

1 **BILL NO. S-10-08-19** SPECIAL ORDINANCE NO. S- 99-10

2 AN ORDINANCE approving CONTRACT FOR
3 SOLID WASTE COLLECTION between
4 REPUBLIC SERVICES OF INDIANA, LP, D/B/A
5 NATIONAL SERV-ALL and the City of Fort
6 Wayne, Indiana, in connection with the Board of
7 Public Works.

8 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**
9 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

10 **SECTION 1.** That the CONTRACT FOR SOLID WASTE
11 COLLECTION by and between REPUBLIC SERVICES OF INDIANA, LP,
12 D/B/A NATIONAL SERV-ALL and the City of Fort Wayne, Indiana, in
13 connection with the Board of Public Works, is hereby ratified, and affirmed and
14 approved in all respects, respectfully for:

15 All labor, insurance, material, equipment, tools, power,
16 transportation, miscellaneous equipment, etc., necessary for
17 seven (7) year contract for Solid Waste Collection for the City of
18 Fort Wayne, Indiana:


19 involving a total cost of SOLID WASTE COLLECTION: \$4.35 PER MONTH
20 per Occupied Single-Family and Multi-Family Dwelling. Estimated total cost
21 for Solid Waste Collection per year is FOUR MILLION, EIGHTY-THREE
22 THOUSAND, NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS -
23 (\$4,083,972.00). A copy said Contract is on file with the Office of the City
24 Clerk and made available for public inspection, according to law.
25
26
27
28
29
30

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol T. Taylor, City Attorney

Read the first time in full and on motion by S. Best and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 2010, at _____ o'clock _____ M., E.S.T.

DATED: 8-24-10

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____, and duly adopted, placed on its passage. PASSED LOST
by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>1</u>	_____	<u>1</u>
<u>BENDER</u>	<u>✓</u>	_____	_____	_____
<u>BROWN</u>	_____	<u>✓</u>	_____	_____
<u>DIDIER</u>	<u>✓</u>	_____	_____	_____
<u>GOLDNER</u>	<u>✓</u>	_____	_____	_____
<u>HARPER</u>	<u>✓</u>	_____	_____	_____
<u>HINES</u>	<u>✓</u>	_____	_____	_____
<u>PAPE</u>	_____	_____	_____	<u>✓</u>
<u>SHOAF</u>	<u>✓</u>	_____	_____	_____
<u>SMITH</u>	<u>✓</u>	_____	_____	_____

DATED: 9-14-10

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. D-99-10 on the 14th day of September, 2010

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Robert A. Bender
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 16th day of September, 2010, at the hour of 2:00 o'clock 8 P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of SEPTEMBER, 2010, at the hour of 1:00 o'clock 8 P.M., E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

BILL NO. S-10-08-19

REPORT OF THE COMMITTEE

ON PUBLIC WORKS

JOHN SHOAFF- CHAIR
ELIZABETH M. BROWN- CO-CHAIR
ALL COUNCIL MEMBERS

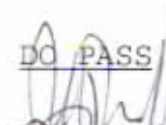
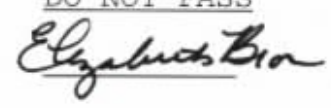
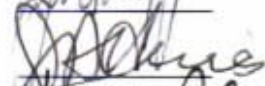
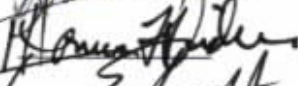

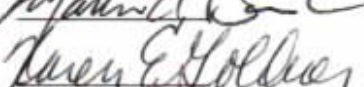
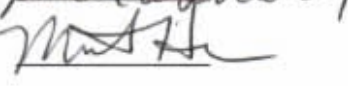
WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE APPROVING CONTRACT FOR SOLID WASTE COLLECTION BETWEEN REPUBLIC SERVICES OF INDIANA, LP, D/B/A NATIONAL SERV-ALL AND THE CITY OF FORT WAYNE, INDIANA, IN CONNECTION WITH THE BOARD OF PUBLIC WORKS HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE

DO PASS

DO NOT PASS

ABSTAIN

NO REC

		_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SANDRA E. KENNEDY
CITY CLERK

**SOLID WASTE DEPARTMENT
CITY OF FORT WAYNE**

Contract

for

Solid Waste Collection

Contract Initiation Date:
January 1, 2011

Thomas C. Henry, Mayor

BOARD OF PUBLIC WORKS

Regina A. Kostoff
Chair

John Suarez
Member

Kumar Menon
Member

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
1	DEFINITION OF TERMS	2
2	INTENT AND PURPOSE	5
3	TERM OF CONTRACT	5
4	CONTRACT PRICE	5
5	ADJUSTMENT OF CONTRACT PRICE	5
6	CHANGES IN SCOPE	6
7	PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT	6
8	FORM OF GUARANTY	7
9	INDEMNIFICATION	7
10	SUBCONTRACTORS	8
11	NONLIABILITY	8
12	INSURANCE	8
13	CONTRACTORS RESPONSIBILITY	10
14	CONTROL AND PENALTIES	11
15	ASSIGNMENT OF CONTRACT	11
16	NONDISCRIMINATION	11
17	CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY	12
18	FORCE MAJEURE	12
19	DEFAULT	13
20	STEALING OF GARBAGE OR RECYCLABLES	13
21	CHANGE OF OWNERSHIP	13
22	WAIVERS	13
23	ILLEGAL AND INVALID PROVISIONS	13
24	JOINT AND SEVERAL LIABILITY	13
25	BINDING EFFECT	13
26	AMENDMENT OF THE CONTRACT	14
27	MERGER CLAUSE	14
28	SCOPE OF WORK	14
29	EQUIPMENT	17
30	REPORTING	20
31	STAFFING	20
32	CONSTRUCTION VENUE	21
33	PAYMENT	21
34	PUBLIC EDUCATION SUPPORT	21
	Contract Signatures	22
	Exhibit A Form of Guaranty	
	Appendix A Mobile Home Parks Receiving City Service	
	Appendix B Truck Route Map	
	Appendix C Current Collection Day Map	
	Appendix D Public Litter Barrel Locations	

1. **DEFINITION OF TERMS**

The following words have the following meanings, regardless of whether the terms are capitalized throughout this Agreement.

BIDDING DOCUMENTS - Bid specifications, documents, and addendums that were publically released by the City of Fort Wayne Board of Public Works, together with the bid submitted by the Contractor.

BAGS - Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection with a capacity not to exceed 33 gallons and a loaded weight not to exceed 60 pounds.

BULK ITEM - A large, non-freon containing appliance or piece of furniture with a weight or volume greater than that allowed for containers.

BUNDLE - Yard and garden trimmings, Refuse, Construction and Demolition Debris, or newspapers and magazines securely tied together with string, rope or twine forming an easily handled package not exceeding 3 feet in length or 60 pounds in weight.

CITY - The City of Fort Wayne, Indiana, and acting by and through its Board of Public Works. Geographically, the term City refers to the City of Fort Wayne, Indiana, and any geographic area which becomes annexed thereto during the term of this Contract.

CITY DEPARTMENT FACILITIES - Buildings and other facilities, or space within such buildings or facilities, owned or leased by the City from which Refuse, Recyclable Materials, Single-Stream Recyclable Materials, or all of the above are generated for collection.

CONSTRUCTION and DEMOLITION DEBRIS - Waste building materials resulting from construction, remodeling, repair or demolition operations, including but not limited to carpet, carpet padding, windows, doors (interior/exterior), toilets, sinks, tubs/showers, paneling, drywall, plywood, two by fours, landscape timbers, wood fencing, metal fencing, etc.

CONTAINERS- (a.) Reusable Container - A receptacle made of plastic, metal, or fiberglass with a capacity not to exceed 33 gallons, a loaded weight of no more than 60 pounds, and a tight-fitting lid. (b.) Non-Reusable Container - See definition of Bags. (c.) Any container larger than 33 gallons holding debris in plastic bags not exceeding 60 pounds. Contractor-provided containers for residents must be distinguishable from commercial containers.

CONTRACT - This Solid Waste Department Contract for Solid Waste Collection, and any attachments, exhibits, and amendments hereto.

CONTRACT DOCUMENTS - The Contract and the Bidding Documents.

CONTRACT SECURITY - A Performance Bond or Letter of Credit or both in amount(s) as required by the City to secure performance of the Contractor under the Contract.

96-GALLON CONTAINER - A plastic, wheeled container and an attached lid, with a capacity of ninety-six (96) gallons.

48-GALLON CONTAINER - A plastic, wheeled container and an attached lid, with a capacity of forty-eight (48) gallons.

CONTRACT YEAR - January 1 through December 31 of each calendar year.

CONTRACTOR - Republic Services of Indiana LP, DBA National Serv-All, a Delaware limited partnership.

DISPOSAL - Legally authorized deposit of waste, Refuse, Recyclables, or Yard Waste materials under contract with the receiving site and in accordance with all laws, regulations and rules of the Disposal Site, Materials Recovery Facility, or any governmental agency.

DISPOSAL SITE - A properly licensed depository for the processing or final Disposal of Refuse, including but not limited to, sanitary landfills, transfer stations, incinerators, composting facilities and waste processing and separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

FORCE MAJEURE EVENTS - Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this Agreement.

GARBAGE - Animal or vegetable waste resulting from the handling, preparation, cooking, serving or consumption of food and including food containers, but shall not include Hazardous Waste or Unacceptable Waste.

GUARANTOR - Republic Services, Inc., a Delaware corporation.

HAZARDOUS WASTE - Waste designated as hazardous by the United States Environmental Protection Agency or by the appropriate state agency as further defined under Title 329, Indiana Administrative Code, Section 2-2 as the same is now in effect or may hereinafter be amended.

INDUSTRIAL WASTE - Any waste generated by a manufacturing or industrial process that is not a regulated Hazardous Waste.

INSOLVENCY - A party's inability to pay its debts as they mature.

LETTER OF CREDIT - A written undertaking by a financial institution on behalf of the Contractor to pay the City as beneficiary for non-performance in amounts and under conditions as may be specified in the Contract.

MULTI-FAMILY DWELLING - A building that contains two (2) to four (4) residential living units.

MUNICIPAL SOLID WASTE - Solid Waste resulting from or incidental to municipal, community, residential, commercial, institutional, or recreational activities, and includes Garbage, Rubbish, Refuse, ashes, street cleanings, and other Solid Waste other than Industrial Waste, but excludes Hazardous Waste and Unacceptable Waste.

PERFORMANCE BOND - Bond from a Surety that guarantees compensation to the City in the event that the City must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract's Specifications.

RECYCLABLE MATERIALS or RECYCLABLES - Aluminum cans, aluminum foil and foil pans, steel, empty steel paint cans, tin, and bimetal cans; plastic (#1 and #2); glass containers (amber, clear, blue, and green in color); cardboard, fiberboard, newspapers, mixed paper, magazines, phone books, and catalogues.

REFUSE - Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof, but excludes Hazardous Waste and Unacceptable Waste.

RESIDENTIAL UNIT - A group of rooms located within a building or mobile home, and forming a single, inhabitable unit, with facilities which are, or intended to be, used for living, sleeping, cooking and eating. This definition also includes buildings containing four or fewer separate or contiguous single-family dwelling units whose owner has not elected to procure commercial waste removal by a registered hauler.

RUBBISH - Solid Waste consisting of combustible and non-combustible materials, Yard Waste and garden wastes, but excludes Hazardous Waste and Unacceptable Waste, Freon-containing appliances, infectious wastes, tires, and Construction and Demolition Debris over 60 pounds.

SINGLE-FAMILY DWELLING - A building that contains one (1) residential living unit.

SOLID WASTE - Refuse, Rubbish, Garbage and Yard Waste, but excludes Hazardous Waste and Unacceptable Waste.

SUBCONTRACTOR - An individual, firm or corporation having a direct contract with Contractor for the performance of a part of the Work.

SURETY - A party who is legally liable for the debt, default, or failure of the Contractor under the Performance Bond or other bond.

TON - A short ton of 2,000 pounds.

UNACCEPTABLE WASTE - Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal, or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WEATHER EMERGENCY- Excessive snow, ice, temperature or other extreme weather condition where the Board of Commissioners of Allen County declare a Level 1 or Level 2 Weather Emergency; and as a result of which (in the exercise of Contractor's professional judgment): (a) the collection routes are impassable or unsafe for Contractor's collection vehicles and/or (b) attempting to pickup Solid Waste in accordance with the Contract would pose a safety hazard to Contractor's employees or other persons.

WORK - The Solid Waste services performed by Contractor pursuant to the terms of this Contract.

YARD WASTE - Organic waste materials such as grass, diminimous amount leaves, garden clippings, branches and brush that are generated from residential units and their surrounding properties. Root balls and rocks are not included in the definition.

2. INTENT AND PURPOSE

It is the intent of the City of Fort Wayne to provide its residents a comprehensive integrated municipal solid waste and recycling management service consisting of a weekly pickup from each dwelling unit of refuse and a bi-weekly collection of recyclables. Collection service is to be based upon total collection to be from all residential dwelling units within the boundaries of the City.

3. TERM OF CONTRACT

The term of this Contract shall be for a period of seven (7) years (the Initial Term), together with options to renew a maximum of three (3) one (1) year extensions, upon all of the same terms and conditions contained in the initial Contract, subject to acceptance by Contractor (each a "Renewal Term"). The City shall exercise each one (1) year extension by providing Contractor with written notice of City's intention to extend given within forty-five (45) days prior to the expiration of the Initial Term or thirty (30) days prior to the expiration of any Renewal Term (the Initial Term and all of the Renewal Terms being referred to herein to the "term"). The initial date of service under the Contract shall be January 1, 2011. Failure to commence Work on the initial date for Work under the Contract shall result in liquidated damages of \$7,500.00 per calendar day. In the event funds for the continued fulfillment of the Contract by the City are insufficient or are not appropriated by the Common Council of the City of Fort Wayne, either party shall have the right to terminate the Contract without penalty upon not less than ninety (90) calendar days prior written notice to either party.

4. CONTRACT PRICE

Contract pricing includes costs and administrative procedures, for the collection of Refuse from all qualifying occupied units currently receiving City service and for the collection of refuse from public litter barrels. Single-Family Dwellings and Multi-Family Dwellings of two (2) to four (4) residential units per building, one (1) time per week. In rare circumstances, there are five (5) or six (6) unit buildings that are self-owned condominiums that receive City services. Each unit in these buildings has its own water meter and is charged the Single-Family Dwelling rate for each unit. Any new dwelling units such as these self-owned condominiums built during the Contract term will only be allowed service on a case by case basis and must be agreed upon by the City and the Contractor. Mobile home parks will be charged ninety (90) percent of total available lots.

Contract Price for collection of:

Single-Family Dwellings	\$ 4.35 per occupied single-family dwelling per month
Multi-Family Dwellings	\$ 4.35 per occupied multi-family dwelling per month
Public litter barrels	\$ No Charge per litter barrel per collection

5. ADJUSTMENT OF CONTRACT PRICE DURING TERM OF CONTRACT

The unit price(s) as applicable, except for the fixed cost component, shall be adjusted annually by indices described below to be effective on the anniversary date of each Contract Year throughout the Term of Contract and any renewal terms(s). The adjustment will be subject to the performance of these indices during the 12 months preceding the date of each new Contract Year. The unit price(s) percentages are as follows: (1) Fixed twenty-nine percent (29%) and not subject to adjustment, (2) Fuel twelve percent (12%), and (3) All Other Variable Costs fifty-nine percent (59%).

The percentage of the Contract Price that is identified as "fixed" shall not be subject to adjustment throughout the Term of Contract and any renewal term(s). The percentage of the Contract Price that is identified as "fuel" will be subject to adjustment by the Producer Price Index – Commodities, Not

Seasonally Adjusted, No. 2 Diesel Fuel ("PPI"), a fuels and related products cost index published by the US Department of Labor, Bureau of Labor Statistics, and may be found at <http://data.bls.gov/cgi-bin/dsrv>.

The percentage of the Contract Price that is identified as "all other variable costs" will be subject to adjustment by the Gross National Product Implicit Price Deflator ("GNPIPD"), which is published quarterly by the US Department of Commerce, Bureau of Economic Analysis and may be found at the following website: <http://www.bea.gov/national/nipaweb/index.asp> Table 1.1.9 Implicit Price Deflators for Gross Domestic Product Addendum. The annual adjustment of the fuel cost percentage of the Contract Price will not be limited. The annual adjustment of the other variable costs percentage of the Contract Price is limited to a maximum of four (4) percent (or other lower amount if the GNPIPD change over the 12-month period of adjustment is less than four (4) percent). If the percentage change in the published GNPIPD or the PPI for the period of adjustment is a negative value, such negative value shall be applied as the adjustment in the Contract Year for which the Contract Price(s), as applicable, is (are) being adjusted.

If the GNPIPD or the PPI shall not be determined and published or if the GNPIPD or the PPI as either is constituted on the effective date of the Contract is thereafter substantially changed, there shall be substituted for such index another index which is determined and published on a basis similar to the GNPIPD or the PPI, as the case may be, as shall be mutually agreed upon by the City and the Contractor.

If the US Department of Commerce, Bureau of Economic Analysis changes the methodology for calculating the GNPIPD, which causes historical data used to calculate the Contract Price adjustment for any Contract Year to be restated, such changes shall only apply to future adjustments and not to adjustments already implemented. If the US Department of Labor, Bureau of Labor Statistics changes the methodology for calculating the PPI, which causes historical data to be used to calculate the Contract Price adjustment for any Contract Year to be restated, such changes shall only apply to future adjustments and not to adjustments already implemented.

6. CHANGES IN SCOPE

As the approach to Solid Waste and recycling management continually evolves, the City intends to remain in the forefront of cost-effective, environmental management of its Municipal Solid Waste. The goal of the City's integrated Municipal Solid Waste and Recycling Management Plan is to minimize waste, preserve landfill space, recycle valuable resources, offer environmentally sound handling of refrigerants and provide a better solution to yard waste management.

As recycling markets continue to develop, the City may want to negotiate Contract amendments. The City may also want to add a separate "organics" collection or pay as you throw ("PAYT") program to its Residential Solid Waste Collection Contract and the City would expect to enter into negotiations with the Contractor for addition of such services. Management of household hazardous wastes and some special wastes provide certain challenges that also will remain under consideration for future developments in financially viable environmental management. Failure of the Contractor to negotiate in good faith with the City to maintain or advance its mission for cost-effective, environmentally sound Municipal Solid Waste and recycling management shall be considered an event of Default pursuant to section 19 hereof. Yard Waste, excluding large amounts of leaves, is currently a Contract requirement. If federal, state, or local regulations or policy changes occur, the Contract will be modified to reflect change in Contractor's scope of work and commensurate fees. The City will continue to encourage grasscycling and backyard composting. The Contractor shall assist the City in its environmental education and awareness efforts.

Any changes in scope under the Contract are subject to Indiana law and this Contract.

7. PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT

Contractor shall execute and deliver a Performance Bond to the City in an amount equal to one hundred percent (100%) of the annual Contract Price, exclusive of any credits, rebates, or revenue sharing, as

security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The Performance Bond amount for each succeeding Contract Year shall be the proposed amount for such Contract Year and shall be renewed by the Contractor and maintained throughout the Term of the Contract.

All Performance Bonds shall be in the forms prescribed by the Bidding Documents and be executed by such Sureties as (i) are licensed to conduct business in the State of Indiana, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on the Audit Staff Bureau of Accounts, U.S. Treasury Department. Each Performance Bond signed by an agent must be accompanied by a certified copy of the authority to act. Said Performance Bond shall provide that a modification, omission, or addition to the terms and conditions of the Contract or specifications; a defect in the Contract; or a defect in the proceedings preliminary to the letting and awarding of the Contract does not discharge the Surety. If the Surety on any Performance Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in Indiana, Contractor shall within ten (10) days thereafter substitute another Performance Bond and Surety, both of which must be acceptable to the City.

To secure the performance of the Contract, the City will accept an irrevocable Letter of Credit to cover fifty percent (50%) of the Annual Contract Price from a bank acceptable to the City as assurance from the Contractor in lieu of a Performance Bond. The City may draw upon the Letter of Credit only if (1) the conditions of the Contract are not met by the Contractor, or (2) the Contractor (or its assignee or its Subcontractor) is not then collecting the Refuse or Recyclable Materials or Single-Stream Recyclable Materials in the City of Fort Wayne, or providing the required Disposal service or processing of Recyclables or Single-Stream Recyclables, as applicable, and (3) the City has given Contractor at least seven (7) days' prior written notice of (1) or (2) above.

8. FORM OF GUARANTY AGREEMENT

The Guaranty Agreement, shall be executed by the Guarantor concurrently with the execution of the Contract by Contractor as a condition to the execution of the Contract by the City.

9. INDEMNIFICATION

The Contractor does hereby agree:

To indemnify, hold harmless and defend the City from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including reasonable attorney's fees, which the City may suffer or incur by reason of bodily injury, including death, to any person or persons, or by reason of damage to or destruction of any property, including the loss thereof (collectively, "Claims"), to the extent of Contractor's (or its employees, agents, or Subcontractors) negligent acts, omissions or willful misconduct in performing the Work pursuant to the Contract, or which the City may sustain or incur in connection with any litigation, investigation, or other expenditures incident thereto, including any suit instituted by the City to enforce the obligation of this Section 10. It is the intent of the parties hereto that the Contractor shall indemnify the City under this indemnification clause to the fullest extent permitted by law, but shall have no indemnification obligations for Claims that solely arise from the gross negligence of the City; and

To be held alone responsible for all injuries to persons and for all damages to the property of the City or others, caused by or resulting from the negligent acts, omissions or willful misconduct of Contractor, its employees, agents or Subcontractors during the progress of, or connected with the prosecution of the Work, whether within the limit of the work or elsewhere; and

To promptly repair any damage caused by Contractor, its employees, agents, or Subcontractors to yards, driveways, alleys, curbs, streets, garages, fences, etc., other than normal wear and tear caused by Contractor.

10. SUBCONTRACTORS

The Contractor will not be permitted to subcontract more than ten percent (10%) of the Contract. Contractor shall maximize prime responsibility for equipment and labor necessary to complete such Contract as may be entered into. The City requires same qualification, experience, bonding and insurance of Subcontractor(s) as the Contractor. The City reserves the right to approve or reject Subcontractor(s) and will hold the Contractor responsible for coordination of Subcontractor(s) performance of services hereunder. Contractor's covenants of indemnification hereunder shall in all events extend to the acts and omissions of any Subcontractor in the performance of the work.

11. NONLIABILITY

The City shall not be liable for any injuries to the property of Contractor or any loss or damage sustained by Contractor caused by or resulting from any activity and/or incidents that are in any way connected with the performance or Work or any other matter pursuant to the Contract by Contractor or any activity and/or incidence that is incidental thereto unless such injuries or losses are caused solely by the gross negligence or willful misconduct of the City.

12. INSURANCE

Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and furnished and shall provide set forth below which may arise out of or result from Contractor's performance and furnishing of the services and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, any Subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform or furnish any of the services, or by anyone for whose acts any of them may be liable.

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 9 (Indemnification). The Contractor shall not commence Work under the Contract until it has obtained all insurance required and such insurance has been approved by the City; nor shall the Contractor allow any Subcontractor to commence Work under its Subcontract until all similar insurance required of the Subcontractor has been obtained and approved. All insurance shall be by insurers and for policy limits acceptable to the City, and before commencement of Work hereunder, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured to which this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance and such insurance shall be maintained during the life of the Contract in at least the limits specified below:

COVERAGES

- (a) Worker's Compensation Insurance, Including Occupational Disease and Employer's Liability Insurance,

MINIMUM LIMITS OF LIABILITY

sufficient to cover all employees in Contractor's employ during the Term of Contract and any renewal period.

Statutory coverage as required by
Indiana Law

- | | |
|---|---|
| (b) Comprehensive General Liability Insurance, including property damage and personal injury coverage | \$2,000,000 per occurrence/ \$5,000,000 aggregate combined single limit |
| (c) Excess Commercial General Liability Insurance | \$5,000,000 aggregate |
| (d) Comprehensive Automobile Liability Insurance with respect to both personal injury and property damage | \$2,000,000 per occurrence combined single limit |
| (e) Products Liability Insurance | \$1,000,000 per occurrence |
| (f) Completed Operations Liability Insurance | \$1,000,000 per occurrence |
| (g) Environmental Impairment Liability Insurance (applicable only to the Disposal Contractor) for environmental pollution liability including coverage for bodily injury, property damage, including loss of use of damaged property or property that has not been physically injured or destroyed; cleanup costs; and defense or settlement of claims, all in connection with any loss arising from the insured site. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon the land, the atmosphere or any watercourse or body of water, which results in bodily injury and property damage. | \$10,000,000 per occurrence |

If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date.

The City and Contractor, reserve the right to review the insurance requirements and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by both parties based upon changes in statutory law, court decision

The City shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto.

The certificate(s) of insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an additional insured but only to the extent of the Contractor's negligence and not solely the gross

negligence of the City and a certificate holder, and include 30 days' advance notification to the City of cancellation or non-renewal. All certificates of insurance shall be sent to the following address:

City of Fort Wayne Public Works Department
1 East Main Street, Rm 420
Fort Wayne, IN 46802

Failure on the part of the Contractor to comply with the insurance requirements shall not relieve it of the liability under such requirements. For purpose of this Contract, the Contractor shall cause the City to become a named insured on any and all such policies of insurance referred to herein, as the City's interest may appear. In addition, the insurance shall have an amendment to policy indicating that even though the City is named as an additional insured, it shall not preclude recovery for damages to any City property. The Contractor shall furnish to the City, prior to thirty (30) days of the beginning of the Contract, certificates of insurance evidencing all the foregoing insurance requirements, as applicable. Failure to do so is cause for immediate termination of the Contract.

13. CONTRACTOR'S RESPONSIBILITY

SUPERVISION

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques and procedures of refuse collection, transportation, and disposal, and recycling collection and transportation. Contractor shall be responsible to see that the finished Work complies accurately with the intent of the Contract Documents.

EMPLOYEE CONTROL

All of the Contractor's employees shall be competent and able to perform the duties assigned to them for all Work covered by this Contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who refuses or neglects to obey or carry out his/her instructions. The Contractor shall prohibit drinking of alcoholic beverages by its employees while on duty or in the course of performing their duties under this Contract.

COMPLIANCE WITH LAWS-PERMITS

The Contractor shall procure at its own expense, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the Work and/or required by municipal, state and federal/regulations and laws. The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations bearing on the conduct and completion of the Work. This Contract, as to all matters not particularly referred to and defined therein, shall notwithstanding, be subject to the provisions of all pertinent state statutes and ordinances of the City, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

SAFETY AND PROTECTION

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, other property in the City or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

14. CONTROL AND PENALTIES

The Contractor shall work under the direct supervision of the Solid Waste Department of the City.

Complaints, missed collections and directions necessary for satisfactory service will be handled through the Solid Waste Department. The Solid Waste Department (through its authorized representative) shall notify the Contractor, by telephone communication or email, of any missed or unsatisfactory collections, and the Contractor must make those collections by 5:00 pm the following day. In addition, Contractor will work with the Solid Waste Department to resolve all citizen complaints and problems to the satisfaction of the Solid Waste Department. In the event Contractor fails to collect and remove Refuse herein provided for, in accordance with the terms of this Contract, for a period of seven (7) working days (Force Majeure Events excepted), the City may upon written notice to Contractor cause all such Refuse to be collected by the City, or alternatively, the City may contract with any third party and utilize their workforce and equipment, and any and all costs and expenses which may be incurred by the City shall be paid by Contractor to the City immediately upon demand therefore or may be paid by the City as a charge against any monies due Contractor by the City, at the election of the City. If employees of the City have been used to perform work that is the Contractor's responsibility, City may charge the Contractor at \$100.00/hour per employee used to perform the work with a one (1) hour minimum charge for each occurrence.

A Residential collection location that does not properly conform to prepared guidelines or City ordinance for Refuse, Recyclable Materials or Single-Stream Recyclable Materials set-out shall be immediately brought to the attention of Solid Waste Department personnel by the Contractor. The Contractor shall tag set-outs of improperly prepared Refuse and/or Recyclable Materials (overweight items, etc.) with appropriate notice identifying the deficiency preventing the Refuse or Recyclable Materials from being collected by the Contractor. Such Refuse, Recyclable Materials or Single-Stream Recyclable Materials shall be collected by the Contractor, on the next regularly scheduled collection day, after the resident has corrected the deficiency with the set-out.

15. ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part thereof without the prior written consent of the Common Council of the City of Fort Wayne. (the "Common Council")

16. NONDISCRIMINATION

In compliance with federal law and IC 5-16-6-1, and IC 22-9-1-10, Contractor hereby agrees:

- That in the hiring of employees for the performance of Work under the Contract or any Subcontract hereunder, no Contractor or Subcontractor shall by reason of race, age, religion, color, sex, national origin, ancestry, or handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates as defined by law except where specific age, sex or physical requirements constitute a bona fide occupational qualification necessary to proper and efficient operation or as provided by law.
- That no Contractor, Subcontractor, or any person on the Contractor's behalf, shall, in any manner, with respect to tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment, discriminate against or intimidate any employee hired for the performance of Work under the Contract on account of race, age, religion, color, sex, national origin, ancestry, or handicap.
- That the Contract may be cancelled or terminated by the City and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the Contract.

17. CITY OF FORT WAYNE ALCOHOL AND DRUG POLICY

Contractor's employees shall comply with both policies of the City and the Contractor.

18. FORCE MAJEURE

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc., if such failure is caused by a catastrophe, riot, war, governmental order or regulation, act of God or other similar act beyond the reasonable control of the Contractor or City. If such circumstances persist for more than fourteen (14) days or if after their cessation the Contractor is unable to render full or substantial performance for a period of fourteen (14) days, Contractor or the City may terminate this Contract upon written notice given in thirty (30) days advance notice to the other party.

a. General Rule (One Day Delay) If Contractor is unable to collect any Solid Waste on the regular scheduled collection day due to a Weather Emergency, Contractor shall collect such uncollected waste on a "one day later" schedule for the rest of the week, including Saturday, to complete the week's collection work.

b. Consecutive Weather Emergency Days – If Contractor is unable to collect Solid Waste on the regularly-scheduled collection day for two (2) or more consecutive days due to a Weather Emergency (or if due to a continuing Weather Emergency, Contractor is unable to collect the Solid Waste that was missed on the previous collection day (as provided in section 18a. above), Contractor shall collect such uncollected Solid Waste as follows:

1. Starting on the first regular collection day (after a Weather Emergency) that Contractor is able to collect a full-day route, Contractor: (i) shall collect all Solid Waste that were missed on the immediately preceding regular collection day (i.e., going back one day); and (ii) will also provide as much of the regularly-scheduled collection service for that day as possible. Contractor will continue collections in this mode for five (5) work days after the Weather Emergency has ended, taking into consideration Department of Transportation regulations on truck driver hours.

2. Contractor shall use its best efforts to collect any other Solid Waste that was not collected due to the Weather Emergency within five (5) days (including Saturdays, but not including Sundays and holidays) from the regularly-scheduled collection day for each dwelling.

3. If Contractor, using its best efforts, is unable to collect such Solid Waste that was not collected due to a Weather Emergency within such five-day period, then Contractor will collect any such uncollected Solid Waste on the next regularly-scheduled collection day for each missed dwelling.

19. DEFAULT

If the Contractor defaults in the performance of any of Contractor's obligations under the Contract and fails to cure such default within ten (10) days following written notice of default from the City, the City may at its option:(a) declare this Contract cancelled and terminated: or (b) provide Contractor with the opportunity to present to the Board of Works or the Common Council (as determined by the City) either a written statement or an oral presentation which explains the reason(s) for the Contractor's default and failure to timely cure together with such additional information which the Contractor deems relevant to this issue. The time frame for the submission of such written statement or oral presentation shall be determined by the City, taking into account the then current meeting schedules of the Board of Works and the Common Council. In the event the Contractor's written submission or oral presentation is to or before the Board of Works, the Board of Works shall submit its recommended action with respect to the Contract to the Common Council. Upon (a) receipt of the written statement from the Contractor or following

Contractor's oral presentation, or (b) following the receipt of the Board of Works recommended action with respect to the Contract, or (c) in the event Contractor is given the opportunity but elects not to submit a written statement or make an oral presentation to the Board of Works or the Common Council, the City may (a) continue the Contract with Contractor or (b) cancel and terminate the Contract and proceed under the terms of the Performance Bond or Letter of Credit upon the affirmative vote of two thirds (2/3) of the member of the Common Council.

The failure by the City to declare a default hereunder or to terminate the Contract in the event of a default and to proceed in the exercise and enforcement of the City's rights hereunder upon the occurrence of a default by the Contractor shall not operate as a waiver , modification or impediment to the City's future right to declare a default hereunder, to cancel and terminate this Contract or to exercise the City's rights and privileges granted hereunder upon the occurrence of any subsequent default by Contractor hereunder.

20. STEALING OF GARBAGE OR RECYCLABLES

In the event that a recycling collection Contractor chooses to take cardboard that has been set out with the Garbage for collection, the City will allow this practice. However, the recycling collection Contractor should not rummage through containers and scatter debris while looking for Recyclables. The City will not allow the Solid Waste collection Contractor to take material set out for recycling collection. A penalty of \$100 per occurrence per household will be assessed against the Contractor if the City proves fault that the Contractor took material set out for recycling collection. For any disputes, the Board of Public Works will be the judging authority and its decision will be final.

21. CHANGE OF OWNERSHIP

No sale of the majority of equitable ownership or substantially all of assets of the Contractor shall occur without the prior written consent of the City, which consent shall be granted or withheld in the sole discretion of the City.

22. WAIVERS

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance. Where the condition to be waived is a material part of the Contract such that its waiver would affect the essential bargains of the parties, the waiver must be supported by consideration and take the form of Contract modifications as provided for elsewhere in this section.

23. ILLEGAL AND INVALID PROVISIONS

Should any term, provision, or other part of this Contract be declared illegal and/or unenforceable, such term or portion shall be stricken and the remainder of the Contract shall remain in full force and effect.

24. JOINT AND SEVERAL LIABILITY

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

25. BINDING EFFECT

The provisions, covenants, and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

26. AMENDMENT OF THE CONTRACT

No modification or amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties. The written modification is not to become effective for a period of thirty (30) business days during which time either party may revoke the approval in writing upon delivery to the other party of written notice to that effect, dated and signed by a notary.

27. MERGER CLAUSE

PREVIOUS AGREEMENTS SUPERSEDED - This Contract constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Contract if they alter, vary or contradict this Contract.

28. SCOPE OF WORK

Contractor shall be responsible for the collection of Refuse from all qualifying units eligible to receive City service, Single-Family Dwellings and Multi-Family Dwellings of two (2) to four (4) residential units per building, one (1) time per week. In rare circumstances, there are five (5) or six (6) unit buildings that are self-owned condominiums that receive City services. Each unit in these buildings has its own water meter and is charged the Single-Family Dwelling rate for each unit. Any new dwelling units such as this built during the Contract term will only be allowed service on a case by case basis and must be agreed upon by the City and the Contractor.

The Contractor will collect from all qualified mobile home units. Appendix A, attached hereto, lists all mobile home parks that are to receive service. For billing to mobile home parks, the City takes 90% of total available lots to figure the number of occupied units to bill.

Contractor will deliver all collected Refuse to the Disposal Site or transfer station that the City has contracted with for Disposal. Contractor must follow truck routes as required by the City from the collection areas within the City to the Disposal Site and any transfer stations. See Appendix B for routes.

Collection shall be alley collection where alleys are available unless the Board of Public Works shall mandate curbside pickup because of conditions in the specific alleys. All other collection shall be curbside collections. It will be the resident's responsibility to see that Containers, Bags, and Bundles are placed in the appropriate curb or alley location as close as practical to vehicle routes by 6:00 a.m. on the designated collection day. Curbside will refer to that portion of the right-of-way adjacent to and within five (5) feet of paved, traveled roadways. If vehicles are parked in front of Garbage carts, Bags, Containers, etc., the Contractor is expected to walk the items from around the vehicles for collection. Alley-side will refer to as close as possible to the alley but not more than five feet from the alley, and where a fence exists, the alley-side of the fence. In instances where there is inadequate space between the fence and the alley way for the City cart, the resident will be allowed to place their cart at the curb for collection. The City will make this determination. Where the Contractor has reason to leave Solid Waste uncollected at a residence, Contractor or its agents shall inform the resident by written notice, sticker, door hanger, mailing, or telephone as to why the Solid Waste was not collected.

A map of current collection days is included as Appendix C. Any change in the scheduled days of collection will be subject to City approval, which will not be unreasonably withheld. Contractor will be responsible for all costs associated with notifying residents of a change in their collection day. Process of notification must be approved by the City. Entire neighborhoods must be collected on the same collection day. The City will not allow individual neighborhoods to be divided into multiple collection days.

A senior and handicapped assist list will be maintained by the City for elderly and handicapped persons requiring assistance for collection of Solid Waste. Elderly is defined as older than 70 years of age and living alone. Assist customers will be allowed to place their Refuse cart on the porch, in front of the garage, or at

the side of the house for collection. Residents with alley collection may set the cart behind their home or at the side of the home for collection. Contractor will need to return the Container(s) to the place where Container(s) was (were) set out for collection. Additional residents may be added to this assist list as need arises. Some assist customers will be allowed to set Refuse out in Bags for collection due to their inability to maneuver a City Refuse cart.

The City will provide 96-Gallon Container(s) or 48-Gallon Container(s) to each Single Family Dwelling. Multi-family Dwellings, 2 – 4 units, will be given two (2) 96-Gallon Containers. Residents are allowed to rent additional City carts for \$2.00 per cart per month. The Contractor must collect all carts each week using some form of automation. Carts are not to be hand emptied by the Contractor. All carts and containers must be placed back down where the resident set them out for collection. Contractor shall not leave carts and containers in the middle of driveways. In the event the carts are not placed back in their proper location, the Contractor may be penalized \$50 for each occurrence. The amount of extra Bags, cans, Bundles, and Bulk Items is unlimited. Residents will be allowed to place extra Refuse in 33-gallon Garbage Bags, biodegradable lawn bags, 33-gallon Refuse Containers, and Bundles that do not exceed three feet in length and 60 pounds in weight for collection. No Hazardous Waste will be accepted for collection. Latex paint that has been dried out and placed with the Garbage or Refuse for collection is acceptable. If a resident sets out Refuse in a personal container larger than 33-gallons, the Contractor may empty the container at their own discretion.

The Contractor will be responsible for collection of unlimited amounts of Bulk Items each week, set out with Refuse for collection on the normal collection day. If the Contractor's collection vehicle cannot service the Bulk Item(s), the Contractor must collect the Bulk Item(s) no later than one (1) day after the regularly scheduled day of collection.

The City has a sixty (60)-pound limit on the amount of Construction and Demolition Debris that can be set out by residents for collection each week. All Construction and Demolition Debris must be containerized in Bags, cans, the City cart, or Bundles. Bundles cannot exceed three (3) feet in length. Any Construction and Demolition Debris items that do not meet the three (3) feet requirement and the sixty (60)-pound limit requirement will not be accepted. All glass windows and/or doors must be taped so that the glass does not pose a safety risk for collection. All wood or other materials cannot have nails or other sharp objects protruding from them in a way that could pose a safety risk. No cement, concrete, bricks, asphalt, rock, stone, landscape stone, etc. is allowed to be set out for collection.

Yard Waste is accepted with Refuse collection. Yard Waste can be placed in plastic or biodegradable lawn Bags, 33-gallon Refuse Containers, and Bundles not exceeding three (3) feet in length. The amount of Yard Waste that can be set out for collection is unlimited. Small amounts of leaves may be set out for collection as long as they are mixed in with the regular Refuse or Yard Waste.

City 96-Gallon Containers and 48-Gallon Containers will be delivered and maintained by the City. In the event that the Contractor accidentally loses a City-provided 96-Gallon Container or 48-Gallon Container in the Contractor's collection vehicle, the Contractor will be responsible for reimbursing the City for the cost of another City 96-Gallon Container or 48-Gallon Container, whichever the case, and its delivery by the City's cart maintenance contractor. Where a resident reports a City 96-Gallon Container or 48-Gallon Container was taken by the Contractor and witnesses the Contractor take the 96-Gallon Container or 48-Gallon Container, the Contractor will be responsible for reimbursing the City for the cost of the 96-Gallon Container or 48-Gallon Container, as applicable, and its delivery. The resident must provide proof the Contractor took the container such as description of vehicle, driver and time of incident. The Contractor must report all 96-Gallon Containers and 48-Gallon Containers lost in Contractor's collection vehicles to the City within 24 hours.

Contractor shall furnish weekly Refuse collection service for all public litter barrels in the City. Locations of public litter barrels are attached hereto as Appendix D. Contractor must empty any additional litter barrels that may be added to this list throughout the term of the Contract. For various Festivals (German Fest, Three

Rivers Festival, Rib Fest, etc.) throughout the spring and summer months, frequency of litter barrel collection will be increased to daily if the need arises.

Contractor will be required to periodically pick up a maximum of 10 illegal dump sites per month when the need arises. The City will contract with Allen County Community Corrections to bag up any loose debris or move Bulk Items to a location that is accessible by Contractor collection vehicles. Each illegal dump site collection will not exceed twenty-five (25) Bags and five (5) Bulk Items. In the event the illegal dump site is larger than this specification, the Contractor will not be responsible for the collection of the illegal dump site.

Contractor will be responsible for participation in the City's annual "Great American Cleanup" activities, as it may be directed by the City. The Great American Cleanup is a national litter cleanup and beautification program that the City participates in annually. The current date of the cleanup is the third Saturday in May. If the date changes due to weather or modifications to the program, the Contractor will still be obligated to participate. Roughly over 5,000 volunteers register for this event locally and clean up over 180 sites around the City. Groups either locate bags and debris at intersections, trail ways, vacant lots, their place of business, or with their regular Refuse collection. Contractor will be responsible for debris placed out with residents' regular Refuse collection and all other locations as instructed by the City. The number of volunteers and cleanup sites are not limited, and as the program continues to grow in size, the Contractor will be responsible for collection of all Bags and debris. Examples of debris that will be located with bags include, but are not limited to: Bulk Items, miscellaneous car parts, two by fours, bundles of yard waste, etc. Contractor will not be responsible for collecting tires, Hazardous Waste, Unacceptable Waste, or large brush piles. All bags and debris not set out with residents' regular refuse must be collected within three (3) days following the day of the event.

Contractor will be responsible for the collection of Refuse from all qualifying units of any areas that are annexed by the City during the Contract term. At this time, no areas are scheduled to be annexed. In addition to annexed areas, the Contractor is responsible for servicing all new homes built that qualify for City services.

Normal hours of collection are to be from 6:00 a.m. to 6:00 p.m., Monday through Friday. Contractor will be allowed to collect waste until 9:00 p.m. on a limited basis when circumstances warrant an extension of collection hours. Contractor must obtain approval from the City Solid Waste Manager prior to collecting later than 6:00 p.m. Refuse is to be collected on its scheduled day of collection. Missed collections reported to the City 311 call center will be emailed to the Contractor daily. The Contractor has until 5:00 p.m. the following day to have the miss collected. Saturdays may be used to collect missed pick-ups from the previous day. Misses reported to the Contractor on Friday must be collected by 5:00 p.m. on Saturday. In the event a resident emails a miss to the City after hours on Friday evenings, these emails will be forwarded directly to the Contractor as the City receives them on Friday. These emailed misses must be collected on Saturday by 5:00 p.m. Any misses from the previous week reported to the City 311 call center before 10:00 a.m. on Monday mornings will be reported to the Contractor immediately. Contractor must collect these misses by 5:00 p.m. on Monday. The City expects and will hold the Contractor to a bench mark of a maximum of one miss per 1,000 occupied households per week. Failure to meet this bench mark will result in a penalty of \$100.00 for each miss over the benchmark. Failure to collect the miss by 5:00 p.m. the following day will result in a \$50.00 penalty for each occurrence. If a resident is missed more than two (2) times during a three (3)-month period, the Contractor will be penalized \$100.00 for each occurrence over this two (2)-miss threshold. Once the address in question that has been on the frequent miss threshold list for ninety (90) days without an additional miss, the address will be taken off the list. If there is an instance where a whole street, alley, or addition is missed more than one (1) time during a three (3)-month period, the Contractor will be penalized \$100.00 for each home that is missed.

In the event a street or alley is closed, the City shall advise the Contractor of the closing and assist in providing access to accomplish required collections. If the street is blocked due to short-term utility work lasting less than one day, the Contractor is expected to go back to get the missed collections no later than the following day.

The following holidays when falling on a weekday will be observed as non-collection days by the Contractor:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

In the event a holiday falls on a Sunday and the holiday is observed by the City on Monday, there will be no collections on Monday. All collections will be one day late that week.

29. EQUIPMENT

As of January 1, 2012, all vehicles in the Contractor's fleet used for the City Contract must not be a model year prior to 2011. This includes any back up vehicles that are used. If the model year is a 2010 and was purchased new by the Contractor for use on the City Contract, this vehicle will be allowed for use if it has been approved by the City Solid Waste Manager. All vehicles must be of the side-loading or rear-loading variety. No top-loading or front-loading vehicles are allowed to be used. The seven year age requirement will be negotiable for any extension year(s). This will be evaluated by the performance of the existing trucks during the initial contract term. For the first year of the contract (2011), Contractors will be allowed to use vehicles that do not meet contract equipment specifications while awaiting arrival of new trucks. These trucks must meet at a minimum, all federal, state, and local regulations governing waste removal and Department of Transportation standards. However, by January 1, 2012, all of the Contractor's vehicles must meet equipment specifications outlined in the Contract document.

Contractor vehicles shall be licensed in the State of Indiana and shall operate in compliance with all applicable federal, state, and municipal regulations. All vehicles shall be manufactured and maintained to conform to the United States Department of Transportation (DOT) Standards.

Contractor shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the Work required by the Contract in strict accordance with its terms. Contractor shall have available on collection days sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. No vehicle used during the term of this Contract shall be more than seven (7) years old. Refuse collection vehicles shall be leak proof and manage the collection process without fallout or blowout of Refuse, even during substantial winds; automated side-load service arm should have, at minimum, a 7 to 9-foot reach to keep weight of vehicle off the edge of pavement. Automated arm and grabber shall be capable of handling the City's cart sizes without damage. Disposal hoppers shall be equipped with anti-blowout equipment whether the devices are standard or add-on. Vehicle must be designed to distribute weight of vehicle to minimize road damage. Vehicle needs to service both automated cart emptying and manually dispose of appliances, furniture and other material allowed under this Contract.

Each collection vehicle, including spares, shall be provided with a global positioning system (GPS) unit which has the following functions:

- Location recording using XY coordinates and street address;
- Logging of pick up and spatially linking to location data;
- Cellular technology link to a server that the City can access via the web; and
- Store and forward capability of above listed data when cellular signal is unavailable.

In addition, the GPS system server shall provide data in a standard recognized format that enables the City to generate reports. The GPS system shall be able to track each time the vehicle lifts a cart at a specific address when emptying a cart. Upon the City's request, Contractor shall provide information/databases of when a collection vehicle is at a specific address and if the Contractor collected Refuse from that address. Reports shall include the date and time of collection. These systems shall be capable of reading RFID tags in

the event that the City inserts tags on all City-owned 96-Gallon Containers and 48-Gallon Containers. Contractor will be responsible for purchasing the necessary equipment to read the tags and create the reports to the City. The City would likely purchase RFID tags from Toter, Incorporated to be compatible with the 96-Gallon and 48-Gallon Containers.

Cleaning and Maintenance Standards:

Contractor shall maintain all equipment used in providing service under Contract in a safe, neat, clean and operable condition at all times. Vehicles used in the collection under the Contract shall be thoroughly washed a minimum of two (2) times per week so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with sanitation requirements.

Contractor shall furnish City with a written inventory of all vehicles used in providing service, update the inventory whenever it is modified and confirm this inventory annually. The inventory shall list all vehicles used to provide the service in the City by manufacturers (chassis and body,) ID number, date of acquisition, type, capacity and route(s) in which the vehicles are utilized.

Collection Vehicle Maintenance Specifications:

In order to ensure the optimum use of available manpower, equipment, material and capital investments, Contractor shall establish a comprehensive equipment maintenance management program by providing effective support and response to management and operational requirements. This equipment maintenance program should increase the productivity of the maintenance work force, ensure a high standard of maintenance performance, maximize fiscal goals with regard to equipment maintenance and contribute to uninterrupted operation of equipment.

Contractor shall compile a Maintenance and Procedures Manual (Manual) that incorporates all manufacturer's maintenance requirements and schedules for each and every collection vehicle used to perform the duties required by this Contract. The Manual shall include sections that identify the procedures that Contractor will use to implement the manufacturer's required maintenance schedules on a daily, monthly, weekly, quarterly, semi-annual and annual basis. Additionally, all drivers shall record logs, specifying the hours and mileage of use for each vehicle. This Manual shall also include sections describing the following:

1. Daily Inspection

Before beginning the day's operation, each driver shall make a "walk around" inspection of his vehicle and ensure that all items required by the manufacturer's maintenance manual have been addressed. Compliance with all CDL requirements shall be ensured. Operator shall verify that no item is overlooked, by signing the pre-trip log. Once each inspection is complete, a supervisor shall sign a report indicating that the required inspections have been completed and confirming that each collection vehicle is in good working order. All drivers shall keep current a post-trip log, noting all mileage and time data as well as any incidents or accidents that occurred. All malfunctions or defects shall be reported and repaired before returning the vehicle to service. Once all repairs have been completed, a maintenance supervisor shall sign the repair log for verification.

2. Preventive Maintenance and Lubrication Program

A Preventive Maintenance and Lubrication (PML) program, consisting of mechanical inspections, lubrication and oil, filter and coolant conditioner change intervals designed to maintain vehicle efficiency and prevent mechanical failure, shall be put in place. The PML program shall be conducted at a minimum as required by the manufacturer's specifications for both chassis and body. Contractor shall specify the specific intervals to be used for maintenance of all vehicles. All components and systems shall be incorporated, including by way of example but not limited to: hydraulic system, lights and wiring, operator's controls, front mount pump, grease fittings, control linkage, packing mechanism, tailgate and body, throttle stop device, lubrication system, radiator, engine, steering, wheels, tires, cooling system, brakes, drive line and lift mounting bolts.

3. Repairs

Operators shall immediately provide a report to their supervisors of any damage to or malfunction of the equipment or safety devices. No one shall operate equipment if any malfunction or breakdown poses a threat to safety. No one shall operate a vehicle if an "out-of-service" condition exists as defined in transportation regulations. All mechanical defects shall be repaired and vehicle repair logs completed before placing the vehicle back in service. Repairs shall only be attempted by authorized personnel who are qualified to perform that repair. Contractor shall ensure that necessary parts are available immediately and develop a plan for emergency needs.

4. Recordkeeping Requirements

Contractor shall establish a chain of responsibility to ensure compliance with all DOT requirements and all manufacturer's specifications and maintenance schedules. Contractor is accountable for tracking workorder labor, parts issues, consumables, costs per vehicle, component warranties, roadcalls and driver reported defects. All logs and maintenance records shall be retained throughout the term of the Contract and made available to the City upon request.

All accidents and incidents shall be logged within 24 hours of their occurrence and available in report format. The City shall have the right to audit all reports and to physically inspect the facilities and equipment to determine whether or not the Contractor's program is in compliance with this requirement. If the City finds that a specific vehicle is continually in non-compliance of any of the requirements specified above, the City may demand that vehicle not be used in the City for the remainder of the Contract term.

Contractor shall provide performance indicators such as fuel, miles per gallon, oil consumption, transmission fluid usage, coolant replacement, number of breakdowns by mechanical defect, life cycle costs for each vehicle. Vehicle information shall be recorded so that a vehicle profile is maintained that stores all pertinent vehicle information required to:

- Identify vehicles;
- Record month to date, year to date, and life to date maintenance data associated with a vehicle; and
- Identify compliance with preventive maintenance parameters.

Each vehicle shall bear as a minimum, the name of the Contractor plainly visible on both cab doors. Each vehicle shall be uniquely numbered in lettering at least four (4) inches high. Each vehicle shall have at least one broom and shovel to clean up Solid Waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secure so as to prevent any littering of Solid Waste and/or leaking of fluid. No vehicles shall be willfully overloaded.

In an instance where there is a hydraulic fluid, oil, fuel, or any other type of fluid leak or spill from a vehicle, the Contractor shall contact the Solid Waste Department immediately and shall follow all federal, state, and local regulations governing spill cleanup. Upon the event of any leak or spill, the Contractor shall have a supervisor on site within one (1) hour, after notification to supervisor of said leak, to assess the situation, apply absorbent, and remove any stains. All material applied to the spill will need to be cleaned up and disposed of properly within twelve (12) hours. Contractor shall not wash any fluids down storm drains without a filtering system approved by the City Water Pollution Control Department. Contractor shall notify the Solid Waste Department through email on how a leak or spill has been resolved within twenty-four (24) hours of initial notification. Contractor shall provide the City with the vendor(s) used for cleanups as well as products/cleaning agents used by said vendor(s). All cleaning agents/absorbents that are used by the Contractor or vendor(s) hired by the Contractor must be approved by the City prior to use. Contractor's failure to comply with any of these provisions will subject Contractor to a penalty of \$1,000.00 per occurrence.

Where alley collection is required, Contractor shall not operate equipment in the alleys which causes damage to public or private property. Any use of large vehicles may be banned if there are more than two (2)

incidences of property and/or pavement damage within a six (6)-month period. The City expects Contractor to use smaller vehicles that can navigate in the small "T, H, and L" alleys in the City. Collection vehicles must be enclosed and secure so as to prevent any littering.

30. REPORTING

Daily Misses

The City 311 call center will email the daily miss list to the Contractor by 6:00 p.m. each day. The Contractor will then email information on the status of each miss by 8:00 p.m. the following day.

Complaints

The City will email collection complaints to the Contractor daily. It will be the Contractor's responsibility to provide in writing information on how each complaint was addressed so that future problems do not occur. The City will need this information within 48 hours of notifying the Contractor.

Property Damage

The Contractor will have 24 hours to respond to any property damage claims given to the Contractor via email by the City. Once the Contractor has accepted responsibility for the damage, the damage must be repaired within thirty (30) business days of acceptance of the claim. For property damage taking place in the fall and winter months that involves planting grass seed, Contractor must have the damage repaired and plant seed by May 15th the following spring. If the property damage is not repaired within thirty (30) days, the City will hire a company to repair the damaged property. The Contractor will be charged the cost of the repair plus an additional fifty (50) percent in penalties.

General Information

The Contractor will provide any information pertaining to routing, vehicles, and vehicle numbers used in the City within thirty (30) days upon request by the City. This includes specific routes, tonnage numbers for those routes, and any other information the City deems necessary.

31. STAFFING

Contractor shall furnish qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner.

All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Driver's License.

Contractor shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection under the Contract. Contractor shall train its employees in collection to identify, and not collect Hazardous Waste.

Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by the Contract, Contractor shall take appropriate corrective measures. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

Contractor shall designate qualified employees as supervisors of field operations. Supervisors will be in the field for inspection of Contractor's work and will be available by radio or phone during the Contractor's hours of operation to handle calls and complaints from the City or agents of the City, or to follow up on

problems and inspect Contractor's operations. Contractor must have at least one (1) supervisor available daily for such services.

All employees of the Contractor performing work under the Contract shall be uniformed showing their association with the Contractor while operating in the field. Contractor shall provide a list of current employees and Subcontractors to City upon request.

Any calls the Contractor receives concerning misses, property damages, complaints, or general questions of service will be transferred or directed to the City 311 call center. Contractor must have representatives or a messaging system stating this in the event a resident was to call the Contractor directly. Contractor must have an office within Allen County.

32. CONSTRUCTION; VENUE

This Contract shall be construed in accordance with the laws of the State of Indiana. Contractor and the City agree that any legal action initiated by each party hereunder shall be heard by a court of applicable jurisdiction which is located in Allen County, Indiana.

33. PAYMENT

The City shall be invoiced, in arrears during the Term of the Contract, by the total number of occupied households. The occupied household information for the preceding month will be given to the Contractor by the City on a monthly basis. Contractor will invoice the City, for the preceding month by the 10th of every current month. Invoices shall include total occupied Single-Family and Multi-Family Dwellings, public litter barrels, and illegal dump sites, if any, collected by the Contractor for the month as well as total Tons collected for that month. The City will deduct any penalties from the invoice and make payment to the Contractor within thirty (30) days of receipt of the properly completed invoice. The City will coordinate with Contractor to reconcile differences in records that may exist regarding occupied dwellings and/or other data from that of the City versus the Contractor; provided, however, that the decision of the City with respect to all of the foregoing matters shall be final and that Contractor hereby agrees to accept the same.

In addition to reporting as noted in above, Contractor shall include a monthly report with each invoice specifying all accidents, incidents, and citations by regulatory agencies or insurers, which occurred while performing the Work for the month being invoiced. Reports shall detail the nature and reasons for these occurrences as well as all results, findings, and actions taken to resolve same. Contractor shall also notify the Solid Waste Department promptly of any fines or penalties levied and any actions that could have an adverse impact on Contractor or service to the City or both. Failure to report such data shall subject Contractor to non-payment of invoice(s) by City until submission of complete, accurate report(s).

34. PUBLIC EDUCATION SUPPORT

Contractor must work with the City to assist in public education of residents regarding its management of the collection of Solid Waste. During the Contract term, the Contractor must provide funding for public education in the amount of \$50,000 per year (paid to the City semi-annually on or before January 1 and July 1). Decisions on how this money is spent will be solely the responsibility of the City and they may choose to spend this on promoting solid waste collection and/or recycling collection programs. The City will involve the Contractor in developing promotional programs. Contractor will also be expected to attend any neighborhood association meetings, events, etc. to help promote programs when directed by the City.

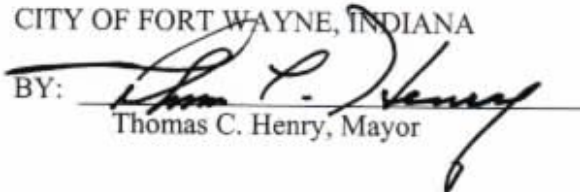
THIS CONTRACT, made and entered into this 8th day of August, 2010, by and between the City and the Contractor.

WITNESSETH, THAT the Contractor and the City for the consideration stated herein agree as follows:

- I. APPROVAL OF CONTRACT. This Contract, although accepted on behalf of the City by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the City unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City of Fort Wayne fail to approve the same within forty-five (45) days after the date hereof, this Contract shall become void and of no effect and the rights and obligations of the parties herunder shall thereupon extinguish.


IN WITNESS WHEREOF, the City and the Contractor, by their respective duly authorized agents, hereto affix their signatures and seals at Fort Wayne, Indiana, as of this 18th day of August, 2010.

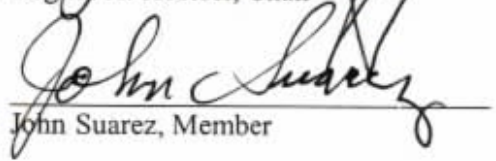
CITY OF FORT WAYNE, INDIANA

BY: 
Thomas C. Henry, Mayor

CITY OF FORT WAYNE, INDIANA

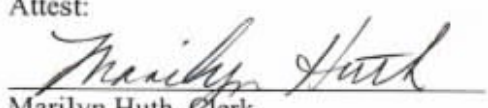
BY: Its Board of Public Works


Regina A. Kostoff, Chair


John Suarez, Member

Kumar Menon, Member

Attest:


Marilyn Huth, Clerk

Republic Services of Indiana LP,
DBA National Serv-All
Contractor

BY: _____
Bret J. Boccabella, General Manager

ATTEST: _____
Denise Scholz

(Seal)



EXHIBIT A

FORM OF GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is made and dated as of _____, 2010, between Republic Services, Inc., a Delaware corporation a domestic company organized and existing under the laws of the State of Delaware (together with any permitted successors and assigns hereunder, the "Guarantor"), and the City of Fort Wayne, a municipal corporation organized and existing under the laws of the State of Indiana ("City").

RECITALS

The City and Republic Services of Indiana LP, DBA National Serv-All a limited partnership organized and existing under the laws of the State of Delaware and duly authorized to do business in the State of Indiana (the "Company"), have entered into a Contract for Solid Waste Collection Services to the City, dated _____, 2010, as amended from time to time (the "Contract") whereby the Company has agreed to perform said Solid Waste Collection Services, all as more particularly described therein.

The City will enter into the Contract only if the Guarantor guarantees the performance by the Company of all of the Company's responsibilities and obligations under the Contract as set forth in this Guaranty Agreement (the "Guaranty").

In order to induce the execution and delivery of the Contract by the City and in consideration thereof, the Guarantor agrees as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION I.1. DEFINITIONS. For the purposes of this Guaranty, the term "Obligations" means the amounts payable by, and the covenants and agreements of, the Company pursuant to the terms of the Contract. Any other capitalized word or term used but not defined herein is used as defined in the Contract.

SECTION I.2. INTERPRETATION. In this Guaranty, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Guaranty, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution and delivery of this Guaranty.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, the City and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(F) Counterparts. This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) Applicable Law. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of Indiana.

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the Guarantor's liability beyond that expressly set forth herein.

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

SECTION II.1. REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR. The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a duly registered company organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium or by general equity principals of reorganization and other similar laws affecting creditors' rights generally and general principles of equity.

(C) No Conflict. Neither the execution or delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations hereunder (1) to the Guarantor's knowledge conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor, (2) conflicts with, violates or results in a material breach of any term or condition of the Guarantor's corporate charter or by-laws or any judgment, decree, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) to the Guarantor's knowledge will result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby or by any Transaction Form.

(D) No Governmental Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required of the Guarantor for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(E) No Litigation. There is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's knowledge, threatened against the Guarantor which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty.

(F) No Legal Prohibition. The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty.

(G) Consent to Agreements. The Guarantor is fully aware of the terms and conditions of the Contract.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder will result in a material benefit to the Guarantor.

ARTICLE III

GUARANTY COVENANTS

SECTION III.1. GUARANTY TO CITY. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to the City for the benefit of the City (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Company under the Contract (including all amendments and supplements thereto) to, or for the account of, City, when the same shall become due and payable pursuant to this Guaranty, and (2) the full and prompt performance and observance of each and all of the Obligations.

SECTION III.2. RIGHT OF CITY TO PROCEED AGAINST GUARANTOR. This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Company to pay or perform any Obligation guaranteed hereunder, the City shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Company or exhausting any other remedies against the Company which the City may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that the City (1) file suit or proceed to obtain a personal judgment against the Company or any other person that may be liable for the Obligations or any part of the Obligations, (2) make any other effort to obtain payment or performance of the Obligations from the Company other than providing the Company with any notice of such payment or performance as may be required by the terms of the Contract or required to be given to the Company under Applicable Law, (3) foreclose against or seek to realize upon any security for the Obligations, or (4) exercise any other right or remedy to which the City is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Company or to the enforcement of remedies under the Contract. Upon any unexcused failure by the Company in the payment or performance of any Obligation and the giving of such notice or demand, if any, to the Company and Guarantor as may be required in connection with such Obligation and this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding the City's right to proceed directly against the Guarantor, the City (or any successor) shall not be entitled to more than a single full performance of the obligations in regard to any breach or non-performance thereof.

SECTION III.3. GUARANTY ABSOLUTE AND UNCONDITIONAL. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Company shall have fully discharged the Obligations in accordance with their respective terms and shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Company, the City or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified by reason of any of the following (whether with or without notice to, knowledge by or further consent of the Guarantor):

- (1) the extension or renewal of this Guaranty or the Contract up to the specified Terms of each agreement;

(2) any exercise or failure, omission or delay by the City in the exercise of any right, power or remedy conferred on the City with respect to this Guaranty or the Contract except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;

(3) any permitted transfer or assignment of rights or obligations under the Contract or any document relating thereto by any party (other than a permitted assignment to a replacement contractor in the event of a termination of the Company pursuant to Article XV of the Contract), or any permitted assignment, conveyance or other transfer of any of their respective interests in the Managed Assets or in, to or under any of the Transaction Forms;

(4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of the City or any other person in the Contract;

(5) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of the Contract or any document relating thereto;

(6) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against the Company or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or the Contract or any document relating thereto in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(7) Any sale or other transfer by the Guarantor or any Affiliate of any of the capital stock or other interest of the Guarantor or any Affiliate in the Company now or hereafter owned, directly or indirectly, by the Guarantor or any Affiliate, or any change in composition of the interests in the Company;

(8) any failure on the part of the Company for any reason to perform or comply with any agreement with the Guarantor;

(9) the failure on the part of the City to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Company as a condition to the enforcement of Obligations pursuant to the Contract;

(10) any failure of any party to the Contract or any document relating thereto to mitigate damages resulting from any default by the Company or the Guarantor thereunder;

(11) the merger or consolidation of any party to the Contract or any document relating thereto into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(12) any legal disability or incapacity of any party to the Contract or any document relating thereto; or

(13) the fact that entering into the Contract or any document relating thereto by the Company or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (1) through (13) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Company pursuant to the terms of the Contract and not merely a guarantor and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Company's rights, benefits, duties or obligations under the Contract.

SECTION III.4. WAIVERS BY THE GUARANTOR. The Guarantor hereby unconditionally and irrevocably waives:

- (1) notice from the City of its acceptance of this Guaranty;
- (2) notice of any of the events referred to in Section 3.3 hereof, except to the extent that notice is required to be given as a condition to the enforcement of Obligations;
- (3) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Company required pursuant to the Contract as a condition to the performance of any Obligation;
- (4) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;
- (5) any right to require a proceeding first against the Company;
- (6) any right to require a proceeding first against any person or the security provided by or under the Contract or document relating thereto except to the extent such Transaction Form specifically requires a proceeding first against any person (except the Company) or security;
- (7) any requirement that the Company be joined as a party to any proceeding for the enforcement of any term of the Contract or any document relating thereto;
- (8) the requirement of, or the notice of, the filing of claims by the City in the event of the receivership or bankruptcy of the Company; and
- (9) all demands upon the Company or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.4, by rule of law or otherwise, constitute grounds for

relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

SECTION III.5. PAYMENT OF COSTS AND EXPENSES. The Guarantor agrees to pay the City on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), incurred by or on behalf of the City in successfully enforcing by legal proceeding observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the costs and expenses that the City incurs in performing any of its obligations under the Contract, or any document relating thereto where such obligations are a condition to performance by the Company of its Obligations.

SECTION III.6. SUBORDINATION OF RIGHTS. The Guarantor agrees that any right of subrogation or contribution which it may have against the Company as a result of any payment or performance hereunder is hereby fully subordinated to the rights of the City hereunder and under the Contract or any document relating thereto and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Company until the Company and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

SECTION III.7. SEPARATE OBLIGATIONS; REINSTATEMENT. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under this Guaranty, (2) give rise to separate and independent causes of action against the Guarantor, and (3) apply irrespective of any indulgence granted from time to time by the City. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Company is rescinded or must be otherwise restored by the City, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Contract, or document relating thereto or the Company's enforcement of such terms under Applicable Law.

SECTION III.8. TERM. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Company have been fully paid and performed. This Guaranty shall be effective irrespective as to when the commencement date occurs.

ARTICLE IV

GENERAL COVENANTS

SECTION IV.1. MAINTENANCE OF CORPORATE EXISTENCE.
(A) Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it, unless the successor is the Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if (1) the successor entity (if other than the Guarantor) (a) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State of Indiana, and (b) delivers to the City an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable

bankruptcy and similar insolvency or moratorium laws, and (2) any such transaction does not result in a material decline in Guarantor's credit standing, as defined in Section 17.1 of the Contract.

(B) Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section 4.1, the provisions of this Section 4.1 shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section 4.1. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section 4.1.

SECTION IV.2. ASSIGNMENT. Without the prior written consent of the City, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 4.1 hereof.

SECTION IV.3. QUALIFICATION IN INDIANA. The Guarantor agrees that, so long as this Guaranty is in effect, if required by law, the Guarantor will be duly qualified to do business in the State of Indiana.

SECTION IV.4. CONSENT TO JURISDICTION. The Guarantor irrevocably: (1) agrees that any legal proceeding arising out of this Guaranty shall be brought in the State or federal courts in Fort Wayne, Indiana having appropriate jurisdiction; (2) consents to the jurisdiction of such court in any such legal proceeding; (3) waives any objection which it may have to the laying of the jurisdiction of any such legal proceeding in any of such courts; and (4) waives its right to a trial by jury in any legal proceeding in any of such courts.

SECTION IV.5. BINDING EFFECT. This Guaranty shall inure to the benefit of the City and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

SECTION IV.6. AMENDMENTS, CHANGES AND MODIFICATIONS. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of the City and of the Guarantor.

SECTION IV.7. NOTICES. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by first class mail and facsimile, to such addresses:

(a) If to the Guarantor:

Republic Services of IN, LP DBA National Serv-All
Attn: Bret Boccabella
6231 MacBeth Rd.
Fort Wayne, IN 46809

(b) If to the City:

Board of Public Works
Attn: Regina Kostoff
One Main Street Room 420
Fort Wayne, IN 46802

With a copy to:

Carol Taylor, City Attorney
One Main Street Room 910
Fort Wayne, IN 46802

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

[Company Seal]

Republic Services Inc., as Guarantor

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted and Agreed to by:

[City Seal]

CITY OF FORT WAYNE

ATTEST:

By: _____

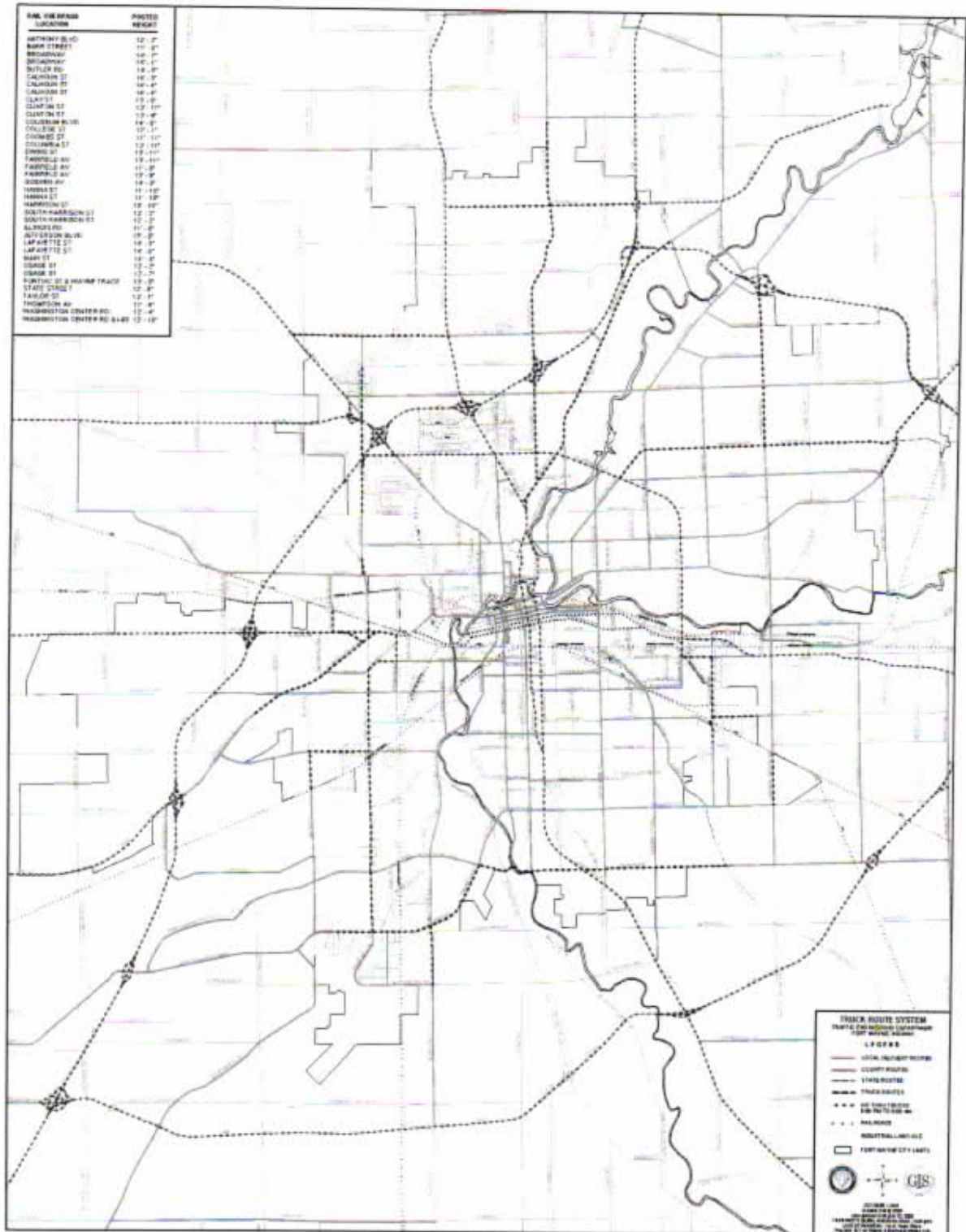
Printed Name: _____

Title: _____

APPENDIX A
MOBILE HOME PARKS RECEIVING SERVICE

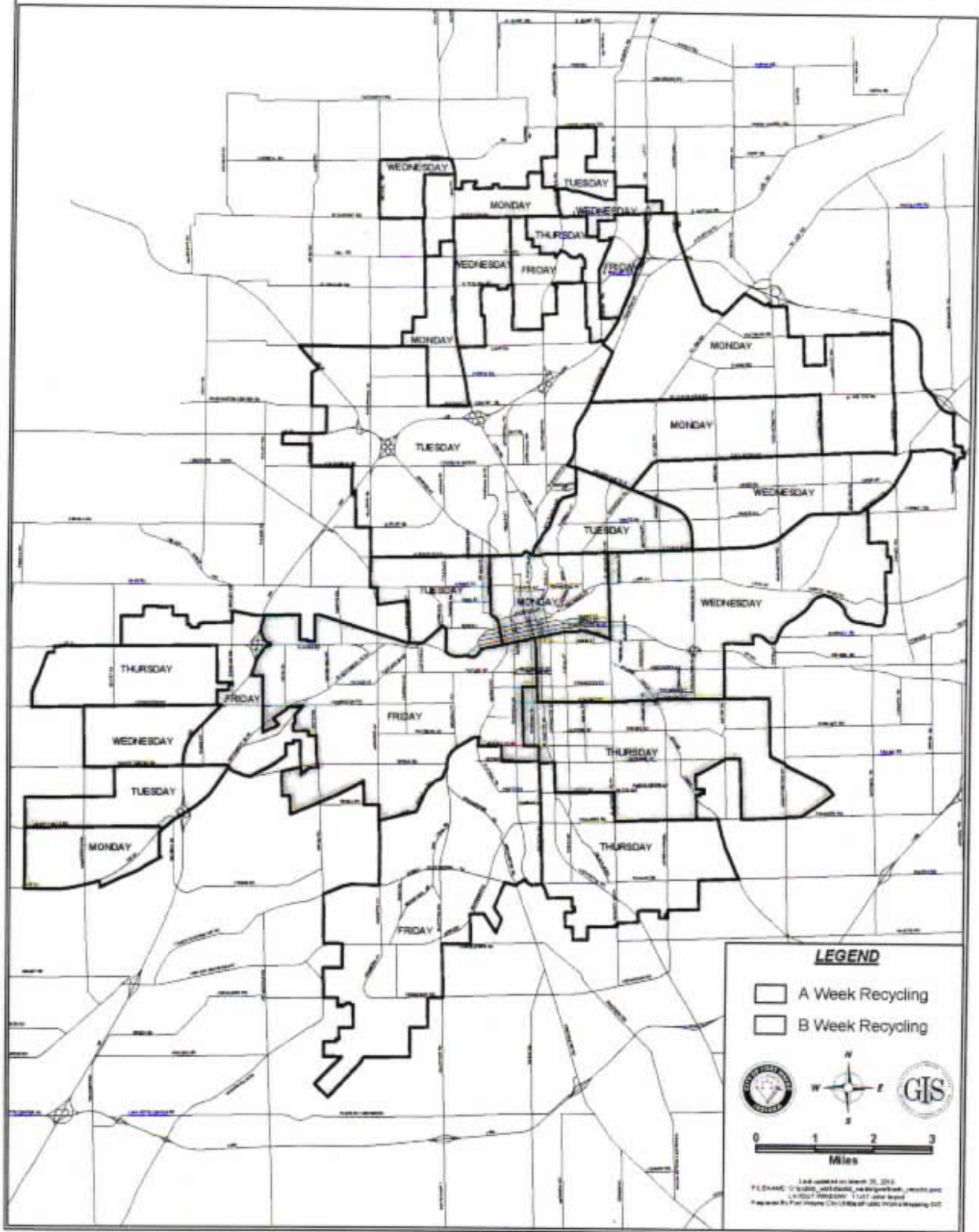
CUSTOMER NAME	SERVICE ADDRESS	TOTAL # OF UNITS	# OF UNITS BILLED
ALLEN CO MHP INC	1503 E PAULDING RD	40	36
EVERGREEN MOBILE HOME PARK	6906 ELZEY ST	16	14
COZY ACRES	3203 SANDPOINT RD	26	23
STAN ADAMS TRAILER	4541 LIMA RD	10	9
SHADY GROVE MOBILE HOME PK	1235 VANCE AVE	10	9
IDEAL MOBILE HOME PK	4503 LIMA RD	18	18
CORTINI LLC DBA SOUTHERN COURT	5415 S HANNA ST	56	50
ALLIANCE PROPERTY MGT LTD	7112 DECATUR RD	12	11

APPENDIX B



APPENDIX C

CITY OF FORT WAYNE GARBAGE & RECYCLING COLLECTION DAYS



APPENDIX D

Litter Barrel Locations

Location	Type of Litter Barrel/Size of Liner	Description
700 S. Calhoun St.	Top Loading, 33 gallon plastic can liner	SW Corner of 700 block of S. Calhoun and 100 W. Main: near traffic signal post
600 block of S. Calhoun St.	Side Loading Compactor, 46 gallon plastic bag liner	Next to the light post by Riegel's
131 W. Columbia St.	Top Loading, 33 gallon plastic can liner	2' from light post
200 W. Main St.	Top Loading, 33 gallon plastic can liner	NW corner Main and Harrison St: 1.5' from back of sidewalk on Main and 25' from Harrison curb
200 W. Berry St.	Top Loading, 33 gallon plastic can liner	NE corner of Maiden and Berry: 1.5' from back of Berry St. walk
200 W. Wayne St.	Top Loading, 33 gallon plastic can liner	NE side of Webster and Wayne: 18" off back of walk at park entrance
1200 S. Harrison St.	Top Loading, 33 gallon plastic can liner	NE corner of Douglas and Harrison St: 3' in off of Harrison curb by the signal post
1100 S. Calhoun St.	Top Loading, 33 gallon plastic can liner	SW corner of S. Calhoun and Jefferson: 3' in from S. Calhoun next to signal post
100 W. Wayne St.	Top Loading, 33 gallon plastic can liner	NW corner of Wayne and S. Calhoun: 3' in from Wayne side by light post
100 E. Wayne St.	Top Loading, 33 gallon plastic can liner	SE corner of Wayne and S. Calhoun: 8' in on Wayne side by yellow fire hydrant
110 W. Wayne St.	Top Loading, 33 gallon plastic can liner	N side of W. Wayne by Tuscany Pizza
800 S. Harrison St.	Top Loading, 33 gallon plastic can liner	NE corner of Harrison and Wayne: 9.5' in from Harrison side
100 W. Berry St.	Top Loading, 33 gallon plastic can liner	NE corner of Berry and Harrison: 1.5' in from back of walk on Berry
900 S. Clinton St.	Top Loading, 33 gallon plastic can liner	NW corner of Washington and Clinton
800 S. Barr St.	Top Loading, 33 gallon plastic can liner	In Front of Farmers Market
300 E. Wayne St.	Top Loading, 33 gallon plastic can liner	NE corner of Barr and Wayne: 7' from Wayne side by traffic signal post
200 E. Main St.	Top Loading, 33 gallon plastic can liner	Corner of Main and Barr: by brick pillar
200 E. Superior St.	Side Loading Compactor, 46 gallon plastic bag liner	NE corner of Superior and Clinton: 3' in from Superior next to the yellow box
500 S. Calhoun St.	Top Loading, 33 gallon plastic can liner	SE corner of Superior and S. Calhoun: 9.5' from the Calhoun side
100 W. Main St.	Top Loading, 33 gallon plastic can liner	SW Corner of Main and S. Calhoun
100 E. Main St.	Top Loading, 33 gallon plastic can liner	courthouse Green: 2 barrels Clinton at Berry; Clinton at Main
100 E. Main St.	Side Loading Compactor, 46 gallon plastic bag liner	courthouse green mid block of Main
100 E. Berry St.	Top Loading, 33 gallon plastic can liner	SE corner of S. Calhoun and E. Berry St.
700 Wilt St.	Top Loading, 25 gallon plastic can liner	cement barrel: mid-block
600 E. Pontiac	Top Loading, 25 gallon plastic can liner	cement barrel, SW corner of S. Hanna and Pontiac St.
900 E. Pontiac	Top Loading, 25 gallon plastic can liner	cement barrel: 2 litter barrels
1100 E. Pontiac	Top Loading, 25 gallon plastic can liner	cement barrel
1600 S. Calhoun	Top Loading, 33 gallon plastic can liner	2 barrels, SW corner S. Calhoun and Grand, NE corner Murry and S. Calhoun
1700 S. Calhoun	Top Loading, 33 gallon plastic can liner	in front of 1725 S. Calhoun
1800 S. Calhoun	Top Loading, 33 gallon plastic can liner	in front of 1816 S. Calhoun
1900 S. Calhoun	Top Loading, 33 gallon plastic can liner	2 barrels, corner of Calhoun and Masterson, NW corner Williams and S. Calhoun
2100 S. Calhoun	Top Loading, 33 gallon plastic can liner	2 barrels, in front of 2124 S. Calhoun and 2101 S. Calhoun
2300 S. Calhoun	Top Loading, 33 gallon plastic can liner	NE corner of W. Taber and S. Calhoun
2400 S. Calhoun	Top Loading, 33 gallon plastic can liner	NE corner of W. Sutfenfield and S. Calhoun
2700 S. Calhoun	Top Loading, 33 gallon plastic can liner	2 barrels, SE corner Pontiac and S. Calhoun and NW corner Leith and S. Calhoun
2900 S. Calhoun	Top Loading, 33 gallon plastic can liner	NE corner Esmond and S. Calhoun
3200 S. Calhoun	Top Loading, 33 gallon plastic can liner	NE corner Packard and S. Calhoun
3300 S. Calhoun	Top Loading, 33 gallon plastic can liner	East side of street by South Side High School parking lot
3500 S. Calhoun	Top Loading, 33 gallon plastic can liner	East side of street by South Side High School parking lot
3600 S. Calhoun	Top Loading, 33 gallon plastic can liner	2 barrels, in front of 3610 S. Calhoun, and NE corner of Oakdale and S. Calhoun
3800 S. Calhoun	Top Loading, 33 gallon plastic can liner	in front of 3624 S. Calhoun

DIGEST SHEET

Department: Solid Waste Dept.

Resolution Number: 97-6-30-10-1

Title of Ordinance: Integrated Municipal Solid Waste & Recycling Management Contracts

Awarded To: Republic Services of Indiana, LP, d.b.a. National Serv-All

Amount of Contract:

Solid Waste Collection = \$4.35 per occupied dwelling per month

Solid Waste Disposal = \$24.70 per ton

Recycling Collection = \$1.39 per occupied dwelling per month

Recycle Processing = \$19.87 per ton

Estimated Total Cost Solid Waste Collection = \$4,083,972

Estimated Total Cost Solid Waste Disposal = \$2,420,600

Estimated Total Cost Recycling Collection = \$1,304,992

Estimated Total Cost Recycling Processing = \$198,860

Number of Bidders:

Solid Waste Collection = 5

Solid Waste Disposal = 1

Recycling Collection = 5

Recycle Processing = 2

Description of Project (Be Specific):

Residential Garbage and Recycling Collection and Disposal/Processing for all residential dwellings of 4 units or less paying for service through the City.

What Are The Implications If Not Approved:

The City will not have a Garbage and Recycling Collection contract in place as of January 1, 2011.

If Prior Approval Is Being Requested, Justify:

NA

Additional Comments:



Signature

8-18-10

Date



CITY OF FORT WAYNE

THOMAS C. HENRY, MAYOR

Date: August 18, 2010

To: Members of Common Council
City of Fort Wayne

From: Matt Gratz *MS*
Solid Waste Dept.

Re: 2011 Integrated Municipal Solid Waste and
Recycling Contracts

The Solid Waste Department is seeking approval for the 2011 Integrated Municipal Solid Waste and Recycling Management Contracts with Republic Services of Indiana (National Serv-All) The Solid Waste Contract Committee has reviewed the Bids and provided the Solid Waste Dept. with this recommendation.

The Contracts have been unbundled which provides for separate contracts for Solid Waste Collection, Solid Waste Disposal, Single-Stream Recycling Collection, and Recycling Processing. The term for each Contract will be 7 years with three (3) possible one (1) year extensions. The pricing is as follows:

Solid Waste Collection: \$4.35 per Occupied Single-Family and Multi-Family Dwelling
Solid Waste Disposal: \$24.70 per ton
Recycling Collection: \$1.39 per Occupied Single-Family and Multi-Family Dwelling
Recycling Processing: \$19.87 per ton

The Solid Waste Contract Committee has recommended moving to a single-stream form of recycling collection where residents who participate in the recycling program will be given a wheeled cart to replace the 18-gallon recycle bins currently being used. Residents will no longer separate the recyclables into bins. All recyclables will be placed into the cart. Residents with alley collection for garbage will now place their recycling cart in the alley for collection. We anticipate single-stream collection will increase participation by at least 30%. Participation is currently estimated to be at 34%.

In addition, the City will receive a 50% share in net revenue from the processed recyclables. This will depend heavily on the material markets, but we are estimating that revenue should be around \$130,000 per year at the current participation level.

In comparing the new Bid rates with the current collection rates, the City will save around \$300,000 annually. This savings Does Not Include any revenue received from recyclables.

At a 60% participation rate, the City will initially need to purchase roughly 50,000 recycling carts from the current cart manufacturer, Toter Inc., at an estimated cost of \$2.6 million. This would be a cost of \$318,416 per year over a 10 year period. Residents will be given a 96-gallon cart for

ENGAGE • INNOVATE • PERFORM

One Main St. • Fort Wayne, Indiana • 46802-1804 • www.cityoffortwayne.org

An Equal Opportunity Employer

recycling that is similar to the one used for garbage collection. Residents will have the option of requesting a smaller 48-gallon cart. The Solid Waste Department will bring this Purchase Order for carts to City Council for approval at a later date. Council must be made aware that if the City enters into Contract for Single-Stream Recycling Collection, the carts must then be purchased.

If you have any questions or concerns regarding these contracts please contact me at 427-2474.

Roll call vote 9-7-10

S-10-08-19

Read the first time in full and on motion by _____ and duly adopted, read the second time by title and referred to the Committee on _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____ the _____ day of _____, 2010, at _____ o'clock _____ M., E.S.T.

DATED: _____

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____ placed on its passage. PASSED LOST
by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>1</u>	_____	<u>1</u>
<u>BENDER</u>	✓	_____	_____	_____
<u>BROWN</u>	_____	✓	_____	_____
<u>DIDIER</u>	✓	_____	_____	_____
<u>GOLDNER</u>	✓	_____	_____	_____
<u>HARPER</u>	✓	_____	_____	_____
<u>HINES</u>	✓	_____	_____	_____
<u>PAPE</u>	_____	_____	_____	✓
<u>SHOAFF</u>	✓	_____	_____	_____
<u>SMITH</u>	✓	_____	_____	_____

DATED: _____

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. _____ on the _____ day of _____, 2010

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 2010, at the hour of _____ o'clock _____ M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____ 2010, at the hour of _____ o'clock _____ M., E.S.T.

THOMAS C. HENRY, MAYOR