LAKE WALES

OFFICIAL CODE OF ORDINANCES

CHAPTER 17. SOLID WASTE

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LAKE WALES

CHAPTER 17. SOLID WASTE

Article I. General Provisions

§ 17-1. Definitions.

Effective: Tuesday, February 20, 2018

For the purpose of this ordinance, the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. The word "shall" is mandatory and not merely directory.

Ashes shall mean the residue resulting from the burning of wood, coal, coke or other combustible material which has no live embers.

Actual Service shall mean payment due to Contractor shall be based on the pro-rated number of City active residential solid waste customers. "Actual Service" will be linked to the status of utility service at the residence; i.e. utility service on "vacation status" or disconnected for any reason are not considered to be 'active". Solid waste collection service will not be considered to have been rendered while the utility account is not on active status.

Agreement shall mean the terms and provision of Ordinance 2011-09 which grants the franchise for provision of solid waste collection, recycling and disposal services within the City of Lake Wales.

Bag shall mean a container which is a plastic sack designed to store garbage and trash with sufficient wall strength to maintain physical integrity when lifted by the top; the total weight of a bag and its contents shall not exceed thirty-two (32) pounds.

Bundle shall mean a number of items tied, wrapped or otherwise held together in a compact manner or which can be reasonably stacked; if diameter of items bundled is less than six (6) inches, then length of items shall be no greater than four (4) feet; if diameter of items is six (6) inches or greater, than length of items shall be no greater than two (2) feet; the total weight of the bundle shall not exceed fifty (50) pounds.

Can shall mean a container which has a maximum capacity of thirty-five (35) gallons and a maximum weight when full of fifty (50) pounds; for the purpose of this article, a can shall be constructed of a non-absorbent material, shall be provided with a closely fitting cover and side bail handles and shall have a diameter at the mouth which is greater than or equal to that of the base.

City shall mean the City of Lake Wales.

City manager shall mean the City Manager of Lake Wales or his designee.

Commercial units shall mean office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, malls and shopping centers, food service establishments, lodging establishments, service establishments, light industry, schools, churches, clubs, hospitals, nursing homes, and, for the purpose of this chapter, shall include industrial establishments and any establishment not included in the definition of residential unit.

Complaint shall mean an expression of customer dissatisfaction with the quality of service provided by the Contractor.

Container shall mean a receptacle which is approved by the city for the accumulation of garbage and trash.

Contractor shall mean Republic Services of Florida, L.P.

Curbside shall mean that portion of the street right-of-way paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

Dumpster shall mean a container which is emptied by mechanical means.

Franchise fee shall mean the amount of money paid by the Contractor to the City for granting of the franchise.

Garbage shall mean all putrescible animal or vegetative wastes resulting from the handling, preparation, cooking and consumption of food in any private dwelling house, multiple dwelling, hotel, restaurant, building or other institution.

Monitoring shall mean the provision of oversight by the City Manager or his designee to ensure that the quality of service performed pursuant to this agreement shall be in accordance with conditions imposed herein.

Multifamily dwelling units shall mean any building containing four (4) or more permanent living units; multifamily dwelling units shall not include motels or hotels.

Performance bond shall mean the form of security approved by the City and furnished by the Contractor, as a guarantee that the Contractor will execute the work in accordance with the terms of the agreement and will pay all lawful claims.

Person shall mean any individual, firm, association, corporation, trust, or any other legal entity having sufficient proprietary interest in a premise.

Public works director shall mean the Public Works Director of the City of Lake Wales or his designee.

Recycling shall mean any process by which solid waste, or materials that would otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Refuse shall mean garbage, trash and yard waste.

Surety shall mean the party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the contract.

Trash or *rubbish* shall mean all printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packing or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral, or metallic substances, and any and all other waste materials not included in bulk waste, building waste or construction debris, garbage, hazardous waste, industrial waste, infectious waste or yard waste.

Tote shall mean thirty-five (35), sixty-five (65), or ninety-five (95) gallon container provided by the city's contractor and used for automated collection service.

Waste shall mean a useless, superfluous or discarded material.

Waste, building or *construction debris* shall mean the refuse, debris or residue resulting directly from the building, remodeling, construction, repair, or demolition of a building.

Waste, bulk shall mean discarded household furniture, appliances, stoves, washing machines and similar items.

Waste, bulk yard shall mean large cuttings of vegetative and wood matter which are part of normal yard maintenance which cannot be cut for placement in a container or bundle due to the fact that the material exceeds the weight and size restrictions for regular yard waste; bulk yard waste shall be of a type readily handled by the collector and shall not exceed four (4) feet in length or fifty (50) pounds in weight. Bulk yard waste does not include any form of matter or debris resulting from tree removal, land clearing, land development, building demolition or home improvement.

Waste, hazardous shall mean cleaning fluids, crank case oils, cutting oils, paints, plastics, explosives, acids, caustics, poisons, drugs, radioactive materials, fine powdery earth used to filter cleaning fluid, and similar wastes.

Waste, industrial shall mean accumulations of metal, metal products, minerals, chemicals, rock, cement, asphalt, tar, oil, grease, glass, crockery, rubber, timbers, bottles, cans, lumber, sawdust, waste from animal packing or slaughterhouses, or other materials resulting directly from industrial or manufacturing operations.

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

Waste, solid shall mean any waste that includes the specific terms: garbage, trash, yard waste, bulk waste, and bulk yard waste.

Waste, special shall mean any waste that requires special handling due to regulatory requirement or physical properties and includes the specific terms: hazardous waste, industrial waste, infectious waste, and building waste/construction debris.

Waste, yard shall mean all accumulations of leaves, grass or shrubbery cuttings and other refuse attendant to the care of lawns, gardens, shrubbery, vines, trees and tree limbs. Yard waste shall be placed in containers or bundled. Such term does not include those items defined under bulk yard waste.

For the purposes of administration and enforcement of this chapter, unless otherwise stated in this chapter, the following rules of construction shall apply:

The word "shall"; is always mandatory and not discretionary; the word "may" permissive.

The words "he, his" and other words denoting the masculine gender shall extend and be applied to females and to firms, partnerships and corporations as well as to males.

Words used in the present tense shall include the future, and words used in the singular number shall include the plural and plural the singular, unless the context clearly indicates the contrary.

Unless the context clearly indicates the contrary, where a regulation involves two (2) or **more items, conditions, provisions, or events connected by the conjunction “and," "or" or** "either...or," the conjunction shall be interpreted as follows:

(1) And indicates that all the connected terms, conditions, provisions or events shall apply.

(2) *Or* indicates that the connected items, conditions, provisions or events may apply singly or in any combination.

(3) *Either…Or* indicates that the connected items, conditions, provisions or events shall apply singly but not in combination.

(4) The word *includes* shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-2. Term of Agreement.

Effective: Tuesday, February 20, 2018

A. Term
The term of this agreement shall be for period commencing October 1, 1018 and extending through September 30, 2021, unless breached at an earlier date.

B. Extension of this agreement
This agreement may be extended for one (1) additional three (3) year term if Contractor notifies the City in writing of its intention to renew no later than January 31 in the last year of the first extension of the Contract. Either the City of the Contractor may request modifications to the agreement if such an extension is requested.

C. Commencement of work by contractor
The Contractor must commence work on the date and year specified in paragraph A. Failure to commence work on the specified date will result in forfeiture of the $500,000 performance bond.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-3. Contractor as Independent Contractor.

Effective: Tuesday, February 20, 2018

It is expressly agreed and understood that the Contractor is in all respects an Independent Contractor as to the work, notwithstanding that in certain respects the Contractor is bound to follow the direction of designated City Officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The agreement specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless otherwise provided in the contract.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-4. Subletting of Work Specified in Agreement.

Effective: Tuesday, February 20, 2018

The agreement or any portion thereof shall not be sublet except with the prior written consent of the City Commission which may be withheld for any reason or for no reason. No such consent will be construed as making the City a party of or to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under this agreement, and despite any such subletting, the City shall deal through the Contractor. Subcontractors will be dealt with as workmen and representatives of the general contractor, and as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-5. Exclusive Rights.

Effective: Tuesday, February 20, 2018

The City grants to the Contractor the exclusive right and obligation to provide solid waste collection services within the City of Lake Wales with the following exception: contractors engaged in building or remodeling operations shall be permitted to remove the waste accumulated as a result of their operations with their own equipment and labor, but not by using the services of another solid waste contractor. The City of Lake Wales reserves the right to collect refuse relating to street maintenance, lot clearing and other activities relating to city functions.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-6. Exclusions.

Effective: Tuesday, February 20, 2018

No residential units or institutional, commercial or industrial establishment within the municipal limits shall be excluded from the provisions of this contract. Notwithstanding anything to the contrary contained herein, Contractor shall not be obligated to collect waste, in any amount, which is defined, characterized, or designated as hazardous or infectious by the United States Environmental Protection Agency or appropriate State agency pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State Law (collectively, "Excluded Waste").

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-7. Effect of City Ordinances on Performance.

Effective: Tuesday, February 20, 2018

Nothing contained in any ordinance of the City now in effect, or hereafter adopted, pertaining to the collection of garbage and trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of the Contractor in the performance of the terms of this agreement except as said ordinances are adopted to comply with county, state or federal regulations. It is the intention hereof that the Contractor be required to perform strictly the terms of this agreement, in compliance with all Polk County, State of Florida and Federal regulations pertaining to the collection and disposal of solid waste.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-8. City Not Liable For Delays.

Effective: Tuesday, February 20, 2018

It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-9. City Held Harmless.

Effective: Tuesday, February 20, 2018

The Contractor shall hold the City harmless from injuries, damages and certain other acts of the Contractor. The Contractor and his surety hereby expressly bind themselves to indemnify and save the City harmless from all suits or actions of every name and description brought against said City for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of, said Contractor, or his servants or agents, including subcontractors engaged in doing work herein contracted for or by, or in consequence of any negligence in guarding against same, or in any improper materials or equipment used in its performance, or by or on account of any act or omission of the said Contractor, or on account of any claims or amounts recovered by infringement of patent, trademark, or copyright, or from any claims or amounts arising or recovered under the Workmen's Compensation Laws.

If there is any money due to the Contractor, as much of the money due to the said Contractor as the City Manager shall deem necessary to protect the City, may be retained by the City until such suit, or suits, actions or actions, claim or claims, injuries, damages as aforesaid, shall have been settled and suitable evidence to that effect has been furnished to the City Manager.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-10. Cancellation or Annulment of Agreement.

Effective: Tuesday, February 20, 2018

The Contractor and the City recognize that it is of paramount importance that the agreement is performed and the individual customers receive service. If the Contractor fails to begin work at the time specified, or fails to perform the work with sufficient number of workmen and sufficient and adequate equipment to ensure the proper and substantial performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgement for the payment of money to stand against him unsatisfied, and if the City through its City Manager gives notice of such default, and the Contractor or his surety fails to cure such default within seven (7) days after giving such notice by the City, then the City may thereupon, by action of the City Commission, declare the agreement cancelled.

Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and/or the City may enter into agreements with others for the performance of the work and services herein contracted for.

Such cancellation of the agreement shall not relieve the Contractor or the surety of the liability for failure to faithfully perform this agreement, and in case the expense incurred by the city in performing or causing to be performed the work and services provided for in the agreement, then the Contractor (and surety to the extent of its obligation) shall be liable to the City for said amount. Contractor's surety or security will not be released until such time as the term of this agreement would otherwise have expired.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-11. Operation During Dispute.

Effective: Tuesday, February 20, 2018

Except where the City has failed to pay the Contractor, and has not cured such failure after sixty (60) days' written notice, in the event the City has not cancelled the agreement in accordance with the terms provided in Section 17-10, and there remains a dispute between the Contractor and the City, the contractor agrees to continue to operate and perform under the terms of this agreement while said dispute is pending, and agrees that in the event a suit is filed for injunction or other relief to continue to operate the system until the final adjudication of the court.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-12 – 17-19. RESERVED

Effective: Tuesday, February 20, 2018

(Ord. No. 2018-02, § 1, 02-20-2018)

Article II. Administration of agreement by city.

§ 17-20. Charges for Services Provided by Contractor.

Effective: Tuesday, February 20, 2018

The City Commission shall approve all rates charged to residential or commercial customers for services provided under this agreement. The Contractor may petition the City for rate adjustments at reasonable times on the basis of unusual changes in the cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges or material changes in the value of recycling commodities defined as a decline of more than 20%, and no such request shall be unreasonably denied. The City may petition the Contractor for rate adjustments at reasonable times on the basis of unusual changes that decrease the cost of doing business, such as revised laws, ordinances, or regulations, changes in location of disposal sites or changes in disposal charges, decreases in the tonnage collected relating to solid waste for residential and/or commercial customers, and no such request shall be unreasonably denied.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-21. Billing and Payment for Services Provided by Contractor.

Effective: Tuesday, February 20, 2018

The City shall bill residential customers for services rendered by the Contractor and remit a pro-rated per customer rate to the Contractor as provided in this agreement. Contract fees will apply only to actual services rendered per residence. "Actual Service" will be linked to the status of the utility services at the residence; i.e., utility service on "vacation status" or disconnected for any reason shall not be considered to be "active." Solid waste collection service shall not be considered to have been rendered while the utility account is not on active status. With each remittance, the City shall provide the number of "Active" pro-rated residential customers at the time of the most recent preceding billing. In June 2010 the City billed 4,4473.72 residential solid waste customers. Charges for solid waste collection, recycling, and disposal services shall be included on the residential customer's utility bill and shall be billed during the regular utility billing cycles for following the close of the month when solid waste services are provided. The City Commission, by ordinance, may change the billing and collection period and method for any service individually or all services collectively.

It is recognized that disagreement may occur between the City and the Contractor related to billing and remittance due to the Contractor. When disagreement occurs concerning the contract provisions governing the customer rate, customer count, and/or whether billing period(s) were correctly calculated, the City Manager or his/her designee will make the determination. The City Manager's determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to explain or justify his/her interpretation of the applicable contract provision(s). If the City Manager and Contractor are unable to reach a mutually acceptable payment schedule, the City shall deduct from the next scheduled payment(s) to the Contractor any overpayment previously made to the Contractor. In the event the Contractor does not agree with the City Manager's determination, the Contractor may appeal to the City Commission within thirty (30) days of the City Manager's decision.

The Contractor shall bill commercial and roll-off customers for services rendered and remit franchise fees to the City as provided in this agreement.

Accounts to be billed and payments due to the Contractor shall be determined as follows:

A. Residential Accounts

A residential unit shall be deemed to be receiving solid waste collection, recycling, and disposal services when utility services are supplied thereto. Contract fees will only apply to actual services rendered per residence. "Actual Service" will be linked to the status of utility service at the residence; i.e., utility service disconnected for any reason are not considered to be "active'" However, residents on "vacation status" will be charged vacancy rate of 25% of the normal residential rate. Accordingly, each residential unit considered to be "active" or on "vacation status" shall be billed for solid waste collection, recycling, and disposal services.

Payments to the Contractor will be made on a monthly basis with the first payment made by the 20th of the month following the monthly billing cycle. The first billing cycle will be November 2018 for October 2018 services. The first payment due date will be December 20, 2018. Payments will be made in accordance with Section 17-22, hereof.

B. Commercial Accounts

A commercial unit shall be deemed to be receiving solid waste collection and disposal services when a business tax receipt has been issued on a permanent of conditional basis. The Contractor shall invoice commercial and roll-off customers accordingly. The contractor shall pay the franchise fees at the end of each quarter by the 20 of the month following the end of each quarter in accordance with Section 17-23, hereof. For services rendered during fiscal year 2018-2019, the commercial rate shall be $7.46 per cubic yard. The rates shall be adjusted annually on each anniversary date beginning October 1st to reflect an increase based on Consumer Price Index for All urban Consumers (Water, Sewer and Trash Collection Services) US. Average, as published by the United State Department of Labor, Bureau of Labor Statistic. The minimum increase shall be 2.5% annually; however, Contractor may petition the Commission if the index is greater than 2.5% but in no event shall the total increase exceed 3%.

(Ord. No. 2018-02, § 1, 02-20-2018)

NOTATION

Note: Roll off customer's rates are based on negotiated contract between Contractor and the customer.

§ 17-22. Residential Payments.

Effective: Tuesday, February 20, 2018

Payments shall be calculated based on fixed per customer rate multiplied by the pro-rated number of City active residential solid waste customers. "Actual Service" will be linked to the status of utility services at the residence; with or plus the number of residential solid waste customers on "vacation status" billed at the 25% vacancy rate.

The rates shall be adjusted annually on each anniversary date beginning October 1st to reflect an increase based on the Consumer Price Index for all Urban Consumers (Water, sewer and Trash collection Services) or two and one-half percent (2.5%), whichever is greater, but not to exceed three percent (3%) without further need for Commission action. In addition, should the price of diesel fuel increase or decrease by an extraordinary rate of ten percent (10%) of the base rate of $2.75 per gallon, the Contractor or the City may petition and shall be granted a pass through cost increase or decrease based on monthly gallons used and difference in price to calculated and allocated per customer per month. Should the fuel cost not exceed the ten percent (10%) threshold, the rate would be adjusted via the CPI. Should the fuel cost fall below the $2.75 per gallon, the CPI calculation will be lowered for the fuel cost portion. Example: If a fuel cost adjustment is required and fuel cost represents ten percent (10%) of the Contractor's operating budget then the CPI will be reduced ten percent (10%) before the fuel cost adjustment is added or if the fuel cost falls below $2.75 per gallon the CPI will be reduced the ten percent (10%).

The same formula **will** apply to the Commercial customers. The fuel cost will be calculated and allocated per cubic yard.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-23. Franchise Fee.

Effective: Tuesday, February 20, 2018

In return for the grant of franchise of provision of solid waste collection and disposal services within the city limits, the Contractor shall pay a franchise fee equal to twelve and one-half percent (12.5%) of commercial and roll-off invoices. Due to the fact that roll off container service is exclusive, the Contractor agrees to negotiate in good faith with residents to provide competitive rates for such service.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-24. Supervision of Contractor Performance.

Effective: Tuesday, February 20, 2018

The City Manager or his designee shall supervise the Contractor's performance of this agreement, and the Contractor shall be so notified in writing by the City Manager or his/her designee. If at any time during the life of the agreement, performance satisfactory to the City Manager shall not have been made, the Contractor, upon notification by the City Manager, shall increase the force, tools and equipment as needed to properly perform this work under this agreement. The failure of the City Manager to give such notification shall not relieve the Contractor of his obligation to perform the work at the time and manner specified by this agreement.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-25. Disagreements Between Contractor and City.

Effective: Tuesday, February 20, 2018

To prevent misunderstanding and litigation, the City Manager or his designee shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the agreement provisions, and the acceptable fulfillment of the agreement on the part of the Contractor.

The City manager will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of the contract.

In the event the Contractor does not agree with the City Manager, the Contractor may appeal to the City Commission within thirty (30) days of the City Manager's decision.

In the event a disagreement arises and refuse needs to be collected and disposed of the City Manager or his designee may notify the Contractor of the location of refuse which has not been collected due to disagreement between the City and the Contractor, and it shall be the duty of the Contractor to remove all such refuse within three (3) days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the cost incurred by the City shall be deducted from the next scheduled payment to the Contractor for services rendered. Notwithstanding the foregoing, this section does not apply to Excluded Waste.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-26 – 17-29. RESERVED

Effective: Tuesday, February 20, 2018

(Ord. No. 2018-02, § 1, 02-20-2018)

Article III. Contractor services & obligations.

§ 17-30. Scope of Service.

Effective: Tuesday, February 20, 2018

It is the intent of this agreement to provide for the total collection of all refuse in the City of Lake Wales, Florida, with the exception of exclusions which are specifically listed herein. Scope of service to be performed by the Contractor shall be defined as follows:

A. Residential Service (Single, Duplex, Multi-family Dwelling Units and Mobile Homes all of which receive automated or semi-automated collection services.)

1. RESIDENTIAL GARBAGE AND TRASH

(a) FREQUENCY: The Contractor shall collect garbage and containerized trash from places of residence by automated or semi-automated service as necessary to collect the solid waste in totes one (1) time per week. If Contractor is notified by 2:00 pm, a missed pick-up will be removed on the same day. In any case, Contractor guarantees missed pick-ups will be removed within twenty four (24) hours. Contractor will provide, maintain and replace 95, 65 and 35 gallon totes as necessary for the residents. Additional totes may be purchased by residents for solid waste or recycling at the following rates: $60.00/per tote fee and $40.00/delivery fee. The residents will contact the City and the City will notify Republic via email. The Contractor will own the totes. The Contractor shall remove bulk items, such as household furniture and appliances, within 24 hours from receipt of request, unless the request is submitted on Friday, in which case the response will occur on the following collection.

Starting time for collection shall not occur before 6:00 a.m. on any day nor continue after 8:00 p.m. unless authorization has been obtained from the City Manager or his designee.

(b) QUANTITY: The Contractor shall be required to pick up all garbage and trash generated by a residential unit, except when the total pickup exceeds two (2) cubic yards.

(c) LOCATION: Complete garbage and trash collection service is hereby provided for in this agreement. Garbage, trash and bulk waste such as household furniture and appliances shall be placed at the curbside or beside service alley, if available. Back-door pickup of garbage and trash is available for residents with medical or physical conditions.

(d) METHOD: The Contractor shall make collections with minimum of noise and disturbance to the householder. Totes shall be handled carefully by the Contractor and shall be thoroughly emptied and left where they were found. This work shall be done in a sanitary manner. Any garbage or trash spilled by the collector shall be picked up immediately by the contractor’s employees.

2. RESIDENTIAL YARD WASTE

(a) FREQUENCY: The Contractor shall collect yard waste from places of residence one (1) time per week. If for some reason the pile cannot be picked up, the yard waste will be tagged by contractor notifying the resident to contact contractor. Contractor will coordinate with Code enforcement to resolve the issue.

(b) QUANTITY: The contractor shall be required to pickup yard waste generated by a residential unit. The contractor shall inform the owners of the residential units that items such as tree limbs, tree trunks, palm fronds, etc., shall be cut in lengths no greater that four (4) feet long if the item's diameter is less the six (6) inches; and shall be cut in lengths no greater than two (2) feet if the item's diameter is six (6) inches or greater. Grass cuttings, weeds, leaves, and other yard material must be placed in containers, bags, or bundles. No single item shall exceed fifty (50) pounds in weight. Contractor will collect unlimited amount of routine yard trimmings. Professional tree service companies are responsible for disposing of the resident's debris. In instances of conflict relating to unusual and infrequent noncompliance with yard waste disposal requirements, the City Manager will determine whether or not the quality of the work and the fee charged is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor.

(c) LOCATION: Yard waste shall be collected from the front of the premises near the street (curbside) or from service City-approved alleys at the rear of the property, where available. On streets where no parkways or lawn areas near the street are available for placement of yard waste, the owner or occupant shall place yard waste adjacent to the driveway, but not further than ten (10) feet from the street nor in the street.

(d) METHOD: The Contractor shall make collections with as little disturbance as possible. This work shall be done in a sanitary manner, and any refuse spilled by the collector shall be picked up by the contractor' employees.

(e) TWO ANNUAL CLEAN-UPS The Contractor will provide two annual "clean-ups" each year, once in the Spring and once in the Fall, when all residential waste, without limit as to size, deposited on the curbside shall be collected, except for debris or waste products generated by land clearing, building construction or alteration, and waste or materials that may not be disposed at the Polk County Landfill.

(f) ANNUAL CLEAN-UPS In addition to the two city wide annual clean-ups, the contractor will with the City when certain areas need to be cleaned up. Dumpsters will be provided at no charge at the discretion of the City Manager or his/her designee.

3. RESIDENTIAL RECYCLING

(a) RECYCLING ITEMS:

a. Aluminum, steel, and tin cans

b. Recyclable plastics – bottles and jugs

c. Clear glass – bottles and jugs

d. Newspapers

e. Office papers

f. Magazines, phonebooks

g. Items not allowed light bulbs, paint cans, windows, or dishes, shoeboxes

h. Cardboard – laid on the ground by the 18-gallon recycling bins for collection. If and when the City changes of 65-gallon totes, all cardboard is required to be cut down and placed inside the 65-gallon tote. When the 65-gallon totes are in use, contractor has not obligation to collect cardboard not placed inside the tote.

(b) FREQUENCY: The Contractor shall collect recycling from places of residence one (1) time per week on a regular scheduled collection day.

(c) METHOD: The Contractor shall make collections with as little disturbance as possible. This work shall be done in a sanitary manner, and any refuse spilled by the collector shall be picked up by the contractor' employees.

(d) RECYCLING CHARGES – 18 gallon bins: The contractor, at no cost to the customer or the City, will provide recycling bins for residential customers. Additional recycling containers will be provided upon request at no additional charge. The City will select the size, color, and logo that will be used on the recycling bins.

(e) RECYCLING CHARGES – 65/gallon totes: the Contractor shall supply and ensure distribution of one (1) 65/gallon recycling tote to each resident in the City of Lake Wales after September 30, 2018, at the Contractor' expense. The distribution of the 65/gallon totes will be a date mutually agreed upon by the Contractor and the City. The title to these Recycling totes shall remain with the Contractor. The Contractor will supply and replace at its expense any Recycling Container damaged through the fault or negligence of the Contractor or its employees. The Contractor may charge a tote replacement fee of Sixty Dollars ($60.00) and a container delivery fee of Forty Dollars ($40.00) for replacement of any Recycling tote other than those damaged by the negligence of the Contractor or its employees. The Contractor shall replace Recycling totes within five (5) business days of request by the resident or the City.

(f) RECYCLING INCENTIVE: The Contractor will provide an annual rebate payment to the City for increasing the recycling tonnage. The Contractor will pay a rebate of $37.95 per ton on the annual average tonnage increase year-over-year. For example if the City's average tonnage increased 10 tons in 2018 over 2017s tonnage, the City would receive a $3,000 recycling rebate (10 tons x 12 months x $25 per ton = $4,554).

(g) COMMERCIAL RECYCLING – The City's commercial customers will be offered commercial recycling services. Each commercial customer's recycling needs are unique. As available, he recycling service will be tailored to meet each customer's needs.

B. Service to multiple family units and mobile home parks. Multi-family dwelling units and mobile home parks may use the following containers for accumulation of garbage and trash:

1. Automated or semi-automated tote service as per RESIDNETIAL SERVICES

2. Dumpsters emptied by mechanical means. See COMMERCIAL SERVICES for scope of service.

3. Recycling services will be provided in front-end containers.

C. Commercial Service(office buildings, stores, filling stations, lodges, motels, laundries, hotels, all public buildings, mall and shopping centers, food service, lodging establishments service establishments, light industry, schools, churches, clubs, hospitals and nursing homes, industrial establishments, construction sites and any establishments not included in the definition of residential unit)

1. COMMERCIAL GARBAGE AND TRASH

(a) FREQUENCY: Garbage and trash shall be collected for customers using cans not less than twice per week and shall be collected at a greater frequency if required to protect public health. Collection service for customers using containers emptied by mechanical means will be available from one day to six days per week; the frequency of service will be as mutually agreed upon by the customer and the Contractor, and shall be sufficiently frequent to protect the public health from the excessive accumulation of garbage and trash. If garbage and trash is collected more than once per day, the Contractor may charge the customer for the extra collection. Starting time for collection shall not occur before 6:00 a.m. on any day nor continue after 8:00 p.m. unless prior authorization has been obtained from the City Manager or his/her designee.

(b) QUANTITY: All garbage and trash generated at commercial and industrial establishments shall be collected. Where containers emptied by mechanical means are in use, all materials shall be placed in containers for collection. Commercial establishments provided hand pickup collection (cans) must place all refuse in containers for collection.

(c) LOCATION: It is the duty of the owners/operators of such establishments to accumulate refuse in locations mutually agreed upon by the owners/operators and the Contractor, and which are convenient for collection by the contractor. Where mutual agreement is not reached, the City Manager or his designee shall specify the location.

(d) METHOD: The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees.

(e) CONTAINERS: Commercial and industrial establishments may use any of the following containers for accumulation of refuse:

(1) The Contractor shall collect garbage and containerized trash by automated or semi-automated service as necessary to collect the solid waste in totes two (2) times or four (4) times per week depending on the commercial customer's service subscription. Contractor will provide, maintain and replace 95 gallon totes as necessary for the customer. Up to one additional tote will be provided when requested by the customer. Each additional tote will be $60.00/tote and $40.00/delivery fee. The contractor will own the totes.

(2) Dumpsters emptied by mechanical means.

(3) Contractor shall provide plastic commercial dumpsters in certain identified areas which will serve to decrease the noise caused by dumping of metal dumpsters. Locations shall be identified and designated at the request of the City Manager.

2. COMMERCIAL YARD WASTE

All yard waste generated at commercial and industrial establishments shall be placed in separate containers for collection and shall not be mixed with garbage and trash or other waste. Commercial establishments provided hand pick-up collection (cans) must prepare yard waste for collection as set forth herein under paragraph A.2(b).

See RESIDENTIAL SERVICE – RESIDENTIAL YARD WASTE for scope of services.

D. Municipal Service (Parks, picnic areas, sidewalks, rights-of-way, and other property owned, leased, rented and controlled by the City of Lake Wales)

The Contractor shall empty all refuse containers used by the general public in any of the areas or places named in the above caption. The schedule may be amended during the term of the agreement upon the direction of the City Manager. The City shall have the right to use regular commercial type trash containers or cans with covers. Provision of containers and servicing of the facilities shall be performed at no cost to the City.

The following is a list of City facilities with container sizes and collection frequency. Additional locations may be designated at the sole discretion of the City Manager.

	Facility/Location	Size	Times/Frequency
1	Lake Wales Cemetery – Mulberry Street	4	2 weekly
2	Lake Wales Public Library – 290 Cypress Gardens Lane	2	1 weekly
3	Ball Park/Baranco – 300 Lakeshore Blvd N	4 and 8	2 weekly
4	City of Lake Wales – 409 3rd Street N (Kirkland Gym)	2	1 weekly
5	Lake Wales Waste Water – 830 Henry Street	3	1 weekly
6	Soccer Complex – Hunt Brothers Road	4	1 weekly
7	Lake Wales Community Center – 315 MLK Blvd (Walker & Seminole)	3	3 weekly
8	City Hall – 2011 W Central Ave	4	2 weekly
9	City Hall – 201 W Central Ave	(3) 95 galRecycle totes	1 weekly
10	Kiwanis Park – 1000 Lakeshore Blvd N	2	1 weekly
11	Lake Wales City Garage – Sessoms & Market	2	1 weekly
12	Depot Museum – 325 Scenic Highway S	2	2 weekly
13	Ball Park/Senior League – Springer Drive & Edgewater	8	2 weekly
14	138 Sessoms Ave – Yard Waste	20 yards	5 monthly
15	138 Sessoms Ave – Roll Off – Tires	10 yards	1 monthly
16	138 Sessoms Ave – Roll Off – Mixe Debris	20 yards	2 weekly
17	City of Lake Wales – Downtown trash receptaclesFlorida Refuse empties receptacles (located at Park and Stuart)	22 cans est.	2 weekly
18	City of Lake Wales – park receptaclesCity Public Works empties receptacles due to bike path and walkers in area (not safe for a garbage truck in this area)	22 cans est.	2 weekly
19	138 Sessoms Avenue – Brush	20 yards	5 monthly

*Charges for additional pulls of roll off units will be $275.00 per pull plus tipping charges for extra disposal.

E. Customer Service Facilities

The Contractor may have a customer service office located outside the city limits, but the telephone number must be local or toll-free. It shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours.

F. Scattered Refuse

The Contractor shall not be responsible for scattered refuse unless the same has been caused by his acts or those of any of his employees, in which case all such scattered refuse shall be picked up immediately by the Contractor.

G. Title to Refuse

The Contractor shall take title to acceptable refuse, recycling, and yard waste collected under this Agreement when it is placed in a Contractor vehicle. Title to and liability for Excluded Waste shall at no time pass to Contractor.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-31. Quality of Service.

Effective: Tuesday, February 20, 2018

A. ***Character of workmen and equipment***

The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified and sober personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All subcontractors, superintendents, foremen and workmen employed by the Contractor shall be careful and competent.

The Contractor shall also provide company uniforms. Any employee of the Contractor who misconducts himself or is incompetent or negligent in the due and proper performance of his duty, or is disorderly, dishonest, drunk or grossly discourteous, shall be discharged upon receipt of a written request of the City Manager by the Contractor such that action can be taken. The City shall specify reasons for the request. The Contractor shall reemploy no such discharged employee during the terms of this agreement without the written consent of the City.

All employees used by the Contractor during the terms of this agreement shall be acceptable to the City in the performance of their duties and of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference, or delay to any work or services rendered to the City or by the City. The Contractor shall see to it that his employees serve the public in a courteous, helpful and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him. Care shall be taken to prevent damage to property, including shrubs, flowers and other plants. After emptying containers, employees shall return them to the same location from which they were taken, standing upright. Anything spilled shall be picked up immediately by such employee.

B. ***Cooperation of contractor required***

The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this agreement. He shall have at all times a competent English-speaking representative on the work site authorized to receive orders and to act for him in the case of his absence.

C. ***Inspection of work***

The Contractor shall furnish the City Manager or his designee with every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of the agreement. The Contractor shall designate, in writing, the person to serve as agent and liaison between his organization and the City. He may designate himself to so serve. The City Manager may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time and the Contractor shall admit members of the City Commission and other authorized representatives of the City to make such inspections at any reasonable time and place.

D. ***Handling complaints***

The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which he is doing business as a Contractor and provide answering service for those customers needing to contact him between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 noon Saturday.

1). In order that the City may be informed of the quality of service, the Contractor agrees to maintain a record of all complaints for inspection by the City. The Contractor agrees to furnish a weekly report of all complaints, listing the name and address of the person complaining, the nature of the complaint, and disposition of such complaint. All complaints whether received in person, by mail or telephone, shall be recorded in triplicate, one (1) copy to go to the City and two (2) copies to be retained by the Contractor. Complaints received before 12:00 noon, shall be serviced before 6:00 p.m. the same day; and complaints after 12:00 noon shall be serviced by 12:00 noon the following day. The Contractor shall notify the City of any unresolved complaints in the weekly report. For each month in which the number of legitimate complaints reaches more than fifteen, whether for garbage or trash, or any other cause, the City shall be entitled to claim liquidated damages of twenty dollars per complaint in excess of 15 per month. Complaint shall be considered unsatisfactorily resolved unless satisfactory disposition of the claim is furnished. The decision of the City Manager shall be final. The Contractor will provide access and training to allow City staff to track and/or directly enter customer complaints into the Contractor's computer system. This system will also allow staff the ability to track the progress and results of customer complaints.

2). City personnel shall direct first time customer complaints to Contractor's customer service personnel. Instances in which customers have previously contacted the Contractor and satisfactory resolution has not been achieved, or in which customers have been redirected to contact the City causing City personnel to become involved in handling solid waste customer complaint issues, the Contractor shall reimburse the City its personnel service costs associated with City staff members involved. The City Manager or his/her designee will calculate personnel service costs. The City's calculation shall be final, conclusive and binding upon both the City and the Contractor. The 'personnel service cost" reimbursement shall be deducted from the next scheduled payment(s) to the Contractor and a detailed schedule shall be provided to the Contractor. In the event the Contractor does not agree with the cost deduction, the Contractor may appeal to the City Commission within thirty (30) days of the deduction.

E. ***Customer information***

The Contractor shall provide each residential customer with a condensed version, approved by the City, of rules and regulations for refuse collection. Said condensed version shall outline rates and obligations of the customer and Contractor, according to the terms of this agreement.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-32. Disposal of Refuse.

Effective: Tuesday, February 20, 2018

The City suggests that refuse collected by the Contractor be hauled to the disposal facility owned and operated by Polk County. The City will assume no charges made by the County or by any other disposal facility for the Contractor to use such facility.

A. In general

The Contractor shall abide by the route and schedules. The City reserves the right to deny the Contractor's vehicle access to certain streets, alleys and public ways, inside the City or outside the City enroute to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets or bridges. The Contractor shall not interrupt the regular schedule and quality of service because of such street closures. Any and all route and/or schedule changes shall be approved by the City Manager. The Contractor shall furnish written notices of changes in schedules to the customers at least ten (10) days prior to the actual change in routes or schedules. The city Manager's decision regarding a route and/or schedule change may be appealed to the City Commission. The decision of the City Commission shall be final. NOTE: The Contractor's attention is directed to the fact that at various times during the year, the quantity of refuse to be disposed of is materially increased by fluctuation in the amount of yard waste. This additional workload will not be considered adequate justification for failure of the Contractor to maintain the required collection schedules and routes.

B. Conditions resulting in excessive debris or refuse

In the event excessive amounts of debris or refuse have accumulated by reason of any storm, freeze, natural disaster, severs disturbance, riot or other calamity, the Contractor shall submit a certified estimate to the City Manager of additional payroll costs, equipment and disposal costs to remove and dispose of the excessive debris or refuse. The Contractor shall submit a written estimate for review and approval by the City Manager, prior to performing this additional work.

C. Holidays

When any of the following holidays falls on a regular scheduled collection day, the Contractor shall provide notice of schedule change to the City no later than three months preceding the holiday. The contractor shall collect all solid waste on the previous day or the following day.

New Year's Day, Memorial Day, July 4th

Labor Day

Thanksgiving Day

Christmas Day

D. Animals

Employees of the Contractor shall not be required to expose themselves to the danger of being attacked or bitten by vicious animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large, but the Contractor shall immediately notify the customer and City Manager, in writing of such conditions and of his inability to make collection because of such conditions.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-33. Equipment.

Effective: Tuesday, February 20, 2018

A. Type to be provided

The Contractor shall provide packer type trucks, hydraulically operated for loading and unloading of solid waste which is water tight to a depth of not less than eighteen inches. When feasible, the Contractor shall utilize cost saving equipment.

B. Quantity

The Contractor shall provide sufficient equipment, in proper operating condition, so that regular schedules and routes of collection can be maintained.

C. Condition

Equipment shall be maintained in a reasonable, safe, working condition, to be painted uniformly with the company name, telephone number and the number of the vehicle printed in letters of not less than three (3) inches high on each side of the vehicle. Vehicles shall be numbered and a record kept of the vehicle to which number is assigned. No advertising shall be permitted on vehicles. The Contractor is required to keep collection vehicles and commercial containers emptied by mechanical means cleaned and painted to present a pleasing appearance.

D. Operation

Each non-packer trash vehicle shall be equipped with a cover that may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered. Vehicles shall not be overloaded so as to scatter refuse. However, if reuse is scattered for the Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall have a fork and broom for this purpose. The contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-34. Employment and Working Conditions.

Effective: Tuesday, February 20, 2018

The Contractor shall comply with all applicable state and federal laws relating to wages and hours, and all other applicable laws relating to the employment or the protection of employees now or hereafter in effect.

The Contractor is required and hereby agrees by accepting this agreement, to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act as amended and changes from time to time. The contractor also agrees that upon written request, the Contractor will provide the city all information and policies, whether written or oral, relating to wages or terms and conditions of employment for employees in the service of the Contractor under this agreement. Conditions of employment shall be published and conspicuously posted so that all employees may be informed.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-35. Payment of Taxes.

Effective: Tuesday, February 20, 2018

The Contractor shall pay all federal, state and local taxes, to include sales tax, social security, workmen's compensation, unemployment insurance and other required taxes which may be chargeable against labor, material, equipment, real estate and any other items necessary to and in the performance of work under this agreement.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-36. Compliance with Laws and Regulations.

Effective: Tuesday, February 20, 2018

The Contractor hereby agrees to abide by all applicable federal, state, county and city laws and regulations. The Contractor and his surety indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability to the extent arising from or based on the violation of any such laws, ordinances, regulations, order or other decree, whether by himself, his employees or his subcontractor. This clause shall not apply to claims or violations arising out of Excluded Waste generated within the city. This clause shall apply not only during the term of this agreement but also as to any claim, liability or damages which are based on the Contractor's conduct during the term of this agreement and in the event the City is charged with the responsibility, jointly or severally, for the aforementioned conduct as a successor to the Contractor.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-37. Provision of Insurance.

Effective: Tuesday, February 20, 2018

The contractor shall not commence work under this agreement until he has obtained all insurance required under this agreement and such insurance coverage has been approved by the City Manager of the City of Lake Wales, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of subcontractor has been obtained and approved.

A. *Compensation insurance*

> **Worker's Compensation** – The Contractor shall provide and maintain during the life of this agreement Worker's Compensation Insurance for all of his employees who are employed in connection with the work. If the work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded the Contractor. In case and lass of employees engaged in hazardous work under this agreement is not protected under the Worker's compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the unemployment compensation protection of his employees not under or otherwise protected. Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of $3,000,000 each accident, $1,000,000 each employee, $1,000,000 policy limit for disease.

B. *Public liability and property damage insurance*

The Contractor shall provide and maintain during the life of this agreement, at his own expense, such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this agreement from claims for property damage which may arise from operation under this agreement, whether such operation be by himself or by a subcontractor, or anyone directly employed by the Contractor ow subcontractor. The amount of such insurance shall be as follows:

Commercial General Liability – Contractor shall maintain commercial general liability (CGL) insurance with a limit not less than $3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $6,000,000. Products and completed operations aggregate shall be $6,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and complete operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

Commercial Automobile Liability Insurance – Contractor shall maintain automobile liability insurance with a limit of not less than $3,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of an auto (including owned, hired and non-owned autos). The policy shall include contractual liability coverage.

C. *Proof of insurance*

The Contractor shall furnish the Finance Director prior to the start of any operations under this agreement with Certificates of Insurance. The Certificates are to be signed by a person authorized by the insurer to evidence coverage on its behalf. The City of Lake Wales is to be specifically included as an additional insured on all policies except Worker's Compensation. In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued 30-days prior to said expiration date. All certificates of insurance must be on file with and approved by the City before the commencement of any work activities. To be acceptable to the City, each insurance certificate shall contain a clause substantially as follows: "Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered within accordance with the policy provisions."

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-38. Guarantee of Performance.

Effective: Tuesday, February 20, 2018

The Contractor hereby deposits with the City a performance bond in the amount of $500,00 as a guarantee to the City of faithful performance under the terms of this agreement. This performance bond shall be written by a company with a Class 9A or higher financial rating as shown in Best's Key Rating Guide.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-39. Liquidated Damages.

Effective: Tuesday, February 20, 2018

Should the Contractor fail to perform in accordance with the provisions of this agreement and/or refuse to pay any liquidated damages upon receipt of invoice from the City, the City shall, in addition to the amounts provided in other provisions of the agreement, be entitled to claim against the performance bond of the Contractor as provided in Section 17-39, or deduct from the next regularly scheduled payment to the Contractor, the following amounts, not as a penalty, but as liquidated damages for such breach of contract:

Unsatisfactorily resolved complaints over 15 per month.	$20.00 each case
Failure to clean up spillage promptly from vehicle or after having emptied containers, whether of private or public streets, alley, etc.	$25.00 each case
Failure to clean vehicles or change container as requested by customer.	$25.00 each vehicle or container
Failure to keep vehicles closed or covered	$25.00 each vehicle
Load vehicles left standing on the street unnecessarily	$25.00 each vehicle
Failure to maintain schedule established and given as a requirement of this contract, in writing to the public and to the City.	$250.00 per violation of route schedule

If Contractor disputes an assessment of liquidated damages, it shall notify the City Manager within 10 days of such an assessment and provide the basis for its dispute in writing. The City Manager shall review the decision and make a determination. If Contractor disagrees with the City Manager, it may appeal the assessment to the City Commission. If it is determined that the liquidated damages was improperly assessed, the City will compensate Contractor for any such amount that may have been withheld by the city from prior payments.

(Ord. No. 2018-02, § 1, 02-20-2018)

Article IV. Miscellaneous.

§ 17-40. Special Collection Services.

Effective: Tuesday, February 20, 2018

Bulk waste. Discarded household furniture, appliances, stoves, washing machines and similar items shall be placed at the curbside or beside the service alley in a location accessible to the collector vehicle. All lids or doors shall be securely sealed or otherwise prepared to prevent entry and entrapment. Such items shall be removed by the contractor after the owner or occupant of the premises has made arrangements for a special pick up. Items shall be removed on the next regular working day after receipt of the request at no additional charge.

Bulk yard waste. Large cuttings of vegetative and wood matter which are part of normal yard maintenance but which cannot be cut for placement in a container or bundle due to the excessive weight or size of the yard waste shall be reasonably stacked. Bulk yard waste shall be of a type readily handled by collector and shall not exceed four (4) feet in length or fifty (50) pounds in weight. Such items shall be collected by the contractor after the owner or occupant of the premises has made arrangements for a special pick up.

Other special services. Construction debris, roofing, concrete, tires, auto parts, engines, tree trunks and other items not included in the definition of garbage, trash, yard waste, hazardous waste, industrial waste or infectious waste shall be picked up at an extra charge to the customer. Professional tree service companies are responsible for disposing of the resident's debris. All charges for other special services shall be mutually agreed upon by the contractor and the owner or occupant of the premises prior to removal.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-41. Items not Collected or Disposed of by the City or the Contractor.

Effective: Tuesday, February 20, 2018

(a) The following items shall not be accepted by the city or the contractor for collection and disposal:

(1) Hazardous waste.

(2) Industrial waste.

(3) Infectious waste.

(4) Any waste that requires special handling due to regulatory requirements.

(b) All waste materials listed in paragraph (a) and defined in section 17-1 shall be separately containerized by the owner or occupant of the premises and shall be collected by a contractor permitted by the applicable regulatory agencies and disposed of in accordance with guidelines promulgated by said agencies.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-42. Recycling of Materials used or Generated in Conduct of City Business.

Effective: Tuesday, February 20, 2018

(a) Each department of the city shall collect, to the greatest extent practicable, recyclablematerials and products used during the operation of facilities and offices. At a minimum, provisions shall be made to collect wastepaper and empty aluminum beverage cans generated by employee activities during the conduct of city business. The method for disposing of collected recyclable materials shall be determined by the city manager.

(b) The parks and recreation department shall, to the greatest extent practicable, recycle yard waste generated from landscaping maintenance of parks, rights-of-way and other city property. At a minimum, provisions shall be made for composting or mulching of organic materials that would otherwise be disposed of in a landfill and reusing said recycled materials in landscaping maintenance of parks, rights-of-way and other city property.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-43. Notice.

Effective: Tuesday, February 20, 2018

Notices for the purpose of the Contractor as called for under this agreement should be forwarded to Florida Republic Services, Limited partnership, 3820 Maine Avenue, Lakeland, Florida 33801-9757.

Notices to the City should be forwarded to the City Manager, City of Lake Wales, 201 West Central Avenue, Lake Wales, Florida 33853.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-44. Amendments to the Agreement.

Effective: Tuesday, February 20, 2018

Amendments which are consistent with the purposes of this agreement may be made with the mutual consent, in writing, of the parties and in accordance with the City Charter and other applicable laws and ordinances.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-45. Severability.

Effective: Tuesday, February 20, 2018

If any article or section of this agreement or of any supplements or riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-46 – 17-49. RESERVED

Effective: Tuesday, February 20, 2018

(Ord. No. 2018-02, § 1, 02-20-2018)

Article V. Fees and Charges

§ 17-50. Billing.

Effective: Tuesday, February 20, 2018

Charges for solid waste collection and disposal services shall be included on the utility bill with charges for water and sewer services. All provisions of Chapter 21 pertaining to billing and payment shall apply to the billing and payment of charges for solid waste collection and disposal.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-51. Delinquent Penalty Authorized.

Effective: Tuesday, February 20, 2018

If any monthly bill for solid waste collection and disposal service shall be and remain unpaid on or after thirty (30) days from the date of being billed for such services, the account shall be considered delinquent. A delinquent payment penalty of one and one-half (1.5) percent of the bill shall be imposed and be added to the bill.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-52. Enforcement of Collections.

Effective: Tuesday, February 20, 2018

The City is authorized to pursue and shall pursue all legal means to collect monies due for payment of charges for solid waste collection and disposal service including, but not limited to referral of delinquent accounts to collection agencies and filing a claim of lien against a property in the amount of the unpaid charges and legal cost of the filing.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-53. Deposits of Revenue.

Effective: Tuesday, February 20, 2018

Commencing on October 1, 1996, all revenues earned from charges for solid waste collection and disposal services shall upon receipt thereof be deposited in the general fund. Revenues earned from charges for said services shall be recorded in a separate revenue account within the general fund for purposes of accounting therefor, but shall be authorized to pay any and all operating and non-operating expenses of the general fund including, but not limited to the cost of provision of solid waste collection and disposal services.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-54. Fee Schedule.

Effective: Tuesday, February 20, 2018

(a)The following fees shall be implemented for solid waste collection, recycling and disposal services as provided for by this chapter:

SCHEDULE A-FEES FOR SERVICE								
Rare Type	Residential			Commercial				
Applicability	Single-family ; duplex apartment building with less than 4 units; mobile home			Multi-family dwelling units; mobile home park; commercial; industrial; institutional;or other nonresidential establishment				
Service type	Curbside	RecyclingCurbside	Backdoor	Cans				Dumpster
Pick-ups per week	1	1	1	2	2	2	2	see below
Number of cans				1	2	3	4	
Rare eff 10/1/11	17.37	1.00	17.37	28.15	56.29	84.44	112.58	6.50 /cu yd

SCHEDULEB--MONTIILY CHARGB--DUMPS1ERFEES						
	PICK-UP FREQUENCY					
Dumpster Size	biweekly	]/wk	2/wk	3/wk	4/wk	5/wk
(y.mls)						--
--2	28.15	56.29	112.58	168.87	225.16	281.45
3	42.22	84.44	168.87	253.31	337.74	422.18
4	56.29	112.58	225.16	337.74	450.32	562.90
6	84.44	168.87	337.74	506.61	675.48	844.35
8	112.58	225.16	450.32	675.48	900.64	1,125.80

Note: Roll-off rates are based on negotiated contracts between Florida Refuse and the customer. Roll-off rates shall be provided at a fair market price.

(b)The schedule of fees established by Schedule "A" and Schedule "B" shall be effective on October I, 2011 and shall be automatically adjusted annually on October I to reflect an increase based on June's annual CPI or two and one-half (2.5) percent, whichever is greater, without further need for commission action.

(c) Backdoor pickup service shall be available on a once-per-week basis for the same charge as curbside service:

When a customer provides the city with documentation from a medical doctor that a medical necessity exits.

(d) When extenuating circumstances of a non-medical nature exist that prevent curbside collection provided that such backdoor service is authorized by the city manager and approved by the service provider.

(e) Eligibility requirements of paragraph (c) shall not apply to customers receiving backdoor pickup service prior to the effective date of the ordinance from which this article is derived.

(Ord. No. 2018-02, § 1, 02-20-2018)

§ 17-55. Deposit Required.

Effective: Tuesday, February 20, 2018

(a) A solid waste deposit equal to two (2) months of charges for solid waste and recycling services provided by the city is required to obtain utility services of the now existing utility system and any other utility system hereafter constructed or otherwise acquired by the city. This requirement shall not apply to accounts in good standing that exist at the time the ordinance codified in this section is adopted. If a preexisting account becomes delinquent and remains delinquent as outlined in section 21-154(e), a deposit shall be required.

(b) If any account becomes delinquent and remains delinquent as outlined in section 21-154(e) for the second time in a twelve-month period, an additional deposit shall be required to bring the total on deposit equal to twice the amount of the deposit normally required.

(c) Interest on customer deposits shall be paid annually beginning with the first billing which follows January 1, 2012 and the first interest paid on customer deposits paid in the form of a credit applied to the customer's bill at the rate earned during the month when the interest credit is applied. Payment of interest on a new deposit shall be calculated on a pro. rated basis.

(d) Upon receipt of a request for refund of deposit, the city shall refund a customer's deposit after three (3) years of continuous service without a delinquent payment or dishonored check. A refund of deposit shall occur after the monies have been applied to any outstanding balances in closed accounts previously held by the same customer. If the customer's service is disconnected for delinquent payment or dishonored check after a deposit has been refunded, a new deposit shall be required before service is reconnected. Payment of interest on the deposit to be refunded shall be calculated on a pro-rated basis and added to the amount to be refunded

(Ord. No. 2018-02, § 1, 02-20-2018)