>	\$ <u>90.00</u>

Extra Pick Up Charge = \$ 4.00 Per Can

⁽²⁾ Does not include disposal costs.

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

B.2. Commercial Collection – Basic Can Services (With Weight Restrictions)

Garbage (Mandatory Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>14.00</u>	\$ <u>28.00</u>	\$ <u>42.00</u>	\$ <u>56.00</u>	\$ <u>70.00</u>	\$ <u>84.00</u>
Twice Weekly Service	\$ <u>21.00</u>	\$ <u>42.00</u>	\$ <u>63.00</u>	\$ <u>84.00</u>	\$ <u>105.00</u>	\$ <u>126.00</u>

Extra Pick Up Charge = \$5.00 Per Can

Horticultural (Optional Service)

Weekly Price Per Unit (Customer) For: ⁽²⁾

	<u>1 Can</u>	<u>2 Cans</u>	<u>3 Cans</u>	<u>4 Cans</u>	<u>5 Cans</u>	<u>6 Cans</u>
Once Weekly Service	\$ <u>12.00</u>	\$ <u>24.00</u>	\$ <u>36.00</u>	\$ <u>48.00</u>	\$ <u>60.00</u>	\$ <u>72.00</u>
Twice Weekly Service	\$ <u>18.00</u>	\$ <u>36.00</u>	\$ <u>54.00</u>	\$ <u>72.00</u>	\$ <u>90.00</u>	\$ <u>108.00</u>

Extra Pick Up Charge = \$5.00 Per Can

⁽²⁾ Does not include disposal costs.

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>252.00</u>	\$ <u>9.18</u>	\$ <u>16.00</u>	\$ <u>24.00</u>	\$ <u>32.00</u>	\$ <u>40.00</u>	\$ <u>48.00</u>	\$ <u>19.00</u>
4 CY DUMPSTER	\$ <u>312.00</u>	\$ <u>16.00</u>	\$ <u>32.00</u>	\$ <u>48.00</u>	\$ <u>64.00</u>	\$ <u>80.00</u>	\$ <u>96.00</u>	\$ <u>26.00</u>
6 CY DUMPSTER	\$ <u>348.00</u>	\$ <u>24.00</u>	\$ <u>48.00</u>	\$ <u>72.00</u>	\$ <u>96.00</u>	\$ <u>120.00</u>	\$ <u>144.00</u>	\$ <u>34.00</u>
8 CY DUMPSTER	\$ <u>384.00</u>	\$ <u>32.00</u>	\$ <u>64.00</u>	\$ <u>96.00</u>	\$ <u>128.00</u>	\$ <u>160.00</u>	\$ <u>192.00</u>	\$ <u>42.00</u>
10 CY ROLL-OFF	\$ <u>720.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
20 CY ROLL-OFF	\$ <u>840.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
30 CY ROLL-OFF	\$ <u>960.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
4 CY COMPACTOR	\$ <u>2,400.00</u>	\$ <u>48.00</u>	\$ <u>96.00</u>	\$ <u>144.00</u>	\$ <u>192.00</u>	\$ <u>240.00</u>	\$ <u>288.00</u>	\$ <u>78.00</u>
6 CY COMPACTOR	\$ <u>2,800.00</u>	\$ <u>72.00</u>	\$ <u>144.00</u>	\$ <u>216.00</u>	\$ <u>288.00</u>	\$ <u>360.00</u>	\$ <u>432.00</u>	\$ <u>102.00</u>
8 CY COMPACTOR	\$ <u>3,200.00</u>	\$ <u>96.00</u>	\$ <u>192.00</u>	\$ <u>288.00</u>	\$ <u>384.00</u>	\$ <u>480.00</u>	\$ <u>576.00</u>	\$ <u>126.00</u>
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.1. Commercial Collection – Basic Container Services (No Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>252.00</u>	\$ <u>9.18</u>	\$ <u>16.00</u>	\$ <u>24.00</u>	\$ <u>32.00</u>	\$ <u>40.00</u>	\$ <u>48.00</u>	\$ <u>19.00</u>
4 CY DUMPSTER	\$ <u>312.00</u>	\$ <u>16.00</u>	\$ <u>32.00</u>	\$ <u>48.00</u>	\$ <u>64.00</u>	\$ <u>80.00</u>	\$ <u>96.00</u>	\$ <u>26.00</u>
6 CY DUMPSTER	\$ <u>348.00</u>	\$ <u>24.00</u>	\$ <u>48.00</u>	\$ <u>72.00</u>	\$ <u>96.00</u>	\$ <u>120.00</u>	\$ <u>144.00</u>	\$ <u>34.00</u>
8 CY DUMPSTER	\$ <u>384.00</u>	\$ <u>32.00</u>	\$ <u>64.00</u>	\$ <u>96.00</u>	\$ <u>128.00</u>	\$ <u>160.00</u>	\$ <u>192.00</u>	\$ <u>42.00</u>
10 CY ROLL-OFF	\$ <u>720.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
20 CY ROLL-OFF	\$ <u>840.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
30 CY ROLL-OFF	\$ <u>960.00</u>	\$ <u>50.00</u>	\$ <u>100.00</u>	\$ <u>150.00</u>	\$ <u>200.00</u>	\$ <u>250.00</u>	\$ <u>300.00</u>	\$ <u>50.00</u>
<u>OTHERS (LIST)</u>								
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions)

Garbage (Mandatory Service)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2 Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>252.00</u>	\$10.00	\$18.00	\$27.00	\$36.00	\$45.00	\$54.00	\$20.00
4 CY DUMPSTER	\$ <u>312.00</u>	\$18.00	\$36.00	\$54.00	\$72.00	\$90.00	\$108.00	\$28.00
6 CY DUMPSTER	\$ <u>348.00</u>	\$27.00	\$54.00	\$81.00	\$108.00	\$135.00	\$162.00	\$37.00
8 CY DUMPSTER	\$ <u>384.00</u>	\$36.00	\$72.00	\$108.00	\$144.00	\$180.00	\$216.00	\$46.00
10 CY ROLL-OFF	\$ <u>720.00</u>	\$70.00	\$140.00	\$210.00	\$280.00	\$350.00	\$420.00	\$70.00
20 CY ROLL-OFF	\$ <u>840.00</u>	\$70.00	\$140.00	\$210.00	\$280.00	\$350.00	\$420.00	\$70.00
30 CY ROLL-OFF	\$ <u>960.00</u>	\$70.00	\$140.00	\$210.00	\$280.00	\$350.00	\$420.00	\$70.00
4 CY COMPACTOR	\$ <u>2,400.00</u>	\$54.00	\$108.00	\$162.00	\$216.00	\$270.00	\$324.00	\$84.00
6 CY COMPACTOR	\$ <u>2,800.00</u>	\$81.00	\$162.00	\$243.00	\$324.00	\$405.00	\$486.00	\$111.00
8 CY COMPACTOR	\$ <u>3,200.00</u>	\$108.00	\$216.00	\$324.00	\$432.00	\$540.00	\$648.00	\$138.00
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

CITY OF SANIBEL SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING COLLECTION PROPOSAL PRICING TEMPLATE

C.2. Commercial Collection – Basic Container Services (With Weight Restrictions) (continued)

Horticultural (Optional Services)

Container Size And Type	Annual Container Rental Price	Weekly Prices Per Unit (Customer) For: ⁽³⁾						
		1 Pull Per Week	2-Pulls Per Week	3 Pulls Per Week	4 Pulls Per Week	5 Pulls Per Week	6 Pulls Per Week	Extra Dump
2 CY DUMPSTER	\$ <u>252.00</u>	\$ <u>10.00</u>	\$ <u>18.00</u>	\$ <u>27.00</u>	\$ <u>36.00</u>	\$ <u>45.00</u>	\$ <u>54.00</u>	\$ <u>20.00</u>
4 CY DUMPSTER	\$ <u>312.00</u>	\$ <u>18.00</u>	\$ <u>36.00</u>	\$ <u>54.00</u>	\$ <u>72.00</u>	\$ <u>90.00</u>	\$ <u>108.00</u>	\$ <u>28.00</u>
6 CY DUMPSTER	\$ <u>348.00</u>	\$ <u>27.00</u>	\$ <u>54.00</u>	\$ <u>81.00</u>	\$ <u>108.00</u>	\$ <u>135.00</u>	\$ <u>162.00</u>	\$ <u>37.00</u>
8 CY DUMPSTER	\$ <u>384.00</u>	\$ <u>36.00</u>	\$ <u>72.00</u>	\$ <u>108.00</u>	\$ <u>144.00</u>	\$ <u>180.00</u>	\$ <u>216.00</u>	\$ <u>46.00</u>
10 CY ROLL-OFF	\$ <u>720.00</u>	\$ <u>70.00</u>	\$ <u>140.00</u>	\$ <u>210.00</u>	\$ <u>280.00</u>	\$ <u>350.00</u>	\$ <u>420.00</u>	\$ <u>70.00</u>
20 CY ROLL-OFF	\$ <u>840.00</u>	\$ <u>70.00</u>	\$ <u>140.00</u>	\$ <u>210.00</u>	\$ <u>280.00</u>	\$ <u>350.00</u>	\$ <u>420.00</u>	\$ <u>70.00</u>
30 CY ROLL-OFF	\$ <u>960.00</u>	\$ <u>70.00</u>	\$ <u>140.00</u>	\$ <u>210.00</u>	\$ <u>280.00</u>	\$ <u>350.00</u>	\$ <u>420.00</u>	\$ <u>70.00</u>
<u>OTHERS (LIST)</u>								
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

⁽³⁾ Assume no special service (e.g. open gate). Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

D.1. Commercial Properties Miscellaneous Services ⁽⁴⁾ (No Weight Restrictions)

- Back Door Weekly collection (for can service customers)

**Weekly Price Per Unit (Customer)
Per Can**

Garbage \$ 4.15

Horticulture \$ 4.15

- Unbundled Horticultural Collection = \$ 12.00 per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 0.58 per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ 0.64 per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ 6.00 per Tote

- 96 Gallon Tote – one material (One collection per week) \$ 4.00 per Tote

- Portable Rack System (One collection per week) \$ 5.75 per Rack

- Cardboard Recycling (Does not include container rental) \$ 4.00 per Cubic Yard

- Container Roll-Out Services \$ 10.00 per Roll
- White Goods \$ 25.00 per item (or attach other charging schedule)
- Bulky Goods \$ 10.00 per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Services

- 14 Gallon Bins – comingled (One collection per week) \$ 0.58 per Bin

- 18 Gallon Bins – comingled (One collection per week) \$ 0.64 per Bin

- 96 Gallon Tote – comingled (One collection per week) \$ 6.00 per Tote

- 96 Gallon Tote – one material (One collection per week) \$ 4.00 per Tote

⁽⁴⁾ Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

D.1. Commercial Properties Miscellaneous Services ⁽⁴⁾ (With Weight Restrictions)

- Back Door Weekly collection (for can service customers)

Weekly Price Per Unit (Customer)
Per Can

Garbage	\$ <u>4.85</u>
Horticulture	\$ <u>4.85</u>

- Unbundled Horticultural Collection = \$ 14.00 per cubic yard

- Optional Recycling Program Services

Weekly Price

- 14 Gallon Bins – comingled (One collection per week) \$ 0.68 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 0.79 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.00 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 4.50 per Tote
- Potable Rack System (One collection per week) \$ 6.75 per Rack
- Cardboard Recycling (Does not include container rental) \$ 4.50 per Cubic Yard

- Container Roll-Out Services \$ 10.00 per Roll
- White Goods \$ 30.00 per item (or attach other charging schedule)
- Bulky Goods \$ 12.00 per Cubic Yard (or attach other charging schedule)

- Mandatory Multi-family Residential Recycling Service

- 14 Gallon Bins – comingled (One collection per week) \$ 0.68 per Bin
- 18 Gallon Bins – comingled (One collection per week) \$ 0.79 per Bin
- 96 Gallon Tote – comingled (One collection per week) \$ 7.00 per Tote
- 96 Gallon Tote – one material (One collection per week) \$ 4.50 per Tote

⁽⁴⁾ Does not include disposal costs

**CITY OF SANIBEL
SOLID WASTE, HORTICULTURAL DEBRIS AND RECYCLING
COLLECTION PROPOSAL PRICING TEMPLATE**

E. Suggestions for Cost of Service Reductions:

Suggestion

Proposed Reduction in Price

None at this time

13. **CITY MANAGER'S REPORT**

a. Informational items:

6. Report on Status of City Council Goals. (approval of survey of Sanibel businesses)

DRAFT

June 7, 2005

Dear Sanibel Occupational Licensee:

When City Council recently convened to establish our collective goals for the upcoming year, high on our list was assisting and supporting Sanibel businesses. We thrive as a community when our local businesses are economically viable.

Therefore, it is important that we hear from you as we consider initiatives to benefit Sanibel businesses. Please take a few moments to complete the attached survey and return it in the enclosed, self-addressed, pre-paid envelope. Your input would be invaluable to our further discussions on this matter so important to us all.

Sincerely yours,
Sanibel City Council

Carla Brooks Johnston, Mayor

Mick Denham, Vice-Mayor

Steve Brown, Councilman

Jim Jennings, Councilman

Tom Rothman, Councilman



**City of Sanibel
Occupational Licensee Survey
Summer 2005**

Please indicate by checking the type of business you operate on Sanibel:

<input type="checkbox"/> Food Service (Restaurant/Carry-out)	<input type="checkbox"/> Food Service (Restaurant/Caterer's)	<input type="checkbox"/> Pet & Animal Services (Veterinarian & Grooming)
<input type="checkbox"/> Horticultural (Landscaping, Tree Surgeon, Lawncare, Nursery, etc.)	<input type="checkbox"/> Charter Fishing, Commercial Fishing	<input type="checkbox"/> Boat Rentals, Boat Sales, Marina
<input type="checkbox"/> Contractor (General)	<input type="checkbox"/> Contractor (Sub)	<input type="checkbox"/> Vehicles for Hire (Taxi, Trucking, Charters, Delivery)
<input type="checkbox"/> Retail Merchant (1,000 sq. ft. or less)	<input type="checkbox"/> Retail Merchant (1,000 sq. ft. or greater)	<input type="checkbox"/> Automotive Repair
<input type="checkbox"/> Gas Station	<input type="checkbox"/> Financial Institution (Banks, Trust, Mortgage, Security, Insurance, Title, Appraisers)	<input type="checkbox"/> Real Estate (Sales & Rentals)
<input type="checkbox"/> Property Management	<input type="checkbox"/> Home Repair (Handyman, Locksmith, Home Watch, Pest/Critter Control, etc.)	<input type="checkbox"/> Child Care
<input type="checkbox"/> Equipment/Machine Rental	<input type="checkbox"/> Health/Medical Services	<input type="checkbox"/> Artist/Craftsmen
<input type="checkbox"/> Interior Decorator	<input type="checkbox"/> Attorney, Legal Services	<input type="checkbox"/> Recreational Facility (Golf Courses, Tennis Courts, Fitness Center, etc.)
<input type="checkbox"/> Beauty & Barber Shops (Salon/Spa)	<input type="checkbox"/> Bicycle Rental	<input type="checkbox"/> Grocery Store
<input type="checkbox"/> Consulting Services	<input type="checkbox"/> Other:	

Number of Employees (Including Self) Part-Time _____ Full-Time _____

Length of time business has operated on Sanibel? _____

Type of facility your business operates from:

Own Building Lease Property Home Office Other _____

Location of business facility:

- On Sanibel Island Off Sanibel Island

Business Structure Type:

- Sole Proprietor Corporation Partnership Franchise

What are the three greatest challenges currently facing your business?

1. _____

2. _____

3. _____

Please tell us your suggestions and recommendations for initiatives the City of Sanibel could pursue that would help your Sanibel business:

Please return this survey in the enclosed, self-addressed stamped envelope at your earliest convenience. Thank you for participating in this important survey.

13. **CITY MANAGER'S REPORT**

a. Informational items:

11. Approval on flyer on the status of the Recreation Center.

RECREATION COMPLEX STATUS REPORT

As of June 7, 2005

WHAT IS THE CURRENT STATUS OF THE RECREATION COMPLEX DESIGN?

Several years ago, City Council appointed a citizen Parks and Recreation Advisory Committee to develop and submit to City Council a plan to replace the existing Recreation Center facility. Over a year ago, the architect and Council first started reviewing design options. At Council's direction, the architect is currently developing alternative designs to reduce construction costs.

WHY NOT REHABILITATE THE EXISTING RECREATION CENTER?

Rehabilitation of the existing facility is not being pursued.

- One reason is that the existing building was not designed to be air-conditioned and retrofitting would be high-priced and not energy efficient.
- Additionally, the existing facility was built below the flood plain and new construction required at the F.E.M.A flood elevation.
- The lack of security at the existing facility. A single entrance or exit point will provide better security for patrons using the facility.
- The pool area is deteriorating. The deck is settling causing cracks on the pool deck, water pipes are leaking, the filtration system is old and it is very labor intensive to clean.
- Finally, the pool heating and cooling systems need to be replaced. Both are inadequate.

WHO WILL USE THE FACILITY?

The facility is being designed to be used by citizens of all ages.

- Senior programs are full or overcrowded due to the limitations at their Island Civic Center site. The new Recreation Center will offer expanded programming opportunities for seniors. There are presently 550 active Island Senior Members.
- Children also need additional room space. After school and summer programs have waiting lists. There were 318 children registered in 2004 for the after school and summer program.

HOW MANY SENIORS AND CHILDREN DO WE HAVE ON SANIBEL?

- 420 students at the Sanibel School, plus high school students who attend school off-island, plus home schooled and private schooled children.
- 534 youth between the ages of 5 and 19 on the Island and 115 under 5 years of age, according to the latest Census report.
- 2,427 seniors age 65 and older and 2,173 residents of Sanibel between the ages of 45-64.

(OVER)

HOW WILL THE PROJECT BE FUNDED?

Funding for this project cannot be determined until the final design is selected. Funding alternatives include:

- Voter approved revenue bonds
- Participation by Lee County
- Participation by the Lee County School District
- Naming opportunities
- User fees
- Other private participation

HOW CAN I TAKE A TOUR OF THE CURRENT RECREATION FACILITY?

The public is welcomed and encouraged to tour the existing recreation facility. If you are interested, please contact the Sanibel Recreation Department at (239) 472-6477 to schedule a tour.

IS THE PROPOSED RECREATION COMPLEX ENVIRONMENTALLY SENSITIVE?

Yes. As part of the schematic design, an independent architect with expertise in sustainable design reviewed the plans. The environmentally sensitive design features include natural lighting, windows to allow natural ventilation and solar panels. The architect identified ways to improve environmental sustainability as a method of verifying long-term energy efficiency and long-term cost. The end design will reduce operating costs and further is consistent with Sanibel's commitment to the environment.

HOW CAN I PROVIDE MY INPUT TO CITY COUNCIL ON THIS ISSUE?

City Council is always interested in citizen input on items pending before them. Council may be reached by:

- E-mail at sancouncil@mysanibel.com,
- Phone at (239) 472-3700
- Mail to Sanibel City Council, 800 Dunlop Road, Sanibel, Florida 33957.
- Additionally, public comment is welcomed at every City Council meeting.

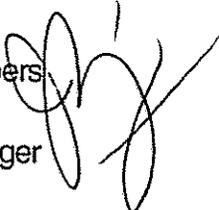
WHEN WILL CITY COUNCIL NEXT CONSIDER THIS ISSUE?

The next time the City Council will discuss this issue is on June 21, 2005. All City Council agendas are posted on the City Web Page at www.mysanibel.com.



MEMORANDUM

DATE: June 6, 2005

TO: Sanibel City Councilmembers 

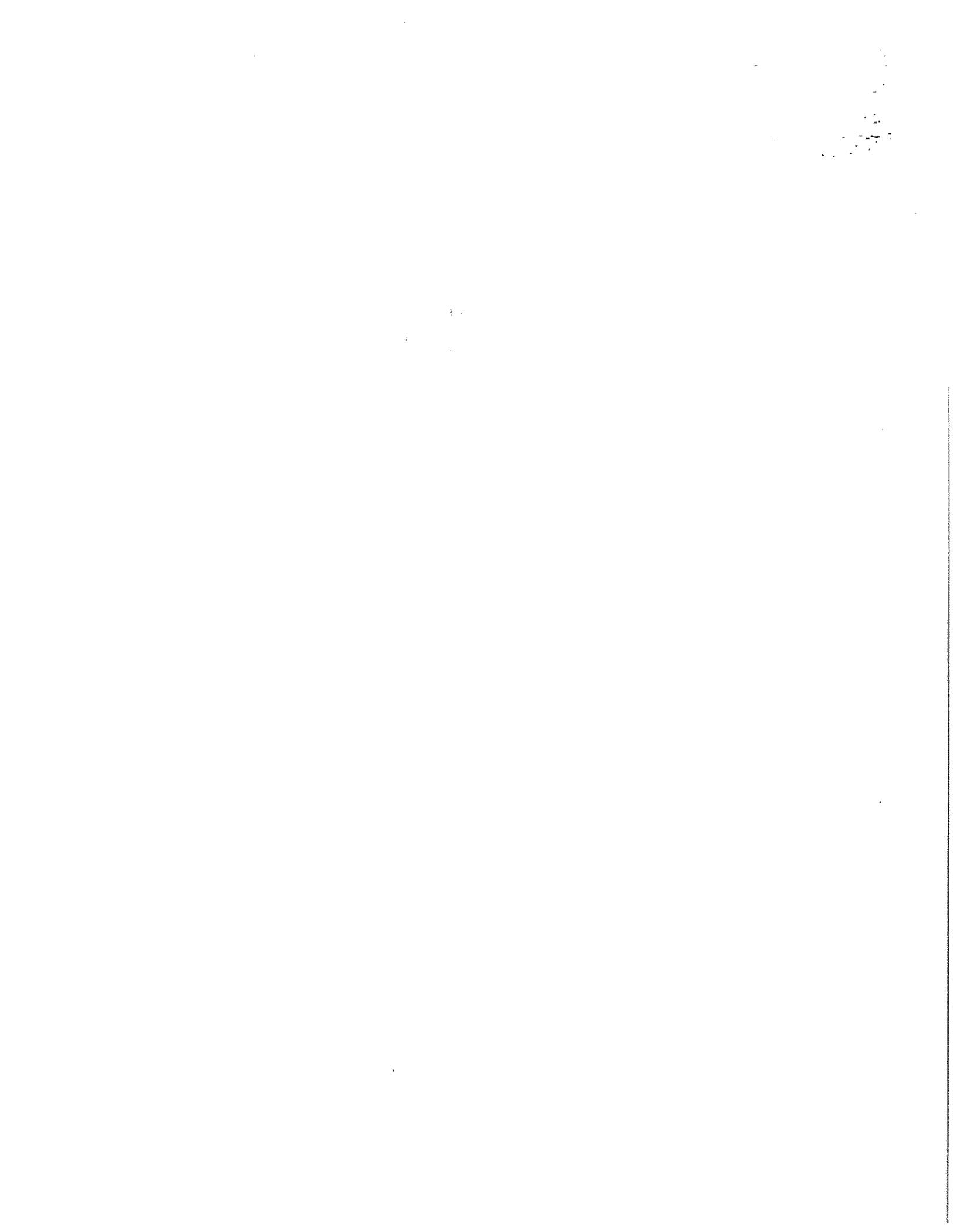
FROM: Judie Zimomra, City Manager

SUBJECT: Councilmember's Request – Billy's Bike Rentals – Segway Use

At the request of a City Councilmember, please find attached a copy of a Resolution recently adopted by the Planning Commission regarding Segways.

JAZ/cjm

Xc: Pamela Smith, City Clerk
Ken Cuyler, City Attorney
Ken Pfalzer, Acting Planning Director



RESOLUTION NO. 05-07

**CITY OF SANIBEL
PLANNING COMMISSION**

IN THE MATTER OF: Billy's Bikes
APPLICANT: Billy Kirkland
APPLICATION NO.: 05-2641CUP & 04-2568 DP
CONCLUSION OF HEARING: May 24, 2005
ADOPTION OF RESOLUTION: May 24, 2005

WHEREAS, the Planning Commission heard Application Nos. 05-2641CUP & 04-2568DP, submitted by Billy Kirkland, on behalf of property owner, TEG Investments, LLC, for a Conditional Use permit for vehicle rental and leasing to allow group led tours using electric personal assistive mobility devices ("segways") to be arranged from a commercial unit **for a trial period of 18 months**; and a development permit to add a business and make the site improvements required for the proposed use. The subject parcel is located at 1509 Periwinkle Way (tax parcel no. 30-46-21-T1-00004.0090); and

WHEREAS, it has been determined that the Applicant has complied with the filing requirements of Chapter 82, Article III, Division 3, Subdivision V, of the Land Development Code; and

WHEREAS, the Sanibel Planning Commission, after full and complete consideration of the discussion and evidence presented at the hearings of February 22, 2005, May 10, 2005 and May 24, 2005 at which written minutes were taken, makes the finding that the Record is substantially as follows:

1. At the Planning Commission hearing of February 22, 2005 Chairperson Jack Samler called the meeting to order. In addition to Chairperson Samler, the following Commission Members were present: Vice Chair Vallquette, Commissioner Billheimer, Commissioner Johnston, Commissioner Lapi, Commissioner Sprankle, and Commissioner Veenschoten. City Council Member Workman (as Liaison) was also present. Staff present: Acting Planning Director Pfalzer, and Susan Beck, Recording Secretary. City Attorney Cuyler and City Planner Gibson were present for the quasi-judicial hearings. The following persons were duly sworn: Roy Gibson, City Planner, Billy Kirkland, the Applicant, Ken Pfalzer, Acting Planning Director, Ted Gasteyer, President of the Sanibel Bike Club and Peter Hilger co-founder of the Sanibel Bike Club.
2. Chair Samler, Vice Chair Vallquette and Commissioners Billheimer and Sprankle and made site visits. Chair Samler disclosed he had a couple conversations with Mr. Kirkland but nothing of a substantial nature.
3. Roy Gibson, City Planner, presented the Planning Department's staff report dated February 17, 2005 and entered the staff report into the record as City Exhibit C-1.
4. Mr. Pfalzer presented background information regarding the staff report and reported that two functions of the Planning Commission apply to this hearing; (1) interpretation of the Code; (2) the application of standards. Mr. Pfalzer said "segways" have been approved by the Florida State Legislature, however, that legislation does allow local governments to place restrictions on the use of "segways" when there are safety concerns. Mr. Pfalzer further reported that the staff report includes a basis for Conditional Uses and Permitted Uses that are currently permitted in the Code and even though guided tours using a personal assistive mobility device are not found in the Code there are other allowed uses that would be similar to the tours so a comparison could be made. Mr. Pfalzer

reported that, at this time, staff does not believe there is sufficient information for the Planning Commission to make a determination regarding this application.

5. Mr. Kirkland agreed that Mr. Gibson could present staff's report before he spoke. Mr. Gibson reviewed the February 17, 2005 staff report and entered it into the record as City Exhibit C-1 including Attachments A through E. Mr. Gibson stressed that the application is for a change of use for a new business at 1509 Periwinkle Way to use "segways" as part of a tour business and not whether the use of "segways" is allowed on the shared use paths. Mr. Gibson reviewed each of the attachments and read parts of Attachment E, Article IV. Conditional Uses and stated there are several general requirements that are not been met by the proposed business, i.e., numbers 3, 5, 6, 8 and 6F.
6. The February 17, 2005 staff report identified the following issues.

Is the use, arranging group led tours using electric personal assistive mobility devices (EPAMDs) a permitted use in the General Commercial District?

Is this use subject to conditional use requirements as set forth in the Sanibel Code? If so, does the proposed use comply with the general requirements for conditional use approval?

Is the subject parcel adequate to accommodate another business? Is it adequate to accommodate the proposed use? If so, at what intensity of use?

Can appropriate operational restrictions be established and enforced to ensure that there is adequate parking at the point where the customer exchanges their transport (likely to be a car) for the EPAMDs?

Note: the issue of the safety of the EPAMDs, both to the user and those the user encounters is not addressed in the staff report. However, the applicant is advised that there is a possibility that restrictions of the use of EPAMDs may be considered and enacted to ensure the safety of the public. Any such restrictions would likely apply to EPAMDs used by their owner or those provided by others.

7. The February 17, 2005 staff report presented background on the application and a description of the applicant's proposal.

In late November and early December 2004 the applicant made several inquiries to the Planning Department about making Segways available for rent at the applicant's new bicycle retail business located at 1509 Periwinkle Way. Staff concluded that this is a different type of use than retail sales and it would have to be approved as a separate use. Subsequently, on December 14, 2004, the applicant filed a change of use development permit application to add a business for Segway sales and tours at the subject location. A copy of the development permit application was provided with the report as Attachment A.

The applicant proposes to establish a separate business in the existing commercial floor area on the subject parcel. Four additional parking spaces are proposed to be constructed on the subject parcel.

The applicant proposes to sell "segways" and arrange small group led tours (up to 10 persons) on Segways from the existing bicycle retail shop.

All "segway" tours will be led by the applicant or by designated employees. The tours will originate from the business being established in the subject retail sales location or from another predetermined location.

8. The February 17, 2005 staff report presented the following analysis and general summary of the application.

There are several sources of information regarding the "segway", also known as a "human transporter" or an electric personal assistive mobility device, referred to herein as an "EPAMD". Staff researched the internet and found many websites with information regarding the EPAMD. One site in particular, AmericaWalks.com, provides a "fact sheet" of information regarding the EPAMD. A copy of the "Pedestrians and the Segway" fact sheet was provided with the report.

City Attorney Ken Cuyler prepared a memorandum dated December 15, 2004 regarding the use of EPAMDs on the City's shared use paths. A copy of that memorandum was provided with the report.

A major component of the proposed use is the provision of a conveyance, i.e., the EPAMD. The rental and leasing of vehicles is a conditional use in the General Commercial District. The guided tour proposed in this application is fully dependent upon providing the conveyance. In that sense, it is the same as the rental of other vehicles and should demonstrate compliance with conditional use standards for that use.

The proposed use is not an incidental use to the existing retail store that sells bicycles. The sale of "segways" is assessed by the Planning Department as an incidental part of the bicycle shop as are the sale and repair of related equipment and merchandise. In more general terms, the existing use is a retail store.

Commercial districts allow non-residential uses that are not permitted by the underlying ecological zoning. In the General Commercial District, travel agents are a primary intended use. In addition to the travel agent office, there are charters for fishing, birding, shelling, and guided tours operating in the City. In the North American Industry Classification System (NAICS) published by the US Office of Management and Budget (1997), tour guides are listed in the same general category as travel agents. There are no tour guides operating from the General Commercial District. Current tour guide businesses are operating from residences as home occupations, from a special use district (i.e., Sanibel Marina), from the Federal Wildlife Refuge and Sanibel Captiva Conservation Foundation, and from off-island.

Operating tours is a separate business and not incidental to the retail store. As a separate business, the applicant must demonstrate compliance with requirements for adding a business to the subject parcel, including the adequacy of parking for the new use.

The applicant has shown that an additional 5 parking spaces can be provided for the proposed use onsite. The applicant indicates that up to 20 "segways" would be available for tours. This raises a question as to the availability of sufficient parking for the business. Moreover, if "segways" are delivered to customers for tours originating off-site, then the question of whether there is sufficient parking available at (what is now unspecified) off-site locations becomes an issue.

Sanibel Code Section 126-1362, Required spaces for other nonresidential uses, states, "for any nonresidential use which is not specifically identified in section 126-1361, the planning commission shall determine the number of parking spaces required, taking into account the similarity of the use to those specifically identified in section 126-1361 and the type and amount of parking likely to be required to serve the needs of expected employees, customers, clients, patrons, or other visitors. In determining the required number of parking spaces pursuant to this section, the planning commission shall also consider all available evidence, qualified opinion, and documentation available relating to the number of parking spaces reasonably required for various land uses, interpreting and applying such information in light of the peculiarities of the city, its traffic intensity and patterns, and the extent and type of commercial traffic in the city."

Many comments have been expressed regarding the appropriateness of the use of "segways" on the shared-use paths, especially with respect to their speed, size and operational characteristics (dominant movements) and compatibility with other users of the paths. A small but concentrated

number of "segways", as part of a group led tour, could overwhelm the design characteristics and normal use expectations of the existing shared-use paths.

The applicant has stated that the driveway and parking areas of the subject parcel will be used for training customers on the use of "segways" but has not explained how this activity is compatible with the intended use of the parking area. The applicant has not provided any other operational plan details, including the location or scheduling of tour routes.

Demonstrating internal and external compatibility is a requirement for conditional use approval. Any proposed conditional use must be compatible with other existing or proposed uses on or off-site. General requirements for conditional uses and specific requirements for vehicle rental and leasing are provided with the report.

The use of "segways" in shopping centers, along local streets, within neighborhoods, in parks, and on beaches is not part of this analysis. However, evaluation of impacts on vehicular traffic and pedestrian circulation patterns and the treatment of pedestrian ways are specific factors to determine if the use proposed can be approved. A local transportation system impact study might be necessary to determine sound conclusions. A result of such a study may find it necessary to make right of way design changes that will safely accommodate a use of the EPAMD.

The Planning Commission is authorized to approve requests for a conditional use when the applicant demonstrates compliance with all applicable requirements and conditions of the Sanibel Code.

There may be a case to conclude that the new business as proposed in this application is a conditional use. However, the applicant's operational plan is not detailed sufficiently to determine if the proposed use complies with applicable requirements or regulations of the Sanibel Code.

9. Questions from Commissioners –

Q1. What does internal and external compatibility mean?

A1. Internal refers to on-site uses and external refers to off-site. Attorney Cuyler explained compatibility.

Q2. Why didn't the Planning Commission receive a copy of the site plan?

A2. Mr. Gibson said the plan shows the addition of four parking spaces that will be behind the building. Mr. Gibson said the parking spaces would be considered developed area and the site can accommodate these spaces. Copies of the site plan were distributed to the Commissioners.

10. Mr. Kirkland distributed a document titled "Proposed Segway Tours" and entered this document into the record as Application Exhibit A-1. Mr. Kirkland emphasized the following:

- a. He would not rent "segways" to the public
- b. "Segways" will be used for guided tours
- c. Tours will have an instructor at all times
- d. All participants will receive instructions on how to ride a "segway" and will be required to wear helmets.
- e. \$1 million worth of liability insurance.

11. Mr. Kirkland said he does not believe that "segways" will create additional traffic on the shared use paths; 60 tours were safely conducted during Christmas week.

12. Ted Gasteyer, President of the Sanibel Bicycle Club, distributed a one-page summary of the Bicycle Club's concerns and reviewed paragraphs four and five. Mr. Gasteyer stated the shared use paths

are not wide enough and the addition of "segways" on the paths will increase the chance for accidents.

13. Mr. Hilger, co-founder of the Sanibel Bicycle Club, agreed with Mr. Gasteyer's comments and said he would ride his bike in the street if "segways" were allowed on the paths.

14. Commissioner's questions -

Q4. How quickly can you stop when you are going 12 MPH on a "segway"? Do you have to learn to brace yourself when you stop?

A4. Mr. Kirkland demonstrated the stopping capability of the "segway" and stated that the "segway" has five gyros, can stop immediately, and does not try to proceed when it touches an opposing object.

15. Mr. Gibson stated the issue is whether a new business to run tours should be a permitted conditional use.

16. Commissioner's questions -

Q5. Could the Planning Commission grant a temporary Conditional Use permit?

A5. Attorney Cuyler said a temporary permit could be issued to a certain date and then re-reviewed, however, the financial aspect of doing this should be considered. Attorney Cuyler emphasized that when Mr. Gibson is using the words "Permitted Use" this specifically means permitted Conditional Use.

Q6. At this time can an individual use a "segway" on the shared use paths?

A6. Attorney Cuyler said the Florida State Legislature passed legislation that pre-empts local law to permit these type vehicles in certain areas. However, in Florida, if city councils can find a safety issue they can regulate or ban the use of "segways".

Q7. Do the shared use paths have a speed limit?

A7. Attorney Cuyler said there is no speed limit on the shared use paths; however, City Council could determine a speed limit as a safety issue and the Planning Commission could include a speed limit as a condition when approving the application.

Q8. How would the tour leader know if someone at the back of the tour were injured or needed assistance?

A8. Mr. Kirkland said the tour guide would be equipped with a radio device to communicate with the participants. The tour guide would use a "segway" set in the "advanced mode" and participants' "segways" would be in the "training mode" traveling at 6 MPH.

Q9. Does this application raise a special liability issue for the City?

A9. Attorney Cuyler said the City is always in a position to be sued but liability would be Mr. Kirkland's responsibility. Attorney Cuyler's opinion is that the City would not be liable.

Q10. Has Mr. Kirkland talked with Ding Darling regarding the tours?

A10. Mr. Kirkland said he talked with people at Ding Darling but they want to see what the City's determination is before they make a decision.

Q11. Could Mr. Kirkland rent the "segways" on an individual basis?

A11. Mr. Pfalzer said he believes Mr. Kirkland sells the "segways". Mr. Kirkland said he is a licensed dealer but is not selling "segways" at the present time. Mr. Kirkland stated he does not want to rent "segways"; he wants to conduct tours. Mr. Pfalzer said the bike shop is a retail operation, a primary intended use in the general commercial district and staff believes "segways" could be sold from the bike shop; the rental is what makes this a conditional use. Staff's position is that

the tour would be permitted if the "segway" wasn't used but there is no difference between renting a "segway" for individual use and providing a "segway" as part of a tour.

Q12. Could "segways" be rented from the bicycle rental shop located across the street?

A12. Mr. Pfalzer said the specific use is for the approved inventory that is presently located at the rental shop and "segways" are not part of the inventory so they would need an amendment to the conditional use approval and a finding that renting "segways" would be a permitted use.

Q13. Why is this permit needed? Could "segways" be rented from the bike rental location and tours conducted free of charge without an additional permit?

A13. Mr. Pfalzer said the rental is what makes this a conditional use and this type business cannot be operated from off-island because you have to have a business location on Sanibel.

Q14. Why is the primary reason for the Sanibel Bicycle Club's objection the width of the shared use paths and how does this relate to the application regarding "segway" tours?

A14. Mr. Gasteyer said the issue of path widths is an on-going issue. Federal standards recommend a path width of 12'; most of the paths on Sanibel are between 6' and 10'. The Bicycle Club is not specifically opposed to "segway" tours; the issue is the width of the paths and the safety of the people using the paths.

Q15. How do you recharge "segways"?

A15. Mr. Kirkland reported that "segways" have a built-in charger, traveling at 12 MPH the charge will last for 12 miles; traveling at 6 MPH you could go approximately 20 miles; tours are approximately 4 miles.

Q16. If this application is approved does it have any effect on individual rentals?

A16. Attorney Cuyler reported the request is for a tour business and the Conditional Use is being reviewed for that condition and if approved, that condition would be placed on the Conditional Use and the applicant would not be allowed to rent for individual use.

Q17. Are there any safety concerns regarding the training area?

A17. Mr. Kirkland reported that training will be held in back of the building and cones would be placed to protect the students.

Q18. What is the history of tours on Sanibel?

A18. Mr. Pfalzer answered that, to date, there is no tour history from a commercial location for Sanibel. There are tours (1) that operate out of the Special Use District, (2) from the Sanibel Marina, (3) home occupation fishing tours and (4) off-island tours using waters of Sanibel. Staff also looked at the travel agency business because guided tours are considered travel agents. The question is, do guided tours have any similarities to the "segway" tours.

Q19. Are there any negatives associated with this application?

A19. Mr. Pfalzer said that parking is a major concern. Four parking spaces have been added to the site plan, but is this enough parking for the additional business created by the tours.

Q20. Could the following conditions be added?

- a. Answer to the parking question
- b. Require communication devices to be used between tour leaders and participants
- c. Issue a temporary Conditional Use permit for 1 year

A20. Attorney Cuyler said that Florida State Law allows the "segways" to be used so City Council would have to have a safety reason not to allow the "segways" on the shared use paths, the question is, can the applicant be approved to conduct guided tours using "segways".

Q21. How is the prohibition of off-island businesses conducting business on Sanibel enacted?

- A21. Mr. Pfalzer said if an off-Island business uses the City's thoroughfares for their business they would need a City Occupational License.
17. Commissioner Johnston stated it is important to look at tour routes, especially regarding the width of the paths. Mr. Kirkland said the paths intertwine and it is difficult to assure the tour will stay on a wide path.
18. Commissioner's questions -
- Q22. How long do the tours take?
- A22. Mr. Kirkland said each tour takes approximately from 1 hour 15 minutes to 1 hour 30 minutes; this includes training time. The actual tour is about 1 hour.
19. Commissioner Lapi stated that "segways" in the training mode are not going very fast; people walk at a speed of approximately 4 MPH.
20. Commissioner's questions -
- Q23. If the building that Billy occupies is sold and the new owners want to sell bikes, would that be allowed?
- A23. Mr. Gibson said this would be allowed.
- Q24. If the new owner wanted to rent bikes from this location, would they have to come before the Planning Commission?
- A24. Mr. Gibson said that renting bikes is a conditional use and the new owner would have to come before the Planning Commission.
21. Commissioner Veenschoten said since safety issues are the only way to restrict the use of "segways" he strongly recommends that any approval of the application be for a temporary length of time to make sure the "segways" are really safe.
22. Chair Samler said he would rather have "segways" used in tours led by experienced guides than a family of four novice bike riders on the shared used paths. Chair Samler agreed there are a number of unanswered questions regarding this application.
23. Mr. Kirkland asked if there is enough undeveloped area available on the site for more than four parking spaces. Mr. Gibson said he believes the amount of undeveloped area allows for four additional spaces. Mr. Kirkland asked why it would be necessary for him to have more than four additional spaces for the 20 "segways" when he only needs a total of five spaces for 40 bike rentals. Mr. Pfalzer said he is looking at this in a practical manner and wants to assure there are enough parking spaces to accommodate people who take the tours. Many bike rentals are delivered to or picked up by the renter. The requirement for parking is different than for a tour operator.
24. Chair Samler said the session had been very educational, asked the Commissioners if they had additional questions or comments and suggested the hearing be continued.
25. Commissioner Sprankle asked if the reason insurance companies will not issue policies for individual "segway" rentals is because there is a safety issue. Mr. Kirkland said the reason for not issuing insurance policies is because the product is new.
26. Commissioner Valiquette said his only concern is the number of parking spaces and the issue of roadside parking. Mr. Pfalzer said that parking and compatibility both need adequate controls. He doesn't want a parking problem where the tours originate.

27. Commissioner Valiquette moved to continue the hearing to a date uncertain. Commissioner Johnston seconded the motion. The motion carried by a unanimous roll call vote.
28. Chair Samler suggested that the Planning Department staff and applicant develop the cost of restricting the application to a trial period and to decide how many "segways" will be permitted on a tour.
29. Mr. Kirkland read the last item in a memorandum dated February 21, 2005 from Chief Tomlinson stating that the City of Sarasota issued an occupational license for Florida Everglides, Inc. to run "segway" tours; no record of any accidents involving the "segways" or any other problems have been reported.
30. Mr. Gibson said he believes the desire of the Planning Commission is for the applicant and staff to look at operational details, i.e., consider the appropriateness of this use and conditions the Planning Commission can consider, parking, speed, distance of the tours, communication between leader and riders and more defined routes for tours (using shared use paths and other thoroughfares).
31. Mr. Pfalzer said the conditions will be looked at and staff will work with the applicant to remedy any concerns. Notice of the continued hearing will be sent to the same property owners who received the original notice and a notice will also be published in the newspaper.
32. Commissioner Veenschoten asked staff to investigate whether the Planning Commission can grant a temporary Conditional Use. Mr. Pfalzer said in the past a Conditional Use permit for beach equipment was written to be reviewed after three years.
33. Commissioner Johnston was elected to City Council and resigned her appointment to the Planning Commission.
34. Dr. Phillip Marks was appointed to the Planning Commission for the term vacated by Mayor Johnston.
35. At the Planning Commission hearing of May 10, 2005 Chairperson Jack Samler called the meeting to order. In addition to Chairperson Samler, the following Commission Members were present: Vice Chair Valiquette, Commissioner Billheimer, Commissioner Sprankle, and Commissioner Veenschoten, Commissioner Lapi was excused from the meeting. Staff present: Acting Planning Director Pfalzer, City Attorney Cuyler, City Planner Gibson and Susan Beck, Recording Secretary. Billy Kirkland, Applicant, was in attendance. Chair Samler stated that anyone who was duly sworn during the February 22, 2005 meeting would remain sworn for the May 10, 2005. The following persons were duly sworn: Jim Drotleff, Sanibel resident and Patty Sousa, Sanibel resident were duly sworn on May 10, 2005.
36. Vice Chair Valiquette and Commissioners Marks, Sprankle and Veenschoten reported they made site visits. Commissioner Billheimer said he drives by the site every day but did not make a site visit. Vice Chair Valiquette and Commissioner Marks disclosed ex-parte communications.
37. Roy Gibson, City Planner, presented the Planning Department's staff report dated May 5, 2005 and entered the staff report into the record as City Exhibit C-3. The May 5, 2005 staff report identified the following issues.

Is the proposed use, arranging group led tours using EPAMDs ("segways"), a permitted use in the General Commercial District?

Does the application to establish the proposed use demonstrate compliance with conditional use requirements: both general requirements and specific requirements for the rental of vehicles?

Has the applicant demonstrated that the proposed use

is compatible with other uses?

will not adversely affect traffic flow to a significantly greater extent than permitted uses?

is inherently beneficial to the community or reasonably necessary for its convenience?

Is the subject parcel adequate to accommodate the proposed use? If so, at what intensity of use?

Is adequate parking being provided for the proposed use? Can appropriate operational restrictions be established and enforced to ensure that there is adequate parking at the point where the customer exchanges their transport (likely to be a car) for the EPAMDs?

38. The May 5, 2005 staff report presented further background on the application and a revised description of the applicant's proposal:

Prior to filing the pending applications, the applicant made several inquiries to the Planning Department about making "segways" available for rent at the applicant's new retail business located at 1509 Periwinkle Way. Staff concluded that this activity is more than incidental to the retail sale of bicycles and related items and requires approval as a separate use.

Subsequently, the applicant filed a change of use development permit application to add a business for "segway" sales and tours at the subject location. A copy of the development permit application was provided with the February 17, 2005 staff report concerning this application. The Planning Department informed the applicant that the proposed use is not identified as a use permitted in the General Commercial District.

However, it may be possible to consider the proposed use as a conditional use if an interpretation is made that the business operates in a manner similar to that of a vehicle rental and leasing business. The applicant filed a conditional use application seeking approval for the "segway" tour business. A copy of the conditional use application was provided with the February 17, 2004 staff report.

The applicant proposes to establish a separate business in the existing commercial floor area on the subject parcel. The minimum unit size for a commercial use is 300sf of floor area. The applicant has identified the area in the existing retail store that will be converted for use by the proposed new business. A copy of the proposed floor plan for the new use was provided with the.

The minimum number of parking spaces for any service commercial use in a Commercial District is 5 parking spaces. Sixteen (16) of the 17 existing parking spaces available at the subject parcel are required for the 2 existing businesses. The applicant proposes to add 4 parking spaces to the subject parcel in order to make 5 spaces available for the proposed use. A copy of the proposed site plan, showing existing and proposed parking spaces, was provided with the report.

The applicant proposes to sell "segways" and arrange small group led tours (up to 10 persons) on "segways" from an area within the existing bicycle retail sales store.

All "segway" tours will be led by the applicant or by designated employees. The tours will originate from the business being established in the subject retail sales location or from another predetermined location.

Since the February 22, 2005 public hearing, the applicant has submitted a 3-page narrative of the proposed use. In the general description of the proposed use, the applicant has amended the

conditional use application by reducing the number of "segways" that will be available for tours from 20 to 10. A copy of that description was provided with the staff report.

39. The May 5, 2005 staff presented the following analysis and general summary of the application.

The sale of "segways" at the existing retail store can be considered as an incidental part of the bicycle store, as are the sale and repair of related equipment and merchandise. However, the Planning Department disagrees with the applicant's assertion, in his general description of the proposed use, that tours, using the EPAMD, are an incidental use in conjunction with the retail sales of bicycles and related items. The Planning Department's position is that a tour operator with the rental of vehicles is a separate use and not an incidental use to the existing retail store that sells bicycles.

A major component of the proposed use is the provision of a conveyance, i.e., the EPAMD. The rental and leasing of vehicles is a conditional use in the General Commercial District. The guided tour proposed in this application is fully dependent upon providing the conveyance. In that sense, it is the same as the rental of other vehicles and should demonstrate compliance with conditional use standards for that use.

Operating tours is a separate business and not incidental to the retail store. As a separate business, the applicant must demonstrate compliance with requirements for adding a business to the subject parcel, including the adequacy of parking for the new use.

With the addition of the 4 parking spaces proposed in these applications, 5 on-site parking spaces can be provided for the proposed use. Although the addition of 4 parking spaces increases the on-site parking available at the subject parcel to 21 spaces, 16 of those spaces are required for the other uses on the subject parcel. In the general description of the proposed use, the applicant has amended the conditional use application by reducing the number of "segways" that will be available for tours from 20 to 10. Even with this reduction in the number of "segways", the availability of sufficient on-site parking remains an issue.

The applicant's proposal to share parking with the adjacent commercial use is only viable if that property owner joins in these applications. Moreover, if "segways" are delivered to customers for tours originating off-site, then the question of whether there is sufficient parking available at (what is now unspecified) off-site locations becomes an issue. Those locations would also have to join the application.

Sanibel Code Section 126-1362, Required spaces for other nonresidential uses, states, "for any nonresidential use which is not specifically identified in section 126-1361, the planning commission shall determine the number of parking spaces required, taking into account the similarity of the use to those specifically identified in section 126-1361 and the type and amount of parking likely to be required to serve the needs of expected employees, customers, clients, patrons, or other visitors. In determining the required number of parking spaces pursuant to this section, the planning commission shall also consider all available evidence, qualified opinion, and documentation available relating to the number of parking spaces reasonably required for various land uses, interpreting and applying such information in light of the peculiarities of the city, its traffic intensity and patterns, and the extent and type of commercial traffic in the city."

The applicant states that the driveway and parking areas of the subject parcel will be used for training customers on the use of the "segway". The training course is identified on the proposed site plan provided in Attachment B of the staff report. Although it is essential that training be conducted on the site of the business and not in the public right-of-way, the training activity is not readily compatible with a commercial parking lot. Furthermore, the applicant has not stated how training will be provided for tours originating at locations other than at the subject parcel.

Demonstrating internal and external compatibility is a requirement for conditional use approval. Any proposed conditional use must be compatible with other existing or proposed uses on or off-site.

The staff report noted that many comments have been expressed regarding the appropriateness of the use of "segways" on the shared use paths, especially with respect to their speed, size and operational characteristics (dominate movements) and compatibility with other users of the paths. This concern is broader than the scope of this analysis, but the applicant needs to be aware that there is a possibility that restrictions of the use of EPAMDs may be considered and enacted to ensure the safety of the public. Any such restrictions would likely apply to EPAMDs used by their owners and those provided by others.

There may be a case for the Planning Commission to conclude that the proposed use is permitted as a conditional use. However, the applicant's operational plan is not detailed sufficiently to determine if the proposed use complies with general requirements for the conditional use.

The applicant needs to demonstrate that the proposed development will not adversely affect compatibility with other uses, either on, adjacent to, or nearby the subject parcel; will not adversely affect the traffic flow to as significantly greater extent than permitted uses; will not adversely affect the health safety and welfare of the community or its goals and objectives; and shall be inherently beneficial to the community or reasonably necessary to its convenience.

In terms of on-site considerations associated with these applications, the adequacy of parking remains a major concern. It seems implausible that the proposed business only requires 5 parking spaces.

If 2 of the 5 on-site parking spaces available for the proposed use are needed to accommodate employees, vendors and visitors that are not taking the tour, then only 3 parking spaces would be available for the vehicles of those taking the tours. Requiring one parking space for each "segway" seems unnecessary: requiring 1 space for each 2 "segways" may be appropriate. Requiring only 1 space for each 3 "segways" seems inadequate based on the general description of the proposed use.

Although the applicant has scaled-back the number of "segways" that are to be made available for tours to a relatively small number (10), the business is also a small space (300sf of commercial floor area and 5 on-site parking spaces).

Planning Commission is authorized to approve requests for a conditional use when the applicant demonstrates compliance with all applicable requirements and conditions of the Sanibel Code. It is the position of the Planning Department that the applicant has not demonstrated that the proposed use, as currently proposed, is in compliance with the standards and requirements of the Land Development Code.

39. The May 5, 2005 staff report contained the Planning Department's recommendation that the Planning Commission take no final action on these requests, unless the applicant can demonstrate that the proposal for guided tours using "segways" as the tour conveyance complies with applicable standards and requirements of the Land Development Code.
40. Chair Samler asked if staff concluded that the "segway" tours are more than incidental to the sale of bicycles and constitutes a separate business. Mr. Gibson said this was true. Chair Samler said the floor plan indicates an excess of 300sf dedicated to the business and asked if there was adequate separation of two businesses within one business location. Mr. Gibson reported that the location meets the minimum floor area requirement for separate use. Mr. Gibson said there is no physical separation of 300' within the commercial unit but it does provide for the minimum 300sf of commercial floor area for a separate business. Mr. Pfalzer said the Code requires that commercial businesses occupy a minimum of 300sf and staff

believes the proposed application meets the requirement. Mr. Kirkland is operating both businesses and the same personnel will assist the customers of each business. Mr. Pfalzer further stated that if one of the businesses ceased operation it could not be replaced by another business.

41. Commissioner Billheimer asked Mr. Gibson to elaborate on the concerns regarding the parking space issue. Mr. Gibson said staff is concerned that when training is being done access to the rear of the building could be impeded. Commissioner Billheimer asked Mr. Kirkland if he trained ten people at one time. Mr. Kirkland said that an average of five people are trained at one time.
42. Mr. Kirkland distributed pictures to the Planning Commission and entered the pictures into the record as Applicant Exhibit A-3. Mr. Kirkland said when he submitted the revised proposal with (1) a new layout, (2) a decreased number of "segways" (20 to 10), and (3) a deletion of the additional parking at an off-site location he believed all concerns had been rectified. Mr. Kirkland stated that he didn't understand the concern regarding off-site parking when other vendors aren't required to meet parking space regulations. Mr. Kirkland said if he was conducting a tour at the request of Sun Dial the guests would use the same parking spaces they use while staying at Sun Dial and he didn't feel he is any different than a vendor making a delivery when he delivers the "segways". Mr. Kirkland said he has been giving scooter lessons for 15 years on a public street and this is "ok" with the City and he doesn't understand why there is a concern regarding "segway" training within a controlled area. Mr. Kirkland said he talked with the tenants of the adjoining shop and they have no problem with the lessons being held in the proposed area.
43. Commissioner Veenschoten asked Mr. Kirkland to demonstrate how the approval of this application would benefit the residents of Sanibel. Mr. Kirkland said the "segways" would be used for (1) nature tours, (2) tours through the Historical Village and (3) to educate people about the Island's environment. Commissioner Veenschoten said the approval would be beneficial to Mr. Kirkland and to the few people who take the tours but would not benefit the Island as a whole and these tours would be very objectionable to other people using the shared use paths. Mr. Kirkland said he was asking for approval of the application on a trial basis for a year and a half and at the end of the trial period a determination could be made whether it was a benefit to the Island. Commissioner Veenschoten said motorized vehicles are not allowed on the shared use paths and asked if approval of this application opens the door to other motorized vehicles.
44. Attorney Cuyler reported that in terms of the use of "segways" on multi-use paths there is a Florida State Law (State Law preempts local law) that addresses the use of "segways" and one of the laws says "segways" are allowed on bike paths. Attorney Cuyler further stated that City Council can review this issue and if they find that "segways" are unsafe they have the ability to prohibit them from the shared use paths. Attorney Cuyler told the Planning Commission that the safety criteria should not be used to prohibit the use of "segways" on the shared use paths. Attorney Cuyler further stated that even though Sanibel has a code provision that prohibits motorized vehicles from being used on the shared use paths, the State law specifies that any local law that conflicts with State Legislation cannot be enforced by the local government. Commissioner Veenschoten asked for a copy of this law. A copy was made from Attorney Cuyler's memo provided as Attachment D of the February 17th staff report and distributed to each of the Commissioners.
45. Chair Samler asked if after "segways" had been in use and if the City determined they were unsafe could they be prohibited on the shared use paths. Attorney Cuyler said they could; however, it would be best to have facts to support a finding, for example, if the City were to show a pattern of use and accidents. Chair Samler said the question is, should organized group tours be allowed on the shared use paths by a company that has adequate space in

square footage to run a separate business and to do training in the parking area. Attorney Cuyler said this was correct. Attorney Cuyler stated that staff had not raised the issue of whether "segways" were permitted on the shared use paths.

46. Commissioner Veenschoten said his understanding is that the Commission should not consider the fact that the "segways" may be illegal because they are motorized or that the use of "segways" might be objectionable on the shared use paths. Attorney Cuyler said this is not a consideration because the Florida State Legislature has mandated that "segways" are legal on bicycle paths unless the local governing body determines otherwise as a result of safety issues. Attorney Cuyler added that the criteria of whether these tours would be a benefit to the community could be used in the determination of the conditional use. Attorney Cuyler emphasized that, at this time, if the only reason to deny this application is because of safety on the shared use paths, the application cannot be denied.
47. Commissioner Sprankle asked what location would be used to sell the "segways" and stated she had two concerns (1) the parking/training situation - the parking area may be too congested, (2) safety on the shared use paths. Mr. Kirkland said "segways" are sold from 1509 Periwinkle Way. Mr. Kirkland also said he had a list of safety guidelines and suggested that these guidelines be included as conditions for approval of the application. Mr. Kirkland reported that if an adjoining business is holding a special event and needs to have more parking he would not schedule "segway" tours and, therefore, would not need the space for parking or training.
48. Vice Chair Valiquette said he thought that during the February 22, 2005 meeting the issue of parking had been resolved. Vice Chair Valiquette stated there are 20 parking spaces at the site and only two tenants. Mr. Gibson said that the "segway" tour business would be considered the third business. Vice Chair Valiquette asked if Grand Hilton uses the front four parking spaces for employees or if renters use the spaces for parking when they pick up keys. Mr. Gibson said he believed that employees use these spaces but this could change. Mr. Gibson further stated that if Grand Hilton moved out of the building the space could be used as an office or as a retail use. Mr. Pfalzer said that by code the real estate business is entitled to nine parking spaces, however, they don't require this many spaces. Mr. Pfalzer reported the following as background information:
 - a. As a Conditional Use or for any commercial use when the Code does not specify the number of required parking spaces the Planning Department will make a determination as to the number of needed spaces.
 - b. As a Conditional Use one of the general criteria is to look at the adequacy of parking and the Code states these standards should be used as a guide.
 - c. In the past, the Planning Commission required certain uses to have more spaces than the Code requires and other times they have required fewer spaces, i.e., the Code required 8 parking spaces for the ice cream shop at Tahitian Gardens but in reality, after doing a parking study, it was found that the parking lot is never filled to capacity so the number of existing parking spaces was adequate.
 - d. Mr. Kirkland feels there is adequate parking on his site because the existing parking spaces are not used on a regular basis.
49. Mr. Kirkland said he employs a total of 16 people but only one employee drives to work and uses a parking space. Mr. Kirkland added that he also drives to work.
50. Vice Chair Valiquette asked if bikes were rented across the street from the bike sale business. Mr. Kirkland said this was correct. Vice Chair Valiquette asked, if someone buys a bike, do they put it in their car and leave. Mr. Kirkland said customers either take the bicycle with them or he delivers the bicycle. Vice Chair Valiquette said he doesn't think there is a problem with the number of parking spaces because he assumes that people taking the "segway" tours

don't come in individual cars, i.e., a family of four or five comes in one car and takes the tour together. Mr. Kirkland said this was correct. Vice Chair Valiquette asked where training will be done for off-site tours. Mr. Kirkland answered that at Sun Dial training will probably be in the tennis court area and he would transport the "segways" in his pickup truck.

51. Vice Chair Valiquette said you fall off bikes but you don't fall off "segways". Vice Chair Valiquette reported that employees at Disney World are using "segways" to maneuver through crowds. Mr. Kirkland said that more and more municipalities are using "segways" to get thru crowds. Mr. Kirkland said "segways" are very safe but he doesn't believe they should be rented unless a tour group is using them.
52. Commissioner Sprankle asked why Mr. Kirkland didn't think it was safe to rent "segways" to individuals. Mr. Kirkland said his preference is to run tours because tours are a controlled environment, experienced guides are present, and safety regulations can be imposed. Mr. Kirkland said it isn't safe for someone to rent a "segway" and start riding it without any training. Commissioner Sprankle asked Mr. Kirkland if he trains people who purchase the "segways". Mr. Kirkland replied that he does.
53. Chair Samler asked what the City would do if someone at Sun Dial wanted to run a tour using 10 "segways". Mr. Pfalzer said accessory commercial uses in the resort district require Conditional Use approval. Mr. Pfalzer said if this happened on a one-time basis they would be under the radar but if it became a routine they would be asked to stop running the tours until they obtained Conditional Use approval.
54. Mr. Kirkland gave a demonstration of the "segway".
55. Commissioner Marks said public safety is the most important issue. Commissioner Marks reported that the shared use paths are very crowded with walkers, joggers, bicyclists and people pushing baby carriages and even though Mr. Kirkland is very adept at using the "segway" there could be people taking tours who are older with slower reflexes or young children. Commissioner Marks said he investigated safety issues and found the following:
 - a. A recall of "segways" occurred in 2003 due to a software problem that caused the "segway" to stop suddenly when the battery was low and several people were thrown off or fell off the machine
 - b. San Francisco banned "segways" from sidewalks due to a hit and run accident
 - c. A fatality occurred in Las Vegas
 - d. A trainer of "segways" at the Vancouver airport fell and shattered his shoulder
 - e. President Bush fell off a "segway" and injured his knee
56. Commissioner Marks also reported that the following organizations have expressed their disapproval of "segways":
 - a. AARP
 - b. The American Council of Blind Americans
 - c. Berkley City Council
 - d. California Congress of Seniors
 - e. City of Oakland
 - f. City of San Jose
 - g. City of San Francisco
 - h. The Older Women's League
 - i. The Senior Active Network
 - j. The Californians' for Disability Rights
 - k. The International Association for Disability Resources issued a pediatric safety alert for young children.

57. Commissioner Marks reported that the National Association of Government Highway Safety feels there should be real-world testing, especially at intersections. Commissioner Marks stated there are seven major intersections on Sanibel and approximately 20 to 22 cut-ins where you can turn into small shopping centers – these are the areas where it is the most dangerous. Commissioner Marks also stated that “segways” are not safe for young children and only two states have full licensing and safety standards for “segways”.
58. Vice Chair Valiquette asked if the Planning Commission should consider whether these tours would be conducted on the shared use paths or on the roads and also consider the Conditional Use permit and the parking issues. Attorney Cuyler said basically you do not consider the safety issue, you look at other Conditional Use elements. Attorney Cuyler stated that you have to separate “is it safe and do we want it on the shared use paths” from “has the applicant met all criteria for a Conditional Use both with respect to the on-site operation and any of the off-site considerations that have been raised by staff”.
59. Mr. Kirkland proposed that the following safety conditions be included in any approval:
- a. “Segways” will only be used for tours, not for individual use
 - b. During tours, the “Segways” can only be operated in the training (black key) or sidewalk (yellow key) modes
 - c. All tour riders must watch the “safety video” before physically operating a “Segway”
 - d. An experienced tour leader will give riders hands-on training in a controlled area
 - e. All riders must obey all state and local laws that pertain to “Segways”
 - f. Only an experienced “Segway” leader/operator will give tours
 - g. There will be one tour leader for every five people for a ration of 1:5
 - h. The maximum number of people per tour (including tour leaders) is twelve
 - i. When two leaders are present for the same tour, they will use private communication devices (two-way radios or cellular phones) and be equipped with rear view mirrors
 - j. Tours will not enter any private property without prior permission from the owner
 - k. Tours will not be conducted after dark
 - l. All “Segways” will be equipped with a sounding device
 - m. All “Segway” tour operators will provide a copy of insurance to The City of Sanibel
 - n. All riders must wear helmets at all times while operating “Segways”
 - o. Riders are not permitted to operate a “Segway” while under the influence of alcohol or drugs
60. Commissioner Sprankle asked if people renting bicycles are required by law to wear helmets. Mr. Kirkland said anyone under 16 years old must wear a helmet. Commissioner Sprankle asked if helmets were required when renting scooters. Mr. Kirkland answered that one of the conditions in his permit is that helmets are required.
61. Commissioner Billheimer asked if Mr. Kirkland's regulations were law. Mr. Kirkland said they are not. Commissioner Billheimer asked if Mr. Kirkland's regulations could be included in the Planning Commission's decision. Attorney Cuyler said the Planning Commission has the right to impose conditions on the applicant and this could be done during the meeting and the City can enforce these conditions.
62. Chair Samler asked if there were any public comments.
63. Jim Drotleff, Sanibel resident, said he was representing the Sanibel Bicycle Club. Mr. Drotleff said the bicycle club does not have a problem with “segways” their concern is with the poor condition and narrow width of the shared use paths. Mr. Drotleff said federal standards require bicycle paths to be 10' wide, most of the paths on Sanibel are 8' wide, and they are very

crowded. A member of the bicycle club distributed a document titled "The Use of Segways on Sanibel's shared use paths". This document was entered into the record as Public Exhibit P-1.

64. Chair Samler said he agrees with the bicycle club's issues.
65. Vice Chair Valiquette moved that a resolution be prepared for submittal to the Planning Commission at 9:10 A.M. on May 24, 2005 approving Application nos. 05-2641 CUP and 04-2568 DP as submitted for a trial period of 1.5 years; to include safety conditions proposed by the applicant and the Planning Department and to keep the hearing open. Commissioner Billheimer seconded the motion. The motion carried by a 4 to 2 vote with Commissioners Veenschoten and Marks dissenting. Commissioner Lapi was excused from the meeting.
66. Patty Sousa, Sanibel resident, stated that approving or denying the application does not preclude "segways" on the paths so it becomes a much bigger issue. Permitting a tour of 10 people is very minor in the big picture when numerous "segways" are on the paths. Ms. Sousa asked the following: (1) will there be a liability issue, (2) who will keep the accident reports and (3) who will deal with all the safety factors. Ms. Sousa asked the Commission to think about the entire process not just one permit.
67. Chair Samler said that approving only a trial time period would help determine if there are any issues that would preclude approving these tours on a full-time basis.
68. Commissioner Sprankle asked if "segways" are permitted on Sanibel streets. Attorney Cuyler read the following from the Section 316.2068, Florida Statutes:
 1. An electric personal assistive mobility device, as defined in s. 316.003, may be operated:
 - a. On a road or street where the posted speed limit is 25 miles per hour or less
 - b. On a marked bicycle path
 - c. On any street or road where bicycles are permitted
 - d. At an intersection, to cross a road or street even if the road or street has a posted speed limit of more than 25 miles per hour
 - e. On a sidewalk, if the person operating the device yields the right-of-way to pedestrians and gives an audible signal before overtaking and passing a pedestrian
69. Commissioner Sprankle asked if there is a minimum speed requirement on Periwinkle Way. Attorney Cuyler said not to his knowledge but a bicyclist would have to adhere to the same regulations as motorists.
70. Chair Samler said if Billy's rental business wanted to expand into "segways", under the Conditional Use permit he now has, this expansion would have to come back to the Planning Commission. Mr. Pfalzer said this was correct.
71. Commissioner Veenschoten said safety issues are a very big factor and, therefore, he could not support the motion.
72. Commissioner Billheimer said the safety issues are as big as Billy's right to have a lawful business and you can't withhold Billy's right to pursue a business venture if he meets all the criteria under the law. Commissioner Billheimer further stated if there would be an accident with injuries, hopefully they will be minor, and that will persuade City Council to make regulations that would prevent further injuries. Commissioner Billheimer stated that other than the weight of the "segways", bicycles are much more hazardous. Commissioner Billheimer added that he hopes City Council will address the issues brought forward by the bicycle club.
73. Commissioner Sprankle asked is the "segways" will add traffic to the shared use paths.

Jim Drotleff, Sanibel resident, said they would add a new population. Mr. Drotleff said he is concerned that more bikers will ride on City roadways as the shared use paths become more crowded - the City must have adequate bike paths.

74. Mr. Kirkland asked everyone to give him feedback regarding any problems they see concerning "segways".
75. At the May 24, 2005 meeting Vice Chair Valiquette called the meeting to order. In addition to Vice Chair Vallquette, the following Commissioners were present – Commissioner Billheimer, Commissioner Lapi, Commissioner Marks, Commissioner Sprankle. Chair Samler and Commissioner Veenschoten were excused from the meeting.

WHEREAS, the Planning Commission hereby makes the following conclusions of law based on the foregoing findings of fact, taking into account the totality of the evidence heard:

1. The Conditional Use approval requested is in compliance with the general standards for Conditional Uses and the specific standards for rental and leasing of vehicles.
2. The Conditional Use approval requested is consistent with the *Sanibel Plan*.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Sanibel, that Application Nos. 05-2641CUP and 04-2568 DP are hereby **APPROVED**, subject to the following conditions:

1. Conditional use approval for vehicle rental and leasing, granted by this resolution, allows group led tours using electric personal assistive mobility devices to be arranged at a commercial unit established on the subject parcel; however, this conditional use approval and the approval of the development permit required to add the business at the subject parcel expires 18 months from the date of approval of this resolution. The approved activity must cease and the use must be abated from the subject parcel on or before that expiration date, unless the applicant obtains an additional conditional use approval in accordance with all applicable conditional use application and hearing procedures in effect at that time, that voids or extends such expiration date.
2. Prior to the issuance of the occupational license to conduct the business activity authorized by this resolution, the applicant must construct the site improvements, including adding 4 additional parking spaces, requested in the development permit application to add a business to the subject parcel.
3. The only commercial activity allowed to be conducted outside a completely enclosed building on the subject parcel is on-site training in the operation of a "segway".
4. The maximum number of "segways" that can be on tour at any one time within the City limits is 10, excluding the "segway" being used by the tour leader.
5. There will be one tour leader for every five people for a ratio of 1:5.
6. Only experienced "segway" leader/operator will give tours.
7. When two leaders are present for the same tour, they will use private communication devices (two-way radios or cellular phones) and be equipped with rear view mirrors
8. Segways will only be used for tours, not for use individually.
9. During tours, the "segways" can be operated at a maximum speed of 8 miles per hour.

10. All tour riders must watch the "safety video" before physically operating a "segway".
11. An experienced tour leader will give tour riders hands on training, in controlled area
12. Tours will not enter any private property without prior permission from the owner
13. Tours will not be conducted after dark
14. All "segways" will be equipped with a sounding device
15. All "segway" tour operators will provide a copy of insurance to the City
16. All riders must wear helmets at all times while operating "segways"
17. Riders are not permitted to operate a "segway" while under the influence of alcohol or drugs
18. Aside and apart from any police reports that may be required, any accident that occurs during training and/or touring involving personal injury and/or property damage must be reported to the office of the City Manager.

The development permit shall expire 60 days from the date of issuance if the development authorized herein is not commenced.

NO VESTED RIGHTS

No vested rights are granted, or intended to be granted, to the property owner, business owner, or any other party with respect to the use or operation of any EPAMD on the City multi-use paths or in any other area of the City. In the event the City Council prohibits or restricts the use or operation of EPAMDs, the tour rights granted herein shall be subject to such prohibition or restrictions. Further, any capital investment or other expenditures made by the property or business owner are with full knowledge of this provision and the 18 month expiration of the Conditional Use approval set forth in Condition 1 above.

EXPIRATION OF PLANNING COMMISSION ACTION: In accordance with Land Development Code Section 82-116, Conditional Use approval shall expire if any necessary development permit to implement such approval is not obtained within a period of twelve (12) months after Planning Commission approval. **CONDITIONAL USE NO. 05-2641 CUP SHALL EXPIRE ON MAY 24, 2006 IF THE DEVELOPMENT PERMIT NECESSARY TO IMPLEMENT PLANNING COMMISSION APPROVAL GRANTED HEREIN IS NOT OBTAINED BY THAT DATE.**

EFFECTIVE DATE OF PLANNING COMMISSION ACTION: In accordance with Land Development Code Section 82-97, all actions of the Planning Commission, including those which constitute final decisions, shall be effective upon the date of filing of the adopted resolution with the City Manager, or at a later date if provided in the resolution. However, permits authorized by final decisions shall not be issued until the expiration of the time-period for filing an appeal to City Council, if applicable, has elapsed; or if an appeal has been timely filed, until the City Council has finally disposed of the matter.

RIGHT TO APPEAL PLANNING COMMISSION ACTION: In accordance with Land Development Code Section 82-98, the applicant is hereby advised that the following persons have the right to appeal a final decision of the Planning Commission adverse to their interests: 1) The applicant; 2) The owner of the property proposed for development; 3) The developer of the property proposed for development; 4) Any other person residing upon, or owning property within the City, or owning or operating a business within the City, who participated by written comment before or at the Planning Commission hearing or who participated in person or through an authorized agent at the Planning Commission hearing.

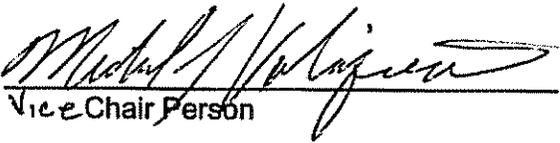
FIFTEEN DAY TIME LIMIT FOR FILING APPEALS OF PLANNING COMMISSION ACITON: In accordance with Land Development Code Section 82-98, the appeal shall be filed in writing with the City Manager within fifteen (15) days after the date that the Planning Commission decision was filed; and the appeal filing fee shall be paid as a prerequisite to filing.

The foregoing Resolution was adopted by the Planning Commission upon a motion by Antonino Lapi and seconded by Michael Billheimer, and the vote was as follows:

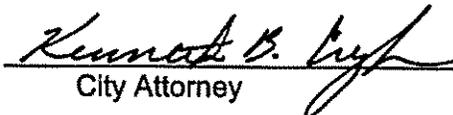
Michael Billheimer	<u>Yes</u>	Patricia Sprankle	<u>No</u>
Antonino Lapi	<u>Yes</u>	Michael Valiquette	<u>Yes</u>
Phillip Marks	<u>No</u>	John Veenschoten	<u>Excused</u>
Jack Samler	<u>Excused</u>		

DULY PASSED AND ADOPTED this 24th day of May 2005.

SANIBEL PLANNING COMMISSION

Signed: 
Vice Chair Person

5/25/05
Date Signed

Approved As To Form: 
City Attorney

5/25/05
Date Signed

Date Filed With City Manager: 5/25/05

11



MEMORANDUM

TO: JUDIE ZIMOMRA, CITY MANAGER
FROM: JIM ISOM, ADMINISTRATIVE SERVICES DIRECTOR
DATE: JUNE 6, 2005
SUBJECT: SANIBEL CAUSEWAY WEIGH STATION

A handwritten signature in black ink, appearing to read "Jim Isom".

It was mentioned at the bi-weekly Sanibel Causeway Reconstruction meeting that Ajax Paving has requested that Lee County close the Weigh Station during the performance of their work on island B.

I contacted Mr. Paul Wingard, Deputy Director, Lee County DOT, to personally discuss this issue with him. It was Mr. Wingard's opinion that if the Weigh Station needs to be closed, it would only be for two or three days. In addition, it was his opinion that Ajax Paving should reimburse the City of Sanibel for lost revenue using the average daily revenue received from the Weigh Station. During fiscal year 2004-2005, our daily revenue has averaged \$736.37.