



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
Wednesday, September 2, 2020
6:30 P.M.**

The Commission meeting for Wednesday, September 2, 2020, is scheduled as planned. However, as we stress public safety and social distancing, the meeting will be held though Zoom virtual meeting.

Through the Zoom meeting, attendees can still hear speakers, ask questions, and otherwise participate in the meeting, (where procedurally appropriate) from the comfort of their home. Attendees do NOT need a camera to participate, all they need is a phone. All materials for the meeting are available on the town's website at: <https://townofredingtonbeach.com/agendas-minutes/>. Click on the current Agenda Packet.

If you would like to speak during public forum, please call or email the clerk at townclerk@townofredingtonbeach.com prior to 3:00 p.m. on September 3rd to be included in public forum.

To join Wednesday's virtual meeting at 6:30 p.m. follow the instructions below.

OPTION 1

Join Zoom Meeting by logging into:

<https://us02web.zoom.us/j/81916733601>

Meeting ID: 819 1673 3601

OPTION 2

CALL THIS NMBER AND ENTER
MEETING ID NUMBER BELOW

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 819 1673 3601

If you encounter any issues joining the Zoom meeting, please call 727-391-3875. Thank you for your flexibility during this time.

Sincerely,

Mayor and Commissioners
And Town Staff



**TOWN OF REDINGTON BEACH
BOARD REGULAR MEETING AGENDA
VIRTUAL MEETING
Wednesday, September 2, 2020
6:30 P.M.**

Town Hall

Assembly Hall

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**
- 5. PUBLIC FORUM: Non-Agenda Items Only NOTE:** A three minute time limit applies to all comments from the public on non-agenda items only. If a person wishes to address the Board of Commissioners, please fill out a "Speakers Card" and give it to the Town Clerk prior to the start of the meeting.
- 6. REPORTS**

Public Safety	Commissioner Kornijtschuk
Building/Code	Commissioner Will
Public Works/Parks	Commissioner Steiermann
Finance	Vice Mayor Dorgan
Mayor	
Town Clerk	
Attorney Daigneault	
Boards & Committees	
- 7. CONSENT AGENDA**
 - A. Board Regular Meeting Minutes, September 2, 2020**
 - B. Bill List for Day Ending August 28, 2020**
- 8. UNFINISHED BUSINESS**
 - A. Reconfiguration of Dais**
 - B. 2020-2021 Budget**
 - C. RFP: Solid Waste Services**



9. NEW BUSINESS

- A. Forward Pinellas Appointment: Nomination; Joanne "Cookie" Kennedy**
- B. Discussion: Code Revision Chapter 18 Solid Waste**

10. OTHER BUSINESS

11. ADJOURNMENT

Note: The Town of Redington Beach Board of Commissioners meet the First and Third Wednesday of each month beginning at 6:30 p.m.

The Town of Redington Beach Board of Commissioners may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the Board of Commissioners meeting may be obtained from the Town Clerk's office. The meetings may be recorded. The Minutes are not transcribed verbatim. It is the policy of the Board of Commissioners to make "action minutes" of all meetings

Persons requiring a verbatim transcript of any Town meeting (for purposes of appeal or otherwise) should make arrangements to have a certified Court Reporter, at their own cost and expense, present at the meeting.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. (F.S 286.0105) **Notice Regarding Special Accommodations: (F.S. 286.26)**



**TOWN OF REDINGTON BEACH, FLORIDA
BOARD REGULAR MEETING MINUTES
VIRTUAL MEETING
Wednesday, August 19, 2020
6:30 p.m.**

Having been duly advertised as required by law, the **Regular Meeting** of the Board of Commissioners of the Town of Redington Beach, Florida, was held Virtually on **Wednesday, August 19, 2020, 6:30 p.m.**, in Redington Beach Town Hall at 105 164th Avenue, Redington Beach Florida.

Vice Mayor Dorgan called the **Regular Virtual Meeting** to order and led the pledge of allegiance.

Roll Call

	Present	Absent
Commissioner Kornijtschuk	X	
Commissioner Steiermann	X	
Commissioner Will	X	
Vice Mayor Dorgan	X	
Mayor Simons		X
Town Attorney Daigneault	X	
Town Clerk Clarke	X	

Agenda: A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to accept the agenda as presented. Motion passed with all ayes.

Public Forum: None

Reports

Public Safety

- Nothing to Report

Building/Code

- The slab and staircase at Friendship Park has been poured. The next step is to pour the sidewalk and do some stucco work. Commissioner Will requested that the dock ordinance be put on the agenda that was talked about at the last meeting. Commissioner Kornijtschuk agreed. Commissioner Steiermann stated that this should wait until the mayor is in attendance as he is the one that sets the agenda.

Public Works/Parks

- Nothing to Report

Finance

- Nothing to Report

Mayor

- Absent

Town Clerk

- Nothing to Report

Town Attorney

- Nothing to Report

Boards and Committees

- Nothing to Report

CONSENT AGENDA: A motion by Commissioner Kornijtschuk and seconded by Commissioner Will to approve the consent agenda as presented. No public comment. Motion passed with all ayes.

UNFINISHED BUSINESS

- A. Reconfiguration of Dais:** Commissioner Steiermann had requested another bid for the dais. Two bids were received from Florida Grill Doctor. One in the amount of \$6,500.00 and the other for \$9,000.00, which included a granite top at the cost of \$3,000.00. Town clerk reported that Commissioner Steiermann had requested that Stone Works be contacted for the granite top. They came back with a quote in the amount of \$2,619.05. A motion by Commissioner Steiermann to accept the Florida Grill Doctor bid of \$6,000.00 and the Stone Works bid for \$2,619.05 for the dais, seconded by Commissioner Kornijtschuk. Motion passed with all ayes, by Roll call vote. Florida Grill Doctors and Stone Works will work together on coordinating the installation. Town clerk reported that the shutters will be installed next Wednesday and that the ceiling tiles are currently being installed and they should finish tomorrow.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann	X		X		
Commissioner Will			X		
Vice Mayor Dorgan			X		
Mayor Simons					X

- B. 2020-2021 Budget:** Town clerk reported that the budget was balanced, but the general liability and property insurance was estimated as the rates were not received on Friday. The new rates were received today and there was an increase of \$2,474.00 over what was estimated. The transfer to the capital fund will now be \$43,107 and the reserves for the roads and streets will be \$197,709.00. A 3% increase was put in for staff wages. Vice Mayor Dorgan stated that the 2020-2021 budget be left as is until the next meeting. Town clerk reported that the commission will have a regular meeting on September 2nd and the first budget hearing on September 3rd.

NEW BUSINESS

- A. Resolution 2020-09: A Resolution of the Board of Commissioners of the Town of Redington Beach, Florida, Entering into an Agreement with Team Engineering, LLC, to Provide NPDES Services and the Completion of the NPDES Annual Report for Cycle Four, Year Three; and Providing for an Effective Date.** Attorney Daigneault read the resolution by title only. A motion by Commissioner Kornijtschuk and seconded by Commissioner Steiermann to accept Resolution 2020-09. Commissioner Steiermann reported that this is the same person that has been doing

the reports for the town and she works well with staff. No public comment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk	X		X		
Commissioner Steiermann		X	X		
Commissioner Will			X		
Vice Mayor Dorgan			X		
Mayor Simons					X

- B. First Amendment to Franchise Agreement for the Collection, Hauling, Recycling, and Disposal of Municipal Solid Waste, and Recyclable Materials from Residential, Commercial, and Industrial Units in the town of Redington Beach, Florida.** Town attorney reported that the current contract with Waste Connections ends at the end of September. Due to time constraints, the contract would be extended to November 30th, 2020 until an RFP can be completed and advertised. Ian Boyle of Waste Connections spoke on behalf of the company and would like the relationship with the town to continue. No public comment. A motion by Commissioner Steiermann and seconded by Commissioner Kornijtschuk to accept the first amendment. Motion passed with all ayes by roll call vote.

	Motion	Second	Aye	Nay	Absent
Commissioner Kornijtschuk		X	X		
Commissioner Steiermann	X		X		
Commissioner Will			X		
Vice Mayor Dorgan			X		
Mayor Simons					X

- C. Discussion: Solid Waste Services RFP:** Commissioner Steiermann had questions on the RFP regarding Demand Star, the equivalent experience, a 90 day termination clause, containers being provided and the side yard pick up. These will be addressed by the attorney in the final RFP. Bruce McLaughlin, town planner has reviewed the RFP and will work with the town attorney on changes. No public comment.

Other Business

With no further business, a motion was made by Commissioner Kornijtschuk and seconded by Commissioner Will to adjourn. Regular meeting was adjourned at 7:06 p.m.

Adopted:, 2020

Missy Clarke, CMC, Town Clerk

INVOICE APPROVAL LIST BY FUND REPORT

Date: 08/28/2020

Time: 11:27 am

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Town of Redington Beach

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 512 Town Clerk							
101-512-512.240	Worker's Comp In FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	368.87
							368.87
101-512-512.260	General Liability In FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	2,134.88
							2,134.88
101-512-512.265	Property Insurance FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	1,353.13
							1,353.13
101-512-512.410	Telephone BRIGHT HOUSE NETWORKS	056775401080920	8/8/2020-9/7/2020	0	08/09/2020	08/09/2020	199.96
							199.96
101-512-512.411	Internet Services BRIGHT HOUSE NETWORKS	056775401080920	8/8/2020-9/7/2020	0	08/09/2020	08/09/2020	131.97
							131.97
101-512-512.421	Stamps.com CHASE CARD SERVICES	2020-08-28	Stamps.com-August 2020	0	08/28/2020	08/28/2020	17.99
							17.99
101-512-512.461	Building Maintenance AMERICAN FIRE & SAFETY	226656	2020 Annual Fire Ext. Inspect.	0	08/14/2020	08/14/2020	134.72
							134.72
101-512-512.510	Office Supplies CHASE CARD SERVICES	113-7256922-7868255	ROUTER FOR HALLWAY	0	08/21/2020	08/21/2020	99.99
							99.99
101-512-512.542	Dues & Subscriptions CHASE CARD SERVICES	37970529	ZOOM - August 2020	0	08/25/2020	08/25/2020	16.65
	FLORIDA GOVERNMENT FIN	2020-08-25	FY 2020-2021 DUES CLARKE	0	08/25/2020	08/25/2020	50.00
	PINELLAS COUNTY MUNICIPAL	2020-08-28	10/1/2020-9/30/2021 CLARKE	0	08/28/2020	08/28/2020	25.00
	PINELLAS COUNTY MUNICIPAL	2020-08-28-01	10/1/2020-9/30/2021 NIEVES	0	08/28/2020	08/28/2020	25.00
							116.65
Total Dept. Town Clerk:							4,558.16
Dept: 513 Finance & Admin							
101-513-513.240	Worker's Comp In FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	368.87
							368.87
101-513-513.495	Janitorial Service HIP CLEANING SERVICE	91	July 2020-Office Cleaning	0	08/19/2020	08/19/2020	225.00
							225.00
Total Dept. Finance & Admin:							593.87
Dept: 515 Comprehensive Planning							
101-515-515.310	Planning BRUCE MC LAUGHLIN CONSULTANTS	2020-08-28	8/14-8/27/2020	0	08/28/2020	08/28/2020	1,876.50
							1,876.50
Total Dept. Comprehensive Planning:							1,876.50
Dept: 521 Law Enforcement							
101-521-521.340	Law Enforcement PINELLAS COUNTY SHERIFF	904013	Law Enf. Sept 2020	0	09/01/2020	09/01/2020	21,899.00

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							21,899.00
Total Dept. Law Enforcement:							21,899.00
Dept: 539 Department of Public Works							
101-539-539.233	Vehicle Insurance -						
	FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	544.50
							544.50
101-539-539.240	Workers Comp -						
	FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	737.76
							737.76
101-539-539.440	P/W Utilities						
	DUKE ENERGY	31525-72269	2020-08-07 7/9-8/7/2020	0	08/07/2020	08/07/2020	80.58
							80.58
Total Dept. Department of Public Works:							1,362.84
Dept: 572 Parks and Recreation							
101-572-572.260	General Liability						
	FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	2,134.87
							2,134.87
101-572-572.265	Property Insurance						
	FLORIDA MUN INSURANCE	31733-L9H2	Q1 FY 20-21	0	08/15/2020	10/01/2020	1,353.12
							1,353.12
101-572-572.430	Utilities						
	DUKE ENERGY	54246-18249	2020-08-07 7/9-8/7/2020	0	08/07/2020	08/07/2020	29.17
	DUKE ENERGY	60814-47178	2020-08-21 7/23-8/21/2020	0	08/21/2020	08/21/2020	15.54
							44.71
101-572-572.522	Gasoline & Oil						
	WEX BANK	105882	Unleaded	0	08/21/2020	08/21/2020	33.51
							33.51
101-572-572.524	Fertilizer & Mulch						
	LARSON & SON LANDSCAPE	27398	Sand for sand bags	0	08/21/2020	08/21/2020	395.00
							395.00
Total Dept. Parks and Recreation:							3,961.21
Total Fund General Fund:							34,251.58
Fund: 300 Capital Accounts							
Dept: 590 Capital Outlay							
300-590-590.001	Capital Outlay						
	CHASE CARD SERVICES	759992-CARROLLS	Rip Rap for Friendship Pk	0	08/26/2020	08/26/2020	3,048.46
							3,048.46
Total Dept. Capital Outlay:							3,048.46
Total Fund Capital Accounts:							3,048.46
Grand Total:							37,300.04

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9417 Payroll	277.05
9418 Payroll	277.05
9419 Payroll	381.75
9420 Payroll	277.05
9421 Payroll	277.05
9422 Payroll	2,259.26
9423 Payroll	1,353.33
9424 Payroll	1,298.99
9425 Payroll	1,056.33
Payroll Liabilities	3,392.50
Retirement	1,545.08
9426 VOID	0.00
9427 Florida Custom Services	4,850.00

17,245.44

MAYOR SIMONS

COMMISSIONER WILL

COMMISSIONER KORNIJTSCHUK

VICE MAYOR DORGAN

ATTEST:

COMMISSIONER STEIERMANN

Missy Clarke, CMC, Town Clerk

Regular Meeting of September 2, 2020

BUDGET WORKSHEET

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Town of Redington Beach

	Prior Year Actual	Current Year				(6)	(7)	(8)
Month: 8/31/2020		Original Budget	Amended Budget	Actual Thru August	Estimated Total	Requested	Recommended	Adopted
Fund: 101 - General Fund								
Revenues								
Dept: 000								
311.000 Ad Valorem Taxes	837,316	884,206	884,206	908,023	0	949,408		
312.100 Local Option Gas Tax	20,300	21,500	21,500	12,318	0	20,500		
313.200 City of Clearwater Fran Fee	6,197	5,500	5,500	5,976	0	6,000		
313.900 Utility Propane Tax	984	750	750	956	0	950		
314.100 Progress Energy Utility tax	125,828	112,000	112,000	87,113	0	120,000		
315.000 Communications Services Tax	55,434	55,925	55,925	36,109	0	51,272		
316.000 Business Tax License	1,560	1,500	1,500	1,153	0	1,200		
323.100 Electricity Franchise Fee	133,750	120,000	120,000	87,011	0	125,000		
324.210 Impact Fees	9,984	0	0	2,066	0			
327.000 Variances Permits/Licenses	1,500	1,750	1,750	1,250	0	1,000		
334.300 FDOT Lighting Grant	9,929	9,500	9,500	10,227	0	10,227		
335.120 State Revenue Sharing	28,375	27,037	27,037	21,587	0	27,037		
335.180 Half Cent Sales Tax	97,046	98,628	98,628	61,062	0	82,668		
351.200 Court Fines - Traffic	3,168	3,500	3,500	3,498	0	3,500		
359.900 Other Fine	0	1,500	1,500	2,860	0	1,500		
361.200 Interest Savings Accounts	41,228	30,000	30,000	8,792	0	15,000		
366.000 Contrib. & Dons. (Twin Towers)	1,500	1,000	1,000	905	0	1,000		
367.000 Other Licenses/Permits	480	350	350	150	0	500		
369.900 Other Misc Revenues	3,904	1,000	1,000	7,563	0	1,000		
Dept: 000	1,378,483	1,375,646	1,375,646	1,258,619	0	1,417,762	0	0
Total Revenues	1,378,483	1,375,646	1,375,646	1,258,619	0	1,417,762	0	0
Expenditures								
Dept: 000								
999.992 Transfer Out	48,838	36,710	36,710	0	0	43,107		
Dept: 000	48,838	36,710	36,710	0	0	43,107	0	0
Dept: 511 Legislative								
511.111 Registration	1,450	1,500	1,500	500	0	1,500		
511.120 Salaries and Wages	20,400	20,400	20,400	17,000	0	20,400		
511.400 Travel	10	500	500	0	0	500		
511.410 Boat Parade	800	800	800	800	0	800		
511.820 Donations	500	500	500	0	0	500		
521.210 Fica Match	1,561	1,561	1,561	1,301	0	1,561		
Legislative	24,721	25,261	25,261	19,601	0	25,261	0	0
Dept: 512 Town Clerk								
512.120 Salaries and Wages	67,812	70,860	70,860	62,096	0	72,986		
512.130 Holiday Bonus	500	500	500	500	0	500		
512.220 Pension	6,781	7,086	7,086	6,210	0	7,299		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 8/31/2020	Prior Year Actual	Current Year				(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August	Estimated Total	Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 512 Town Clerk								
512.230 Group Insurance	8,350	9,210	9,210	8,855	0	9,584		
512.231 Life Insurance	117	120	120	117	0	117		
512.232 Dental Insurance	367	382	382	765	0	385		
512.240 Worker's Comp Insurance	1,413	1,452	1,452	1,452	0	1,476		
512.260 General Liability Insurance	5,990	6,836	6,836	6,836	0	8,804		
512.265 Property Insurance	4,502	4,899	4,899	4,995	0	5,413		
512.269 Flood Insurance	5,846	7,200	7,200	6,180	0	6,798		
512.310 Professional Services	6,700	0	0	1,079	0	5,000		
512.315 Temporary Services	0	100	100	0	0	500		
512.400 Travel	804	1,000	1,000	302	0	1,000		
512.409 Con Education/Registrations	994	1,500	1,500	75	0	1,500		
512.410 Telephone	2,432	2,400	2,400	2,000	0	2,400		
512.411 Internet Services	1,417	1,560	1,560	1,312	0	1,584		
512.412 Website Services	1,231	1,500	1,500	1,153	0	1,500		
512.415 Technical Assistance	0	1,000	1,000	175	0	750		
512.420 Postage	702	750	750	475	0	750		
512.421 Stamps.com	206	220	220	90	0	220		
512.440 Utilities- Water/Electric	6,683	5,800	5,800	5,605	0	6,000		
512.461 Building Maintenance	4,135	2,000	2,000	15,060	0	10,000		
512.471 Ordinance Codification	244	10,000	10,000	4,854	0	7,500		
512.472 Election Expense	1,482	2,800	2,800	2,738	0	3,000		
512.473 Newsletter	537	1,000	1,000	0	0	500		
512.480 Promotion/Public Relations	2,616	2,500	2,500	2,000	0	2,500		
512.490 Advertising	7,977	7,500	7,500	4,544	0	7,500		
512.510 Office Supplies	2,640	2,500	2,500	4,623	0	2,500		
512.515 Office Copier/Lease	1,579	1,600	1,600	1,291	0	1,600		
512.520 Office Copier/Usage	482	1,000	1,000	393	0	1,000		
512.521 Document Retention & Control	0	500	500	10	0			
512.542 Dues & Subscriptions	1,721	1,000	1,000	1,828	0	1,500		
512.640 Equipment	752	1,000	1,000	746	0	1,000		
521.210 Fica Match	4,159	5,421	5,421	4,226	0	5,584		
Town Clerk	151,171	163,196	163,196	152,585	0	178,750	0	0
Dept: 513 Finance & Admin								
513.120 Salaries and Wages	39,703	40,935	40,935	36,275	0	42,164		
513.130 Finance Holiday Bonus	500	500	500	500	0	500		
513.140 Overtime Pay	0	1,000	1,000	0	0			
513.220 Pension	3,970	4,093	4,093	3,627	0	4,217		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 8/31/2020	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August		Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 513 Finance & Admin								
513.230 Group Insurance	8,350	9,210	9,210	8,919	0	9,584		
513.231 Life Insurance	117	120	120	117	0	117		
513.232 Dental Insurance	367	382	382	382	0	385		
513.240 Worker's Comp Insurance	1,413	1,452	1,452	1,452	0	1,476		
513.310 Professional Fees	0	600	600	0	0	1,000		
513.320 Audit Fee	24,250	25,000	25,000	23,500	0	25,000		
513.415 Fund Balance Support	1,005	1,500	1,500	0	0	1,500		
513.493 Bank Service Charges	250	300	300	225	0	300		
513.495 Janitorial Services	2,250	2,220	2,220	1,446	0	2,340		
521.210 Fica Match	3,037	3,132	3,132	2,767	0	3,226		
Finance & Admin	85,212	90,444	90,444	79,210	0	91,809	0	0
Dept: 514 Legal Counsel								
514.121 Litigation	5,066	35,000	35,000	1,976	0	35,000		
514.124 Town Attorney	27,478	35,000	35,000	18,202	0	35,000		
514.310 Legislative Counsel	26,993	15,000	15,000	2,890	0	15,000		
514.421 Special Magistrate	1,620	5,000	5,000	0	0	2,500		
Legal Counsel	61,157	90,000	90,000	23,068	0	87,500	0	0
Dept: 515 Comprehensive Planning								
515.310 Planning	0	46,000	46,000	19,171	0	45,000		
Comprehensive Planning	0	46,000	46,000	19,171	0	45,000	0	0
Dept: 521 Law Enforcement								
521.340 Law Enforcement Services-Cont	254,844	262,788	262,788	240,889	0	269,748		
521.350 Traffic Enforcement Officer	180	1,500	1,500	0	0	1,500		
521.410 Shared Cost - Phone	0	200	200	0	0	250		
Law Enforcement	255,024	264,488	264,488	240,889	0	271,498	0	0
Dept: 522 Fire Control								
522.340 Fire Department Services	57,302	57,530	57,530	57,531	0	59,717		
522.341 EMS (Seminole)	57,302	57,530	57,530	57,531	0	59,717		
Fire Control	114,604	115,060	115,060	115,062	0	119,434	0	0
Dept: 524 Protective Services								
524.310 Code Enforcement Services	22,452	24,000	24,000	20,735	0	24,000		
524.421 Attorney Fees	2,047	2,500	2,500	1,703	0	2,500		
524.422 Citation Costs/NRB	444	250	250	444	0	500		
524.510 Code Enforcement Supplies	241	100	100	0	0			
524.542 Dues & Subscriptions	150	0	0	150	0			
Protective Services	25,334	26,850	26,850	23,032	0	27,000	0	0
Dept: 539 Department of Public Works								
521.210 Fica Match	5,591	6,100	6,100	4,577	0	6,283		

BUDGET WORKSHEET

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Town of Redington Beach

Month: 8/31/2020	Prior Year Actual	Current Year				(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August	Estimated Total	Requested	Recommended	Adopted
Fund: 101 - General Fund								
Expenditures								
Dept: 539 Department of Public Works								
539.120 Salaries & Wages	73,922	79,733	79,733	60,849	0	82,125		
539.130 Holiday Bonus - DPW	1,000	1,000	1,000	1,000	0	1,000		
539.200 Temp Help - DPW	0	2,000	2,000	0	0	2,000		
539.220 Pension Expense - DPW	7,392	7,974	7,974	4,341	0	8,213		
539.230 Group Insurance - DPW	16,700	18,412	18,412	17,566	0	19,168		
539.231 Life Insurance - DPW	234	240	240	224	0	234		
539.232 Dental Insurance - DPW	735	764	764	1,635	0	769		
539.233 Vehicle Insurance	1,338	1,377	1,377	689	0	2,178		
539.240 Workers Comp - DPW	2,923	2,905	2,905	2,905	0	2,951		
539.241 Continuing Education	0	500	500	15	0	500		
539.440 P/W Utilities	1,346	1,500	1,500	870	0	1,500		
Department of Public Works	111,181	122,505	122,505	94,671	0	126,921	0	0
Dept: 540 Transportation								
540.490 Current Obligations	0	0	0	4,792	0			
Transportation	0	0	0	4,792	0	0	0	0
Dept: 541 Roads & Streets								
541.465 Maintenance - Streets	0	1,000	1,000	120	0	1,000		
541.466 Maint - Signs/Signals	0	5,000	5,000	0	0	5,000		
541.467 Maint - Street Lights	27,554	29,500	29,500	25,072	0	29,500		
541.535 Road Signage	416	1,500	1,500	0	0	1,000		
Roads & Streets	27,970	37,000	37,000	25,192	0	36,500	0	0
Dept: 571 Libraries								
571.000 Libraries	31,234	31,147	31,147	31,147	0	31,315		
Libraries	31,234	31,147	31,147	31,147	0	31,315	0	0
Dept: 572 Parks and Recreation								
572.260 General Liability	5,778	6,836	6,836	6,836	0	8,804		
572.265 Property Insurance	4,502	4,899	4,899	4,996	0	5,413		
572.269 Flood Insurance	14,926	15,000	15,000	0	0			
572.340 Landscaping Expense	1,643	8,000	8,000	695	0	8,000		
572.430 Utilities	5,432	6,000	6,000	5,293	0	6,000		
572.460 Maint - Automotive Equipment	1,037	1,500	1,500	6,848	0	1,500		
572.461 Maintenance - Building	416	1,500	1,500	1,474	0	1,500		
572.462 Maintenance - Grounds	8,885	10,000	10,000	5,920	0	10,000		
572.463 Maintenance - Trees	5,856	6,000	6,000	6,083	0	6,000		
572.464 Maintenance - Other	0	500	500	0	0	500		
572.467 Equipment Rental	0	500	500	0	0	500		
572.490 Playground Equipment	0	1,500	1,500	0	0	1,500		
572.510 Maintenance Equipment Repair	3,405	2,000	2,000	2,787	0	2,000		

BUDGET WORKSHEET

Town of Redington Beach

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Month: 8/31/2020	Prior Year Actual	Current Year			(6) Requested	(7) Recommended	(8) Adopted
		Original Budget	Amended Budget	Actual Thru August			
Fund: 101 - General Fund							
Expenditures							
Dept: 572 Parks and Recreation							
572.520 Uniforms	203	500	500	253	0	500	
572.521 Twin Towers Operating Supplies	390	500	500	182	0	500	
572.522 Gasoline & Oil	4,328	3,500	3,500	2,171	0	3,500	
572.524 Fertilizer & Mulch	2,507	3,000	3,000	3,170	0	3,000	
572.527 Tools & Equipment	1,262	1,000	1,000	1,486	0	1,000	
572.535 Signage	1,240	2,000	2,000	73	0	1,500	
572.599 Swim Buoys	2,396	3,000	3,000	2,575	0	3,000	
Parks and Recreation	64,206	77,735	77,735	50,842	0	64,717	0
Dept: 573 Board of Parks & Recreation							
572.439 Holiday Lights	12,871	13,000	13,000	12,515	0	13,000	
572.535 Signage	0	1,500	1,500	0	0	1,500	
573.460 Holiday Lighting Maintenance	0	1,500	1,500	84	0		
573.462 Grounds Maintenance	0	2,500	2,500	1,550	0	2,500	
573.525 Plants/Trees/Shrubs	0	1,500	1,500	0	0	1,500	
Board of Parks & Recreation	12,871	20,000	20,000	14,149	0	18,500	0
Dept: 590 Capital Outlay							
590.001 Capital Outlay	5,689	0	0	500	0		
Capital Outlay	5,689	0	0	500	0	0	0
Dept: 600 Replacement Reserve							
600.220 2016 F150 Truck	0	3,000	3,000	0	0	3,000	
600.250 Tractor 2016	0	2,000	2,000	0	0	2,000	
600.301 Seawall	0	20,000	20,000	0	0	20,000	
600.401 Bldg Refurbishment - Town Hall	0	122,350	122,350	0	0	122,350	
600.403 Bldg Refurbishment - Pub Works	0	71,200	71,200	0	0	91,800	
600.640 Lawn Mower 2015	0	1,300	1,300	0	0	1,300	
600.820 Park Board Playground Equip	0	10,000	10,000	0	0	10,000	
Replacement Reserve	0	229,850	229,850	0	0	250,450	0
Total Expenditures	1,019,212	1,376,246	1,376,246	893,911	0	1,417,762	0
General Fund	359,271	-600	-600	364,708	0	0	0

BUDGET WORKSHEET

Town of Redington Beach

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	Prior Year Actual	Original Budget	Amended Budget	Current Year Actual Thru August	Estimated Total	(6) Requested	(7) Recommended	(8) Adopted
Month: 8/31/2020								
Fund: 300 - Capital Accounts								
Revenues								
Dept: 000								
312.600 Sales & Use Tax - One Cent Tax	177,171	188,469	188,469	105,470	0	159,383		
335.122 Sales & Use Tax - 8th Cent	8,707	10,646	10,646	6,409	0	7,719		
337.300 PC Interlocal Agreement Reimb.	799,754	200,000	200,000	113,731	0	50,000		
361.200 Interest Savings Accounts	14,921	10,000	10,000	7,846	0	7,500		
399.000 Transfer In	48,838	36,710	36,710	0	0	43,107		
Dept: 000	1,049,391	445,825	445,825	233,456	0	267,709	0	0
Total Revenues	1,049,391	445,825	445,825	233,456	0	267,709	0	0
Expenditures								
Dept: 539 Department of Public Works								
539.630 Infrastructure	909,592	200,000	200,000	116,246	0	50,000		
Department of Public Works	909,592	200,000	200,000	116,246	0	50,000	0	0
Dept: 590 Capital Outlay								
590.001 Capital Outlay	0	60,000	60,000	6,375	0	20,000		
Capital Outlay	0	60,000	60,000	6,375	0	20,000	0	0
Dept: 600 Replacement Reserve								
600.600 Roads & Streets	0	185,825	185,825	0	0	197,709		
Replacement Reserve	0	185,825	185,825	0	0	197,709	0	0
Total Expenditures	909,592	445,825	445,825	122,621	0	267,709	0	0
Capital Accounts	139,799	0	0	110,835	0	0	0	0

BUDGET WORKSHEET

Town of Redington Beach

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Month: 8/31/2020	Prior Year Actual	Current Year			Estimated Total	(6)	(7)	(8)
		Original Budget	Amended Budget	Actual Thru August		Requested	Recommended	Adopted
Fund: 400 - Storm Water								
Revenues								
Dept: 000								
312.000 Stormwater Fee Revenue	96,804	94,500	94,500	63,958	0	94,500		
337.300 PC Interlocal Agreement Reimb.	0	0	1	0	0	28,875		
361.200 Interest Savings Accounts	8,531	6,000	6,000	6,159	0	5,000		
399.000 Transfer In	0	0	1	0	0	128,563		
Dept: 000	105,335	100,500	100,502	70,117	0	256,938	0	0
Total Revenues	105,335	100,500	100,502	70,117	0	256,938	0	0
Expenditures								
Dept: 535 Storm Water								
535.340 Street Sweeping	750	1,500	1,500	375	0	1,000		
535.441 Utility Mailing Costs	3,599	3,700	3,700	2,932	0	3,700		
535.468 Maintenance CDS Units	1,025	3,500	3,500	0	0	2,500		
535.540 Clean Drains & Lines	1,500	2,000	2,000	750	0	1,500		
535.548 NPDES Drain Cleaning	1,022	1,500	1,500	1,793	0	2,000		
535.650 Engineering Expense	9,504	10,000	10,000	28,078	0	10,000		
535.800 Storm Drain Replacement	0	0	1	0	0	157,938		
Storm Water	17,400	22,200	22,201	33,928	0	178,638	0	0
Dept: 541 Roads & Streets								
541.468 Maintenance - Storm Drains	959	11,000	11,000	14,769	0			
Roads & Streets	959	11,000	11,000	14,769	0	0	0	0
Dept: 600 Replacement Reserve								
600.500 Stormwater System	0	67,300	67,300	0	0	78,300		
Replacement Reserve	0	67,300	67,300	0	0	78,300	0	0
Total Expenditures	18,359	100,500	100,501	48,697	0	256,938	0	0
Storm Water	86,976	0	1	21,420	0	0	0	0
Grand Total:	586,046	-600	-599	496,963	0	0	0	0



1. **REQUEST FOR PROPOSAL # *****
SOLID WASTE AND RECYCLING COLLECTION SERVICES

Town Clerk, 105 164th Ave
Redington Beach, FL
33708

ISSUE DATE: 08/**/2020
Page 1 of 35

PROCUREMENT CONTACT:
Missy Clarke, Town Clerk
PHONE NUMBER: (727) 391-3875
E-MAIL:
townclerk@townofredingtonbeach.com

**PROPOSALS TO BE RECEIVED
NO LATER THAN 5:00 PM ON
FRIDAY, SEPTEMBER 18, 2020**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR BID	
Proposer Name: _____	Pre-Bid meeting location: <u>N/A</u>
Address: _____ _____	
Phone Number: _____	Proposals are firm for 90- days? Yes ___ No ___
Fax Number: _____	Do you accept credit cards? Yes ___ No ___
E-Mail Address: _____	RFP Term Deviation Requests attached? Yes ___ No ___ N/A ___
FEIN Number: _____	_____

Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp affixed by the Town Clerk will be the official authority for determining timely Proposals.

One (1) original (MARKED "ORIGINAL"), five (5) copies, and one (1) searchable PDF copy on a flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. *** –SOLID WASTE AND RECYCLING SERVICES. Proposer's name and return address shall be clearly identified on the outside of the envelope.

Authorized Signature

Title (printed or typed)

Printed Name

Date

CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

This "Standardized Check List" has been provided to assist Proposers with the submission of their Proposal packages. This Check List cannot be construed as identifying all required submittal documents for this solicitation. Proposers remain responsible for reading the entire solicitation document to ensure compliance with all requirements.

The Town, in its sole discretion, reserves the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The Town specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the Town's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the Town: there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The Town may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

SUBMITTALS	Included		
	YES	NO	N/A
Proposer has completed, signed (blue ink) and included Request for Proposal Cover Sheet (page 1)			
Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals (page 2)			
Proposer has provided One (1) Original hard-copy Proposal (marked "ORIGINAL"), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation			
Proposer has provided the number of hard copies of their proposal (marked "COPY"), as referenced in Section I (page 4)			
Proposer submittal is organized (to include all information requested under each tab) in tabbed format as described in Section III			
Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com for notification and retrieval)			
Proposer has completed, signed (blue ink) and included their Proposal Form			
If applicable, Proposer has provided a signed Conflict of Interest statement			
Proposer completed and included their Reference Form			
Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)			
Proposer has signed (blue ink) and included their Proposer's Insurance Requirements Acknowledgement			
Proposer has completed and included their Business Location Certification Statement (not required for Class "D")			
Proposer has included a copy of business tax receipt (occupational license)			
Proposer has signed and notarized & included their Non-Collusion Affidavit			
Proposer has completed and included their Vendor Certification Regarding Scrutinized Companies Form			
Proposer has read, understood, and submitted all required documentation for proposal evaluation.			

Authorized Signature

Company

Printed Name and Title

Date

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WASTE AND RECYCLING SERVICES

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SECTION I

INTRODUCTION & INSTRUCTIONS TO PROPOSERS

The Town of Redington Beach (hereinafter referred to as "Town") is requesting sealed Proposals for Solid Waste and Recycling Services.

PROPOSAL DUE DATE & TIME: Monday, September 18th 2020, at 5:00 P.M. Proposal packages shall be mailed or hand-delivered to the Redington Beach Town Hall, attn.: Town Clerk, 105 164th Avenue, Redington Beach, FL 33708. Proposals are to be received NO LATER THAN 5:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The Town will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of the Town Clerk will be the official authority for determining late Proposals.

NOTE: Proposals will not be opened on the same date and time as identified above. The proposal opening will be conducted in a public meeting to begin at Tuesday, September 19th 2020 at 10:00 A.M. **Only the NAME of the firms who submitted a response to this Request for Proposal will be read aloud.** The location of the opening will be the Town Hall Conference Room, 105 164th Avenue, Redington Beach, FL 33708.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. ***** – SOLID WASTE AND RECYCLING SERVICES." Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit six (6) complete sets with all supporting documentation:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink, plus one (1) readable PDF copy on a flash drive of the proposal complete with all supporting documentation.
- Five (5) hard-copies (marked "COPY")

Proposals submitted by facsimile, email, or remote upload service will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the Town. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements.

Proposals not submitted with the Town's Proposal Form may be rejected, unless stated otherwise in the Request for Proposal. If a Proposer wishes not to submit a Proposal, it is asked to complete and return the "NO PROPOSAL RESPONSE" on Page 1.

A non-mandatory pre-proposal meeting will not be held with respect to this solicitation.

For information concerning procedure for responding to this Request for Proposal (RFP), contact Town Clerk Missy Clarke at 727.391.3875. Such contact is for clarification purposes only. Material changes, if any, to the Request for Proposal, including the Scope of Services, will only be transmitted by written addendum.

All questions about the meaning or intent of the RFP Documents shall be submitted in writing and directed to the Town of Redington Beach, 105 164th Avenue, FL 33708, Attention: Town Clerk. Questions may also be sent via e-mail to townclerk@townofredingtonbeach.com. Proposers are responsible for verifying questions were received by the Town Clerk. Questions received less than fourteen (14) calendar days prior to proposal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

STANDARD TERMS & CONDITIONS

ACCEPTANCE AND REJECTION - The Town reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Town. The Town may award sections individually or collectively whichever is in its best interest.

ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL: If it becomes necessary to revise or amend any part of this Request for Proposals, the Town Clerk will furnish the revision by written Addendum to all prospective proposers who are recorded with the Town as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Proposers are responsible to check any of these locations for updates.

ADDITIONAL TERMS & CONDITIONS - The Town reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the Town to be in the best interest of the Town.

COMMITTEE MEETINGS & INFORMATION: Notice of the proposal review committee meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Town Hall, at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

CONFLICT OF INTEREST – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Town or of its agencies. Offerors must disclose the name of any officer or employee of Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Town in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity. See, Florida Statutes § 287.134(3)(d).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

EX PARTE COMMUNICATION: Ex Parte Communication means any oral or written communication relative to a solicitation, evaluation, award or contract controversy that occurs outside of an advertised public meeting or occurs with someone other than the Town Clerk.

- (A) Adherence to procedures which ensure fairness is essential to the maintenance of public confidence in the value and soundness of the important process of public procurement. Therefore, any ex parte communication between a bidder, proposer, contractor or protestant (or its employees, agents, lobbyists or representatives) and the Town (its Commissioners, employees, agents, legal counsel, contractors, or representatives) during the selection process and award is strictly prohibited. Ex parte communication is prohibited during the following

periods:

- (1) From the date of advertising of the solicitation through award of a contract; and
- (2) From initiation of a protest of an award or contract through resolution for the parties involved in the protest.

(B) **Exclusions:** This requirement shall not prohibit:

- (1) **Pre-Bid and Pre-Proposal Meetings:** If so provided by the Town, meetings called or requested by the Town Clerk and attended by bidders or proposers for the purpose of discussing a solicitation, evaluation or selection process including, but not limited to, substantive aspects of the solicitation document. Such meetings may include, but are not limited to, pre-bid or pre-proposal meetings, site visits to the Town's facilities or property, site visits to bidders' or proposers' facilities, interviews/negotiation sessions as part of the selection process, and presentations by proposers or submitting firms. Such authorized meetings shall be limited to topics specified by the Town Clerk.
- (2) Solicitation documents may provide for communications from bidders or proposers to designated Town staff or discussion at meetings called or requested by the Town pursuant to this subsection.
- (3) Addressing the Town Commission regarding non-procurement topics at public meetings.
- (4) The filing and processing of a written protest to any proposed award to be made pursuant to the solicitation, evaluation and selection process. Protest proceedings shall be limited to open public meetings, with no ex parte communications with other than the Clerk outside those meetings;
- (5) Contacts by the Town's current contractors but only in regard to:
 - a. any work being performed on Town projects unrelated to the solicitation, or
 - b. any Town projects under the prohibited ex parte communications for which the current contractors do not intend to submit a response or have not submitted a response to any solicitation documents for those projects;
- (6) Communications between the Clerk or other Town representatives and the bidder or contractor for routine matters arising from ongoing projects or contracts previously awarded;
- (7) Contacts by bidders and proposers (actual or potential) and the Town regarding other projects unrelated to the purchase for which the bidders or proposers (actual or potential) may intend to submit a response or have submitted a response to any competitive solicitation;
- (8) Communications between the Town Clerk and bidders and/or proposers (actual or potential) for matters regarding pending purchases. Written questions shall be made to the named contact person.
- (9) Violation of this provision shall be grounds to: disqualify the violator from the award of the purchase, void any award to or contract with the violator, and/or temporarily suspend or permanently debar the violator from future contracts with the Town.

INFORMALITIES - The Town of Redington Beach reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the Town Clerk. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the Town of Redington Beach.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGEMENT: By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses;

and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the Town's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The Town is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the public agency 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 in this chapter 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 the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the 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 the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the contractor has questions regarding the application of Chapter 119

Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the Town of Redington Beach Town Clerk, 105 164th Avenue, Redington Beach, Florida 33708; 727.391.3875 or townclerk@townofredingtonbeach.com.

QUANTITIES - The Town reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the Town may reasonably require. This includes but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The Town reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The Town reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the Town.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least five (5) business days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Town Hall, at <http://www.demandstar.com>, a link to which may be found on the Town's web page: <https://www.townofredingtonbeach.com>. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have internet access, may request a copy of the tabulation by contacting the Town Clerk.

RESPONSIBLE OFFEROR: A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR: A contractor, business entity or individual which has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including requirements as to form and substance.

SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT: Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and Florida Statutes § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes § 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

The company representative authorized to sign on behalf of the bidder/proposer, hereby CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Florida Statutes § 287.135 and Florida Statutes § 215.473, the submission of a false certification may subject the Respondent company to civil penalties, attorney's fees, and/or costs.

Bidder/proposer understands and agrees that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract

for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

TAX EXEMPTIONS - The Town of Redington Beach is tax exempt. The Town of Redington Beach's tax-exempt number is *****.

TIME FOR CONSIDERATIONS - Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

TRADE SECRETS - The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it

when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Town will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to Town solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the Town will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the Town, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the Town's legal counsel and, if Town legal counsel agrees with the designation, the Town will assert the exemption and redact the relevant materials. If the Town's counsel disagrees with the designation, Town staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Town notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

SPECIAL CONDITIONS

PERFORMANCE BONDS: When the successful bidder delivers the executed Agreement to Town, it shall be accompanied by the Bonds, Insurance Certificates and Endorsements required by the Agreement.

SECTION II

AGENCY OVERVIEW

The Town of Redington Beach, Florida, is located on a barrier island in the Gulf of Mexico. We are bordered by North Redington Beach to the north, Madeira Beach to the south, the Intracoastal Waterway on the east, and the Gulf of Mexico on the west. Redington Beach is primarily a waterfront residential community. Redington Beach is a state-chartered municipality, located in Pinellas County, west of Tampa, Tampa Bay and St. Petersburg. Our town is approximately 1 square mile in size.

(Please visit our official web site, <https://www.townofredingtonbeach.com>)

BACKGROUND

The Town's current exclusive franchise agreement with Progressive Waste Solutions of Florida, Inc., a Delaware corporation (Service Provider) was entered into on September 2nd 2014. The initial term of the Agreement was for three years, commencing October 1st 2014, and concluding September 30th 2017. The agreement provided for one three-year extension, which the Town and Service Provider mutually agreed to implement.

Currently, the Service Provider provides exclusive collection of approximately ***** residential accounts for solid waste, yard waste, bulky waste, electronic waste, white goods, tires and recyclable materials as well as commercial solid waste.

While the Town Code does allow for a franchise fee, the Town does not currently impose such a fee and does not seek to impose one through this RFP. As of August 31st 2020, the Town's Service Provider had approximately ***** active accounts. Each account has a minimum of 1 (one) solid waste container and 1 (one) recycle container which equals to approximately ***** containers. Containers are owned by residents, and the Town does not contemplate that model changing with the proposals it receives from this RFP. The current franchise agreement expires at midnight, Monday, November 30th 2020. See current franchise agreement (Attachment 5).

Current residential collection service includes the following:

- Once per week collection of solid waste in Town-provided and maintained 64-gallon containers.
- Once per week collection of single-stream recyclable materials in Town-provided and maintained 64- gallon containers.
- Once per week collection of yard waste, prepared in accordance with Town's Code of Ordinances.
- Once per week collection of bulky waste.
- On-call collection of white goods, electronic waste and tires.

Current Multi-dwelling collection service include the following:

- Collection of solid waste, from contractor-provided and maintained containers, at a frequency of no less than twice per week. Additionally, the Current Contractor provides weekly recycling services.

Current commercial collection service includes the following:

- Monday through Friday and (Saturday, if required by customer) automated collection of solid waste in contractor-provided and maintained containers.
- Collection of solid waste from containers at a frequency negotiated between the contractor and customer.

Current municipal collection services include the following:

- Twice per week collection of solid waste in Contractor-provided and maintained containers.
- Once per week collection of single-stream recyclable materials in contractor-provided and maintained containers.

The Current Contractor also provides solid waste and recyclable materials collection at ??? public locations and approximately ?? scheduled Town-sponsored community clean up events, at no additional charge.

Processing and disposal of all residential and commercial solid waste, yard waste, bulky waste, and recyclable materials collected pursuant to the Franchise Agreement is the responsibility of the Service Provider. Recyclable materials are required to be delivered to a licensed Material Recovery Facility (MRF) of the contractor's choosing.

The reported quantities (in tons) of solid waste, yard waste and recyclable waste collected from 2016 through 2018 are as follows:

YEAR	Solid Waste	Recycle	Yard Waste	Bulky Waste
2016	*****	*****	*****	*****
2017	*****	*****	*****	*****
2018	*****	*****	*****	*****

The current residential and commercial fee schedules are provided in **Attachment 1**. Also, the current collection schedule and map are provided in **Attachment 2**.

The current residential service rates are as follows:

- The Town residents pay the Service Provider the rate of \$***** per active residential account per month, evaluated once per year and changed based on adjustments to the consumer price index and diesel index in **Attachment 3**.
- Residential customers currently pay the Service Provider \$***** per active account per month. Additional charges can include \$*** for each additional container per month, \$*** delinquent account fee per occurrence, and a \$*** voluntary service start/stop per occurrence. Town rates to residents are approved each year by a fee schedule, the current example being attached at **Attachment 1**.

The current billing process is as follows: [process needs to be verified by Town]

- Residential account activation, termination, monthly billing, and collection of payment is completed by the Service Provider.
- The Service Provider directly bills its customers.
- Residential account information is maintained by the Service Provider, with reports of same being made available to the Town.
- Commercial and Multi-dwelling accounts are billed, serviced, and maintained by the Service Provider. The current statement of accounts is shown in **Attachment 7**.

The Current solid waste/recycle container process is as follows: [process needs to be verified by Town]

- Account activation, delinquency, or termination is received and processed by the Service Provider. The customers acquire and maintain their own solid waste and recycle containers.
- Each account activation requires a minimum of 1 (one) solid waste container and 1 (one) single-stream recycling container.
- Solid waste and recycling container cleaning are the responsibility of the customer.

SCOPE OF WORK

The Town of Redington Beach is requesting proposals from collectors for award of a Franchise Agreement to provide collection and transport services for single-family and multi-dwelling residential solid waste, recyclables, yard waste, bulky waste, white goods, electronic waste and tires; and, for commercial solid waste collected in individual containers, front-load containers/bins, and compactors Town-wide. The Collector shall comply with all federal, state, and local requirements and shall acquire and maintain all required permits and licenses.

This section describes the primary services to be provided by the selected Collector. Collectors may submit a draft franchise agreement with their proposal. While the Town will review such submittals, the Town's intention is to utilize its own form of agreement, which will be issued either contemporaneously with this RFP or as an addendum thereto.

A. Minimum Qualifications of Collector

The Town is seeking Collectors with the following experience:

1. A minimum of ten (10) years of experience providing solid waste collection services.
2. Has provided exclusive residential collection service, including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires in at least one jurisdiction with a population of 4,000.
3. Has provided exclusive commercial collection service in at least one jurisdiction in Florida.

B. Agreement Term and Franchise Fee

The Town intends to award an initial five (5) year contract to the successful Collector commencing on December 1st 2020 and terminating on November 30th 2025, with an option to renew for one additional five (5) year term at the discretion of the Town.

C. Residential Service Options

The Town is only requesting one base proposal as outlined below. In the proposal, the Collector will perform all billing and customerservice functions.

Base Proposal: Collector will provide twice weekly automated curbside solid waste collection, once per week automated single-stream recycling collection, once per week manual collection of yard waste, and on-call pickup of special collection bulky waste, white goods and electronic waste (tires if necessary).

The Collector shall provide a solution for solid waste and recycle container service from single-family residences for residents who register with the Collector as physically disabled and unable, by virtue of their disability, to place their containers, bulky waste, white goods, and/or electronic waste at the collection point.

While side yard pickup is provided by the current service provider at customer request and as marked on the route sheet, the Town desires a proposal which limits side yard pickup (which can create delays in completing routes and on-premises injuries) to instances where such pickup is required due to a resident's disability, as documented through a side yard pickup service application administered by Collector. Collector may charge an additional fee for this service.

D. Collection Route Schedule and Maps

1. Collector shall include a proposed route schedule and map for residential services.
2. Collector shall describe the collection route schedule and maps.

E. Recycling Information

Pursuant to Florida Statutes § 403.706(22), the Town provides the following required information:

1. The strategy and obligation of the Town to reduce the amount of contaminated residential recyclable material being collected is [Content to be provided by Town]. The strategy and obligation of the Collector to reduce the amount of contaminated residential recyclable material being collected shall be set forth in Collector's Proposal and incorporated into the eventual contract.
2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material will be that the Collector shall have the right to inspect recycle bins and to decline to remove any or all of the contents thereof if the Collector detects non-recyclable material therein. The Collector's Proposal must set forth the process it intends to use for documenting each instance where it rejects a recycle bin due to contaminating contents, and for subsequently reporting repeat violators to the Town for appropriate code enforcement action.
3. The remedies authorized by the Town to be used if the Collector determines that a container, cart,

or bin contains contaminated recyclable material are, first, customer education to be provided by the Collector in the form of written documentation, telephonic customer service interaction, and when useful in person interactions between a customer and Collector's field supervisors. In addition, Collector may propose reasonable and appropriate customer fees to defray the costs associated with these efforts. Repeat violators may also be referred to the Town Code Enforcement Officer for potential issuance of citations for violation of the Town's solid waste code.

4. The education measures that will be used to reduce the amount of contaminated recyclable material shall be those proposed by the Collector and approved by the Town, which must include at a minimum written materials provided to each current and new customer specifically setting forth what materials are, and are not, approved to be placed in a recycle bin, as well as the posting of this information on the Town's and Collector's websites. The enforcement measures to be used to reduce the amount of contaminated recyclable material within the Town are those set forth in paragraph 3 above.
5. The Collector shall propose in its Proposal a definition of the term "contaminated recyclable material" (recyclable material that is comingled or mixed with solid waste or other nonhazardous material) that it believes is appropriate for the local community in light of the prevailing market for the processing of such materials.

F. Town Facilities Service

1. The Collector shall provide, at no cost to the Town, collection of solid waste and recycling which is generated at property owned, leased, rented, and controlled by the Town.
2. The Town shall provide all bins, containers, dumpsters, and roll-off containers necessary to provide these facilities solid waste and recycling services. A list of Town facilities collection locations is available in **Attachment 4**. Collector shall also provide service to any new Town facilities added after the publication of this Request for Proposals.
3. The Collector shall provide, at no cost to the Town, collection of solid waste and recycling which is generated at one (1) Town annual event: Independence Day Celebration held in July at a location designated by the Town.

G. Commercial Service

1. Commercial solid waste collection shall be provided in the most efficient manner not less than once per week and at a greater frequency if required to protect the public health. If collection is more than once per day, the Collector may charge customer for extra collection.
2. Inasmuch as Florida Statutes § 403.7046 and § 403.713 prohibit local governments from restricting the flow of recovered materials for recycling, Collector will not be granted the exclusive right to collect commercial recyclable materials. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open market" and non-exclusive to the Collector.
3. While the Town presently addresses recycling, the Collector shall assist the Town with the development and periodic refinement of its commercial recycling program for commercial establishments and businesses.

H. Multi-Dwelling Service

Multi-dwelling solid waste collection shall be provided to multi-dwelling residential units in the most efficient manner with twice weekly solid waste collection, once per week single-stream recycling collection, once per week yard waste collection, and once per week pickup of special collection bulky waste, white goods and electronic waste (tires if necessary).

I. Yard Waste Service

Yard waste collection shall be provided not less than one (1) time per week. There shall be no limit to the quantity of yard waste that will be collected from each residence so long as the yard waste is prepared in accordance with the Town Code and Collector's published preparation rules.

J. Bulky Waste, White Goods, Electronic Waste and Tires Services

1. Collector shall provide on-call curbside collection of bulky waste (including move-out piles on all public right-of way), white goods, electronic waste, and tires. Collector shall process and dispose of all bulky waste and white goods in accordance with all applicable laws.
2. Collector shall make good efforts to maximize the recycling of collected materials. Collector shall transport collected materials that cannot otherwise be recycled to the designated disposal site.
3. Services shall be provided to all residential premises, including multi-dwelling residences, at no additional cost to the residents or Town. Notwithstanding, Collector may charge for Freon removal from Freon-containing appliances.
4. Collector shall ensure pick-up of bulky waste, white goods, electronic waste and tires within three (3) business days of the "on-call" request from the address by which the bulky waste, white goods, electronic waste and/or tires was set out or reported by a wheel out resident.
5. Collector shall provide collection for four (4) tires per year to each single-family residence.

K. Construction and Demolition Debris Services

1. Collector has the right, but not the exclusive right, to collect construction and demolition debris. The collection of construction and demolition debris shall be performed in conformance with all standards adopted by the Town Commission by ordinance or resolution.
2. Collector may provide these services at competitive rates that shall not be controlled by the Franchise Agreement.
3. Residential residents may place small amounts of containerized C&D debris resulting from minor home improvement projects in their containers as part of regular residential collection service.

L. Hazardous Waste Notifications and Procedures

1. The collection, transportation and disposal of hazardous waste designated by OSHA in accordance with 40 C.F.R. Part 261 *Identification and Listing of Hazardous Waste*, and any materials specified in 40 CFR Part 262 as specifically beyond this scope of work. Collector shall take all reasonable steps necessary to prevent hazardous waste from being collected, transported, or disposed of by Collector, including by educating customers. A Hazardous Waste list found in **Attachment 6**.
2. Collector shall provide a tag for which containers contain hazardous waste and shall keep a record of all residents who have received a tag for depositing hazardous waste items. The tag shall notify the resident where the waste items contained therein may be properly disposed.
3. Collector shall notify all agencies with jurisdiction, including local emergency response providers, and if appropriate, the National Response Center, of reportable quantities of hazardous waste, found or observed by Collector anywhere within the Town, including on, in, under or about Town owned property and Town waste containers. In addition to other required notifications, if Collector observes any substances which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed of or released on Town owned property, including but not limited to streets in the Town, storm drains, or public rights of way, Collector also shall immediately notify the Town.
4. Collector shall not be responsible for collection and disposal services for bio-hazardous waste, biological waste, hazardous waste, sludge, and special waste. However, to the extent qualified and licensed, Collector may contract with persons and entities within the service area, along with other

qualified and licensed contractors, to provide for such collection and disposal services. Collector shall directly bill such persons and entities for such services at a rate mutually agreed on between Collector and such persons and entities.

M. Emergency Response

1. The Town has a separate debris recovery and removal contract which at its sole discretion can be initiated and utilized in the event of a declared disaster. [Town to verify]
2. The Town reserves the right to negotiate with the awarded vendor for collection of emergency/natural disaster debris. The Town agrees that it shall pay the Collector for such additional services in an amount mutually agreed upon by the Town and the Collector, provided the Town has authorized such work in advance. Collector in turn must agree to create and maintain records sufficient for the Town to seek reimbursement from FEMA where such reimbursement becomes available.
3. Nothing in this agreement shall exclude the Town from using its own workforce and equipment, or other contractors, for removal of debris or solid waste after such disaster event.

N. Containers for Residential Services

1. The Town's model of solid waste collection surrounds individual customer ownership of solid waste containers. Therefore, Collector shall not be responsible for providing residential containers.
2. If, in the future, the Town determines that it is in the best interests of the Town and its residents to migrate to a model wherein the Collector provides standardized containers, Collector shall have the opportunity to negotiate an amendment to the Agreement addressing that transition.

O. Residential Billing

1. Currently the Service Provider bills solid waste customers through its own billing system. Collector is expected to perform billing services under the awarded contract. Collector shall describe their policies and procedures to be used for billing services.
2. Collector shall include a description of proposed non-payment procedures. Periodic billing and delinquent reports shall be submitted to the Town both to allow for Collector's performance and to enforce Town Code with respect to collections.

P. Transition Plan

1. Collector shall describe its proposed strategies to ensure a smooth transition from current Service Provider (assuming the Collector proposing is not also the current Service Provider) to the successful Collector.
2. The proposed transition plan is of critical importance to the Town. In the transition plan, Collector must describe the following:
 - i. Proposed transition plan must meet or exceed the current level of service for solid waste and recycling services currently provided.
 - ii. Individual or group of individuals that will oversee the execution of the transition plan.
 - iii. Overall schedule for the transition.

Q. Index Price Adjustments

The relative price or market index to be used for CPI adjustments shall be based on the annual Consumer Price Index for All Urban Consumers (SPI-U) for the South Region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period for changes in which the CPI will be measured from the average of the twelve (12) month period ended March 31, 2021 and every March 31st thereafter, compared

R. Value Added Elements

Town desires a partnership that will support sustainability, education and community building initiatives. Collector shall provide a description of the initiatives they can offer the Town with their proposal. Proposers will provide a written response to the following items:

1. Green/Environmentally friendly initiatives - both related to internal operations and external service provisions.
2. Describe your current recycling program and identify any strategies being implemented to strengthen and improve successful recycling to reduce landfill impacts.
3. Public Outreach/Communication/Education – include a marketing plan with schedule for outreach, including strategies for community-wide reduction of single stream recycling contamination.
4. Examples of past community improvement and engagement events.

S. General

1. The Successful Proposer will appoint one of their employees as the key contact for approval by the Town's Mayor.
2. It is the Town's belief that the service required is adequately described herein. Therefore, any negotiated contract, which may result from this RFP, will include the entire effort required of the proposer to provide the service described.

SECTION III

REQUEST FOR PROPOSAL TIMELINE

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	08/??/2019
Pre-Proposal Conference	N/A
Deadline for Questions	09/13/2020 at 5 pm
Submission Deadline (RFP close date)	09/18/2020 at 5 pm
RFP Opening Date	09/19/2020 at 10 a.m.
Short List Created	NLT 09/25/2020
Interviews/Presentations, if needed	09/28/2020
Final Selection	09/29/2020
Commission Consideration to negotiate	10/06/2020
Commission Consideration to award	10/13/2020
Contract Award	10/13/2020

EVALUATION PROCEDURE

All proposals will be subject to a review and evaluation process. It is the intent of the Town that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The Town will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP which are pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 5 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- | | Description |
|-----|--|
| 0= | No information provided for the specific criteria. Proposer failed to address the criteria. No documentation was provided. |
| 1= | "Poor" : Proposal is lacking or inadequate in most basic requirements for the specific criteria. |
| 2= | "Below Average" : Proposal meets many of the basic requirements for the specific criteria, but is lacking in some essential aspects. |
| 3= | "Average" : Proposal adequately meets the minimum requirements of the specific criteria, and is generally capable of meeting the Town's needs. |
| 4= | "Above Average" : Proposal more than adequately meets the minimum requirements of the specific criteria and exceeds those requirements in some respect. |
| 5 = | "Excellent" : Proposal exceeds the minimum requirements in most aspects of the specific criteria. |

NOTE: The Committee members' score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 5 X's weighted value of 10 = Maximum of 50-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost and location will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the Town, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Town in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Town may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

CRITERIA

Proposers shall include the following information in their written response document.

- Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.
- Submit packages in the format outlined below.
- Submittals should be concise and provide only the information requested. Additional data will not be considered.

Title Page: (Non-scored)

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: (Non-scored)

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

Tab 2 – Completed Forms: (Non-scored)

- Proposer's Information Form (page-1)
- Check List of Submittal Requirements (pages 2)

Tab 3 - Table of Contents: (Non-scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Summary of Qualifications: (maximum 5 x 2 = maximum 10 points)

- Provide evidence of a minimum of 10 years' experience providing solid waste collection services;
- Provide evidence of having exclusive residential collection service including solid waste, recyclable materials, yard waste, bulky waste, white goods, electronic waste and tires, to at least one community with a minimum residential population of 4,000;
- Provide evidence of having exclusive commercial collection service in at least one Florida jurisdiction;
- Provide a brief discussion about Collector's business history and current purpose/function in the marketplace.
- Indicate specifically the members of the firm who will have primary responsibility for the Town's contract and provide a brief resume for each. Also indicate all key individuals, and their tasks and/or areas of expertise.

Tab 5 – Project Approach / Methodology: (maximum 5 x 3 = maximum 15 points)

- Provide a proposed route schedule and map for residential services;
- Provide a detailed description of how your collection route schedule shall run; include maps;
- Describe your commercial recycling program;
- Describe your approach to multi-dwelling residential unit collection of solid waste and recycling;

- Provide your procedure for tagging of hazardous waste; include your process to notify citizens;
- Provide your procedure for notifying applicable government agencies of reportable quantities of hazardous waste found or observed by you anywhere within the Town; including on, in, under or about Town-owned property and Town waste containers;
- Describe in detail your process to transition billing from the current Service Provider (unless proposal is from that Provider); provide your process for non-payment procedures;
- Provide a list of standard reports that will be available to the Town;
- Provide your response to Section Q – Value Added Elements;
- Any deviations from scope of work requirements will be discussed in this section.

Tab 6 – Transition Plan: (maximum 5 x 8 = maximum 40 points)

- Describe in detail your transition plan if you are not the current Service Provider. At a minimum, include the following:
 - Your proposed strategy to ensure a smooth transition;
 - Your strategy to meet or exceed the current level of service;
 - Identify the group of individuals who will oversee the execution of the transition plan; provide a brief resume for each;
 - Provide a timeline for the transition.

Tab 7- Proposed Cost: (maximum 35 points)

All costs associated with delivering the requested services shall be detailed in the format requested in this RFP.

- Base Proposal plus sum of all other groups (multi-dwelling and commercial)

Points for cost will be considered separately for each of the two Categories (base or alternate proposal) so Town staff can recommend the category and Collector that best meet the needs of the Town.

Calculation of points for cost will be completed as described in the following EXAMPLE for each category. Lowest Cost Proposed with a weighted multiplier of 35% of an available 100% total value (35-points):

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	35	35.00
Company #2	\$108,000.00	\$100,000.00	92.6%	35	32.41
Company #3	\$120,000.00	\$100,000.00	83.3%	35	29.17

Tab 8 - Additional Required Proposal Submittal Forms: (Non-scored)

Identical Tie Proposal Sheet (if applicable); Proposer's Insurance Requirements Acknowledgement; Business Tax Receipt; Non-Collusion Affidavit; Corporate Resolution (if applicable), Vendor Certification Regarding Scrutinized Companies Form; Collector's proposed Franchise Agreement (Note any proposed agreement will be given consideration, but the Town intends to utilize its own form of Agreement as has either been issued at the same time as this RFP at **Attachment 8**, or which will be provided shortly thereafter by addendum to **Attachment 8**).

Tab 9– References (Non-scored)

Provide a listing of three (3) comparable client references that are using the company's services. (NOTE: The Town may, at its sole discretion, require a complete list of customers from proposer(s) being considered for award.) At its discretion, the Evaluation Team may request and tabulate written references and make a report to the Team or assign a Team member to do so. Reference checks are typically completed on the short-listed firms only; however, the Town reserves the right to expand reference checks to other firms or during other phases of the evaluation process. Consideration of responses received from reference checks may be given during the final selection process.

SELECTION PROCESS

In general, the Town wishes to avoid the expense to the Town and to proposers of unnecessary oral interviews. Therefore, the Town will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, a short-list will be developed. The selection committee will conduct discussions with the short-listed firms. The committee will recommend a ranking to the Town Commission, which will make all final ranking and selection decisions.

Formal Oral Presentations/Interviews (If Requested) (maximum 5 X 2 = maximum 10 points)

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations are exempt from Public Meeting requirements.

The Town Clerk will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to proposers with the notifications.

The Town will allot equal time for each proposer divided into three sequential parts: formal presentations, questions and answers, and discussion. Oral interviews/presentations will provide an opportunity for the proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

Final Ranking and Recommendation for Award

After Oral Presentations/Interviews, the Committee members will have the opportunity to score oral presentations/interviews for all selected proposers and determine a final ranking of proposers considered to be most capable of performing the required project in the best interest of the Town.

The Committee's final ranking will be provided to the Town Clerk. Additional clarification may be requested during this process. The Clerk will send the Evaluation Team's recommendation and results to the Department Director primarily responsible for review and consent. The Clerk will then provide the final recommendation to the Town Commission, the decision of which will be final.

SECTION IV

Pricing Form And Required Documentation

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 1 OF 5**

The undersigned declares that, after examining the Proposal Documents for the above referenced project, she/he does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the company.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any contract terms mutually agreed-upon by the Town and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____
Addendum No: _____	Dated: _____	Addendum No: _____	Dated: _____

The Town desires to enter into this Agreement only if in so doing the Town can place a limit on the Town's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into an Agreement with the knowledge that the Contractor's recovery from the Town to any action or claim arising from such Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the Town to Contractor pursuant to such Agreement. Nothing contained in this paragraph or elsewhere in such Agreement is in any manner intended either to be a waiver of the limitation placed upon the Town's liability as set forth in Florida Statutes § 768.28, or to extend the Town's liability beyond the limits established in said Section; and no claim or award against the Town shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the Town from taking corrective action against the Contractor.

 Authorized Signature

 Company

 Printed Name & Title

 Telephone Number

 Date

 E-mail Address

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 2 OF 5**

The number of households listed below for Residential Services will be used solely to compare one proposal to another and is not an indication of actual number of households being serviced.

RESIDENTIAL – CATEGORY 1

Description of Services	# of Households 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
<u>BASE PROPOSAL</u> ▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires (4 per year)	41,000	\$	\$

MULTI-DWELLING SERVICE

Description of Services	# of Dwellings 'A'	Monthly Fee 'B'	Total Monthly Service Fee 'A' times 'B'
▪ Solid Waste Collection 2x/week ▪ Recycling 1x/week ▪ Yard Waste 1x/week ▪ On-Call Bulky Waste, White Goods, Electronic Waste ▪ Tires, if necessary	48	\$	\$

Collector Name _____

PROPOSAL FORM
RFP NO. *, SOLID WASTE AND RECYCLING SERVICES SHEET 3 OF 5**

NOTE: The Town reserves the right to negotiate other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Business Container

Description of Services

Monthly Fee

Collector Name _____

PROPOSAL FORM
RFP NO. **, SOLID WASTE AND RECYCLING SERVICES SHEET 4 OF 5**

NOTE: The Town reserves the right to negotiates other sizes / frequencies with the awarded Collector.

COMMERCIAL – FEL Multi-Family Containers

<u>Description of Services</u>	<u>Monthly Fee</u>
--------------------------------	--------------------

COMMERCIAL CART SERVICE

<u>Description of Services</u>	<u>Monthly Fee</u>
--------------------------------	--------------------

PROPOSAL FORM
RFP NO. ***, SOLID WASTE AND RECYCLING SERVICES SHEET 5 OF 5**

NOTE: The Town reserves the right to negotiate other sizes / frequencies with the awarded Collector.

ROLLOFF OPEN TOP

<u>Description of Services</u>	<u>Monthly Fee</u>
--------------------------------	--------------------

Authorized Signature

Company

Printed Name & Title

Date

REFERENCES

Provide a minimum of three references for which the collector is currently providing the types of requested services (or have provided within the last 8 years). One reference must be for a residential jurisdiction with at least 4,000 residents. One reference must be from a commercial client in Florida.

1. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

2. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

E-Mail Address _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

3. Company Name _____

Contact Name and Title _____

Address _____

Phone Number _____

Email: _____

Length of contract or business relationship: Start Date _____

End date _____

Contract Value \$ _____

Description of work provided on this contract _____

IDENTICAL TIE PROPOSALS

The Town elects to adopt, for purposes of this RFP, the requirement set forth in Florida Statutes § 287.087, which requires state agencies and political subdivisions to provide preference, in the event solicitation responses are equal/undistinguishable, to businesses with drug-free workplace programs. Therefore, whenever two or more proposals that are equal with respect to price, quality, and service, are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. The Town's procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature

Company

Date

**TOWN OF REDINGTON BEACH
PROPOSER'S INSURANCE REQUIREMENTS ACKNOWLEDGEMENT
RFP ***** , SOLID WASTE AND RECYCLING SERVICES**

STANDARD INSURANCE REQUIREMENTS

Before starting and until acceptance of the work by the Town, the Awarded Proposer shall, as a minimum mandatory condition precedent to this work, procure and maintain insurance of the types and to the limits specified below, at their own expense and without cost to the Town, until final acceptance by the Town of all products or services covered by the purchase order or contract. The policy limits required are to be considered minimum amounts.

The Certificate of insurance shall be made to the Town of Redington Beach, 105 164th Avenue, Redington Beach FL 33708, and should reference the operation.

Prior to renewal, non-renewal, cancellation, or change or modification of any insurance policy, at least 30 days advance written notice shall be given to the Town of Redington Beach.

Minimum coverage with limits and provisions are as follows:

- A. Commercial General Liability: The Successful Proposer shall provide minimum limits of \$1,000,000 each occurrence, \$2,000,000 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and ensuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing with any insurance maintained by the Town of Redington Beach and shall name the Town of Redington Beach as an additional insured with waiver of subrogation noted on the Certificate of Liability. The policy of insurance shall be written on an "occurrence" form.
- B. Business Automobile: Successful Proposer shall provide minimum limits of liability of \$5,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
 - Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. Umbrella/ Excess Liability: Successful Proposer shall provide umbrella/excess coverage with limits of no less than \$1,000,000.00 excess of Commercial General Liability, Automobile Liability and Employers Liability. *This coverage is optional if Successful Proposer has \$2,000,000 General Aggregate under the Commercial General Liability Policy. **
- D. Workers' Compensation: The Successful Proposer shall provide and maintain workers' compensation insurance for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the Town of Redington Beach MUST be included on that PEO roster. Said policy must include Employers' Liability insurance with limits of no less than:
 - Each Accident \$ 100,000.00
 - Disease – Policy Limit \$ 500,000.00
 - Disease – Each Employee \$ 100,000.00

Initial Here

Successful Proposer shall further ensure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

Other Insurance Provisions: The Town of Redington Beach is to be specifically included on all certificates of insurance as a named additional insured (with exception to Workers Compensation). Waiver of Subrogation is required for Commercial General Liability and Automobile Liability. All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

Deductible Clause – Successful Proposer to declare self-insured retention or deductible amounts.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Successful Proposer to ensure that all subcontractors comply with the same insurance requirements spelled out above. The Town may request a copy of the insurance policy according to the nature of the project. Town reserves the right to accept or reject the insurance carrier.

Authorized Signature

Company

Printed Name & Title

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
 COUNTY OF _____

_____, being duly sworn, deposes and says that:

- (1) He/she is _____ of _____,
 Title Firm/Company
 the Proposer that has submitted the attached Proposal.
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.
- (3) Such Proposal is genuine and is not a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Town of Redington Beach, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

 (Title)

STATE OF FLORIDA
 COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this _____ by
 _____, who is personally known to me or who has produced
 _____ as identification and who did (did not) take an oath.

 (Signature of Notary Public)

 (Name of Notary, typed, printed or stamped)

 (Notary's Seal) (Serial Number)

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

Florida Statutes § 287.135 and § 215.473 prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Florida Statutes § 287.135 and § 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes § 287.135 and § 215.473, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the Town may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

Print Name_____
Signature

Attachment 1 – Current Fee Schedule

[Content to be provided by Town]

Attachment 2 – Current Collection Schedule and Map

[Content to be provided by Town]

Attachment 3 – Sample Index Price Adjustments**CPI for All Urban Consumers (CPI-U)****Original Data Value**

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Series Title: All items in U.S. city average, all urban consumers, not

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Years: 2015 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101				

Attachment 4 – City Facilities Locations

[Content to be provided by Town]

Attachment 5 – Current Franchise Agreement

[Content to be provided by Town]

Attachment 6 – Definition of Special Waste**Definition of Special Waste**

Any waste meeting one or more of the descriptions that follow is a "special waste":

- a) Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing, and debris from lab spills or cleanup and floor sweepings.)
- b) Articles, equipment, and clothing containing or contaminated with polychlorinated biphenyls (PCB's). (Examples would be: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCB's, etc.)
- c) PCB drainings and flushings removed from PCB articles and placed directly into transport containers.
- d) "Empty" containers of waste Commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the products or chemical. Examples of such containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined RCRA "empty" according to the criteria specified at 40 C.F.R. § 261.7).
- e) Asbestos containing waste from building demolition or cleaning. (This applies to asbestos-bearing waste insulation materials, such as wall board, wall spray coverings, pipe insulation, etc.)
- f) Commercial products or chemicals: Off-specification, outdated, contaminated or banned. (This also includes products voluntarily removed from the marketplace by a manufacturer or distributor, in response to allegations of adverse health effects associated with product use.)
- g) Residue and debris from cleanup of spills or releases of a single chemical substance or commercial product or a single waste which would otherwise qualify as a miscellaneous Special Waste.
- h) Infectious waste (Any waste from a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, university medical laboratory, etc., that is contaminated with, or may be contaminated with, an infectious agent that has the potential of inducing infection.)
- i) Animal waste and parts from slaughterhouses or rendering plants.
- j) Waste produced by the mechanical processing of fruit, vegetables or grain. (This includes such wastes as rinds, hulls, husks, pods, shells and chaff.)
- k) Pumpings from septic tanks used exclusively by dwelling units. (Single-family homes, duplexes, apartment buildings, hotels or motels.)
- l) Sludge from a publicly owned sewage treatment plant serving primarily domestic users.
- m) Grease trap wastes from residences, restaurants, and cafeterias not located at Industrial facilities.
- n) Wash water wastes from commercial car washes.
- o) Wash water wastes from commercial laundries or laundromats.
- p) Chemical-containing equipment removed from service. (Examples: Cathode ray tubes, batteries, fluorescent light tubes, etc.)
- q) Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.
- r) Closed cartridge filters from dry cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids.)

- s) Containerized Waste. To include, but not limited to, a drum, barrel, or portable tank.
- t) Waste transported in a bulk tanker.
- u) Liquid Waste. For purposes of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095).
- v) Sludge Waste.
- w) Waste from an industrial process. Waste which requires special handling.
- x) Waste from a pollution control process.
- y) Residue or debris from the cleanup of a spill or release of chemical substances, Commercial products, or wastes listed in paragraphs (s) through (x) of this list.
- z) Soil, Water, Residue, or Debris. Articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in paragraph (s) through (y) of this list.
- aa) Residential Wastes. Only if a rule issued pursuant to Chapter 403, Florida Statutes, or a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition, occurs after the Effective Date of the agreement, requiring additional material management that differs from the requirements applicable on the Effective Date.
- bb) Waste Tires from a Commercial establishment.

The disposal of all items defined as Special Waste is the responsibility of the property owner.

Attachment 7 – Current Commercial & Multi-Dwelling Account Costs

[Content to be provided by Town]

Attachment 8 – Town Franchise Agreement Form

[attach if ready by time RFP is issued, otherwise, post it as an addendum when ready]

FORWARD PINELLAS

P: (727) 464.8250

F: (727) 464.8212

forwardpinellas.org

310 Court Street

Clearwater, FL 33756



AUG 20 2020

August 18, 2020

The Honorable Nick Simons, Mayor
Town of Redington Beach
105 164th Avenue
Redington Beach, FL 33708

RE: Forward Pinellas Membership Appointment/Re-appointment

Dear Mayor Simons:

At the end of this year the rotating-seat appointments to the Forward Pinellas Board will expire. This includes the term for your community's representative, Mayor Cookie Kennedy, who represents the beach communities (excluding Clearwater). Forward Pinellas's operating procedures call for your representative to be appointed by January 1, 2021, with the term lasting for two years. The current representative is eligible for one additional two-year term. Therefore, we ask your local governing body to determine if it would like to nominate Mayor Kennedy for reappointment, or if it would like to make a different nomination.

As one of the 10 barrier island communities that share a representative on the board, your local government is being asked to participate in the member appointment process developed by the Barrier Islands Governmental Council (BIG-C):

- Step 1: Each BIG-C municipality (excluding Clearwater) shall take formal action to either nominate one of its own elected officials, support the nomination of an elected official from another community or the re-appointment of the current representative. The name of that individual should then be transmitted to Patrick Soranno, President of the BIG-C, 19305 Gulf Blvd. Indian Shores, FL 33785, by October 14th;
- Step 2: After nominations are received, at its next regularly scheduled meeting, the BIG-C, by majority vote, shall recommend an appointment;

- Step 3: The municipal government board on which the recommended elected official serves shall confirm the appointment; and
- Step 4: The municipal government board on which the recommended elected official serves shall transmit the name of the appointee to Forward Pinellas.

It will be important to coordinate this Forward Pinellas appointment with the other beach communities by October 14th to allow time for the BIG-C to make its recommendation and for the local government on which the elected official serves to confirm the appointment.

Please contact myself or Tina Jablon at 727-464-5307 if more information or clarification is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Whit Blanton', with a stylized flourish at the end.

Whit Blanton, FAICP
Executive Director

cc: Patrick Soranno, President, BIG-C
Missy Clarke, Clerk, Town of Redington Beach
Mayor Joanne "Cookie" Kennedy, Forward Pinellas Representative



THOMAS J. TRASK, B.C.S.*
JAY DAIGNEAULT
ERICA F. AUGELLO
RANDY MORA, B.C.S.*
ROBERT M. ESCHENFELDER, B.C.S.*
PATRICK E. PEREZ
DAVID E. PLATTE
JEREMY SIMON

** Board Certified by the Florida Bar in
City, County and Local Government Law*

MEMORANDUM

DATE: August 26, 2020

TO: Mayor James "Nick" Simons
Vice Mayor David Will
Commissioner Fred Steiermann
Commissioner Tom Dorgan
Commissioner Tim Kornijtschuk

FROM: Jay Daigneault, Esq., Town Attorney

RE: Redington Beach Code Revision Project: Chapter 18 (Solid Waste)

Dear Mayor, Vice Mayor, and Commissioners:

As you will recall, the Town Commission assigned the Town Attorney's Office to conduct a "top to bottom" review of the Town Code (minus the Land Development Code) with the goal of modernizing the Code and ensuring it was up to date.

The Town has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town. The Town Commission regularly adopts ordinances amending the Code. However, many portions of the Code existing prior to this update assignment date back to 1980, with other portions of the Code not having been updated for ten or more years. Since part of the Commission's duties include the necessity to ensure that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions, it made this review and update assignment.

As you know, in processing the assignment, I am delivering it to the Commission in segments as this will be easier for both Commissioners and interested citizens to focus on with respect to what changes are being recommended.

This submission addresses Chapter 18 of the Code which concern solid waste collection services within the Town.

Before reviewing the revisions recommended, I would note the legal issues and analysis which has informed my recommendations.

First, as to the laws applicable to municipal authority related to solid waste collection, Florida Statutes § 180.06(5) provides that a municipality is authorized to provide for the collection and disposal of garbage. In addition, Florida Statutes § 403.706(1) provides that municipalities are responsible for collecting and transporting solid waste from their jurisdictions to a solid waste disposal facility operated by or under a contract with a county.

With respect to the establishment of rates, Florida Statutes § 403.7063 requires that, in providing services or programs for solid waste management, local governments should use the most cost-effective means for the provision of services, and are encouraged to contract with private persons for any or all of such services or programs in order to assure that such services are provided on the most cost-effective basis.

While municipalities do have the right, under certain conditions, to operate their own solid waste collection services, the law favors a strong private-sector presence in this field. For instance, Florida Statutes § 180.14 provides that a municipality's governing board may grant to a private company or corporation the privilege or franchise of exercising the municipality's corporate powers for such terms of years not longer than 30 years, and upon such conditions and limitations as may be deemed expedient and for the best interest of said municipality for the accomplishment of the collection and disposal of garbage, and that the rates or charges to be made by the private company or corporation to the individual users of the garbage and disposal service operated under said franchise shall be fixed by the municipality's governing board.

As to a municipality's ability to recover unpaid fees, Florida Statutes § 180.13(2) provides that a municipality's governing board may establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person, firm or corporation whose premises are served thereby; and provided further, that if the charges so fixed are not paid when due, such sums may be recovered by the said municipality by suit in a court having jurisdiction of said cause or by discontinuance of service of such utility until delinquent charges for services thereof are paid, including charge covering any reasonable expense for reconnecting such service after such delinquencies are paid, or any other lawful method of enforcement of the payment of such delinquencies.

Additionally, Florida Statutes § 166.201 provides that a municipality may raise by user charges or fees authorized by ordinance, amounts of money that are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law. Further, Florida Statutes § 197.3632 allows local governments authorized to impose non-ad valorem assessments to use the uniform method of collecting such assessments in that section, and the Florida Attorney General has opined in AGO 90-39 that a solid waste assessment imposed by a local government upon a determination that the collection and disposal of solid waste constitutes a benefit to all properties equal to or in excess of the cost of providing the services is a non-ad valorem assessment which may be collected pursuant to Florida Statutes § 197.3632.

Unfortunately, this right is limited as to rental properties. Florida Statutes § 180.135 prohibits a municipality from imposing a lien against rental property where tenants contracted directly for utility services. However, setting aside this limitation, Florida Statutes § 173.01 provides that the lien of any special assessments, including those associated with unpaid utility fees, imposed by any municipality upon real estate may be foreclosed by such municipality by suit in chancery.

Against that statutory framework, my review of current Chapter 18 of the Town Code as well as a survey of the solid waste codes of other similar Florida communities reveals that many of the provisions thereof have become outdated. Overall, the chapter has not kept up with developments in both law and policy, including detailed provisions concerning recycling, enforcement and collection options, obligations of the collection provider, and the ability to recover a franchise fee.

Revisions to Chapter Eighteen

With that overview, in the attached draft ordinance, I am recommending:

- The new sections 18-20 and 18-21 provide a more detailed enforcement scheme, and include fine amounts more in keeping with the serious nature of these violations.
- The new section 18-24 will provide, for the first time, the potential for fees and fines to be imposed on the private waste contractor as opposed to just on the customers. This would make “holding a provider’s feet to the fire” easier than the often more time-consuming process of contract enforcement.
- The new sections 18-37, 18-38, and 18-100-101 provide greater detailed regulation as to removal and disposal of biohazardous and industrial wastes.
- The new section 18-46 brings the code into compliance with the various Florida statutes governing the collection of fines and fees, including liens which result therefrom.
- The new section 18-63 affords the opportunity for the Town to collect a franchise fee from the collection contractor selected to provide services.
- New section 18-65 allows the Town to receive a detailed monthly report of the collector’s activities which will assist the Town in monitoring and evaluating the provider’s performance.
- New Division 4, sections 18-84 to 18-89, provide new, detailed regulations governing “specialty contractors” including roll-off and portable container contractors.

I emphasize that some of the new provisions in this draft ordinance are centered around policy choices, not legal mandates. I have included them after having conducted a comprehensive review of the solid waste codes of other Florida municipalities with similar communities and solid waste needs as they appear to be “best practices” or otherwise worthy of consideration by the Board of Commissioners. Therefore, any such provisions which, upon consideration, the Commission does not desire to retain in the draft may easily be removed before the ordinance reaches final adoption.

In that same regard, you will note that I have provided a variety of fee/fine amounts within the draft. Again, should the Commission wish to revise these that may easily be done between now and final adoption.

As always, please do not hesitate to contact me should you have concerns regarding this matter.

/s/ Jay Daigneault, Esq.
Town Attorney

ORDINANCE NO. 2020 - **

AN ORDINANCE OF THE TOWN OF REDINGTON BEACH, FLORIDA, REPEALING AND REPLACING CHAPTER 18 (SOLID WASTE) OF THE TOWN CODE TO REMOVE OUTDATED, PREEMPTED OR UNENFORCABLE PROVISIONS AND TO INCORPORATE CURRENT STATE AND FEDERAL LAW REQUIREMENTS; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Redington Beach (the Town) has codified its ordinances over time into a Town Code (the Code) which sets forth the cumulative law of the Town; and

WHEREAS, the Town Board of Commissioners (the Commission) regularly adopts ordinances amending the Code; and

WHEREAS, however, many portions of the Code date back to 1980, with other portions of the Code not having been updated for ten or more years; and

WHEREAS, part of the Commission's duties include ensuring that the Town's ordinances, as codified in the Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Town operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, in light of the foregoing, the Commission has charged the Town Attorney with the task of conducting a complete review of the Town's Code (excluding the Land Development Code) and to bring forward any recommended revisions to the Code which would alleviate any of the aforementioned potential concerns with the Code's current text; and

WHEREAS, Chapter 18 of the Code addresses solid waste collection; and

WHEREAS, Florida Statutes § 180.06(5) provides that a municipality is authorized to provide for the collection and disposal of garbage; and

WHEREAS, Florida Statutes § 403.706(1) provides that municipalities are responsible for collecting and transporting solid waste from their jurisdictions to a solid waste disposal facility operated by or under a contract with a county; and

WHEREAS, Florida Statutes § 403.7063 requires that, in providing services or programs for solid waste management, local governments should use the most cost-effective means for the provision of services, and are encouraged to contract with private persons for any or all of such services or programs in order to assure that such services are provided on the most cost-effective basis; and

WHEREAS, Florida Statutes § 180.14 provides that a municipality's governing board may grant to a private company or corporation the privilege or franchise of exercising the municipality's

corporate powers for such terms of years not longer than 30 years, and upon such conditions and limitations as may be deemed expedient and for the best interest of said municipality for the accomplishment of the collection and disposal of garbage, and that the rates or charges to be made by the private company or corporation to the individual users of the garbage and disposal service operated under said franchise shall be fixed by the municipality's governing board; and

WHEREAS, Florida Statutes § 180.13(2) provides that a municipality's governing board may establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person, firm or corporation whose premises are served thereby; and provided further, that if the charges so fixed are not paid when due, such sums may be recovered by the said municipality by suit in a court having jurisdiction of said cause or by discontinuance of service of such utility until delinquent charges for services thereof are paid, including charge covering any reasonable expense for reconnecting such service after such delinquencies are paid, or any other lawful method of enforcement of the payment of such delinquencies; and

WHEREAS, Florida Statutes § 166.201 provides that a municipality may raise by user charges or fees authorized by ordinance, amounts of money that are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law; and

WHEREAS, Florida Statutes § 197.3632 allows local governments authorized to impose non-ad valorem assessments to use the uniform method of collecting such assessments in that section; and

WHEREAS, the Commission finds and determines that the collection and disposal of solid waste constitutes a benefit to all residential and commercial property, equal to, or in excess of, the cost of providing the Town's solid waste collection services; and

WHEREAS, the Florida Attorney General has opined in AGO 90-39 that a solid waste assessment imposed by a local government upon a determination that the collection and disposal of solid waste constitutes a benefit to all properties equal to or in excess of the cost of providing the services is a non-ad valorem assessment which may be collected pursuant to Florida Statutes § 197.3632; but

WHEREAS, Florida Statutes § 180.135 prohibits a municipality from imposing a lien against rental property where tenants contracted directly for utility services; and

WHEREAS, Florida Statutes § 173.01 provides that the lien of any and all taxes, except those ad valorem taxes collectible by the county tax collector, tax certificates, and special assessments imposed by any incorporated city or town in the state upon real estate may be foreclosed by such city or town by suit in chancery; but

WHEREAS, the Florida Attorney General has opined in AGO 94-57 that while a municipality may impose a lien for unpaid utility services against a property served, it must file its lien by filing with the clerk of the circuit court in order to be effective against creditors or subsequent purchasers; and

WHEREAS, the Town Attorney has submitted his assessment of Chapter 18 of the Code, and has recommended that the Commission make the revisions to that Chapter as are set forth in this Ordinance; and

WHEREAS, the Commission has considered the Town Attorney's recommendations and finds them to be consistent with the goals of the Commission; and

WHEREAS, the Commission therefore finds that it is in the best interests of the Town, and its citizens, property owners and businesses to adopt this Ordinance.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Redington Beach, Florida, that:

Section 1. Chapter 18 (Solid Waste) of the Redington Beach Town Code, inclusive of Code § 18-1 through and including § 18-64 is hereby repealed in its entirety.

Section 2. A new Chapter 18 (Solid Waste) of the Redington Beach Town Code, inclusive of Code § 18-1 through and including § 18-117 is hereby created as follows:

Chapter 18 - SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 18-1. - Legislative intent.

It is the purpose of this chapter to ensure that areas within the town are adequately provided with high-quality solid waste collection and disposal service. Because of the overriding public health, safety and welfare considerations associated with the provision of this service, it is necessary that the town retain regulatory authority over solid waste collection and disposal. The provisions of this chapter will also ensure that this service is efficient and responsive to public complaints and that the public convenience, aesthetic and environmental considerations, and the public investment in right-of-way property are protected.

Sec. 18-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Agent or registered agent means a person registered with the town's code compliance department and designated by the property owner to administer and manage a property.

Apartment building means a building with or without resident supervision occupied or intended to be occupied by more than two persons, or families, living separately with separate

cooking facilities in each unit. For purposes of this chapter, this particular definition shall include a condominium or cooperative building, but not a duplex.

Apartment unit means a room or group of rooms occupied or intended to be occupied as separate living quarters by one or more persons, or a family, containing independent cooking facilities. For purposes of this chapter, this definition shall include a condominium unit or cooperative unit, but not a duplex.

Biohazardous waste means any solid waste that may present a threat of infection to humans. The term includes, without limitation, nonliquid human tissue and body parts; laboratory and veterinary waste containing human-disease-causing agents; used disposable sharps; human blood, human blood products, and any bodily fluids; and other materials representing a significant risk of infection to persons.

Biohazardous waste contractor means a private waste contractor who collects and disposes of biohazardous waste.

Building department director means the town's building official, appointed by the town to administer and enforce the Florida Building Code in the town. This definition also includes the building official's designee(s) working under his/her supervision.

Bulky waste means large item(s) of household refuse, including, without limitation, appliances, furniture, accumulations from major tree cutbacks (exceeding ten inches in diameter and four feet in length), large crates, and like articles.

Business tax shall have the same meaning ascribed in section 20-55.

Business tax receipt shall have the meaning ascribed to the word "receipt" in section 20-55.

Commercial establishment means an establishment dealing in an exchange of goods or services for money or barter. For purposes of this chapter, the term shall include churches, synagogues and schools.

Commercial refuse means all solid waste produced by commercial establishments.

Condominium unit means the same as "apartment unit."

Construction and demolition debris means discarded material generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project. Commingling construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

Cooperative unit means the same as "apartment unit."

Dumpster means a container used in the waste industry, and approved for use in the town, with a tight-fitting top and a minimum capacity of one-half cubic yard or between 100 and 133.3 gallons. For purposes of this chapter, compact containers shall also be considered dumpsters.

Duplex means a detached building, divided horizontally or vertically, and designed as two separate units to be occupied by one or more persons, or families, each living separately, with separate kitchens in each housekeeping unit.

Dwelling means a building or portion thereof designed or used for residential occupancy.

Dwelling unit means a room or group of rooms occupied or intended to be occupied as separate living quarters by one or more persons, or a family.

Franchise waste contractor means a private waste contractor, approved pursuant to section 18-63 et seq., who enters into a franchise agreement with the town for the collection and disposal of solid waste in the town, and who pays a percentage of its gross earnings to the town pursuant to this chapter.

Front yard means an open area extending the full width of the lot between the main building and the front lot line.

Garbage means every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and 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.

Garbage can or container means a container which has been approved for use in the town, made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons but not to exceed 30 gallons for collection of solid waste awaiting pickup and disposal. Such can or container shall have two handles upon the sides thereof, or a bail, by which it may be lifted, and shall have a tightening solid top.

Garbage facility includes garbage can or container, dumpster and trash container.

Garbage storage facility means a structure enclosed on the bottom and all sides (except the top), which may be open or closed, constructed of solid material, and having sufficient capacity to hold all garbage facilities required for a particular establishment including, without limitation, an apartment building or other multifamily residence, duplex, hotel, and/or a commercial establishment.

Garden means a piece of ground used for the growing of fruits, flowers, or vegetables; a well-cultivated region (e.g. a lawn).

Garden trash means all accumulation of lawn, grass or shrubbery cuttings or clippings and leaf rakings, free of dirt, rock, large branches, and bulky or noncombustible materials, which can be containerized.

Gardener means a person whose business or occupation is the making or tending of gardens.

Grapple service means the use of a claw-like device such as, but not limited to, bobcats, self-loaders, loaders, and backhoes, to pick up construction and demolition debris; large quantities of trash (e.g. rubbish); and bulky waste; but not garbage or commercial refuse, and place it into a truck for disposal.

Grapple service contractor means a private waste contractor who performs grapple service.

Hazardous waste means any solid waste, which, because of its quality, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

Hazardous waste contractor means a private waste contractor who collects and disposes of hazardous waste.

Hotel means a building with ten or more dwelling units in which the majority of the dwelling units do not contain kitchens and which is licensed as a hotel.

Industrial waste means any solid waste generated by construction, land clearing, excavating of structures, roads, streets, sidewalks or parkways, and including, without limitation, waste collected for recycling, and oil, grease and petroleum.

Kitchen means a facility for preparing food containing, at a minimum, a sink with running water, a stove, and a refrigerator.

Landscape firm means a business entity engaged in planning to change or changing the natural scenery of a place for a desired purpose or effect. This definition includes state licensed and unlicensed landscape architects, landscape contractors, and landscape maintenance businesses.

Licensee means any person, which includes, without limitation, a corporation, partnership, sole partnership, limited liability corporation, or other business entity engaged in the business of removing, transporting or disposing of solid waste or recyclable materials in the town, and which is duly licensed by the town as provided for by this chapter.

Manager means the same as “operator.”

Multifamily residence means a building occupied or intended to be occupied by two or more families living separately, with separate kitchens in each unit.

Occupant means any person using or having actual possession of any structure, building, lot, or premises, or part thereof.

Offense means a notice of violation that has not been appealed timely or a finding of a violation by a special master following the appeal of a violation.

Operator or manager means any person who has control or use of or is in charge of, or has responsibility for, the care of any structure, building, lot, or premises, or part thereof.

Owner means any person who individually, or jointly or severally with others, holds the legal or beneficial title to any structure, building, lot, or premises (or part thereof), as well as to any facilities or equipment subject to the provisions of this chapter. For purposes of this chapter, the term shall also include an owner’s duly authorized agent, a purchaser, devisee, fiduciary, property holder, or any other person having a vested or contingent interest; in the afore-stated, or, in the case of a lease, the legal holder of the lease, or his legal representative. It is further intended that for purposes of this chapter the term shall also be construed as applicable to the person responsible for the construction, maintenance and operation of a structure, building, lot, premises, facilities, or equipment involved.

Parkway means that area between the edge of the street and the adjacent property line, excluding that area occupied by the sidewalk.

Portable container means a dumpster, rollaway, or similar container designed for mechanized collection.

Premises means real property and includes any buildings or structures thereon.

Private waste contractor means any person engaged in the business of collection and disposal of solid waste within the town limits that has been approved and permitted by the town to perform such service including, without limitation, issued a current business tax receipt by the town to conduct such activity (or perform such service).

Recyclable materials means those materials capable of being recycled and which would otherwise be processed or disposed of as solid waste. Any recyclable material mixed with solid waste shall be considered to be solid waste.

Recycling means any process by which recyclable materials are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

Recycling container means a container approved by the town for collection of recyclable material by a recycling contractor.

Recycling contractor means a private contractor licensed by the town and state who collects recyclable materials and transports same to a state- or county-licensed recycling facility for processing. Recycling contractors must provide their customers with a separate recycling container for recyclable materials.

Regulated stash area means a disposal site which is either operated by the town or, if approved by the town commission, by a private waste contractor, where trash (e.g. rubbish) may be deposited.

Residential refuse means all garbage and trash (e.g. rubbish) originating in a dwelling or single-family residence.

Restaurant means a commercial establishment maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or about the premises, or a commercial establishment where prepared food is called for, delivered to, or taken out by customers.

Rolloff means a container with a minimum capacity of ten cubic yards designed to be transported by a motorized vehicle.

Rolloff compaction container means a rolloff designed to hold or receive compacted garbage or trash.

Rolloff container means a metal container, compacted or open, approved by the town, that is designed and used by rolloff contractors for the collection and disposal of construction and demolition debris; large quantities of trash; and/or bulky waste; but not garbage or commercial refuse.

Rolloff contractor means a private waste contractor licensed by the town who uses rolloff containers for the collection and disposal of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse.

Roominghouse means a building which is issued a business tax receipt by the town as a roominghouse or boardinghouse, containing less than ten dwelling units, and in which the majority of the dwelling units do not contain kitchens.

Rubbish or trash means refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other places of business; and 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. Rubbish shall not include industrial waste.

Side yard means an open area between a building and the adjacent side of the lot, and extending from the front yard to the rear yard.

Single-family residence means a detached building designed for or occupied exclusively by one person or one family.

Single-family waste contractor means a private waste contractor who contracts with the town to provide solid waste collection and disposal service to single-family residences.

Single-stream recycling means a process by which certain recyclable materials are mixed together instead of being sorted into separate recycling containers in the collection process.

Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

Special handling garden trash means accumulation of tree branches, tree limbs, parts of trees, bushes and shrubbery over ten inches in diameter; which does not exceed four feet in length, and is too large to be containerized or bundled and tied.

Special handling wastes means wastes that can require special handling and management, including, without limitation, white goods, furniture, mattresses, and other bulky items of household trash; oils; whole tires; lead-acid batteries; and hazardous and biohazardous wastes; but excluding special handling garden trash.

Structure means anything constructed or erected so that its use requires permanent location on the ground.

Substantial rehabilitation means rehabilitation the cost of which exceeds 50 percent of the replacement value of the structure, as determined by the county property appraiser's office.

Townhouse means a single-family dwelling unit attached to a grouping of same on one building site, with each having separate ingress and egress facilities.

Trash means the same as "rubbish."

Trash container means any container used for temporary storage of trash (e.g. rubbish) approved by the town, but excluding garbage cans.

Tree and shrubbery trash means an accumulation of tree branches, tree limbs, parts of trees, bushes and shrubbery up to three inches in diameter but which does not exceed four feet in length, and which is too large to be containerized or requiring to be bundled and tied.

White goods mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

Secs. 18-3—18-19. - Reserved.

ARTICLE II. - ADMINISTRATION

Sec. 18-20. - Enforcement of chapter; notice of violation.

- (a) The town's code enforcement officer is hereby authorized and directed to enforce all the provisions of this chapter regulating and governing the accumulation, collection, and disposal of solid waste.
- (b) Upon presentation of proper credentials, a code enforcement officer appointed by the town may enter any building, structure, lot or other premises for the purpose of inspection, or to prevent violations of this chapter. Where such inspection would require an inspection warrant provided for by law, such warrant must be secured prior to such entry.
- (c) The existence of solid waste shall be prima facie evidence that the same was created or placed there by the occupant of the dwelling or commercial establishment; or the owner; or the operator or manager. The existence of the same garbage inside the same garbage containers for four consecutive days upon a premises serviced by a private waste contractor shall be prima facie evidence of a violation of this chapter by the contractor. For purposes of this section premises serviced by a private waste contractor shall not include accounts that have been discontinued by the contractor when notice of discontinued service has been mailed to the owner, occupant, or operator or manager, as well as to the town, prior to the accumulation of the garbage.
- (d) Whenever a designated town code enforcement officer observes a violation (or violations) of this chapter regarding solid waste or an accumulation of solid waste that creates a health hazard, environmental hazard, or nuisance, the code enforcement officer shall order the violation(s) to be corrected within a specified period of time by serving a written notice of violation(s) upon the person causing, or responsible for, such violation and/or health hazard, environmental hazard, or nuisance. Such person shall immediately cease or abate the violation(s).
- (e) A notice of violation shall be served personally or by certified mail upon the property owner or upon the person(s) in lawful possession of the premises, and/or upon the waste contractor servicing the premises. If the person addressed with such notice cannot be found by the town after making reasonable good faith effort, such notice shall be sent by certified mail to the last known address of such person, and a copy of the notice shall be posted in a conspicuous place on the premises. Such notice shall be deemed the equivalent of personal service.
- (f) The notice shall specify any fine(s) that may be due in connection with the violation(s), the time specified by the code enforcement officer to correct the violations, and the procedure for timely payment or appeal of the fine(s).
- (g) If the code enforcement officer determines that the conditions constitute an immediate threat to the health, safety or welfare of the public, he/she may order the immediate correction of the violation(s) at the expense of the occupant, owner, or operator or manager and the town shall have the right to recover such expenses as provided in section 18-21.
- (h) The enforcement of the recycling requirements for the town-wide recycling program for multifamily residences and commercial establishments provided for in article V of this chapter, and the penalties for violations of article V, are provided in sections 18-115 through 18-117 of this chapter.

Sec. 18-21. - Removal of waste by town; penalties for violations.

If the person served with a notice of violation pursuant to section 18-20 does not correct the violation within the specified time, the code enforcement officer may do the following:

- (1) For violations involving failure to remove solid waste, the code enforcement officer may cause the waste to be removed from the premises and charge the actual costs to the owner, occupant, or operator or manager, on a force account basis. Any fine due pursuant to section 18-23 or 18-24 shall also be charged to the owner, occupant, or operator or manager. Failure to pay such costs and fines or to appeal pursuant to section 18-22 within 15 days of receipt of the notice shall result in the imposition of a lien upon the property, in the amount of such costs and fines. Such liens shall be treated as special assessment liens against the subject real property and, until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and to the extent allowed by law, shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such liens shall be enforced by any of the methods provided in Florida Statutes chapter 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of Florida Statutes chapter 173; or the collection and enforcement or payment thereof may be accomplished by any other method authorized by law. The owner, occupant, or operator or manager shall pay all costs of collection, including reasonable attorneys' fees, incurred in the collection of fines, and other charges, penalties, and liens imposed by virtue of this chapter.
- (2) For violations of this chapter for which no fine is specified in sections 18-23 and 18-24, the town may prosecute the violators pursuant to section 1-14. Fines for such offenses shall be as follows:
 - a. First offense: \$350.00.
 - b. Second offense: \$500.00.
 - c. Third offense: \$1,000.00.
 - d. Fourth or subsequent offense: \$5,000.00.
- (3) For violations which present a serious threat to the health, safety or welfare of the public and/or violations that constitute a fourth or subsequent offense by the same violator, the town may seek injunctive relief and/or, in the case of commercial establishments, revoke the business tax receipt and/or certificate of use of the establishment and/or premises, in addition to all other penalties set forth in this code.

Sec. 18-22. - Appeal to special master.

- (a) Any person receiving a notice of violation and/or a notice of fine may request, within 15 days of receipt of the notice, an administrative hearing before a special master, appointed as provided in section 2-43 of this code, to appeal the decision of the town code enforcement

officer resulting in the issuance of the notice. Procedures and application fee for the scheduling and conduct of the hearing shall be as provided in article III of chapter 2 of this code. Failure to appeal within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, as noticed, and fines and penalties may be assessed accordingly.

- (b) Timely filing of a notice of appeal pursuant to this section shall toll the imposition of a lien pursuant to section 18-21 or 18-46, or enforcement procedures pursuant to section 18-20, until 30 days after the issuance of a written determination by the special master. Any amounts of money due the town pursuant to such determination must be received by the town within 30 days after the issuance of the determination, or a lien shall be imposed upon the property in question, and any other enforcement or collection procedures commenced, as provided by this chapter or under state law.

Sec. 18-23. - Fine schedule for violations issued and applied to owners, agents, tenants, occupants, operators or managers, or persons responsible for the violation.

- (a) Violation(s) of section 18-20: A solid waste violation or accumulation of solid waste that creates a health hazard, environmental hazard or nuisance:

- a. First offense\$1,000.00
- b. Second or subsequent offense2,000.00

- (b) Violations of sections 18-30, 18-31 and 18-32:

Fine for
failure to
correct in
specified time
after notice

- (1) Garbage facilities on public property without a permit:
 - a. First offense, per garbage facility\$200.00
 - b. Second or subsequent offense, per garbage facility1,000.00
- (2) Dumpsters located and kept on front yard or side yard facing street (corner lots)\$200.00
- (3) Dumpsters not kept in approved garbage storage facility200.00
- (4) Owners; occupants; or operator or managers without garbage collection service where required by this chapter (private or town)400.00
- (5) Individual properties with different ownerships sharing the same service, with or without consent, per owner400.00

- (c) Violations of sections 18-33 and 18-34:

- (1) Open lid on garbage facility(ies)\$100.00

- (2) Insufficient garbage facility(ies) capacity200.00
- (3) Insufficient frequency of garbage collection200.00
- (4) Overloaded garbage facility(ies)200.00
- (5) Lack of/or deteriorated garbage facility(ies)200.00
- (6) Garbage or miscellaneous trash around garbage facility(ies)200.00

(d) Violations of sections 18-34—18-39:

- (1) Illegal disposal of garbage, trash, industrial and bulky waste:
 - a. First offense\$500.00
 - b. Second or subsequent offense1,000.00
- (2) Illegal disposal of garden trash, tree and shrubbery trash and/or special handling trash:
 - a. First offense500.00
 - b. Second or subsequent offense1,000.00
- (3) Illegal disposal of biohazardous and/or hazardous waste:
 - a. First offense2,000.00
 - b. Second or subsequent offense4,000.00

Sec. 18-24. - Fine schedule for violations of sections 18-20; 18-32; 18-33; 18-34; 18-41; 18-54 et seq.; 18-63 et seq.; and 18-70 by private waste contractors.

- (a) Violations of section 18-20: The existence of the same garbage inside the same garbage container for four consecutive days upon a premises serviced by a private waste contractor:

Fine for
failure to
correct in
specified time
after notice

- a. First offense\$100.00
 - b. Second or subsequent offense250.00
- (b) Violations of section 18-32:
- (1) Dumpsters and rolloffs placed on public property without town permit, per day\$100.00
- (c) Violations of sections 18-33 and 18-34:
- (1) Deteriorated, rusted, decayed or unserviceable dumpsters150.00
 - (2) Outdoor garbage dumpster(s) without lid100.00

- (3) Failure to remove all garbage and trash placed in garbage can or container and generated by the account being serviced250.00
- (d) Violations of sections 18-54 through 18-59; and 18-63 through 18-70:
- (1) Dumpsters currently in service, overflowing and generating a health hazard, per offense500.00
- (2) Dumpsters not sanitized or disinfected after collection100.00
- (3) Dumpsters not removed after account is closed or permit or license is revoked100.00
- (4) Dumpsters without contractor's identification50.00
- (5) Dumpsters or other garbage facility(ies) installed without permits100.00
- (6) Garbage facilities placed by contractor without permit:
- a. First offense50.00
- b. Second or subsequent offense by same contractor during same town fiscal year200.00
- (7) Contractors not reporting timely a stopped service in writing to the town (temporary or permanent)50.00
- (8) Contractor's truck breaking sidewalks, curb and gutters; contractor's truck driving over sidewalks, curbs, and blocking pedestrian traffic; or breaking water meter, electric meter or other types or lids on town property; cost of replacement by town plus:
- a. First offense100.00
- b. Second or subsequent offense200.00
- (9) Contractors leaving trucks, not servicing accounts, parked within town limits, per day100.00
- (10) Dumpsters not in service and generating a health hazard and dumped on town limits prior to removal, per offense500.00
- (11) Dumpsters not returned by contractor to approved location, per offense50.00
- (12) Dumpsters providing shared service to properties with different ownership, per offense200.00
- (13) Failure to maintain an office in the Tampa Bay region with adequate staff and service or failure to resolve complaints within required time period:
- a. First offenseWarning
- b. Second or subsequent offense100.00
- (14) Failure to remove all garbage, rubbish and trash in garbage can or container and placed within immediate area of owner, occupant, or operator or manager's property line where container is located and, at a minimum, within a radius of ten feet around the container:
- a. First offenseWarning

- b. Second or subsequent offense by same contractor during same town fiscal year50.00
- (15) Contractor's trucks or garbage facilities leaking fluids, per offense50.00
- (16) Violation of collection hours, per offense100.00
- (17) Failure of permanent contractor employees to carry approved identification cards while servicing account(s), per offense50.00
- (e) Payment of town's costs. In addition to the above-stated fines, violators must also pay any costs incurred by the town in the event the town corrects any violation(s) pursuant to sections 18-20 and 18-21.

Secs. 18-25—18-29. - Reserved.

ARTICLE III. – COLLECTION AND DISPOSAL, BILLING AND COLLECTION

DIVISION 1. - COLLECTION AND DISPOSAL

Sec. 18-30. - Removal, storage and disposal of unauthorized garbage facilities found on public property.

- (a) Garbage facilities found on public property without a town permit for that location shall be removed immediately by the town. If the owner, occupant, or operator or manager of the premises is identifiable, the code enforcement officer shall promptly thereafter serve a notice of violation, and notice of removal and storage location of the facility, upon the violator by certified mail.
- (b) Upon removal of a garbage facility pursuant to subsection (a), the town shall retain the facility for a period of 30 days thereafter, during which time the owner, occupant, or operator or manager of the premises may claim the facility upon payment of the town's cost of removal and storage, and payment of the imposed fine.
- (c) Garbage facilities not retrieved within 30 days, pursuant to subsection (b) may be disposed of as provided by law.

Sec. 18-31. - Garbage collection services.

- (a) *Mandatory.* Each dwelling or commercial establishment in the town is required to have a solid waste collection service, and garbage facilities approved by the town.
- (b) *Collection by single-family waste contractors.* All solid waste generated by single-family residences and multifamily residences of eight units or less shall be collected, conveyed and disposed of by a single-family waste contractor(s).
- (c) *Collection by franchise waste contractors.* All solid waste generated by commercial establishments, industrial uses, hotels, rooming houses, multifamily residences of nine

dwelling units or more shall be collected, conveyed and disposed of by franchise waste contractors.

- (d) Single provider eligible. A single company or corporation is eligible to serve the town as both a franchise waste contractor and a single-family waste contractor.

Sec. 18-32. - Location of garbage facilities and garbage storage facilities.

- (a) All garbage facilities shall be kept together in or within a walled or enclosed area on private property or (if not on private property) at a location approved by the town. Such area shall not extend into any front yard. On corner lots it shall not extend into any side yard facing a street. Such area shall be accessible to both single-family waste contractors and franchise waste contractors. The area shall be located so that garbage collectors do not have to use stairs or ascend or descend split elevations in the collection process. The location of a garbage facility in an area requiring the garbage collector to use stairs or ascend or descend split elevations in order to accomplish the collection process is deemed to be a health hazard and subject to penalty pursuant to sections 18-21, 18-23 and 18-24.
- (b) A town building permit shall be required for construction of a garbage storage facility, and such facility shall be constructed so as to be compatible in appearance with the building and/or premises it services.
- (c) It shall be the responsibility of the owner, occupant, or operator, or manager of a property, and the franchise waste contractor servicing that property, to ensure the return of garbage facilities to the approved location after collection.
- (d) At no time shall any garbage facility be kept upon any public property, including, without limitation, on any street, alley, sidewalk, other right-of-way, or public land provided, however, that containers provided for pickup of recyclable materials may be placed in front of property between the hours of 12:01 a.m. and 11:59 a.m. on designated pick-up days.
- (e) All new commercial buildings and all new multifamily residences exceeding eight units shall provide a garbage storage facility approved by the town's planning department, public works department, and building department, as to location, size, and such other criteria deemed necessary by applicable law(s).
- (f) All buildings that are undergoing substantial rehabilitation, construction of an addition or additions, or are under new construction or undergoing a change of use must provide a garbage storage facility approved by the town's planning department, public works department, and building department as to location, size and other criteria as required by law or town ordinance.
- (g) All new restaurants and all restaurants undergoing substantial rehabilitation, or construction of an addition or additions, shall have air-conditioned garbage storage facilities approved by the town's planning department, public works department, and building department, as to location, size and such other criteria as required by applicable laws.

Sec. 18-33. - Condition and inspection of garbage facilities.

All garbage facilities shall be maintained in good condition and repair. All such facilities shall be provided with a cover sufficiently tight to deter flies or other insects from having access to the contents of the receptacles. Containers in which wet garbage or trash matter are placed shall be leakproof.

Sec. 18-34. - Minimum capacity requirements for various types of uses and occupancies.

- (a) It shall be the responsibility of the owner, occupant, manager or operator of the premises to provide sufficient temporary garbage and trash storage through the use of approved garbage facilities.
- (b) The garbage cans or containers per property shall not be limited provided each individual property has its approved number of garbage cans or containers, and provided that all garbage is picked up a minimum of twice a week. The mayor or his/her designee has the authority, subject to the commission's alternative direction and the terms of any franchise agreement, to approve the capacity of cans or containers, and the frequency of collection services for an individual property pursuant to the guidelines as set forth below.
- (c) The town divides and classifies solid waste and its handling requirements as follows:

- (1) Residential refuse is all the garbage, trash (e.g. rubbish), or other solid waste generated in any dwelling used for a single-family residence, including, without limitation, a single-family home, duplex, townhouse, apartment, or other multifamily residence. The mayor, subject to the commission's alternative direction and the terms of any franchise agreement shall determine the necessary capacity of cans or containers and frequency of collection service based on the standard of two 30-gallon cans or containers, per family, in a single-family residence, such as a single-family home, duplex or townhouse; and for apartments, one 30-gallon can or container, per apartment.

If an owner, occupant, or operator or manager uses containers the volume of which is measured in cubic feet or yards, the foregoing requirements shall be computed by assuming that one gallon equals 0.133 cubic foot.

- (2) Commercial refuse is all solid waste generated by commercial establishments including, without limitation, stores, office buildings, restaurants, bars, hotels, motels, markets, schools, churches, and hospitals and other institutional buildings. Minimum requirements for capacity of cans or containers and frequency of collection are as follows:
 - a. Restaurants, stores, office buildings, churches, schools, cafeterias, bars, markets, hotels and motels will have container minimum capacities and frequency of service as approved by the mayor, subject to the commission's alternative direction and the terms of any franchise agreement.
 - b. The required minimum capacity may be supplied by providing garbage facilities of sufficient size and number as are required to hold the minimum capacity (as defined below), and by providing for all such garbage facilities to be emptied at least twice a week; or by providing cans or containers of lesser sizes or number, provided that the same are emptied on a regularly scheduled basis, but more frequently than twice a week. The product of the capacity of the containers provided multiplied by the

number of times per week the containers are emptied shall equal to the minimum capacity requirements in this subsection b. Minimum capacity requirements may also be met through the use of a garbage or trash compactor, in which event the minimum required capacity of the actual cans or containers provided shall be reduced by the same ratio as the compactor is capable of reducing the bulk of garbage or trash, (as certified by its manufacturer).

- c. Where the minimum capacity requirements of this section are met through the use of collections on a basis more frequent than twice a week, or through the use of a garbage or trash compactor, the owner, occupant, or operator or manager shall, if requested by the town, provide proof of the frequency of trash and garbage collections or, in the case of a compactor, the manufacturer's brochures or certification indicating its capacity. If such proof is not provided when requested it shall be presumed that the capacity supplied is that of the containers provided, and that the containers are emptied on a basis no more frequent than once a week.
 - d. Installation of compactors is subject to approval of the building department director, and a duly issued permit by the building department.
- (3) Industrial waste is all solid waste generated by construction, land claims, excavation of structures, roads, streets, sidewalks or parkways, including waste collected for recycling; such as (but not limited to) oils, greases and papers. Any such waste that, due to volume or nature, does not lend itself to collection and incineration, shall be removed through special handling and shall be the responsibility of the person(s) who generates the waste.
- (4) Bulky waste. All large items of household refuse, such as appliances, furniture, accumulations from major tree cutbacks, large crates and like articles shall be disposed of by the person(s) who generates the bulky waste.

Sec. 18-35. - Removal of garbage, trash and other items.

- (a) Any owner, or occupant of a single-family residence, duplex, or townhouse, shall be required to remove from such property, and the area adjacent to the property between the property line and the paved portion of the public right-of-way, any and all garbage, trash or other solid waste within 24 hours of the time such waste is placed in that area.
- (b) It is prohibited for an owner, occupant, or operator or manager of a commercial establishment to transport any type of garbage, trash or other solid waste off the premises on which it was generated. Violators of this section shall be subject to fine and penalty as provided under sections 18-21, 18-23 and 18-24.
- (c) This section shall not be deemed to apply to any garbage, trash or other solid waste properly stored for collection in accordance with the provisions of this chapter, or the temporary storage, pending collection, of discarded furniture, appliances, or bedding for a period of less than one week.

Sec. 18-36. - Illegal disposal of solid waste.

Except as provided elsewhere in this chapter, it shall be unlawful to deposit (i.e. dump) garbage, trash or any other solid waste upon any vacant, occupied or unoccupied premises; or upon any street, alley, parkway or park; or in any canal, waterway, bay, ocean, pool or lake within the town.

Sec. 18-37. - Disposal of biohazardous or hazardous waste.

Notwithstanding any other provisions of this chapter, biohazardous and/or hazardous waste shall not be placed in garbage cans, or containers, trash containers or dumpsters for routine collection. Substances in this class shall be segregated and disposed of as provided by state and federal law including, without limitation, the procedures set forth in Florida Administrative Code chapter 17-7, which prohibits the deposit of this type of waste in a sanitary landfill.

Sec. 18-38. - Removal of industrial wastes.

Removal of industrial wastes is the responsibility of the owner, occupant, or operator or manager of the premises; or of the construction contractor performing such work on the premises; or such other person or persons creating or causing the accumulation of such materials on the premises, as the case may be. Such removal must be done by a private waste contractor.

Sec. 18-39. - Disposal of garden trash, tree and shrubbery trash, and special handling garden trash.

- (a) Options. Property owners or occupants serviced by the town shall have the following options for disposal of their garden trash and tree and shrubbery trash. The owner or occupant may:

 - (1) Either containerize the garden trash or bundle the tree and shrubbery trash for town collection; or
 - (2) Transport such material(s) to a regulated stash area and deposit it there, at the owner or occupant's expense.
- (b) Containerized or bundled material. Material that is containerized or bundled shall be placed at curbside no sooner than the evening prior to the scheduled collection day.
- (c) Contractor pickup procedures for garden trash, and tree and shrubbery trash.

 - (1) Garden trash shall be placed into garbage cans or containers, plastic bags, or other weatherproof containers strong enough to support the weight of the material, but not to exceed 50 pounds, and are to be placed curbside for pickup on a regular collection day.
 - (2) Tree and shrubbery trash shall be tied in bundles with material strong enough to support the weight of the bundle, but such bundle shall not exceed 50 pounds, and shall be left at the curb for pickup on a regular collection day.

- (d) Contractor pickup procedures for special handling garden trash. Special handling garden trash will be collected only from town-serviced accounts, and scheduled on a date mutually agreeable to the town and the account.
- (e) Fees. All pickup of garden, tree or shrubbery trash is subject to a fee, which fee shall be determined by the commission.

Sec. 18-40. - Use of regulated stash areas.

The town may establish a regulated stash area(s), as approved by the town commission, and which may be operated by the town or by a private waste contractor, if approved by the town commission. Upon payment of a fee, said fee subject to approval by the town commission, members of the public may deposit such trash or other solid waste at the regulated stash area.

Sec. 18-41. - Exemption for recycling pursuant to interlocal agreement.

Notwithstanding any other provision of this chapter, collection and disposal of recyclable materials pursuant to an interlocal agreement which the town has entered into, or may enter into with Pinellas County, for inclusion in any county curbside recycling program, shall be exempt from the requirements of this chapter and shall be governed by the terms of the most current version of the interlocal agreement.

DIVISION 2. – BILLING AND COLLECTION

Sec. 18-42. - Fees for collection.

Except as otherwise provided in this chapter, all owners or occupants of residential properties in the town, shall pay the town the fees set forth in this division for the solid waste collection and disposal, including the availability of such service.

Sec. 18-43. - Liability for fees owed to town.

- (a) It shall ultimately be the responsibility and liability of the owner of the property and/or premises to pay the proper service fee and to furnish the necessary number of garbage facility for such property and/or premises, in accordance with the established need therefor, as determined by the commission. A commercial establishment in the same building with a residential unit or with another commercial establishment, even though under the same ownership, shall not be considered a part of such residential unit or other commercial establishment but shall be treated as a separate commercial establishment upon which a separate waste fee shall be due. The operator of the principal business on a premises shall be considered as the operator of any leased department conducted as a part of, or along with, the

principal business for the purpose of fixing responsibility of paying the necessary service fee, and furnishing necessary garbage facilities.

- (b) The service fee required and imposed by this division is the ultimate responsibility of the owner of the property and/or premises. Nothing contained in this chapter shall be construed or interpreted so as to impose such responsibility and liability for payment of the service fee, upon a residential tenant or occupant of any hotel or apartment building.

Sec. 18-44. - Occupation of premises deemed evidence that garbage or trash is being produced.

The fact that any residential dwelling or commercial establishment is occupied shall be prima facie evidence that garbage or trash is being produced and accumulated upon such premises and that, with regard to all premises serviced by the town, fees for the collection and disposal thereof are due the town.

Sec. 18-45. - When fees payable.

The fees prescribed in this division are payable monthly, in advance, beginning on October 1 of each year. The credits provided in section 18-47 shall also be prorated on a monthly basis. Fees for new occupancies will be fixed on a prorated basis commencing on the date of issuance of a certificate of occupancy. No refunds will be made. All fees shall be payable promptly, upon billing by the town.

Sec. 18-46. - Liens; penalty for delinquency in payment of fees; payment of collection costs and attorney fees.

All services charges, fines, and special collections resulting from violations of this chapter, which become due to the town and payable on and after the adoption of this chapter, shall constitute and are hereby imposed as liens against the particular real property involved, and, until fully paid and discharged, shall be imposed as special assessment liens against the subject real property, and shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against said real property. The above-referenced charges shall become delinquent if not fully paid within 15 days after the due date. The maximum rate of interest allowable by law shall accrue to such delinquent accounts. Unpaid and delinquent charges, together with all penalties imposed thereon, shall remain and constitute liens against the real property involved. Such liens shall be enforced by any of the methods provided in Ch. 86, Florida Statutes; or, in the alternative, foreclosure proceedings may be instituted and prosecuted pursuant to Ch. 173, Florida Statutes; or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. In addition, to any other charges imposed by this chapter. The owner shall be responsible for payment of any and all costs, including attorney fees and costs, resulting from collection of said fees/charges.

Sec. 18-47. - Schedule of fees for collection and disposal of garbage and trash.

- (a) Fees for collection and disposal of garbage and trash other than those set forth herein shall be as established by the Board of Commissioners via resolution or franchise agreement.
- (b) The charges, rates, and other terms for collection and disposal for commercial establishments will be as prescribed in the contract entered into between the particular establishment and the private waste contractor.
- (c) The town shall have the authority to adjust base fees (upwards or downwards, as the case may be) where, in particular instances, the accumulation of solid waste exceeds or falls below that for which the base fee was established.

Secs. 18-48—18-50. - Reserved.

ARTICLE IV. - PRIVATE WASTE CONTRACTORS

DIVISION 1. - GENERALLY

Secs. 18-51—18-53. - Reserved.

DIVISION 2. - LICENSE AND PERMIT

Sec. 18-54. - Licenses, permits, indemnification, and insurance required for all contractors.

The requirements of this division are to:

- (1) Ensure and facilitate the collection of fees to provide uniformity and quality of service from the contractors;
- (2) Minimize wear and tear, traffic congestion, and noxious and noisome materials, odors and activities in and around town streets and other public rights-of-way and public property; and
- (3) Assure that the citizens of the town have safe, efficient, sanitary and qualified licensed contractors.

Sec. 18-55. - Business tax receipt required.

- (a) No person shall engage in the business of disposal and/or collection of any kind of solid waste, or recyclable material within the town without first having been approved by the town, and having secured a current business tax receipt for such activity. The business tax receipt will be issued once an applicant has met all requirements, as set forth in this division and in chapter 18, and has paid the applicable business tax receipt fee.
- (b) Business tax receipts for private waste contractors shall be classified as follows:

- (1) Franchise waste contractors;
 - (2) Rolloff and grapple service contractors;
 - (3) Recycling contractors;
 - (4) Hazardous waste contractors; and
 - (5) Biohazardous waste contractors.
- (c) Only franchise waste contractors shall not be required to obtain separate business tax receipts for servicing rollofts and portable containers; for collection of hazardous and biohazardous waste, and for recycling activities.
- (d) The town shall have the authority to create any additional business tax receipt classifications, as deemed necessary to protect the public health, safety, or welfare, subject to the approval of the town commission.
- (e) Any (and each) application for a business tax receipt for collection and disposal of any kind of solid waste shall require and be subject to the prior approval of the town, which approval, if given at all, shall be obtained prior to issuance of the particular business tax receipt.
- (f) Issuance of a business tax receipt shall require completion of an application form showing the name of the person to be licensed; (or in the case of a corporation or other business entity, the names of the principal partners, owners, officers and directors or the name of the person who will actually manage and operate the business), together with the business and home address of each person; the description of all equipment and vehicles to be used in such collection and disposal; and a description of the method of disposal, including the location of all garbage facilities. The applicant shall also provide evidence that any garbage facility described is licensed or approved by the town pursuant to this chapter. No applicant under this section shall substitute the permanent personnel named in its application, nor the equipment, vehicles, or methodology for disposal and collection, nor the location of garbage facilities described in its application, without first having reported such changes to the town, and obtained the mayor's prior written approval of the substitution/change. In the case of changes in the location of disposal facilities, such changes shall also be approved by the proper authorities of the county and municipality where such disposal facility is located.
- (g) Any business tax receipt granted to a private waste contractor pursuant to this section shall not be assigned, nor shall any receipt remain valid, if the controlling stock ownership or voting rights of a contractor (who is a corporate entity) is transferred or assigned, except with the prior express written approval of the town.
- (h) Assignment or transfer (including, without limitation, the transfer of controlling stock ownership or voting rights) of a franchise waste contractor's business tax receipt and/or franchise agreement must first be approved by resolution of the town commission.
- (i) The foregoing restrictions on stock transfer shall not apply to corporations whose common stock is traded over the New York Stock Exchange or the American Stock Exchange, or that are institutional lenders.
- (j) In the event of any assignment or transfer pursuant to this section, the assignee shall execute an agreement of acceptance, subject to the approval of the commission, evidencing that such assignee accepts the assignment subject to any or all of the provisions of this chapter and, if

also a franchise waste contractor, of any applicable franchise agreement with the town; which acceptance shall also include an affirmative statement evidencing such assignee's intent to fulfill the obligations imposed under this chapter.

- (k) Notwithstanding the town's approval of an assignment or transfer of a franchise agreement, and the assignee's acceptance thereof, the original franchisee shall guarantee the performance of its assignee; and such assignment shall always provide the town with full recourse to the original franchisee.
- (l) Any contractor doing business, as specified in subsection (b) of this section, within the town limits, without first obtaining the required business tax receipt, will be subject to enforcement procedures and penalties, as set forth in article III of chapter 20 of this code. Failure to comply with the regulations set forth in this chapter may result in the suspension or revocation of the business tax receipt pursuant to article III of chapter 20.

Sec. 18-56. - Permit required.

The town shall require, and will issue, a permit for each garbage facility, recycling, hazardous and biohazardous waste, rolloff and portable container, for all solid waste accounts in the town serviced by a private waste contractor. The permit for solid waste collection and disposal shall be issued by the town after the contractor has complied with all requirements for obtaining a business tax receipt; any and all other requirements prescribed by this chapter; and has been cleared by the town's finance department. Rolloffs, portable containers and containers for recycling or hazardous and biohazardous wastes shall be included, except that all recycling containers situated in a single location on a property shall require only one permit.

Sec. 18-57. - Observance of federal, state, local regulations.

All private waste contractors shall keep fully informed of all federal, state and local laws, ordinances, codes, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority that in any manner affect the work, or that in any way affect the conduct of their work. Contractors shall at all times observe and comply with all such laws, ordinances, codes, rules, regulations, and orders and decrees. Each private waste contractor shall obtain all required licenses including, without limitation, business tax receipts) and permits to conduct business pursuant to this chapter.

Sec. 18-58. - Indemnification.

Each private waste contractor shall execute an indemnification agreement whereby the contractor covenants to indemnify, hold harmless and defend the town, its officers, agents and employees, against and assumes all liability for any and all claims, suits, actions, damages, liabilities, expenditures or causes of actions of any kind arising from any solid waste collection and/or disposal activities, and/or the use of any public streets for the purposes authorized in this chapter; or resulting or accruing from any negligence, act, omission or error of the contractor, its

officers, agents or employees and/or arising from the failure of the contractor, its officers, agents or employees, to comply with each and every covenant of any applicable franchise agreement with the town, or with any other town or county ordinance or state or federal law applicable to its activities and resulting in or relating to bodily injury, loss of life or limb or damage to property sustained by any person. The contractor shall hold the town, its officers, agents, and employees, harmless from and against all judgments, orders, decrees, attorney's fees, costs, expenses and liabilities incurred in and about any such claim, investigation or defense thereof, which may be entered, incurred or assessed as a result of the foregoing. The contractor shall defend, at his sole cost and expense, any legal action, claim or proceeding instituted by any person against the town, its officers, agents and employees, as a result of any claim, suit or cause of action accruing from activities authorized by this chapter.

Sec. 18-59. - Insurance required.

- (a) Each private waste contractor must maintain throughout the entire effective period and/or term of its business tax receipt and/or franchise agreement, whichever term is longer, the following required insurance coverage:

 - (1) *Commercial general liability*, in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage. This policy must include coverage for contractual liability and specifically re-state the indemnity agreement set forth in section 18-58. The town must be named as an additional insured on this policy.
 - (2) *Automobile liability*, in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage, covering all vehicles owned, leased or used by the contractor within the limits of the town. The town must be named as an additional insured on this policy.
 - (3) *Workers' compensation and employer's liability*, as required by state law.
- (b) All companies providing insurance shall be authorized to do business in the state and rated B+:VI or better by Best's Key Rating Guide, latest edition.
- (c) No change or cancellation of any insurance coverage shall be made without 30 days' written notice to the town's risk manager.
- (d) All required policies of insurance are intended to be primary coverage to any insurance or self-insurance of the town possesses that may be applied to a loss resulting from the work performed by the contractors pursuant to this chapter.
- (e) All policies shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies.
- (f) As evidence of the above required coverage, the contractor must provide original certificates of insurance to the town's risk manager, which must be approved by the risk manager prior to the issuance of a business tax receipt, or the commencement date of a franchise agreement, as the case may be. The contractor must submit a new certificate evidencing continuing or replacement coverage prior to the expiration date of the insurance policies and must submit annually certified copies of the liability policies required in subsections (a)(1), (2).

- (g) The town reserves the right to increase the kinds and amounts of insurance coverage required in this section, including the right to make periodic adjustments to the amounts of required coverage for inflation.
- (h) Operation of activities by the contractor without the required insurance shall be grounds for revocation or suspension of the contractor's business tax receipt and/or franchise agreement.

Secs. 18-60—18-62. - Reserved.

DIVISION 3. - FRANCHISE

Sec. 18-63. - Required; fees.

Each franchise waste contractor shall pay to the town a franchise fee consisting of a percentage of the contractor's total monthly gross receipts. The town commission shall have the option of raising the franchise fee once yearly, by resolution, following a duly noticed public hearing with 30 days' prior notice to all franchise waste contractors. Such raises shall not exceed two percent of the contractor's total monthly gross receipts yearly. The term "gross receipts" as used in this section shall mean the entire amount of the fees collected by the contractor (whether wholly or partially collected) for solid waste collection and disposal within the town and including, without limitation, but excluding any taxes, and gross receipts from servicing rolloff and portable containers.

Sec. 18-64. - List of accounts.

- (a) Each franchise waste contractor shall provide the town with the following information upon initial application for a franchise and, thereafter, at the commencement of each application for renewal:
 - (1) A current list of the names and addresses of each account franchise;
 - (2) The frequency of service;
 - (3) The permit number and capacity of each waste dumpster as per account;
 - (4) The permit number and capacity for each recycling container, as per account;
 - (5) The address serviced by each dumpster; and
 - (6) The address serviced by each recycling container.
- (b) No property owner may share an account with another property owner.
- (c) Notwithstanding subsection (a)(1), the contractor shall notify the town, in writing, on a monthly basis, of any changes in its list of accounts.
- (d) Each franchise waste contractor shall notify the Town of all accounts that have been discontinued prior to the accumulation of garbage on the previously serviced premises.

Sec. 18-65. - Monthly report.

Each franchise waste contractor shall deliver to the finance department, on or before the last day of each month, a true and correct monthly report of gross receipts generated during the previous month from accounts within the town. This monthly report shall include the customer names, service addresses, account numbers, and the actual amount of solid waste and of any recyclable materials collected from each customer. Payments of the franchise fee shall be made monthly to the finance department, on or before the last day of each month, for gross receipts for the previous month. Contractors shall, on or before 60 days following the close of their respective fiscal year, deliver to the finance department a statement of annual gross receipts generated from accounts within the town for the preceding fiscal year, certified by an independent certified public accountant. The contractor's failure to provide the certified statement of annual gross receipts within the required time frame shall be grounds for revocation or suspension of the franchise.

Sec. 18-66. - Audit or inspection of licensee's books and records.

Each franchise waste contractor shall allow the town's auditors, upon reasonable notice and during normal business hours (i.e. 9:00 a.m. — 5:00 p.m. Monday through Friday, excluding legal holidays), to audit, inspect and examine the contractor's books and records, and state and federal tax returns, insofar as they relate to town accounts, to confirm the contractor's compliance with this division. This information shall include, without limitation, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers, and accounts receivable. Additionally, the town's auditors may communicate directly with contractor's customers for purposes of confirming compliance with this division. Failure to allow access to any books and records in this section shall be grounds for revocation or suspension of the franchise.

Sec. 18-67. - Failure to pay franchise fee; penalties.

If a franchise waste contractor fails to pay any franchise fee (as set forth in section 18-63), when due and within the time provided, the contractor shall pay any and all of the town's expenses for collection of same, including, without limitation, audit costs and reasonable attorney fees and costs. If the contractor fails to pay the full franchise fee on or before the last day of each month, penalty fees for private waste collectors/contractors shall be as follows:

- (1) *Original delinquency.* Any franchise waste contractor who fails to remit any franchise fee imposed by this division within the time required shall pay a penalty of ten percent of the amount of the delinquent fee in addition to the amount of the delinquent fee.
- (2) *Continued delinquency.* Any franchise waste contractor who fails to remit the franchise fee on or before the 30th day following the date on which the fee first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the delinquent fee, in addition to the amount of the fee, and the ten-percent penalty imposed pursuant to subsection (1). An additional penalty of ten percent of the amount of the delinquent fee shall be paid for each additional 30-day period, or part thereof, during which the franchise

fee is delinquent, provided that the total penalty imposed by subsection (1) and this subsection (2) shall not exceed 50 percent of the amount of the franchise fee. This penalty shall be in addition to the franchise fee and interest imposed by this division.

- (3) *Interest.* In addition to the penalties imposed in subsections (1) and (2) of this section, any franchise waste contractor who fails to remit any franchise fee imposed by this division shall pay interest at the highest legal rate of interest permitted by law on the amount of the franchise fee, exclusive of penalties, from the date on which the franchise fee first became delinquent until paid.
- (4) *Penalties merged with franchise fee.* Every penalty imposed and all interest accrued under the provisions of this section shall become a part of the franchise fee required to be paid.

Sec. 18-68. - Evidence of payment.

In order to effectively provide for the collection of the required business tax receipts to the town, any person seeking to renew a business tax receipt pursuant to the provisions of chapter 18 shall provide the finance department with evidence of payment of all outstanding solid waste franchise fees, fines, and other charges, as a condition to reissuance or renewal of the business tax receipt.

Sec. 18-69. - Handling of complaints.

Each franchise waste contractor shall maintain an office in the Tampa Bay area with adequate staff and telephone service to handle and resolve all incoming calls and complaints between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday, excluding legal holidays. Between the hours of 4:00 p.m. and 8:00 a.m., Monday through Friday, and all day on Saturday and Sunday, including holidays, each contractor shall maintain an answering service or answering machine to receive incoming calls and complaints. Any complaints received by the contractor before noon (12:00 p.m.) shall be resolved before 4:00 p.m. of that same day. Complaints received after noon (12:00 p.m.) but before 8:00 a.m. shall be resolved before noon (12:00 p.m.) of the following day. An emergency telephone number where the contractor may be reached shall be provided to the town.

Sec. 18-70. - Regulations for servicing dumpsters, compactors and other garbage facilities.

Garbage collection equipment shall consist of trucks with leakproof and enclosed bodies, with compactors and sanitizing materials in each truck, and covered in leakproof garbage dumpsters. The location of each dumpster, recyclable material container, and any and all other garbage facility(ies) shall be approved by the town, and a permit will be issued for each. No dumpster, recyclable material container, or any other garbage facility shall be placed or serviced until such permit is issued. Notwithstanding the preceding, in the event any such facility is delivered by a contractor without a permit, the town shall still receive payment for the account in computing the

franchise fee due under section 18-63. Contractors shall return dumpsters, recyclable material containers, and any other garbage facilities to approved locations after servicing. Compactors shall not be installed without a permit from the town's building department. Each garbage facility and/or each recycling container must bear the name of the contractor and must be serviced and sanitized at least twice weekly. Garbage facilities or recycling containers located on public property, or without a town permit, shall be deemed abandoned and will be removed by the town at the contractor's expense, pursuant to section 18-100 et seq. Service pickups by trucks are to be made from streets and driveways. Trucks shall not be driven or parked on sidewalks at any time. Contractors may not park any truck on any public or private property within the town when not being used to service accounts. Collection hours for all solid waste or recyclable materials shall be between the hours of 7:00 a.m. and 7:00 p.m. only. All permanent employees of contractors shall carry identification cards at all time(s) while servicing accounts. In addition to the required solid waste and recyclable materials collection pursuant to the provisions of this section 18-70, and other requirements of this chapter, contractors shall include the collection of garbage, rubbish, trash, and recyclable materials, up to and within that immediate area of the owner's private property line where a dumpster, compactor, recycling container, or garbage facility may be located and, at a minimum, within a radius of ten feet surrounding the location of said recycling container, or garbage facility, regardless of whether such garbage, rubbish, trash, or recyclable materials may or may not be included or secured in a recycling container, or other garbage facility. Such immediate collection of garbage, rubbish, trash or recyclable materials shall be incorporated by contractors as part of their regularly scheduled service pickups.

Sec. 18-71. - Selection of franchise waste contractors.

- (a) Except as provided in section 18-75, the town shall not authorize more than five franchise waste contractors for residential and commercial solid waste collections and disposal. Each applicant for a franchise, or for a renewal thereof, shall submit its qualifications, in writing, to the town. The minimum qualifications to be considered in the granting of the franchise shall include:
- (1) Evidence of the applicant's ability to fulfill all duties and requirements of a franchise waste contractor, as set forth in this chapter, and including, without limitation, proper certification and adequate insurance coverage.
 - (2) Certification that the applicant has never defaulted on any government contracts or bid awards.
 - (3) Evidence that the applicant has the potential for a significant amount of business within the town, comprised of either a minimum of 50 committed accounts within the town. In the alternative, and at its sole discretion, the town commission may accept as evidence of compliance with this subsection, 50 comparable committed accounts from outside of the town.
 - (4) Certification that there are no unsatisfied judgments against the applicant.
 - (5) Certification that the applicant is not, and will not be, throughout the term of the franchise agreement, affiliated with, as a parent, subsidiary, by virtue of an interlocking directorate, or otherwise, an affiliated entity of any existing, private waste contractor

under section 18-54, et seq., or other franchise waste contractor under section 18-63, et seq., including any current or prospective applicants therefore.

(6) The applicant's ability and commitment to provide its customers with:

a. Good service;

b. Competitive prices; and

c. Demonstrated and/or proposed "green" initiatives.

(7) The applicant's ability and commitment to provide additional "public benefit(s)" to the town which may include, without limitation, provision of additional waste collection, disposal, and/or recycling services (at no cost to the town) to town rights-of-way, town-owned public buildings, parks, and/or beaches; voluntary cost and/or fee reductions; and/or such other town public benefits and/or services as the town may, in its reasonable judgment and discretion, from time to time, require.

(b) If more than one applicant for a franchise waste contractors' license qualifies under the minimum qualifications of this division, the issuance of the franchise shall be determined by the town commission, based upon the applicant which the town commission deems, in its sole and reasonable judgment and discretion to have provided the most significant public benefit(s) to the town.

Sec. 18-72. - Term of franchise agreements; initial term; renewal term.

(a) Effective January 1, 2021, franchise agreements shall have an initial term of five years.

(b) Prior to the expiration of the initial term of a franchise agreement, the town commission may choose, in its sole discretion, to accept applications for new franchise waste contractors, or, in the alternative, to renew an existing franchise agreement for up to an additional three-year renewal term.

Sec. 18-73. - Recycling requirements for franchise waste contractors.

(a) Each franchise waste contractor shall, as a condition of the franchise, be required to offer directly, or through a subcontractor, recycling for any and all accounts (as defined below) serviced by the contractor (including, without limitation, any and all commercial and residential accounts).

(b) Each contract with a franchise waste contractor for waste collection and disposal services (an account) shall include a proposal to provide recycling. Such proposal shall, to the maximum extent that is commercially feasible, maximize recycling activity in the town, and provide for sufficient flexibility in recyclable materials container size and location (as is both necessary and consistent for the particular account).

(c) Each recycling proposal shall be required to disclose to the account holder the savings offset that is anticipated as a result of the recycling and the consequent reduction of solid waste disposed; provided, however, that the recycling proposal (and the required savings

offset) shall remain within the purview of the franchise waste contractor and the particular account holder to negotiate.

- (d) As of January 1, 2021, all contracts between a franchise waste contractor and an account holder for the collection and disposal of solid waste in the town shall include a provision to offer/provide recycling, consistent with the provisions of this section.

Sec. 18-74. - Bankruptcy or insolvency.

If the franchise waste contractor becomes insolvent or if the contractor files a petition of voluntary or involuntary bankruptcy, its franchise shall be terminable by the town as of the date of filing of the bankruptcy petition or the date the contractor becomes insolvent.

Sec. 18-75. - Exemption to provide for recycling.

- (a) Notwithstanding any other provisions of sections 18-63 through 18-73, until such time as the town commission approves and implements a town-wide recycling program for multifamily residences, which program may also include recycling for commercial establishments, subject to and as permitted by Florida Statutes § 403.7046, (hereinafter, the "town-wide recycling program"), the town may continue to license individual recycling contractors (pursuant to section 18-93 et seq.).
- (b) If the town commission determines at any time to approve and implement a town-wide recycling program, the town shall then meet with the current franchise waste contractors (subject to and as permitted by Florida Statutes § 403.7046), for the purpose of negotiating terms and conditions connected with the provision of recycling pursuant to the town's program, and as to that portion of the program pertaining to multifamily residences. The terms, including rates to be charged by contractors shall be comparable to those established in municipalities in Pinellas, Hillsborough and Manatee Counties for provision of similar recycling services.
- (c) Each franchise agreement between the town and a franchise waste contractor shall require that, in the event that the town commission approves and implements a town-wide recycling program, any franchise waste contractor who opts not to provide the required recycling services for multifamily residences under the town's program, must notify its account holder, in writing, informing them that they may, within 60 days of receipt of the notice, elect to terminate their account and then existing contracts with said contractor, without liability to the account holder.
- (d) If none of the franchise waste contractors come to an agreement with the town within 60 days, the town may, at his/her option, provide recycling pursuant to the approved town-wide program by:
- (1) Entering into an agreement with other persons to provide recycling to accounts serviced by franchise waste contractors;
 - (2) Entering into an interlocal agreement(s); and/or

- (3) Granting additional franchises to waste contractors who are willing to provide the recycling services required by the town, and who shall also have all privileges and duties of franchise waste contractors as set forth in this chapter (including those pertaining to collection and disposal of solid waste).
- (e) If the town enters into agreement for provision of recycling services pursuant to the approved town program, except for an interlocal agreement, rates charged for recycling in the town by those contractors shall be set and approved by resolution of the town commission.
- (f) Notwithstanding anything to the contrary in this section 18-75 or the town-wide recycling program (if approved and implemented), selection of recycling contractors to service commercial establishments under the program shall be in accordance with the requirements of Florida Statutes § 403.7046, as same be amended from time to time.

Sec. 18-76. - Revocation of franchise.

Failure on the part of a franchise waste contractor to comply in any material way with the provisions of this chapter or with its franchise agreement shall be cause for termination and revocation of the franchise, but no such termination shall take effect if the reasonableness or propriety thereof is protested by the contractor until a court of competent jurisdiction (with right of appeal in either party) shall have found that the contractor has failed to comply in material respect with any of the provisions of this chapter or of the contractor's franchise agreement with the town. If such protest is filed, the contractor shall continue to pay the town the franchise fee required by this chapter and its franchise agreement with the town.

Secs. 18-77—18-79. - Reserved.

DIVISION 4. - SPECIALTY CONTRACTORS

Subdivision I. - Generally

Secs. 18-80—18-83. - Reserved.

Subdivision II. - Rolloff/Portable Waste Container Contractors

Sec. 18-84. - Permit required.

Except as provided elsewhere in this chapter, no person shall engage in the business of removing or disposing of construction and demolition debris or large quantities of trash from any premises within the town limits without first securing a permit for such activities from the town by paying the business tax receipt amount as set forth in chapter 18, and without showing proof of insurance, as required in section 18-54 et seq. However, franchise waste contractors shall not be required to obtain a separate business tax receipt to service rollofs or portable containers within the town.

Sec. 18-85. - Permits required.

No rolloff container, dumpster or portable container shall be placed or located within the town without a permit from the town. Failure to obtain a permit will result in a penalty of \$100.00 per location.

Sec. 18-86. - Fees and requirements; penalties for non-payment.

The permit fees and requirements for rolloff container and grapple service contractors shall be as follows:

- (1) *On-street permit fee.* When the rolloff container is to be located on the street, the permit fee shall be 20 percent of the contractor's total monthly gross receipts for the month in which the permit was issued and every month thereafter that the permit is valid. Four barricades with flashing lights shall be posted. In addition, when the rolloff container is to be located in parking meter spaces, an additional fee shall be due, as set forth in appendix A, per meter, per day.
- (2) *Off-street permit fee.* When the rolloff container is to be located on private property, the permit fee shall be 20 percent of the contractor's total monthly gross receipts for the month in which the permit was issued and every month thereafter that the permit is valid.
- (3) *List of accounts.* Each contractor shall provide the town with a current list of the names and addresses of each account, upon initial application, and upon any application for renewal, of its permit, the frequency of service, and the permit number and capacity of each rolloff container or dumpster as per account and the address serviced by each rolloff container or dumpster. No property owner may share an account with another property owner.
- (4) *Monthly report.* Each contractor shall deliver to the town's finance department a true and correct monthly report of gross receipts generated during the previous month (from accounts within the town) on or before the last day of each month. This monthly report shall include the customer names, service addresses, account numbers, and the actual amount collected from each customer. Payments of any fees required in this section shall be made monthly to the finance department, on or before the last day of each month, for gross receipts of the previous month. Contractors having annual gross receipts reported to the town over \$200,000.00 shall, on or before 60 days following the close of their fiscal year, deliver to the finance department a statement of annual gross receipts (generated from accounts within the town) certified by an independent certified public accountant, reflecting gross receipts within the town for the preceding fiscal year.
- (5) *Audit or inspection of contractor's books and records.* Each contractor shall allow the town auditors, upon reasonable notice and during normal business hours, to audit, inspect and examine the contractor's books and records, and state and federal tax returns, insofar as they relate to town accounts, to confirm the contractor's compliance with this section. This information shall include, but not be limited to, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers and accounts receivable sorted by service address. Additionally,

the town auditors may communicate directly with customers of the contractor for the purpose of confirming compliance with this section.

- (6) Failure to pay permit fee; penalties for late payment. If the contractor fails to timely pay the full permit fee as set forth in subsections (1) and (2) of this section, the contractor shall pay any and all of the town's expenses for collection of such fees, including, but not limited to, court costs, audit costs and reasonable attorney fees. If the contractor fails to pay the full permit fee on or before the last day of each month, penalty fees for specialty contractors shall be as follows:
- (a) Original delinquency. Any specialty contractor who fails to remit any permit fee imposed by this division within the time required shall pay a penalty of ten percent of the amount of the delinquent fee in addition to the amount of the fee.
 - (b) Continued delinquency. Any specialty contractor who fails to remit the permit fee on or before the 30th day following the date on which the fee first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the fee in addition to the amount of the fee and the ten percent penalty imposed pursuant to subsection (1). An additional penalty of ten percent of the amount of the delinquent fee shall be paid for each additional 30-day period, or part thereof, during which the permit fee is delinquent, provided that the total penalty imposed by subsection (a) and this subsection (b) shall not exceed 50 percent of the amount of the permit fee. This penalty shall be in addition to the permit fee and interest imposed by this division.
 - (c) Interest. In addition to the penalties imposed in subsections (a) and (b), any specialty contractor who fails to remit any permit fee imposed by this division shall pay interest at the highest legal rate of interest permitted by law on the amount of fee, exclusive of penalties, from the date on which the permit fee first became delinquent until paid.
 - (d) Penalties merged with permit fee. Every penalty imposed and all interest accrued under the provisions of this section shall become a part of the permit fee required to be paid.
- (7) Evidence of payment. In order to effectively provide for the collection of the permit fee by the contractor to the town, any person seeking to renew his/her annual business tax receipt pursuant to the provisions of chapter 102, article V, in addition to the requirements contained therein, shall provide to the finance director evidence of payment of all outstanding permit fees, fines and other charges as a condition to reissuance or renewal of the business license.
- (8) Identification of equipment. All equipment utilized to collect and transport solid waste in the town must be conspicuously marked on both sides of the automotive unit with the name of the hauler, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height.

Sec. 18-87. - Location restrictions.

The town has the right to restrict the location of any rolloff, portable containers, or dumpsters in order to ensure the public's safety and to prevent traffic hazards. It is prohibited to place rolloffs and portable containers in the following locations and areas:

- (1) Alleys, lanes, bridges.
- (2) [other parts of town the Commission may wish to designate]

Sec. 18-88. - Use restrictions.

Rolloff, portable containers, or dumpsters are to be used for the removal of construction and demolition debris or for the removal of large quantities of bulky waste. Construction and demolition debris, and bulky waste, is never to be stored directly on the ground, as rolloff and portable containers must be used at all times. Rolloff and portable containers shall not be used for the removal of garbage or commercial waste.

Sec. 18-89. - Overflowing rolloffs and portable containers.

Overflowing rolloffs and portable containers and dumpsters are prohibited. The town shall have the authority to order the removal by the property owner of any such overflowing rolloff or portable container or dumpster.

Secs. 18-90—18-92. - Reserved.

Subdivision III. - Recycling Waste Contractors

Sec. 18-93. - License required.

No person shall engage in the business of removing, disposing of, or collecting any recycling materials from any property and/or premises within the town limits without first having secured a business tax receipt for such activities from the town by paying the fee set forth in chapter 18, and by showing proof of insurance, as required in section 18-54 et seq.

Sec. 18-94. - Expiration of licenses.

Permits issued to recycling contractors shall be for a term of one year, unless such recycling is pursuant to a franchise agreement, in which case, the permit shall be for the term of the franchise agreement. The town may at any time approve and implement a town-wide recycling program, and may then cease permitting individual recycling contractors. Recycling contractors operating under a valid business tax receipt at the time of commencement of such town-wide program may continue operation until the expiration date of said receipt, but will thereafter cease operation within the town.

Sec. 18-95. - Monthly report.

Each recycling contractor shall deliver monthly to the town clerk an accurate report regarding the nature and disposition and volume of recyclable materials collected by it from each account in the town. Upon request by the town, each contractor shall also furnish the town with verifiable information regarding the method and place of final disposal or distribution of said materials.

Secs. 18-96—18-99. - Reserved.

Subdivision IV. - Hazardous, Biohazardous Waste Contractors

Sec. 18-100. - Permit required.

Except as provided elsewhere in this division, no person shall engage in the business of removing, disposing or collecting any hazardous or biohazardous wastes from any premises within the town without first having secured a business tax receipt for such activities from the town by paying the fee set forth in chapter 18, and by showing proof of insurance, as required in section 18-54 et seq., and proof of required state licenses and fee.

Sec. 18-101. - Requirements and fees.

- (a) List of accounts. To obtain the permit required by section 18-100, each contractor must provide the town with a list of all of its accounts within the town, expressly stating whether there is hand collection of bags or collection by dumpsters; frequency of service per week; and a description of services.
- (b) Permit and approval of location required. After an inspection of the location where the account is going to be serviced and approval of the location by the town, a biohazardous waste permit, valid for one year, will be issued by the town. The fee for each permit will be as established by the commission. This permit is not transferable.
- (c) Disposal restrictions. Disposal of hazardous or biohazardous wastes shall be done only in accordance with section 18-37.

Secs. 18-102—90-109. - Reserved.

ARTICLE V. – TOWN-WIDE RECYCLING PROGRAM FOR MULTIFAMILY RESIDENCES AND COMMERCIAL ESTABLISHMENTS

Sec. 18-110. - Recycling program and separation of recyclable materials from solid waste stream required for multifamily residences; owner/association liability; recycling contractors' assistance.

- (a) As of January 1, 2021, every multifamily residence of ten or more dwelling units shall provide a recycling program pursuant to this section or a town-approved modified recycling program pursuant to section 18-114. The property owner shall be liable for the failure to provide a recycling program or a modified recycling program approved by the town, provided, however, that a condominium or cooperative apartment having a condominium association or a cooperative apartment association shall be liable, rather than the individual unit owner(s), for a violation of this subsection. Further, recycling contractors shall assist and provide written notice to the director of public works in identifying multifamily residences subject to this article which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.
- (b) As of January 1, 2021, every multifamily residence of ten dwelling units or more shall be required to use a single-stream recycling process to separate, from all other solid waste, the five following recyclable materials:
- (1) Newspaper. Used or discarded newsprint, including any glossy inserts;
 - (2) Glass. Glass, jars, bottles, and containers of clear, green or amber (brown) color of any size or shape used to store and/or package food and beverage products for human or animal consumption, and/or used to package other products, which must be empty and rinsed clean of residue. This term excludes ceramics, window or automobile glass, mirrors, and light bulbs;
 - (3) Metal food and beverage containers. All ferrous and nonferrous (i.e., including, but not limited to, steel, tin-plated steel, aluminum and bimetal) food and beverage containers (i.e., including, but not limited to, cans, plates, and trays) of any size or shape used to store and/or package food and beverage products suitable for human or animal consumption, which must be empty and rinsed clean of residue;
 - (4) Other metal containers. All other ferrous and nonferrous containers used to package household products including, but not limited to, paint cans and aerosol cans, which must be empty and rinsed clean of residue;
 - (5) Plastics. All high density polyethylene (HDPE) and/or polyethylene terephthalate (PET) bottles, jugs, jars, cartons, tubs, and/or other containers, and lids, of any size or shape used to package food, beverages, and/or other household products, or crankcase oil, which must be empty and rinsed clean of residue. This term excludes all plastic film, plastic bags, vinyl, rigid plastic (i.e., toys), and plastic foam materials.
- (c) Every multifamily residence shall be serviced by a recycling contractor licensed by the town and state.

Sec. 18-111. - Recycling program and separation of recyclable materials from solid waste stream required for commercial establishments; joint and several liability; recycling contractors' assistance.

- (a) As of January 1, 2021, every commercial establishment shall provide a recycling program pursuant to this section or a town-approved modified recycling program pursuant to section 18-114. The failure of a commercial establishment to provide a recycling program or a modified recycling program shall result in joint and several liability for the property owner(s) and the owner(s) and operator(s) of the commercial establishment. Further, recycling contractors shall assist and provide written notice to the director of public works in identifying commercial establishments which do not have a recycling program or, in the alternative, which have allowed a recycling program to lapse or expire.
- (b) As of January 1, 2021, every commercial establishment shall be required to use a single-stream recycling process to separate, from all other solid waste, three of the following seven recyclable materials:
- (1) Newspaper, cardboard, magazines, and catalogues, telephone books and/or directories, and office paper. As defined, but not limited to, the same type(s) of recyclable materials as provided in subsection 18-110(b)(1);
 - (2) Glass. As defined and including the same type(s) of recyclable materials as provided in subsection 18-110(b)(2);
 - (3) Metal food and beverage containers. As defined and including the same type(s) of recyclable materials as provided in subsection 18-110(b)(3);
 - (4) Other metal containers. As defined and including the same type(s) of recyclable materials as provided in subsection 18-110(b)(4), but also, for purposes of this subsection (4), including scrap metal, which shall mean used or discarded items suitable for recycling, consisting predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel or alloys thereof including, but not limited to, bulk metals such as large metal fixtures and appliances (including white goods such as washing machines, refrigerators, etc.), but excluding metal containers utilized to store flammable or volatile chemicals, such as fuel tanks;
 - (5) Plastics. As defined and including the same type(s) of recyclable materials as provided in subsection 18-110(b)(5);
 - (6) Textiles;
 - (7) Wood. Clean wood waste and/or pieces generated as by-products from manufacturing of wood products. It excludes clean yard waste and clean waste (i.e., natural vegetation and minerals such as stumps, brush, blackberry vines, tree branches, and associated dirt, sand, tree bark, sand and rocks), treated lumber, wood pieces, or particles containing chemical preservatives, composition roofing, roofing paper, insulation, sheetrock, and glass.
- (c) Every commercial establishment shall be serviced by a recycling contractor licensed by the town and state.

Sec. 18-112. - Unauthorized collection of designated recyclable materials.

Only those recycling contractors that have been authorized and licensed by the town and the state to collect designated recyclables in the town shall be authorized to collect recyclable materials under this article. All recycling contractors shall comply with all applicable state and town laws and regulations.

Sec. 18-113. - Public education program; requirements for recycling contractors; warning period; enforcement date.

- (a) The town shall engage in public education efforts and shall not prosecute individuals who unknowingly fail to provide a recycling program or a town-approved modified recycling program, or unknowingly fail to separate recyclable materials from all other solid waste materials required to be separated by this article, until as provided in subsections (c) and (d) of this section.
- (b) All recycling contractors must appropriately designate the recycling collection containers they provide to customers. The containers must contain the appropriate signage and information, as shall be established and approved by the town pursuant to subsection (c) below, that allows users to clearly and easily identify the container for recycling.
- (c) Beginning January 1, 2021, the town shall provide for a six-month warning period, through and including June 30, 2021, in which warning tickets shall be issued to persons who fail to provide a recycling program, or a town-approved modified recycling program, or fail to separate recyclable materials from all other solid waste materials, regardless of knowledge or intent.
- (d) Beginning July 1, 2021, this article shall be enforced and penalties shall be applied and imposed for violations of this article as provided in sections 18-115 and 18-116.

Sec. 18-114. - Modified recycling programs.

- (a) Recycling programs which incorporate modifications, substitutions or reductions to the requirements of sections 18-110 and 18-111 may be submitted to the town's public works director ("director") for approval. Approval, rejection, or approval with conditions of the proposed modified recycling program shall be determined by the director. The director shall consider the following factors in evaluating the proposed modified recycling program:
 - (1) Whether the establishment operates a recycling program, and is self-hauling the materials to a recyclable material vendor.
 - (2) Whether the establishment generates a lesser number of recyclable materials than the required minimum types of recyclables required in sections 18-110 or 18-111, as applicable.
 - (3) Whether the establishment generates and recycles materials not listed in section 18-110 or section 18-111, as applicable.

- (4) Whether the establishment is contracting with a permitted private hauler for collection services, which services provide for a post-collection separation of recyclable material, and which:
 - (i) Generate recyclable materials which comply, in kind and quantity, with the recycling requirements provided for in section 18-110 or section 18-111, as applicable; and
 - (ii) Utilize a materials separation facility which is permitted in accordance with all applicable federal, state and local laws.
- (b) Any person seeking approval of a modified recycling program shall submit an application in such form as is prescribed by the director. All modified recycling programs shall be reviewed on an annual basis and applicants shall be required to confirm or revise the information contained in their applications at that time. An application for approval of a modified recycling program shall include, but not be limited to, the following documentation, as appropriate to the specific application:
 - (1) Supporting documentation to evidence self-haul activities, which shall include proof of source-separation activities and copies of receipts from recyclable material purchasers.
 - (2) A waste composition study of the waste generated by the applicant, which shall cover a representative time period of no shorter than one week.
 - (3) A copy of the applicable contract with a post-collection separation facility, specifying materials and volumes recycled which are attributable to the applicant.

Sec. 18-115. - Enforcement.

- (a) The town's code enforcement officer is hereby authorized and directed to enforce all the provisions of this article regulating and governing the accumulation, collection, recycling, and disposal of recyclable materials.
- (b) Whenever the code enforcement officer observes a violation(s) of this article, or an accumulation of recyclable materials that creates a health hazard, environmental hazard, or nuisance, the code enforcement officer shall order the violation(s) to be corrected within a specified period of time by serving a written notice of violation(s) upon the property owner or upon the manager or other person in charge. Such person(s) shall immediately cease or abate the violation(s).
- (c) If the code enforcement officer determines that the conditions constitute an immediate threat to the health, safety or welfare of the public, the code enforcement officer may order the immediate correction of the violation(s) at the expense of the property owner, manager, or other person in charge, and the town shall have the right to recover such expenses as provided in subsection 18-21(1).
- (d) A notice of violation shall be served personally or by certified mail upon the property owner, or upon the manager or other person in charge of the premises. If the person addressed with such notice cannot be found by the town after making a reasonable good faith effort, such notice shall be sent by certified mail to the last known address of such person, and a copy of

the notice shall be posted in a conspicuous place on the premises. Such notice shall be deemed the equivalent of personal service.

- (e) Beginning July 1, 2021, violators of sections 18-110 and 18-111 shall be issued one warning and shall correct the violation within 30 days. If the violation is not corrected within 30 days, a notice of violation shall be issued. After one warning, violators of sections 18-110 and 18-111 shall be issued a notice of violation. All notices of violations shall specify any fine or penalty that may be due in connection with the violation(s), the time specified by the code enforcement officer to correct the violation(s), and the procedure for timely payment or appeal of the fine or penalty.

Sec. 18-116. - Penalties for violations of this article; removal of recyclable materials by town; liens imposed for failure to pay fines or appeal.

- (a) Penalties for violations of subsections 18-110(a) and 18-111(a) shall be as follows:
- (1) For the first violation, a fine of \$350.00.
 - (2) For the second violation, a fine of \$500.00.
 - (3) For the third violation, a fine of \$1,000.00.
 - (4) For the fourth violation, a fine of \$2,500.00.
- (b) The penalty for violation of subsections 18-110(b) and 18-111(b) shall be as follows:
- (1) For the first violation, no fine.
 - (2) For the second or subsequent violations, a fine of \$100.00.
- (c) The penalty for all other violations of this article shall be \$250.00 for each violation.
- (d) Any penalty due pursuant to this article shall be charged to the person or entity as provided in subsection 18-110(a) or subsection 18-111(a). Failure to pay such costs and penalties, or to appeal pursuant to section 18-117 within 15 days of receipt of the notice of violation shall result in the imposition of a lien upon the premises, in the amount of such costs and penalties. Such liens shall be treated as special assessment liens against the subject real property and, until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such liens shall be enforced by any of the methods provided in Florida Statutes chapter 86; or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of Florida Statutes chapter 173; or the collection and enforcement or payment thereof may be accomplished by any other method authorized by law. The owner, occupant, operator, or manager of the premises shall pay all costs of collection, including reasonable attorneys' fees incurred in the collection of fines, and other charges, penalties, and liens imposed by virtue of this chapter.
- (e) For violations which (i) present a serious threat to the health, safety or welfare of the public, and/or (ii) constitute a fourth or subsequent offense by the same violator under subsection 18-116(a), the town may seek injunctive relief and/or, in the case of commercial establishments,

revoke the business tax receipt and/or certificate of use of the establishment and/or premises, in addition to the penalties set forth in subsections 18-116(a), (b), or (c), as applicable.

Sec. 18-117. - Appeal to special master.

- (a) Any person receiving a notice of violation pursuant to this article may request, within 15 days of receipt of the notice, an administrative hearing before a special master to appeal the decision of the code enforcement officer resulting in the issuance of the notice. The procedures for the scheduling and conduct of the hearing shall be as provided for other code enforcement appeal hearings. Failure to appeal within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, and fines and penalties may be assessed accordingly.
- (b) Timely filing of a notice of appeal pursuant to this section shall toll the imposition of a lien or enforcement procedures pursuant to section 18-117, until 30 days after the issuance of a written determination by the special master. Any costs or penalty amounts due the town pursuant to such determination must be received by the town within 30 days after the issuance of the determination, or a lien shall be imposed upon the premises, and any other enforcement or collection procedures may be commenced, as provided by this chapter or under state law.

Section 3. For purposes of codification of any existing section of the Redington Beach Code herein amended, words **underlined** represent additions to original text, words **~~stricken~~** are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 4. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Board of Commissioners would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 4. The Codifier shall codify the substantive amendments to the Redington Beach Town Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the ____ day of _____, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

ADOPTED ON SECOND AND FINAL READING on the __ day of _____, 2020, by the Board of Commissioners of the Town of Redington Beach, Florida.

James Simons, Mayor

Attest:

Approved as to form:

Missy Clarke, CMC, Town Clerk

Jay Daigneault, Town Attorney