



**REQUEST FOR PROPOSAL RFP 18-0108
SOLID WASTE/YARD WASTE/ RECYCLING 2018**

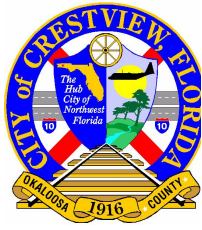
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A City Limits map is available at the following link:

http://www.cityofcrestview.org/DocumentCenter/View/761/917_City-of-Crestview-Map?bidId



CITY OF CRESTVIEW

OFFICE OF THE CLERK

P.O. DRAWER 1209, CRESTVIEW, FLORIDA 32536

Phone # (850) 682-1091 Fax # (850) 682-8077

PLEASE ADVERTISE ONE (1) TIME IN A NEWSPAPER OF GENERAL CIRCULATION IN THE LEGAL SECTION.

REQUEST FOR PROPOSALS

The City of Crestview will accept Proposals to consider awarding a non-exclusive franchise for the collection and disposal of solid waste, yard refuse and re-cycling.

Proposals shall be sealed and mailed or delivered to the City Clerk's Office, City of Crestview, P.O. Drawer 1209 or 198 North Wilson Street, Crestview, Florida, 32536 to arrive no later than 2:00 P.M. CST, October 8, 2018. **Fax submissions are unacceptable.** Proposals shall be opened and validated at 2:15 P.M. CST, October 8, 2018.

The technical criteria and RFP format are contained in the RFP packet. Interested parties may procure a copy of the RFP packet by contacting the City at (850) 682-1560 or Fax (850) 682-8077.

Elizabeth M Roy
City Clerk/Purchasing Agent

Note: Copies mailed to known interested parties.

SECTION 1

GENERAL INFORMATION

A. PURPOSE OF SOLICITATION

The City Council of Crestview, Florida solicits proposals for the purpose of granting a non-exclusive franchise agreement to collect and dispose of solid waste, yard refuse and recycling. These services shall be administered to the residential, commercial and industrial customers located within the corporate limits of Crestview, Florida. The length of the franchise shall be for Four and three quarters (4.75) years, with option of up to 5 additional years contemplated.

B. SCOPE OF WORK

The scope of service involves three (3) categories of service consisting of solid waste, yard refuse and recycling. It is the overall intent of the City for one (1) franchise holder to conduct an integrated service whereby these three (3) categories are cost effective and serviced efficiently for the public. The service area is comprised of more than 9500 customers in Crestview.

C. GENERAL DATA

Crestview, Florida is a municipal corporation chartered in 1916. The City consists of approximately 24,000 citizens; corporate limits measure approximately 6.50 miles wide (east/west) and 7.7 miles long (north/south): with situs on the second highest elevation point in Florida. Appendix A contains a list of officials for the City who are instrumental in the RFP process.

The City services approximately 102.3 miles of surface roadways and is accessible by interstate, federal and state highway systems plus railroads and airport. Appendix B contains a map outlining the City limits which constitutes the service area.

The population base is stable and service is provided to a combined total of 9367 utility customers. Curbside solid waste service is provided to approximately 8031 customers on a daily and bi-weekly basis. The citizens of the City have been provided curbside operation for the collection of solid waste, yard refuse and recycling for many years. The level of service provided to the local citizens has been timely, responsive, and cost efficient.

Franchisee is to provide necessary service to all of City's facilities at no charge to the City.

D. PROPOSED CALENDAR OF EVENTS

Advertise for RFP in Local Media	September 5, 2018
Issue RFP Instructional Packets	September 5, 2018
Pre-Bid Conference 2:00 p.m. CT	September 13, 2018
Proposals Due 2:00 pm CT	October 8, 2018
Proposal Opened 2:15 pm CT	October 8, 2018
Begin Review by Staff/Committee Negotiate and Select Franchisee (committee meeting times to be announced)	October 9-16, 2018
Proposal to and acceptance of Bid by Council	October 22, 2018
First reading of Franchise Ordinance	October 22, 2018
Public Hearing/Enactment of Franchise Ordinance	November 12, 2018
Execute Administrative Processing of Franchisee 2018	November 13, 2018 – November 30,
Commence Operation by Franchisee	January 1, 2019

Note: In the event the City deems it necessary to modify, alter or revise the “proposed calendar of events” due to operation requirements, RFP initiators will be advised accordingly.

SECTION II

INSTRUCTION TO PROPOSERS

A. PROPOSAL SUBMISSION

1. Submission of Proposals

Eight (8) copies of each proposal shall be submitted by 2:00 P.M., Central Standard Time, Monday, October 8, 2018 to:

City of Crestview/ Attn: Elizabeth Roy
P.O. Drawer 1209
198 North Wilson Street
Crestview, FL 32536

Proposals shall be mailed, or hand delivered in a **sealed** envelope/package with the outside clearly marked "Sealed Proposal 10-0108 for Solid Waste/Yard Waste/Recycling – 2018." Envelope/Package will be stamped with the date and time of receipt. Proposals delivered either by commercial mail sources or hand delivery after the specified deadline **WILL NOT** be accepted. **Fax copies unacceptable.**

2. Cover Letter

A cover letter shall be included with the proposal. This letter shall confirm that all information contained in the proposal is factual and accurate and that the submitting firm is prepared to enter into business arrangements for the collection and operation of a Solid Waste, Yard Refuse and Recycling non-exclusive franchise within the corporate limits of Crestview, Florida. The cover letter must be signed by an officer of the submitting firm. The letter must also confirm that the submitting firm is agreeable to the form and terms of the franchise ordinance, a copy of which is attached hereto as Appendix D.

3. Disclaimer Statement

Information contained in this RFP has been prepared by the project participants identified in Appendix A herein from information received by them. Such information is believed to be accurate and reliable and gathered from public records. However, each Proposer must have the clear understanding that there will be no claims for reimbursement of any costs or expenses incurred by Proposers due to the preparation of this RFP.

4. Solicitation

Prospective firms and/or their representatives are hereby warned not to contact any City employee, official, board member, or Councilmember on matters relating to this Request for Proposal, except as indicated herein. Any attempt to do so, or engaging in lobbying or any other activities interfering with the evaluation process may result in an immediate disqualification of the vendor from any City Business.

5. Confidentiality

If proposals submitted in response to this RFP contain technical or other data whose public disclosure would cause injury to the Proposer's competitive position or constitute a trade secret, Proposer should specifically identify such information by clearly and unmistakably marking the appropriate pages.

The City assumes no responsibility for disclosure or use of unmarked data for any purpose. The City will make every effort to protect confidential data from disclosure, but will not be held liable for any damage or injury which may result from any disclosure that may occur.

6. Format

Proposals submitted in response to this RFP shall be neatly typed or printed on 8 ½" x 11" paper with minimum spacing of one and one-half lines. The proposal shall be organized in one (1) separately bound document with three (3) separately identified sections (by tabs) as follows:

Section I – Executive Summary
Section II - Proposal
Section III – Rate Proposal on Form Provided in Appendix D

Any questions regarding these instructions or any other part of this RFP shall be submitted in writing by letter, fax, or email on or before September 28, 2018 to:

City of Crestview or FAX 850-682-8077
P. O. Drawer 1209
Crestview, FL 32536
elizabethroy@cityofcrestview.org

ATT: Elizabeth M Roy
City Clerk/Purchasing Agent

B. EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the Proposal, summarizing the salient points presented in the Proposal. At a minimum, the following information shall be included in the Executive Summary:

- (1) Brief description of company's capacity to manage a non-exclusive franchise for the City.
- (2) Overview of your company's track record in the solid waste, yard refuse and recycling business.
- (3) Brief statement on method of billing and collection procedures and solving of complaints generated by user.

SECTION III

PROPOSAL

Submissions will be in accordance with the following outline.

A. QUALIFICATIONS AND EXPERIENCE

1. General Experience. Provide resumes of key officials by title as well as for those personnel who will occupy management roles during the operation of this franchise period.

Provide a statement from a firm (company, municipality, state, etc.) for whom you have successfully sought and been awarded a franchise to collect and dispose of solid waste, yard refuse and recycling collection. Statement should include items such as client name, address, phone number, and extent of operation (e.g. number of customers serviced, methodology of collection, disposal areas and types of equipment used).

2. Financial Qualifications. The following information shall be provided from the Proposer's guarantor:

- a. Audited financial statements from the past three fiscal years, to include income statements, balance sheets, and statements of changes in financial position.
- b. Copies of the most recent Form 10-K filed with the United States Securities and Exchange Commission (SEC) and all IO-Qs since the last 10-K; or, if a form 10-K is not filed with the SEC, the following:
 - (1) Copies of the four (4) latest quarterly financial reports.
 - (2) A copy of the latest annual report, if any.
 - (3) Information on any material changes in the mode of conducting business, bankruptcy proceedings and mergers or acquisitions within the past three (3) years including comparable information for related firms and principals of firms. Any pending lawsuits that may affect the firm's ability to carry out this franchise must also be disclosed.
 - (4) A list of executive officers of the firm, positions held, and terms of office.

Note: In the event a newly formed company, firm, corporation, etc. cannot provide the financial qualifications set forth above, and chooses to respond to this RFP, the City Council reserves the right to require additional documents or evidence of qualification to satisfy elements of the criteria in lieu thereof.

3. Public Entity Violations. Pursuant to Sections 287.132 – 133, Florida Statutes, the Proposer shall submit a sworn statement with respect to Public Entity Crimes. Utilize Appendix C for verbiage of this statement.

B. REQUIREMENT TO AGREE TO TERMS OF ORDINANCE

The following criteria and related data should be considered when finalizing the proposal. The evaluation process will analyze these criteria and other operational requirements of the City. They include:

1. The Proposer shall agree to the terms and conditions as contained in franchise ordinance and payment of franchise fee.
2. Proposer agrees to pay 6% of fees as franchise fee to City for billing and collection of customer receipts. City shall retain 6% of all monthly receivables collected as payment of franchise fee.

C. ADDITIONAL CONSIDERATIONS

1. Process By-Product(s). The Proposer or franchisee shall be responsible for transportation and disposing of all solid waste, yard refuse and recycling consistent with local, state and federal regulations.

2. Landfills: Please provide a list of all landfills owned by the Bidder.

3. Securing Permits and Licenses. The Proposer or franchisee shall obtain all permits and licenses necessary to conduct this service. This shall mean all requirements peculiar to local, county, regional, state and federal governments.

4. Backup Systems. The Proposer or franchisee shall provide such emergency backup systems as are required to assure collection and disposal of solid waste, yard refuse and recycling to guarantee efficiency levels are maintained city-wide. The Proposer shall provide copies of any agreements, contracts, etc., they have made with other firms, municipalities or counties to use their facilities as backup systems.

5. Employee Training Program. The Proposal shall briefly outline the continuing training its employees will receive to assure that public safety standards are maintained during the collection and disposal of city owned streets, alleys, or other city rights-of-way.

6.. Insurance. For all employees who may be utilized in the operation of this franchise, franchisee shall obtain and maintain in force the following types of insurance, together with such other insurance as it may deem reasonable and necessary with respect to the franchise which may be required by any Third Party with whom franchisee shall contract with respect to the project; all such insurance shall include the City as an additional insured:

(a) Worker's Compensation (including coverage for occupational, employee and all claims disease) containing an agreement by the insurance company to waive subrogation against the City, its employees or its agents. Employer's liability coverage shall be included for a limit of not less than \$100,000 per accident; not less than \$100,000 per employee disease; and not less than \$500,000 for all claims disease.

(b) Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for bodily injury or death for any person in any single occurrence, and not less than \$2,000,000 in the aggregate where two (2) or more persons receive bodily injury or death arising out of a single occurrence, and not less than \$100,000 for damages to, or loss of, properties arising out of any single occurrence or fire damage limit of \$50,000 for any one (1) fire.

(c) Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 for bodily injury or death for any person in any single occurrence and not less than \$2,000,000 in the aggregate where two (2) or more persons receive bodily injury or death arising out of a single occurrence and not less than \$100,000 for damages to, or loss of, properties arising out of any single occurrence.

(d) Umbrella of Excess Liability policy providing not less than \$1,000,000 combined single limits in excess of the Employer's Liability, Comprehensive General Liability and Comprehensive Automobile Liability limits specified herein.

(e) Certificates of Insurance shall be furnished to the City prior to commencement of the operation of the franchise. The appropriate Certificates of Insurance certifying coverages under each of the mandatory and optional categories set forth in paragraph (a) through (e) above shall insure that each certificate has the following special provision annotated on the face: "THE POLICY OF INSURANCE REFLECTED BY THIS CERTIFICATE SHALL NOT BE CANCELLED OR MATERIALLY CHANGED WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE CRESTVIEW CITY COUNCIL." A rider to the certificate with this annotation is acceptable. In the event that the City deems it necessary for franchisee to obtain insurance coverage(s) other than those set forth in paragraphs (a) through (d) above, including increased coverage and limits, said additional insurance coverage(s) shall be obtained and maintained at the sole expense of the Franchisee.

(f) Proposal Bond shall be in the amount of \$100,000 and shall be included in the proposal submittal.

(g) Performance Bond shall be in the amount of \$2,000,000.

(h) The Grantee shall have an office of operation in the City of Crestview during the term of this agreement.

7. _____, as Contractor, shall comply with the requirements of Florida's Public Records law. In accordance with Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by the public agency in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida's Public Records Law or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if Contractor does not transfer the records to the public agency: and
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **If Contractor has questions regarding the application of Chapter 119, Florida Statutes, to Contractor's duty to provide public records relating to this Agreement, Contractor shall contact the Custodian of Public Records at:**

City Clerk, City of Crestview
198 North Wilson Street
P.O. Box 1209
Crestview, Florida 32536
(850) 682-1560 Extension 250
cityclerk@cityofcrestview.org

- f. In the event the public agency must initiate litigation against Contractor in order to enforce compliance with Chapter 119, Florida Statutes, or in the event of litigation filed against the public agency because Contractor failed to provide access to public records responsive to a public record request, the public agency shall be entitled to recover all costs, including but not limited to reasonable attorneys' fees, costs of suit, witness, fees, and expert witness fees extended as part of said litigation and any subsequent appeals.

SECTION IV

PROPOSAL EVALUATION

A. PROPOSAL EVALUATION PROCESS

The objective of this RFP is to select a Proposer who will agree to collect and dispose of solid waste, yard refuse and recycling in accordance with the term of the non-exclusive franchise ordinance (attached as Exhibit D) via a non-exclusive franchise agreement. This franchise shall operate for the purpose dictated in the Florida Statutes, City Charter and Code.

Based upon the City's evaluation of all requested information, the Crestview City Council shall adopt a franchise ordinance, substantially in the form attached as Exhibit D, awarding a non-exclusive franchise to the Proposer who submits the lowest, responsive and responsible proposal, as further described herein. If none of the proposals are accepted, the Crestview City Council reserves the right to re-advertise and seek new proposals or end the RFP process without further action.

B. PROPOSAL EVALUATION CRITERIA

1. GENERAL.

Evaluation and subsequent selection of the most qualified firm will not be solely dependent upon the lowest and best offer, but will also be based upon technical management, and financial criteria proposed by the firm plus other considerations; In general, the franchise will be awarded to the most responsive and responsible Proposer demonstrating the experience, skill, and success in the collection of solid waste, yard refuse and recycling which meets the needs and best serves the beneficial interest of the City.

The Crestview City Council reserves the right to reject any and all proposals received. In all cases, the City will be the sole judge as to whether a submitted proposal has or has not satisfactorily met the requirements of the RFP. The City intends to award a non-exclusive franchise to one (1) firm for the services outlined herein but reserves the right to delete any portion of the scope of services as it deems appropriate. Also, the City reserves the right to accept a proposal containing variations from these specifications in the best interests of the City.

2. TECHNICAL.

- a. Past operational performance of Proposer in other municipalities or similar levels of government within Florida.
- b. Reliability of equipment, maintenance of equipment and vehicles, and upgrade on a frequent basis.
- c. Successes with solid waste, yard refuse and recycling operations.
- d. Response to technical information requested in the RFP.

3. MANAGEMENT.

- a. Company and staff experience of the Proposer in the disposal of solid waste, yard refuse and recycling operations.
- b. Demonstrated capability to perform all required tasks and conditions of a solid waste, yard refuse and recycling franchise.
- c. Response to the requirements of the RFP.
- d. Demonstrated capacity to handle customer service complaints in a responsive and positive manner.
- e. Methodology to process and solve customer complaints generated by the franchise service to the public. A list of any complaints must be provided on a Daily Basis to the office of the City Clerk and the Public Services Director.

4. FINANCIAL.

- a. Response of financial data submitted for the requirements of the RFP.
- b. Proposer's financial standing in the community.
- c. Proposer's financial experience with other municipalities in the operation of a solid waste, yard refuse and recycling franchise.
- d. Letter of reference and/or recommendation from financial institution(s).

C. PROPOSAL CERTIFICATION

Conclude the Proposer's response(s) with the below Certification. Ensure the certification statement is signed and dated prior to submission.

This is to certify that I have personal knowledge of and attest to the validity of the information provided within the proposal submitted in response to the RFP by the City of Crestview. Further, I do hereby commit the corporation to the proposal as submitted.

Signature Authorized Corporate Officer

Date

Title

APPENDIX A

LIST OF PROJECT PARTICIPANTS

1. Crestview City Council:
 - Mr. JB Whitten, President
 - Mr. Bill Cox, Vice President
 - Mr. Shannon Hayes, Councilman
 - Mr. Joe Blocker, Councilman
 - Mr. Doug Faircloth Councilwoman
2. Ms. Elizabeth M Roy, Crestview City Clerk
3. Mr. Wayne Steele, Crestview Public Services Director
4. Mr. Ben Holley, City Attorney

APPENDIX B

Bid or Contract No. 10-0108
Proposal for Solid Waste/Yard Waste/Recycling - 2018

SWORN STATEMENT UNDER SECTION 287.133(3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The _____ business _____ address
of _____.

(Name of bidder or contractor) is _____(statement).

2. My relationship to _____(contractor) is
_____ (relationship such as sole Proprietor, partner,
president, vice president, etc.)

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

- 6. Neither the bidder or the contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 6 if paragraph 7 below applies).

- 7. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. **The name of the convicted person or affiliate is - _____.** A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies)

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date_____

Sign_____

(Contractor)

Print/Type_____

Sworn to and subscribed before me in the state and county first mentioned above on the ___day of _____, 20_____.

AFFIX SEAL

Notary Public

My Commission expires

APPENDIX C

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CRESTVIEW, FLORIDA, GRANTING A NON-EXCLUSIVE FRANCHISE TO _____, A PRIVATE CORPORATION FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL AND COMMERCIAL SOLID WASTE, YARD REFUSE, AND RECYCLING; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS AND TERMS; PROVIDING FOR CERTAIN CONDITIONS AND REQUIREMENTS RELATING THERETO; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Franchisee has indicated to the City of Crestview (hereafter known as the City) that it is willing to undertake the installation and operation of high quality solid waste, yard refuse, and recycling collection and disposal service under a non- exclusive franchise from The City;

WHEREAS, the City finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste, yard refuse, and recycling collection and disposal service;

WHEREAS, the City finds it in the public interest to retain regulatory authority over solid waste, yard refuse, and recycling collection and disposal, to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provision of this service;

WHEREAS, the City finds it in the public interest to retain control over the use of public rights of way by solid waste, yard refuse, and recycling collectors to ensure against interference with the public convenience, to promote esthetic considerations and to protect the public investment in right of way property;

WHEREAS, the City finds it in the public interest to attract high-quality solid waste, yard refuse, recycling collectors and that this can be accomplished by protecting capital investments of solid waste, yard refuse, and recycling collectors;

WHEREAS, the City finds it in the public interest to ensure that high quality solid waste, yard refuse, and recycling collections and disposal service is maintained through a responsive complaint handling procedure; and

WHEREAS, the City finds that the granting of a non-exclusive franchise is the best means of assuring that the above-described interests of the The City are promoted.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CRESTVIEW, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this ordinance is Chapters 180, 403, and 166.021 Florida Statutes; Section 1.01 , of the Revised City Charter, effective 10/1/2018

SECTION 2. DEFINITIONS.

For the purpose of this section the following terms, phrases, words, abbreviations and their derivations shall have the following meaning herein given. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. Words not defined shall be given their common and ordinary meaning, or for those so included the meaning found in section 1-2 of the City code.

Acceptable Waste shall mean solid waste, including garbage, rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid material resulting from domestic, commercial, industrial, recycling, resource recovery, agricultural and governmental operations. Acceptable waste also includes bulk waste, special waste (except those defined under unacceptable waste), and recyclable materials. Acceptable waste shall not include regulated waste, medical waste, biomedical waste, biological waste, infectious waste, and yard trash.

Approved Landfill means a place designated by classifications set forth in the Florida Statutes and designed and approved for dumping or disposal of garbage, refuse, rubbish and yard refuse.

Authorized representative means the City Clerk, Public Services Director, or as otherwise designated in writing by the Council to represent the county in the administration and supervision of the franchise agreement.

Biohazardous/Biomedical Waste means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts: laboratory and veterinary waste which contain human-disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which, in the opinion of the Department of Health and Rehabilitative Services, represent a significant risk of infection to persons outside the generating facility.

Biological Waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazardous waste, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

Bulk Waste shall mean any waste that requires additional management due to its bulk or weight, and shall include, household furniture, treated lumber, electronics, bicycles, push type lawn mowers with all oil and gas drained, automotive tires (including tires with rims; tires from commercial vehicles, heavy equipment, or industrial vehicles are prohibited; tires shall not exceed 25 inches in diameter and are limited to four per collection) and white goods. Bulk waste does not include any form of matter or debris resulting from tree removal, land clearing, land development or special waste as defined herein. With the exception of individual items of household furniture and white goods, such service is limited to two cubic yards per pickup.

Collection and Disposal means the process whereby solid waste, bulk waste, yard trash, or recyclable material is removed and transported to a designated facility.

Commercial Business Establishment means any establishment other than a residential dwelling, apartment complex, condominium complex, or trailer park and shall be and shall include, but not limited to, all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public.

Commercial Service means the service provided to business establishments, churches, schools, office buildings, hotels, condominiums (with four or more units)

and other establishments using either mechanical containers or mobile carts. Commercial service includes businesses that elect to use Roll-off Container Collection Services.

Construction and Demolition Debris means materials generally considered to not be water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction, reconstruction or destruction of a structure as part of a construction, reconstruction or demolition project or from the renovation or maintenance of a structure. The term includes rocks, soils, tree remains, trees, and other vegetative matter, which normally results from land clearing or land development operations for a construction project. Mixing of construction and demolition debris with other types of solid waste, including material that is not from the actual construction, reconstruction or destruction of a structure, will cause it to be classified as other than construction and demolition debris. The term also includes:

- (1) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (2) Except as provided in Section 403.707(9)(j), Florida Statutes, unpainted, nontreated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, nontreated wood pallets provided the wood scraps and pallets are separated from other solid waste were generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and
- (3) De minimis amounts of other non-hazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

Cover shall mean any device, equipment, container, close fitting tarpaulin, chain, rope, wire, or line used on vehicles to prevent any part of a vehicle load to shift, blow, leak, fall, or escape in any manner from the vehicle.

Council shall mean the City Council of the the City of Crestview, Florida, which is the governing body of the City.

Curbside means that portion of the street right-of-way paralleling any public thoroughfare between the curb-line and abutting property line. If ditching bisects the property and thoroughfare, the curbside then becomes the roadside of the ditch.

This designated location shall be as near as possible to the traveled streets or alleys. The intention of a curbside designation is to allow collection by the **Franchisee's** personnel in a rapid manner with walking or reaching requirements minimized. Re-Placement of receptacles shall not block Driveways or Mailboxes.

Curbside Residential Solid Waste Collection Service means the Solid Waste, as defined herein, collection services provided to persons occupying residential dwelling units within the designated franchise area, including residential dwelling units located in mobile home parks who receive collection services at curbside.

Curbside residential yard trash collection service means the yard trash collection services provided to persons occupying single-family dwelling units within the designated franchise area, including single-family dwelling units in mobile home parks who receive collection services at curbside.

Customer Billing means the billing for services provided to residential, commercial and industrial users of solid waste, recycling and yard refuse services, including landfill tipping fees.

Disposal means at a site or facility legally empowered to accept it for treatment or disposal and approved by the **City**. The **Franchisee** shall be responsible for all disposal and processing fees.

Dwelling unit shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

Dumpsters or Container means placement and servicing of Mechanical Color Containers (usually measured in cubic yards) or Mobile Carts, for commercial customers. Color containers must be separate and distinct from other containers used outside the corporate limits.

Fax Back Form means a method of communication between **The City** and **Franchisee** to stop or start services for residential or commercial customers.

Franchisee means the solid waste franchise holder or **Franchisee** duly awarded by the **City**.

Franchise Area means the specifically described geographic areas exclusively assigned to the **Franchisee** for the purpose of garbage, recycling and trash collection and hauling.

Franchise Fee means a six percent (6%) assessment levied on the Franchise Franchisee.

Garbage means every refuse accumulation of fruit or vegetable matter that attends the preparation, use, cooking and dealing in or storage of edibles, which is subject to decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, or any container of the material.

Garbage Receptacle/Mobile Cart means a color coded 96-gallon Mobile Cart supplied separate and distinct from others used inside the corporate limits by the **Franchisee** for garbage or garbage cans or plastic garbage bags furnished by the resident for yard waste.

Franchisee means _____

The City means the City a municipal corporation.

Handicapped Carryout Service shall be household solid waste or recycling service at the rear or side of residence for handicapped persons.

Hazardous Waste shall mean any solid waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 7901, et seq. as amended and the regulations promulgated thereunder; or,

(b) contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq. as amended and the regulations promulgated thereunder; or,

(c) contains a "reportable quantity" of one or more "Hazardous

Substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and the regulations promulgated thereunder or as defined under Florida Administrative Code, Section 17-7.020(24) and regulations promulgated thereunder; or,

(d) contains a radioactive material the storage or disposal of which is subject to state and federal regulation; or,

(e) contains paint in a liquid form.

Household Furniture means all movable, compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

Industrial Waste means any and all debris and waste products generated by manufacturing, food processing (except restaurants), land clearing, any commercial shrubbery or tree cuttings, building construction or alteration (except do-it-yourself projects) and public construction type projects whether performed by a government unit or by contract. Industrial Wastes are not included in the scope of this ***Ordinance***.

Infectious Waste means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

Items for Special Pickup mean pickups of large items such as trees, sod and lumber, discarded automobiles or other items not defined in this Franchise as either garbage or trash and shall be considered as request for special pickup services and such special services shall not be subject to the fees and charges set out in this Franchise, but may be agreed upon by the person requesting such service and the **Franchisee**.

Landfill Tipping Fees means those fees levied by Okaloosa County or other authorized sources providing State approved disposal sites.

Loose Refuse means any refuse, either garbage, household trash or yard waste stored in and collected from any type of container other than a mechanical

container or garbage receptacle as described in this section. Refuse that is collected from the ground is considered loose refuse.

Off-Site means any location that is not on the property where the waste is generated.

Out-of-The City means any geographical areas located outside the corporate limits.

Recycling means the collection and processing of recyclable material (described herein) generated by residential customers. Items for recycling may be deleted or added upon an ***Ordinance*** amendment between the **City** and **Franchisee**. One recycling bin will be furnished to each residential unit by **Franchisee**.

Recycling Bin means a container of at least 18-gallon or 96-gallon capacity container which is a type approved by the City for recyclable material collection.

Recyclable materials means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Recyclable materials shall include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, polycoated cartons, and other solid waste materials added upon agreement between the City and the Franchisee, when such materials have been either diverted from the remaining solid waste stream or removed prior to their entry into the remaining solid waste stream.

Residential recyclable material collection service means the recyclable materials collection services provided to persons occupying single-family dwelling units, including single-family dwelling units located in mobile home parks who receive collection services at curbside, and multi-family dwelling units within the designated franchise area.

Refuse means Garbage, Rubbish and Trash or a combination or mixture of Garbage, Rubbish and Trash.

Rubbish means refuse accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweeping, and all other accumulations of nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other business places, also any bottles, cans or other containers which,

due to their ability to retain water, may serve as breeding places for mosquitoes or other water breeding insects.

Single-family dwelling unit means a dwelling for housing one (1) family. Apartment house means a building with more than two (2) residential units. Duplex apartment shall mean a two (2) residential unit building. Hotel, motel, store, place of business means the usual terms ascribed to such. Trailer court or mobile home court means any person within the City renting spaces to trailers, mobile or modular homes. Mobile Home Subdivision means a subdivision dedicated to the placement of mobile or manufactured homes within the City.

Solid Waste means garbage, rubbish, refuse, trash or other similar discarded material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. It excludes yard trash, bulk waste, recyclable materials and special waste.

Special Waste mean solid wastes that can require special handling and management, which are not accepted at a landfill or other disposal facility or which are accepted at a landfill or other disposal facility at higher rates than is charged for refuse, including, but not limited to, asbestos, tires, used motor oils, lead-acid batteries, contaminated soils and biohazardous wastes.

Storage shall mean the interim containment of garbage, refuse and rubbish in an approved manner, after generation and prior to proper and final disposal.

Tree Trimmings are the residue from trimming limbs from shrubs and trees, tree trunks, stumps and bark which shall not exceed six (6) feet in length and four (4) inches in diameter. Trimmings that exceed these requirements are addressed later in the RFP

Trash means all waste material not of a putrescible nature, newspapers, magazines, yard trimmings, cardboard boxes, clothing and similar discarded personal and household items or other similar waste items. Special Waste and waste generated by building contractors or sub-contractors are not household trash.

Unacceptable waste shall mean wastes that are not accepted for class 1 disposal. These materials include infectious waste and hazardous wastes as defined above, those wastes excluded from the definition of acceptable wastes, and materials exhibiting the following characteristics:

- (1) Hazardous placards or markings;
- (2) Liquids

- (3) Powders or dusts
- (4) Drums or commercial size containers
- (5) Chemical orders

Other unacceptable materials include:

- (1) Asbestos containing wastes
- (2) Ash
- (3) Fluorescent light bulbs
- (4) Whole tires
- (5) Liquid Wastes
- (6) Paint

White Goods means discarded washers, dryers, refrigerators, ranges, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

Yard Trash means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (which shall not exceed six (6) feet in length and four (4) inches in diameter), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the routine care of lawns and yards, except large branches, trees, or bulky non-containerized material not susceptible to normal loading and collection in loader packer type sanitation equipment used for regular collections from domestic households. Yard Trash that exceed these requirements are addressed later in the RFP Yard Trash does not include any form or matter or debris resulting from storms, tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons, landscapers or lawn maintenance services.

SECTION 3. GRANT OF NON-EXCLUSIVE FRANCHISE.

Franchisee is hereby granted a non-exclusive franchise, including every right and privilege appertaining thereto, to operate and maintain a solid waste, collection, removal, and disposition, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this franchise for the purpose of collecting, removing, disposing of the solid waste generated by the citizens, residents, inhabitants, business enterprises and other entities therein, and is hereby granted title to all of such solid waste generated within said

boundaries, insofar as the The City can establish its legal right to make such grant of title.

SECTION 4. LIMITS OF THE NON-EXCLUSIVE FRANCHISE.

This non-exclusive franchise covers all the geographical areas within the City, Florida depicted on the official land use map adopted by the City on September 5, 2018 to include all changes in boundaries up to and including Ordinance Number 1600. Franchisee agrees that the limits of the franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Franchisee has no vested right in a specific area.

SECTION 5. TERM.

The non-exclusive franchise shall be granted for a period of 4.75 years, commencing January 1, 2019 and ending at midnight on September 30, 2023, unless terminated by reason of a breach of the terms hereof by the Franchisee which result in the failure of the Franchisee to provide effective and efficient service. In the event of a dispute between the parties as to a breach of the terms hereof, the questions and issue will be submitted to arbitration as provided in Section 16, Arbitration. This non-exclusive franchise may be automatically renewed by the City for up to a five (5) year period, under the same terms, conditions, and limitations imposed hereby, unless franchisee shall give notice to the City of an intent to cancel or renegotiate. Such notice shall be in writing, and delivered by the United States Mail, return-receipt-requested and posted no later than 90 days and no sooner than 180 days before the termination date of this non-exclusive franchise. Said notice shall be deemed given upon receipt. Notice may also be delivered by hand and if so delivered, a receipt therefore signed by an authorized agent of the City, and shall be evidence of delivery.

SECTION 6. FRANCHISE CONSIDERATION.

Franchisee shall pay to the City the sum of 6 % of the collected rate charges as a franchise fee for The City collecting the rate charges from customer as provided herein. The City shall retain the fee from monthly receivables before paying the collected rate charges to The City.

SECTION 7. ASSIGNMENT.

The non-exclusive franchise rights herein granted to the Franchisee shall not be assigned by Franchisee except with the express approval of the City, which approval shall not be unreasonably withheld, but which shall be reflected by an ordinance amendment. In the event of such assignment, Franchisee shall cause its assignee to execute an Agreement of Acceptance, subject to the approval of the City, evidencing that such assignee accepts the assignment subject to any and all of the terms, conditions and limitations imposed hereby, and which acceptance shall include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed upon Franchisee in contemplation hereof. Notwithstanding the City's approval of such as assignment and assignees' acceptance, Franchisee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Franchisee.

A transfer of more than twenty five percent (25%) or more of the issued or outstanding stock of Franchisee shall constitute an assignment for the purposes of this Section. Likewise, any transfer of the voting rights attendant to twenty five percent (25%) or more of the issued or outstanding stock of Franchisee shall constitute an assignment for the purposes hereof.

SECTION 8. BANKRUPTCY OR INSOLVENCY.

If the Franchisee becomes insolvent and if the Franchisee files a petition of voluntary or involuntary bankruptcy, this non-exclusive franchise shall terminate no later than the date of filing of the bankruptcy petition.

SECTION 9. DEFAULT.

A. The failure on the part of Franchisee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until The City has served upon the Franchisee written notice of default which notice shall set forth the nature and extent thereof. Franchisee shall have thirty (30) days following the notice of default to correct the same. If Franchisee protests the reasonableness or propriety of The City's declaration, said protest shall be served upon the City in writing within ten (10) days following receipt by the Franchisee of the City's notice.

B. If the City and the Franchisee cannot agree as to the reasonableness or propriety of the City's declaration of default, then the issue shall be promptly submitted to arbitration as provided in Section 16, "Arbitration" of this ordinance.

SECTION 10. FIXED RATES.

The rates set forth in this ordinance are fixed rates for the entire 4.75 year term of this franchise and there shall be no increase in rates for any reason during the term of this franchise.

SECTION 11. RESTORATION.

The Franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties herein in as good or better condition as it was before being damaged or altered.

SECTION 12. COMPLIANCE WITH LAWS AND ORDINANCES.

Franchisee shall conduct operations under this ordinance in compliance with all applicable laws. Further, Franchisee agrees to abide by all the rules and regulations and ordinances which the City has enacted or might enact in the future, and further agrees to abide by any established policy which the City or its duly authorized representative has established or will establish provided, however, it is not intended hereby that The City shall have the right of unilaterally modifying the terms of this franchise other than as herein provided and as is required by the execution of the City's police powers. It is also expressly recognized that the authority of the City is subject to preemption by the State of Florida by and through the Florida Public Service Commission and by the United States Government.

SECTION 13. INSURANCE, LIABILITY AND INDEMNIFICATION.

A. Franchisee shall carry forms and amounts of insurance set forth below in carrying out the work called for in this non-exclusive franchise; such insurance expressly to cover both the City and the Franchisee. A certificate showing that the Franchisee has in force and effect these forms of insurance shall be filed with the City within ten (10) days from the acceptance of this non-exclusive franchise, and yearly thereafter at least thirty (30) days prior to the date of the expiration of said policies of insurance for each year of said non-exclusive franchise. The aforesaid insurance shall be of such form and written by such companies as are approved by the City and also shall contain an endorsement obligating the insurance company to furnish the City thirty (30) days notice in advance of the cancellation of the

insurance. Said policies of insurance shall name The City as additional insured.
Categories of insurance:

1. Worker's Compensation (including coverage for occupational, employee and all claims disease) containing an agreement by the insurance company to waive subrogation against the City, its employees or its agents. Employer's liability coverage shall be included for a limit of not less than \$100,000 per accident; not less than \$100,000 per employee disease; and not less than \$500,000 for all claims disease.

2. Comprehensive General Liability Insurance with limits of not less than \$1,000,000 for bodily injury or death for any person in any single occurrence, and not less than \$2,000,000 in the aggregate where two (2) or more persons receive bodily injury or death arising out of a single occurrence, and not less than \$100,000 for damages to, or loss of, properties arising out of any single occurrence or fire damage limit of \$50,000 for any one (1) fire.

3. Comprehensive Automobile Liability Insurance covering owned, non-owned and hired vehicles with a limit of not less than \$1,000,000 for bodily injury or death for any person in any single occurrence and not less than \$2,000,000 in the aggregate where two (2) or more persons receive bodily injury or death arising out of a single occurrence and not less than \$100,000 for damages to, or loss of, properties arising out of any single occurrence.

4. Umbrella of Excess Liability policy providing not less than \$500,000 combined single limits in excess of the Employer's Liability, Comprehensive General Liability and Comprehensive Automobile Liability limits specified herein.

5. Additional Insurance may be authorized provided the franchisee understands that this section shall preclude it from obtaining such other additional insurance coverage(s) including, but not limited to, business interruptions and at its own cost or to self-insure for such of the above coverages or portions thereof as it deems reasonable, with the prior written consent of the City, which consent shall not be unreasonably withheld.

6. Certificates of Insurance shall be furnished to the City prior to commencement of the operation of the franchise. The appropriate Certificates of Insurance certifying coverage under each of the mandatory and optional categories set forth in paragraph (a) through (e) above shall insure that each certificate has the following special provision annotated on the face: "THE POLICY OF INSURANCE REFLECTED BY THIS CERTIFICATE SHALL NOT BE CANCELLED OR

MATERIALLY CHANGED WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE CRESTVIEW THE CITY COUNCIL." In the event that the City deems it necessary for franchisee to obtain insurance coverage(s) other than those set forth in paragraphs (a) through (d) above, including increased coverage and limits, said additional insurance coverage(s) shall be obtained and maintained at the sole expense of the City.

B. Indemnification.

1. The City shall not be liable or legally responsible for any accident or damage that may occur in the construction, operation or maintenance by Franchisee of its facilities and equipment hereunder, and the acceptance of this Ordinance shall signify the agreement of Franchisee to indemnify The City, the City Council, and the City's officers and employees, and hold them harmless against any and all liability, loss, cost, damage or expense, that may accrue to the City by reason of the neglect, default, or misconduct of Franchisee in the construction, operation or maintenance of its facilities and equipment hereunder, or the actions of Franchisee's officers, directors, agents or employees which result from a breach of duty or any active negligence.

2. The Franchisee shall pay and by its acceptance of the franchise specifically agrees that it will pay all expenses incurred by The City, the City Council, and its officers or employees in defending itself with regard to all damages and penalties mentioned in Subsection 1 above. These expenses shall include all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the City's legal staff and any officers or employees of the City and its agents.

3. The Franchisee shall immediately advise the City Clerk, by registered mail, of any litigation or claim that might affect the adequacy of the insurance.

4. Neither the provisions of this section nor any damages recovered by the City hereunder shall be construed to limit the liability of the Franchisee under any franchise issued hereunder.

5. The parties acknowledge that the City is an entity entitled to the privilege of sovereign immunity pursuant to Section 768, Florida Statutes, except to the extent it has been waived, which is not hereby intended.

SECTION 14. PERFORMANCE BOND.

Franchisee shall furnish to the City a performance bond, in a form approved by The City, for the faithful performance of this agreement and all its obligations arising hereunder in the amount of \$2,000,000 dollars. Said bond shall be executed by a surety company approved by The City and licensed to do business in Florida.

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the City at any time to require performance by the Franchisee of any provision hereof shall not affect the right of the City thereafter to enforce same; nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The City shall have the right to terminate this non-exclusive franchise agreement if Franchisee fails to correct violations of this agreement after a period of thirty (30) days upon being notified by the City of such alleged violations. Notice of all alleged violations shall be delivered by certified mail, return receipt requested, to the office of the Franchisee.

SECTION 16. ARBITRATION.

If any arbitral controversy shall arise between the parties, it shall be arbitrated in the following manner: After the dispute has arisen either party shall serve written demand for arbitration upon the other party. Within ten (10) days after the service of such notice, each party shall select one (1) arbitrator. Within five (5) days thereafter the two arbitrators shall select a third arbitrator and within ten (10) days thereafter, the three arbitrators will hear the dispute and render a decision unless a majority of the arbitrators agree that additional time is needed. The decision of the arbitrators shall be binding on the parties. Each party will pay the fees and expenses of its arbitrator, and the two arbitrators selected by the parties will agree on the fees and expenses of the third arbitrator together with the agreed upon cost of the arbitration, all of which shall be paid one-half by each party. The decision of the arbitrators will be binding on the parties and may be enforced as provided for by the Florida Law.

SECTION 17. OPERATIONS DURING DISPUTE.

In the event that a dispute arises between the City and the Franchisee, or any other interested party in any way relating to this contract, performance or compensation hereunder, the Franchisee shall continue to render service in full compliance with all terms and conditions of this contract regardless of the nature of the dispute.

Franchisee expressly recognizes the paramount right and duty of The City to provide adequate solid waste, collection, and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this franchise, that in the event of a dispute, said Franchisee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment on the matter in dispute, or arbitrate arbitral disputes, or present the matter to a court of competent jurisdiction in an appropriate suit instituted by Franchisee.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Franchisee fails to collect materials herein specified for a period in excess of five (5) consecutive scheduled working days or fails to operate the system in a satisfactory manner, for a similar period, the The City may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other cause beyond the Franchisee's control):

1. At its option, after written notice to the Franchisee as provided hereinafter, take over and operate any or all of the Franchisee's equipment used in the performance of this non-exclusive franchise.

2. Use and operate same itself until such matter is resolved and the Franchisee is again able to carry out its operation under this non-exclusive franchise. Any and all operating expenses incurred by the City in so doing may be charged to the Franchisee.

B. During such period, the liability of the City to the Franchisee for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Franchisee to third parties shall continue and all claims or demands arising out of the operation of the collection service shall be directed solely to the Franchisee and The City shall be treated as an agent of Franchisee for purposes of determining liability.

C. The provisions of Section 16, "Arbitration" shall be invoked by the City immediately upon its assuming control of the system under this Section.

SECTION 19. TIME AND MANNER OF COLLECTION

(A) Curbside residential solid/yard/bulk waste collection service.

1. Frequency of Waste Collection. Franchisee shall pick up from curbside adjacent to each residence on the regularly scheduled day all garbage and residential wastes at least twice a week and yard trash, and/or rubbish or white goods at least once a week. Pickups shall not be reduced by holidays, but pickups normally scheduled to be made on a holiday may be rescheduled upon approval by the City after at least five (5) days prior notification to the affected residence by publication or other means approved by The City. Said publication shall be at the expense of the Franchisee.

2.. Quantity. Franchisee shall be required to pick up all garbage of volume not in excess of the capacity of a ninety-six (96) gallon mobile cart generated by a residential premise, provided same is placed in the mobile cart. **Franchisee will be required to pick up Plastic Trash bags that are located on or near the mobile cart on the regular Pick up day.** Franchisee shall also be required to pick up yard trash and/or rubbish or white goods, and recycling from the curbside in an amount not exceeding two (2) cubic yard per week, which shall be deemed to be equal to ten (10) standard 35 gallon cans or twelve (12) 30 gallon plastic bags and/or recycle bags or a pile of limbs 4 feet X 4 feet X 6 feet allowing for non-compaction or up to 14 empty cardboard boxes not broken down or up to 30 cardboard boxes broken down or up to eight hopper loads of unbundled refuse.

3 Waste Collection.

a. Franchisee shall make collections with a minimum of noise and disturbance. Garbage containers shall be handled carefully by the Franchisee and shall be thoroughly emptied and left where they were found standing upright and with covers placed adjacent to the waste container at the curbside, or replaced on the container. Waste may be transferred from the householder's containers into tubs, cans, hampers or other containers used by the Franchisee in carrying waste to collection trucks. This work shall be done in a sanitary manner. Any waste spilled by the Franchisee shall be picked up and removed by Franchisee.

b. Franchisee shall not be required to collect the following materials:

- a. Materials which have not been prepared for collection in accordance with Crestview The City Code.
- b. Materials resulting from remodeling, repair, excavation or construction of buildings or structures, such as earth, plaster, mortar, roofing materials, etc.; commonly referred to as "C&D waste".
- c. Solid waste resulting from industrial processes.
- d. Tree stumps, trunks and limbs larger than four (4) inches in diameter or six (6) feet in length.
- e. Refuse created by any private contractor.
- f. Animal waste, dead animals or tires.

4 Special Services. Unusual or special service residential needs such as back door collection, below-ground collection, removal of any refuse other than residential waste as defined herein, or additional pickups shall be provided for a separate fee upon terms agreed to by Franchisee and customer. Charges for special services shall not be unreasonable or excessive.

5 Containers, Types and Sizes.

(1)Garbage. Garbage, including diminuous amounts of yard trash, shall be placed for collection separately from yard trash, rubbish and/or white goods, only if required by law, and shall be placed in ninety-six (96) gallon mobile carts to be provided by the Franchisee. **Garbage not able to be contained in the 96 gallon mobile cart will be picked up by Franchisee if contained in sealed plastic bags located adjacent to the Mobile cart and placed there on the regular collection day.**

(2)Yard Trash. Yard trash, rubbish and/or white goods excluding leaves which shall be bagged, may be placed on curbside for collection. **Yard trash that exceeds the previous guidelines for size will be handled in a separate manner.**

(3)Location of Residential Waste for Collection. All persons receiving residential service pursuant to agreements, contracts and/or franchises shall be required to place contractor-provided ninety-six (96) gallon mobile carts at curbside for collection. Yard waste, rubbish and/or white goods shall continue to be collected in the location utilized by the prior agreements, contacts and/or franchises, unless otherwise agreed upon by the residential customer and the Franchisee. There shall be no special service charges for continuing to collect yard waste, rubbish and/or white goods from these locations. All residential structures not occupied or

existing on the effective date of this Ordinance, or one (1) week prior, shall place all items for collection at curbside, as defined herein. All receptacles shall be secured from disturbance by animals, wind and other factors which may tend to scatter the contents.

F. Removal of Improper Receptacles. Any container used for the collection or storage of residential waste which fails to meet the standards prescribed by Ordinance of the City shall be clearly marked by the Franchisee, specifying the manner in which the container fails to meet these requirements. Any container which fails to meet these requirements and is so marked shall be removed from service by the person furnishing it. Upon failure of the person furnishing the container to remove it from service after written notice by the Franchisee, the Franchisee shall remove the container from service and destroy it.

6 Customer Restrictions.

(1) Franchisee shall not be required to collect residential waste receptacles containing garbage or refuse not generated in the residence served.

(2) Franchisee shall have the right to terminate service to any customer violating any provision of this section.

(B) Multi-family residential solid waste collection service

1) Frequency of collection. The franchisee shall collect solid waste from multi-family dwelling units within the franchise area at least one time per week, unless otherwise approved by the authorized representative.

2) Accumulation of multi-family solid waste. The franchisee shall provide containers for the accumulation of multi-family dwelling units solid waste within those developments/complexes of five or more units where such service is possible from an operational and safety standpoint. The number and size of containers shall be mutually agreed upon by the customer and the franchisee. The customer may periodically, but not to exceed once per month, alter the container number, size or frequency of collection based on need. Where mutual agreement is not reached, the

authorized representative shall determine the appropriate number and size of containers. Where it is not possible or practical to use containers, the franchisee shall provide carts for multi-family residential solid waste collection service.

3) Point of pickup of containerized residential solid waste.

Multi-family residential collection service customers shall accumulate solid waste at locations that are mutually agreed upon by the customer and the franchisee and which are convenient for collection by the franchisee. Where mutual agreement is not reached, the authorized representative shall designate the location. In no case shall containers be placed in a location different than designated on approved site development site plans, or in an area that would create a safety hazard.

(C) Residential recyclable material collection service.

(1) Frequency of collection for single-family dwelling units.

franchisee shall collect recyclable materials from single-family dwelling units within the franchise area one time per week. To the extent possible, collection of recyclable materials will be the same day of the week as solid waste collection.

(2) Point of pickup of recyclable material for single-family dwelling units. Collection of recyclable material shall be at curbside or other such locations as will provide ready accessibility to the franchisee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the authorized representative shall designate the location. The franchisee shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Existing qualified handicapped customers shall continue to receive this service. Future application for such handicap services shall be made by the customer providing to the franchisee, on a form approved by the City, proof of handicap status as required by FL Statutes Title XXIII, Motor Vehicles Section 320.084 (1)(b), or as otherwise approved by the franchisee, and certifying that no able-bodied person resides in the household.

(3) Frequency of collection for multi-family dwelling units. The franchisee shall collect recyclable materials from multi-family dwelling

units on a subscription basis at a frequency agreed upon by the customer and the franchisee. Where mutual agreement is not reached, the authorized representative shall determine the frequency.

(4) Accumulation of multi-family recyclable materials. The franchisee shall provide a sufficient number and size of containers for the accumulation of multi-family dwelling units' recyclable materials upon request by the customer. The number and size of containers shall be mutually agreed upon by the customer and the franchisee. Where mutual agreement is not reached, the authorized representative shall determine the appropriate number and size of containers.

5) Point of pickup of recyclable materials for multi-family dwelling units. Multi-family customers shall accumulate recyclable materials at locations that are mutually agreed upon by the customer and the franchisee and which are convenient for collection by the franchisee. Where mutual agreement is not reached, the authorized representative shall designate the location. In no case shall containers be placed in a location different than that designated on approved site development plans, or in an area that would create a safety hazard□

(6) Preparation of recyclable material for collection. The franchisee shall pick up all recyclable materials generated from single-family and multi-family dwelling units which have been properly prepared and stored for collection as follows:

a. Residents are responsible for separating recyclable materials from all other solid wastes, yard trash and bulk wastes. Recyclable materials to be collected by the franchisee include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SP I codes 1-7, glass bottles and jars, tin and ferrous cans, and polycoated cartons. The City may add additional material types for collection, with the approval of the franchisee. **No non-recyclable item should be placed in approved recycle bins. Use of the recycle bins for garbage, trash, or yard waste could result in fines or removal of the recycle bins.**

b. Recyclable materials shall be placed in recycling bins. Method of collection. Recycling bins shall be handled carefully by the franchisee, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. **18 Gallon** Recycling bins shall be inverted after collection. **96 Gallon Recycling bins shall be placed in a manner consistent with Regular mobile bins**

(5) Processing of recyclable materials. The franchisee is responsible for processing and marketing of recyclable materials collected pursuant to this agreement.

(6) Public awareness program. The franchisee and the City shall continue to jointly implement a promotional and public education program to inform and encourage residents to use the recycling collection services pursuant to the franchise agreement. The City's authorized representative shall monitor the implementation of these activities. All promotional materials, including printed literature, are subject to the approval of the City's authorized representative.

SECTION 20. COMPREHENSIVE PLAN REQUIREMENTS.

Franchisee shall support and implement the goals, objectives and policies emanating from the Comprehensive Plan under auspices of the Florida Growth Management Act. Chief among those requirements are the established levels of service and concurrency management standards pertaining to solid waste and yard refuse collection practices employed by The City. Implementation of updated or revised standards and costs thereto shall be borne by the Franchisee without an increase in rates to Crestview consumers. Further, Franchisee shall provide a company representative to attend meetings of the Technical Review Committee on an annual basis in order to evaluate and make recommendations to the The City Council as required. Finally, Franchisee acknowledges and understands that changes may occur as a result of legislative action enacted by the Florida Legislature over which the The City has no control. Those changes are considered mandatory and shall be implemented notwithstanding the provisions of this franchise.

SECTION 21. CUSTOMER BILLING AND COLLECTION.

The City shall be responsible for the monthly billing and collection of charges levied under this franchise in exchange for the Special Services provided by Franchisee in Section 31C. hereof and payment of the franchise fee.

A. The City shall remit monthly collections of rates to Franchisee based on actual fees collected less the 6% franchise fee. The City shall assume no responsibility or liability for non-payment of rates or late charges levied by Franchisee.

B. Franchisee shall not arbitrate any matter between The City and a user of these services whereby a complaint is generated as a result of any billing amount or other differences.

SECTION 22. FRANCHISEE OFFICE HOURS.

The Franchisee shall have an office in Crestview during the term of this agreement. The Franchisee's office of operation in Crestview shall remain open Monday through Friday from 7:00 a.m. to 5:30 p.m. and on Saturday between 7:00 a.m. and 12:00 p.m. for the purpose of handling complaints; and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. Consumer complaints are not part of the The City's function unless provisions of this franchise are violated by Franchisee. These office maintenance requirements do not apply on legal holidays.

SECTION 24. COLLECTION EQUIPMENT.

The Franchisee shall have on hand at all times sufficient equipment in good working order to permit Franchisee, to perform its duties hereunder fully, adequately, and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary, neat in appearance and in good repair at all times. The Franchisee shall at all times have available to it, reserve equipment which can be put into service and operation within two (2) hours of any breakdown. Such reserve equipment shall substantially correspond, in size and capability, to the equipment normally used by the Franchisee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The The City reserves the right to approve or

disapprove sites, taking into account all governmental regulations, routes within the franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Franchisee shall periodically provide the City with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, Franchisee shall notify each customer affected by either direct mail or door hangers which the City shall approve for such purpose. Franchisee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on a least two (2) occasions, the latter being at least one (1) week prior to the change. All such changes in routes or schedules will also be immediately communicated to the City when determined by the Franchisee.

SECTION 26. FRANCHISEE PERSONNEL.

A. Franchisee shall assign a qualified and trained person to be in charge and manage operations under this non-exclusive franchise and shall give the name and qualifications of said person to The City.

B. The City has the right to require that Franchisee's collection employees wear clean uniforms bearing Franchisee's company name.

C. Each person employed to operate a vehicle shall, at all times, carry a valid Florida driving license for the type of vehicle being driven.

D. The Franchisee shall provide operating, safety and risk training for all personnel.

SECTION 27. SPILLAGE AND LITTER.

The Franchisee shall not litter premises in the process of making collections. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Franchisee, the Franchisee shall promptly clean up the litter.

SECTION 28. STORMS AND OTHER EMERGENCIES.

In case of an unusually severe storm or disruption caused by other severe emergencies not caused by Franchisee, The City may grant Franchisee reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Franchisee shall inform the City of the estimated time required before regular schedules and routes can be resumed and, upon request of The City, Franchisee shall provide notice to residential premises in the service area. In event of a storm or emergency requiring mass cleanup operations, Franchisee shall, upon direction of The City, participate in said cleanup to the extent directed, by the City. Franchisee shall be compensated after any service period provided by FEMA or other federal or state agencies (usually 90 days) by the City in the amount of actual documented costs, plus those costs set forth in the Disaster Roll-off Price List depicted herein below and shall be excused from conducting regular services if approved by The City. Any expenses incurred or revenue received under this provision shall not be included or considered in rate base calculations.

DISASTER ROLL-OFF PRICE LIST

<u>SIZE</u> <u>DAY</u>	<u>DELIVERY CHARGE</u> <u>PULL CHARGE</u>		<u>RENTAL PER</u>
20 CU YD	N/C	N/C	\$
30 CU YD	N/C	N/C	\$
40 CU YD	N/C	N/C	\$

SECTION 29. NONDISCRIMINATION PROVISION.

The Franchisee agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Franchisee and the provision of services. The Franchisee agrees that on written request, it will permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records by The City for the purposes of investigation to ascertain compliance with the non-discrimination provisions of this non-exclusive franchise, provided, however, that Franchisee shall not be required to produce for inspection any records covering any period of time more than two (2) years prior to the date of this non-exclusive franchise.

SECTION 30. SCOPE OF SERVICES.

A. Residential Solid Waste Collection Services

(1). **Frequency of Collection:** The **Franchisee** shall collect refuse from residential dwelling units within the franchise area two (2) times per week (at least two days apart), yard waste, bulk waste and recycling one (1) time per week on a schedule approved by the **City** (such approval may not be unreasonably withheld).

(2)**Hours of Collection:** Collection shall begin no earlier than 6:00 o'clock a.m., and shall cease no later than 7:00 o'clock p.m. Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the **Franchisee** has received prior approval from the **City** to be later evidenced by a written memorandum confirming the approval. Should the **Franchisee** not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the **Franchisee** had not obtained such approval. No collection shall occur on Sundays or holidays except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the **Franchisee**. Extra pickups may be requested by customers at additional cost and those shall be billed by the **Franchisee**.

(3)**Point of Pickup:** Collection of Refuse shall be at Curbside. In the event an appropriate location cannot be agreed upon, the **City** shall determine the location. Special need customers will be serviced at an agreed to location after approval by the **Franchisee**.

(4)**Receptacles:** The **Franchisee** shall provide an 18-gallon or a 96 gallon Recycling bin for recyclables and a 96-gallon Mobile Cart for Refuse to each residential dwelling unit located within the City limits. The **Franchisee** shall be required to pick up all Refuse generated from residential dwellings which has been placed in a Mobile Cart and all acceptable Recyclables placed in a Recycling bin and placed at Point of Pickup (Curbside) or at such other single collection point as may be agreed upon by the **Franchisee** and the customer. The **Franchisee** shall collect no more than what is placed inside the Mobile Cart on any one service day from a single residence. **Franchisee** shall not be required to collect residential waste not generated in the residence served. During high volume periods such as Christmas, arrangements to collect non-containerized materials will be made as agreed upon by the **Franchisee** and the **City**. The “fax back” system utilized between the **City** and **Franchisee** requesting a change of service or levels of service

shall include confirmation of action taken to include address, date and customer name and other data required for the transaction. A weekly fax detailing all carts that have been delivered on a daily basis per The City's request. Once fax is received a cart will be delivered within two weeks.

(5)**Method of Collection:** The **Franchisee** shall make collections with a minimum of noise and disturbance to the householder. Any garbage or trash spilled by the **Franchisee** shall be picked up immediately by the **Franchisee**. Receptacles shall be handled carefully by the **Franchisee**, shall not be bent or otherwise abused, and shall be thoroughly emptied and left at the proper point of collection.

(6)**Handicapped Carryout Service:** Upon approval by the **City**, refuse collection services shall be provided by **Franchisee** at the rear or side of the residence for qualified handicapped persons. Customer application for such services shall be made and approved by the **City** and not unreasonably withheld.

(7)**Non-Collectable Items:** The **Franchisee** shall be responsible for the collection of loose refuse, loose yard waste at no additional costs.

B. Commercial Solid Waste Collection Services:

(1)**Frequency of Collection:** The **Franchisee** shall collect refuse from Commercial Business Establishments within the City a minimum of two (2) times per week and a maximum of six (6) times per week. Collection frequencies and number of Mechanical Containers or Mobile Carts shall be mutually agreed to by the **Franchisee** and **The City**.

(2)**Hours of Collection:** Collection shall begin no earlier than 4:00 o'clock a.m. commercial, and 6:00 o'clock a.m. in Residential neighborhoods and shall cease no later than 7:00 o'clock p.m., Monday through Saturday. In the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the **Franchisee** has received prior approval from the **City** to be later evidenced by a written memorandum confirming the approval. Should the **Franchisee** not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the **Franchisee** had not obtained such approval. No collection shall occur on Sundays or holidays except in a time of emergency, or to maintain a regular schedule due to holidays recognized by the **Franchisee**. Extra pickups may be requested by customers at additional cost that shall be billed by the **City**.

(3)**Point of Pickup:** Collection of refuse shall be at a location mutually agreed upon by the **Franchisee** and each individual commercial business establishment. In the event an appropriate location cannot be agreed upon, the **City** shall determine the location.

(4)**Receptacles:** The **Franchisee** shall provide Mechanical Containers or Mobile Carts to each commercial business establishment. The **Franchisee** and each individual commercial business establishments shall mutually agree upon the quantity and/or size and level of service of the receptacles so as to contain all refuse generated. In the event an appropriate size and level of service cannot be agreed upon, the **City** shall determine the size and level of service.

(5)**Method of Collection:** The **Franchisee** will furnish each commercial account with Mechanical Containers or Mobile Carts. The **Franchisee** shall make collections with a minimum of noise and disturbance to the customer. Any refuse spilled by the Franchisee shall be picked up immediately by the **Franchisee**. Loose refuse will be picked up.

SECTION 31. RATES AND CHARGES.

A. The following residential rate structure is established for solid waste collection and disposal which includes garbage and yard refuse collection and disposal service for a five (5) year and (9) nine month period to be effective with the effective date of this ordinance. These rates and charges include all fees associated with collection and disposal to include landfill tipping fees and any processing fees.

RESIDENTIAL SOLID WASTE/YARD REFUSE SERVICE

<i>Rates for 2X per week serviced with 96 gallon cart and selected Recycle bin.</i>	<i>Monthly</i>
Single Family Residential Rate with Recycling (<u>18 Gallon Bin</u>)	
<u>Single Family Residential Rate with Recycling (96 Gallon Bin)</u>	
<u>Rates for excess or oversized yard waste pick, Scheduling is required.</u>	

Prices for excess yard waste pickup will be determined by the City and the Franchisee. Scheduling will be determined by same. The Franchisee is responsible for contacting the City for pickup of any excess or oversized yard waste that cannot be picked up by franchisee.

Note: No charge is assessed for residential indigent carryout service provided the resident lives alone and meets eligibility criteria established by the City.

B. The following categories of commercial solid waste service, rate structure and frequency of pickup thereto are established for a five (5) year and (9) month period. These rates and charges include all fees associated with collection and disposal to include landfill tipping fees and any processing fees.

COMMERCIAL NON-DUMPSTER SERVICE

<i>Rates for 2X per week serviced with 96 gallon cart.</i>	<i>Monthly</i>
Commercial Business Establishment Rate	

COMMERCIAL - DUMPSTER SERVICE

FREQUENCY OF PICKUP

Container Size	2 X Week	3 X Week	4 X Week	5 X Week	6 X Week
2					
4					
6					
8					

Rate Per Container Yard is \$25.00 for additional service (extra lifts).

C. Franchisee is to provide necessary service to all of The City's facilities at no charge to the City, e.g. The City Hall complex (1each 6YD 2X WK), Council on Aging (1each 6YD 2X WK), Bob Sikes Library (1each 6YD 2X WK), Public Services complex (1 each 8YD 2X WK for Public Services Building and 1 each

8YD 2X WK for Animal Control facility), wastewater treatment plant (1each 4YD 2X WK and 1each 6YD 2X WK), Twin Hills Park (2 each 6YD 2X WK), Spanish Trail Park (1each 8YD 2X WK), Durell Lee Park (1each 6YD 2X WK), Crestview Community Center (1 each 6 YD 2X WK), Fire Station 2 (1 each 6YD 2X WK), Fire Station 3 (1 each 6YD 2X WK) and Spring Clean Up one time a year for a period of nine days to include a total of ten (10) 30 yard roll offs to be pulled on an as need basis. Five (5) of the ten (10) 30 yard roll offs to be placed at Spanish Trail Park and five (5) at another location to be determined. The 30 yard roll offs utilized during the Spring Clean Up shall be utilized to collect trash in four (4) at each site and white goods in one (1) at each site.

SECTION 32. ACCOUNTING; AUDIT.

Franchisee shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to the franchise rights herein granted. Said books and records shall reflect, in addition to information normally reflected pursuant to standard accounting procedures, the name and service address of each residential and commercial customer, dates of commencement and termination of service, the service charge and any changes thereto, the billings and billing dates and the receipt of revenues. For the purpose hereof, "gross revenue" shall mean and include any and all fees, without reduction, received by Franchisee under and pursuant to the non-exclusive franchise rights herein granted.

The City may cause a semi-annual audit to be made of the books and records of Franchisee in order to determine whether or not the non-exclusive franchise fees paid pursuant to Section 6, "Franchise Consideration" are the same as those required thereby. The omission of the City to exercise its right to a semiannual audit at any time shall not constitute a waiver of such right, and notwithstanding such omission, the City shall have such continuing right, provided that except in the event of fraud, deceit or such other extraordinary occurrence, each audit shall be made at intervals no less than six (6) months. In the event The City elects to exercise its right of audit, The City shall provide to Franchisee written notice of such election at least forty-eight (48) hours in advance of the time of such audit. The City shall have the right to elect the auditors to make the audit and the audit shall be made at The City's expense. Franchisee shall make available to the auditor such personnel and record as the City may in its reasonable discretion request in order to complete such audit, and shall make no charge to the City therefore.

SECTION 33. COMPLAINTS.

All complaints shall be resolved by Franchisee within twenty-four (24) hours. Franchisee shall supply The City with copies of all complaints on a form approved by The City and indicate the disposition of each. Such records shall be available for inspection by The City at all times during business hours specified herein. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Franchisee shall establish procedures acceptable to The City to insure that all customers are notified as to the complaint procedure.

SECTION 34. MONITORING PERFORMANCE AND COMPLIANCE.

In order to fully implement the provisions of this non-exclusive franchise, a panel for the review of the quality of services provided for in this contract shall be created to consist of three (3) members, one (1) member representing the City, one (1) member representing the Franchisee, and a third independent member chosen by the previously named two members. It shall be the function of this committee to review, report and make recommendations to the City regarding the quality of services provided for herein. For the purpose of this function, "Service" shall be defined as the performance of the duties, tasks and obligations of the contractor enumerated herein and the performance of such other duties, tasks and obligations as are generally and reasonably regarded as incident to the safe and satisfactory discharge of responsibilities in the sanitation industry.

SECTION 35. WAIVER OF RIGHTS.

Franchisee hereby waives its rights under Section 180.16, Florida Statutes or any later legislation creating such or similar rights which places or might place the City in a position requiring the purchase of Franchisee's operation or its appurtenances, materials, fixtures, machinery, and real estate appertaining thereto, upon the expiration of this franchise.

SECTION 36. REPEALER. All ordinances or code provisions in conflict herewith are hereby repealed.

SECTION 37. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance; except that where

The City finds that the invalidated provision is essential to the franchise as a whole, The City may terminate said franchise.

SECTION 38. EFFECTIVE DATE. This ordinance after adoption by the The City Council and filing of Franchisee's written acceptance with the City Clerk shall take effect January 1, 2018.

PASSED AND ADOPTED BY THE THE CITY COUNCIL OF CRESTVIEW, FLORIDA ON THIS ____ DAY OF _____, _____

JB Whitten
COUNCIL PRESIDENT

ATTEST:

Elizabeth M Roy
The City Clerk

APPROVED BY ME THIS DAY ____ OF _____, _____

DAVID CADLE
Mayor

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney.

The City Attorney

Franchisee agrees to the terms of this franchise ordinance.

By _____(Name)