

TOWN OF CINCO BAYOU  
SPECIAL COUNCIL MEETING  
February 21, 1978

Town officials in attendance: Mayor Jim Kendrick, Council members Irene Balsley, Phil Johnston, Harold Peek, Ralph Perry, and Max Usrey; Attorney Rick Powell and Recorder Dee Rouse.

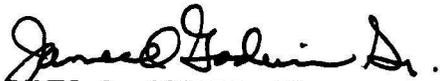
Also present were: Allen Davis, Harold and Ray Hudson representing Sanitation Service; Susan Marshal representing WFTW; Vic Monteleone representing Dump-All, Inc.; Peggy Roberts representing Playground Daily News.

Therefore, a quorum being present, Mayor Kendrick opened the meeting at 5:05 p.m.

1. GARBAGE FRANCHISE. After discussion, Mr. Peek moved to adopt Resolution 78-2, granting Ray Husdon, d/b/a Sanitation Service, the right, privilege, easement and exclusive franchise to operate the sanitary garbage service for the collection and disposal of garbage and trash within the corporate limits of the Town, for a period of three years, seconded by Mrs. Balsley. Motion carried unanimously.

2. ADJOURNMENT. Meeting adjourned at 5:30 p.m.

RESPECTFULLY SUBMITTED AS TRUE AND CORRECT TO BEST OF MY ACKNOWLEDGE.



JAMES O. GODWIN, SR.  
Town Manager/Clerk

ATTACHMENTS TO RECORD SET OF MINUTES.

1. RESOLUTION 78-2.
2. NEWSPAPER CLIPPING-PGDN.

RESOLUTION NO. 78-2

RESOLUTION OF TOWN OF CINCO BAYOU, FLORIDA, GRANTING EXCLUSIVE FRANCHISE TO RAY HUDSON, D/B/A SANITATION SERVICE, TO OPERATE AND MAINTAIN SANITARY SERVICE FOR COLLECTION AND DISPOSAL OF GARBAGE WITHIN THE MUNICIPAL LIMITS; PROVIDING FOR A TERM OF THREE YEARS; PROVIDING FOR RATE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL SERVICES, AND PROVIDING AN EFFECTIVE DATE HEREOF.

WHEREAS, the Town Council of Cinco Bayou, Florida, has been advised by the widow of Ralph Sibert that she will terminate garbage collection service within the Town effective March 1, 1978; and

WHEREAS, the Town Council has studied and considered the proposal of Ray Hudson, d/b/a Sanitation Service, to provide garbage collection and disposal services within the Town; and

WHEREAS, the Town Council has determined that it is in the best interests of the public to grant an exclusive franchise to its garbage contractor in order to provide garbage and trash service at reasonable rates to the residents and businesses of the Town of Cinco Bayou, Florida, and to produce the volume of customers to the contractor and to enable the contractor to economically and adequately perform services at the rate specified with a reasonable profit to the contractor;

NOW, THEREFORE, upon motion duly made, seconded and carried, the following resolution was adopted by the Town Council of the Town of Cinco Bayou, Florida.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CINCO BAYOU, FLORIDA, AS FOLLOWS:

Section 1. That the Town Council of the Town of Cinco Bayou, Florida, hereinafter called "Town", does hereby grant to Ray Hudson, d/b/a Sanitation Service, hereinafter called "Contractor", the right, privilege, easement and exclusive franchise to operate the sanitary garbage service for the collection and disposal of garbage and trash within the corporate limits of the Town.

four cans or bags of trash shall be picked up at any one time. Should the customer require more collection service than provided herein on any one occasion, a small charge may be levied by the Contractor at a fee to be agreed upon with the customer.

Section 7. The Contractor shall charge no more than \$5.00 per month per occupied residence that he serves. The fee to be charged and collected by the Contractor from any business establishment or apartment complex requiring dumpster service shall be as follows:

Containers	Number of Pick-ups per week					
	1	2	3	4	5	6
2 yd.	\$19.00	\$36.00	\$49.50	\$63.00	\$77.00	\$91.00
4 yd.	32.00	49.00	67.00	85.00	102.00	138.50
6 yd.	39.50	61.50	86.00	114.00	138.50	159.00
8 yd.	46.80	79.50	113.40	146.88	180.00	205.20

Section 8. Payments for sanitation services provided by the Contractor are due by the tenth of the month that service is being rendered. Such payments shall become delinquent after the 20th day of the month billed and the Contractor shall have the right to suspend service on any account not paid by the 20th day of the month in which service is being rendered.

Section 9. In the event the Contractor fails to pick up the residential customer's garbage during each regularly scheduled pick-up day, then upon notification by the residential customer Contractor shall return and pick up such garbage within twenty-four (24) hours from such notification. Should the Contractor fail to pick up such garbage after proper notification, then the residential customer may deduct \$.55 from his bill for the missed pick-up. A residential customer may not deduct from his bill for service not rendered due to his account being delinquent.

Section 10. Contractor shall maintain an office at 446 Racetrack Road, N. W., Fort Walton Beach, Florida, with office hours from 8:00 A. M. to 5:00 P. M., where customers may come in and personally pay their bill. Those customers who wish to pay their bill by mail may send their payment to Sanitation Service, P. O. Box 435, Shalimar, Florida 32579.

Section 11. Prior to or at the time of acceptance of this franchise, the Contractor shall post a performance bond in the amount of \$ 750.00 payable to the Town of Cinco Bayou, Florida. The Contractor shall provide and keep in force a comprehensive general public liability and public damage insurance policy providing public liability coverage for not less than \$100,000 for each person, not less than \$300,000 for each accident, and property damage coverage of not less than \$25,000.00, and Contractor shall show proof of the same by furnishing the Town with a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and acceptable to the Town. There shall also be an endorsement on the policy obligating the insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 12. Contractor shall carry workmen's compensation insurance on all employees and show proof of insurance by furnishing to the Town a Certificate of Insurance. The aforesaid insurance shall be written by a company authorized to do business in Florida and shall also carry an endorsement obligating the insurance company to furnish the Town ten (10) days notice in advance of the cancellation of insurance evidenced by said Certificate.

Section 13. The Contractor shall expressly hold the Town Council of the Town of Cinco Bayou, the members thereof, and the Town of Cinco Bayou, Florida, harmless from payment of any compensation or damages resulting from the exercise of this franchise and the operation of the sanitary garbage service provided hereunder.

Section 14. Contractor shall not sell, assign or transfer his franchise without first obtaining the written approval of the Town Council of the Town of Cinco Bayou, Florida. Contractor's vehicles and other equipment must conform to the regulations of the Motor Vehicle Code and Sanitary Code of Florida.

Section 15. In the event the Contractor makes a request for an increase in rates, the Town may determine from an audit based on examination of the Contractor's books, that such an increase should be made. The Contractor shall bear the cost of such audit.

Section 16. Breach of any term or provision of this resolution or of the franchise agreement to be issued, shall result in a forfeiture of Contractor's franchise at the discretion of the Town. Bankruptcy, either voluntary or involuntary and/or insolvency shall constitute a breach.

Section 17. Any person now or hereafter owning or occupying any premises within the municipality shall not be required to contract with the Contractor, but shall be authorized to dispose of garbage and trash in any lawful manner.

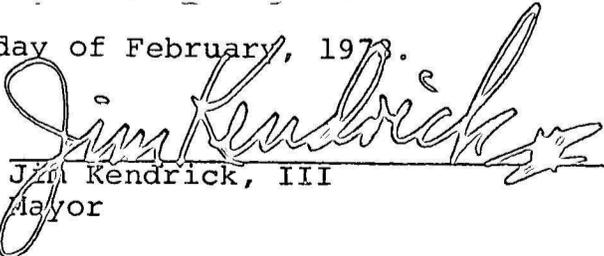
Section 18. Contractor acknowledges that Food Fair, Inc. has an existing contract for disposal of garbage and waste with Dump-All, Inc. Upon termination of such contract Food Fair, Inc. shall be subject to this resolution and Contractor shall offer to furnish such disposal services to it at the following rate:

Monthly Rent on Roll Off Container	\$85.00
Cost Each Time Container is Emptied	70.00

Section 19. Contractor shall be responsible for all dump fees charged in connection with disposal of all garbage and trash collected.

Section 20. The term of the franchise granted herein shall commence upon adoption hereof and acceptance by Contractor and shall extend for a period of three years unless otherwise terminated as provided herein.

ADOPTED this 21<sup>ST</sup> day of February, 1978.

  
 Jim Kendrick, III  
 Mayor

ATTEST:

  
 James O. Godwin, Sr.  
 Town Clerk

## Cinco Finalizes Plans For Garbage Franchise

By PEGGY ROBERTS

Daily News Staff Writer

Cinco Bay officials Tuesday finalized an agreement between the town and a garbage franchise, Sanitation Services, requiring the company to post a bond to ensure continued service.

Sanitation Services now has an exclusive contract with the town.

Council members agreed to the contract under one stipulation - Sanitation Services will have to provide a \$750 cash performance bond.

The bond itself is a security precaution. It enables the town to replace the franchise if there is a cancellation of services.

The contract does not provide for garbage picks up.

The existing contract Fields and Pantry Pride have with Dump All, Inc., expires in October 1981. Preparations will then be made to approach the two with a new contract for Sanitation Services, according to town officials.