

ORDINANCE NO. 88

ORDINANCE OF TOWN OF CINCO BAYOU, FLORIDA, GRANTING EXCLUSIVE FRANCHISE TO NORTHWEST FLORIDA SANITATION SERVICES, INC., 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 has studied and considered the proposal of Northwest Florida Sanitation Services, Inc., to extend that franchise granted under Resolution 81-1 and to provide garbage collection and disposal services within the Town; and

WHEREAS, the Town Council has found the past performance of Northwest Florida Sanitation Services, Inc. to meet or exceed all of the requirements of the previous agreement as set forth in Resolution 81-1; 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 ordinance was adopted by the Town Council of the Town of Cinco Bayou, Florida.

BE IT ORDAINED 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 Northwest Florida Sanitation Services, Inc., 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.

Section 2. Contractor shall collect and haul for hire all garbage and trash as hereinafter defined, residential

and commercial, from any person, partnership, association, or corporation within the corporate limits of the Town after receipt of a request for such service.

Section 3. "Garbage", as used herein, shall be interpreted to mean and include all solid and semi-solid kitchen refuse, subject to decay or putrification, and all waste of animal or vegetable matter which was intended to be used as food and by-products of the preparation and packaging of such foods, and other waste materials generally, including articles ordinarily and customarily hauled away and dumped. "Trash", as used herein, shall be defined as grass trimmings, leaves, limbs, boxes, and other such items not normally generated in the daily upkeep and maintenance of the inside of a dwelling or business.

Section 4. Contractor will make twice weekly collections of garbage throughout the corporate limits of the Town on a scheduled basis, i.e. Tuesday and Friday. Contractor shall pick up containers containing household waste at the back, side or front of each residence, with the provision that such garbage container shall not be located under or in a carport or garage or behind a fence or such enclosure, unless prior written agreement is made between the Contractor and the customer.

Section 5. All garbage cans must be either a standard 30-gallon galvanized, plastic or aluminum can with lids and must be in reasonably good condition. Contractor shall not be responsible for pick-up of any can that does not meet the foregoing specifications.

Section 6. Contractor shall remove all reasonable amounts of trash on each regularly scheduled pick-up day. This trash must, whenever possible, be placed in containers, i.e. plastic bags, garbage cans, boxes, that one man can reasonably lift and carry. Limbs must be cut in 3 or 4 foot lengths and tied with string, rope or wire. No more than 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 \$6.35 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                              | 1       | 2       | Number of Pick-ups per week |         |         |          |
|-----------------------------------------|---------|---------|-----------------------------|---------|---------|----------|
|                                         |         |         | 3                           | 4       | 5       | 6        |
| 2 yd.                                   | \$20.90 | \$39.60 | \$54.45                     | \$69.30 | \$84.70 | \$100.10 |
| 4 yd.                                   | 35.20   | 53.90   | 73.70                       | 93.50   | 112.20  | 152.35   |
| 6 yd.                                   | 43.45   | 67.65   | 94.60                       | 125.40  | 152.35  | 174.90   |
| 8 yd.                                   | 51.50   | 87.45   | 124.75                      | 161.57  | 198.00  | 225.70   |
| Monthly rent on roll off container      |         |         | \$93.50                     |         |         |          |
| Cost each time the container is emptied |         |         | \$85.00                     |         |         |          |

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 \$.60 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 1808 Lewis Turner Boulevard, 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 Northwest Florida Sanitation Services, Inc., P.O. Box 1120, Shalimar Florida 32579.

Section 11. 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 the 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 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 ordinance 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.

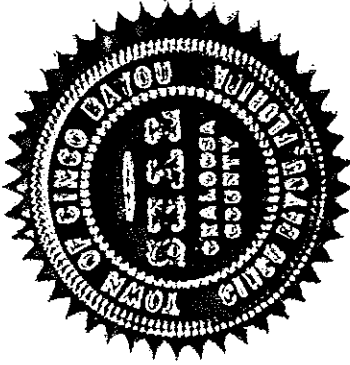
Section 17. Any person now or hereafter owning or occupying any premises within the municipality shall not be required to contract with the Contractor, but shall be authorized to dispose of garbage and trash in any lawful manner.

Section 18. Contractor shall provide at no expense to the Town, trash storage containers and pickup service for a planned annual Town Spring Cleanup. A Spring Cleanup Week will be designated by the Town Council and coordinated with the Contractor.

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 on April 1, 1984 conditional upon acceptance by Contractor and shall extend for a period of three years unless otherwise terminated as provided herein.

ADOPTED this 19<sup>th</sup> day of MARCH, 1984.



APPROVED: Mar O. Lorey

MAYOR

ATTEST:

Ann K. Barclay  
Town Clerk

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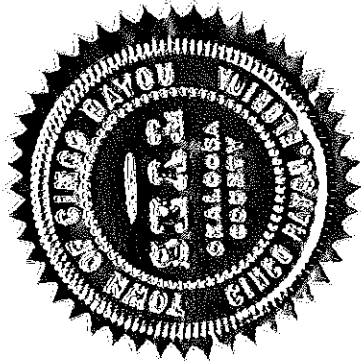
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APPROVED:

MAYOR

Mar O. Carey

ATTEST:

Ann B. Bailey  
Town Clerk