



LAKE MARY CITY COMMISSION

**Lake Mary City Hall
100 N. Country Club Road**

**Regular Meeting
7:00 P.M.
or as soon thereafter as possible**

**AGENDA
THURSDAY, NOVEMBER 06, 2014 6:15 PM**

"Special Called Meeting"

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes: October 16, 2014**
- 4. New Business**
 - A. Ordinance No. 1518 - Amending, moving and repealing portions of Title V, Public Works, of the Code of Ordinances - Second Reading (Public Hearing) (Dianne Holloway)**
 - B. Ordinance No. 1519 - Franchise Agreement for Solid Waste Services - Second Reading (Public Hearing) (Dianne Holloway)**
- 5. Swearing In - The Honorable Donna McIntosh**

- A. Mayor David Mealor
- B. Commissioner Gary Brender
- C. Commissioner Sidney Miller

6. Adjournment

THE ORDER OF ITEMS ON THIS AGENDA IS SUBJECT TO CHANGE

Per the direction of the City Commission on December 7, 1989, this meeting will not extend beyond 11:00 P. M. unless there is unanimous consent of the Commission to extend the meeting.

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY ADA COORDINATOR AT LEAST 48 HOURS IN ADVANCE OF THE MEETING AT (407) 585-1424.

If a person decides to appeal any decision made by this Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she 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 to be based. Per State Statute 286.0105.

NOTE: There will be a small reception in the West Conference Room after the Swearing In Ceremony. The regular Commission meeting will begin at 7:00PM or as soon thereafter as possible.

1 MINUTES OF THE LAKE MARY CITY COMMISSION WORK SESSION held October
2 16, 2014, 5:30 P.M., Lake Mary City Commission Chambers, 100 North Country Club
3 Road, Lake Mary, Florida.
4

5 The work session was called to order by Mayor David Mealor at 5:35 P.M.
6

7 Mayor David Mealor	Jackie Sova, City Manager
8 Commissioner Gary Brender	Carol Foster, City Clerk
9 Deputy Mayor George Duryea	Dianne Holloway, Finance Director
10 Commissioner Thom Greene	John Omana, Community Dev. Dir.
11 Commissioner Jo Ann Lucarelli	Gary Schindler, City Planner
12	Steve Noto, Senior Planner
13	Tom Tomerlin, Economic Dev. Mgr.
14	Bruce Paster, Public Works Director
15	Wanda Broadway, HR Manager
16	Joe Landreville, Deputy Fire Chief
17	Mary Campbell, Deputy City Clerk

18
19 1. Utility Ordinance
20

21 Ms. Sova said many sections of this code haven't been touched in 30 or so years. For
22 about five years she, the folks in Planning, Bruce in Public Works and now adding on
23 Dianne have been working and taking a look at these codes, going through old
24 language and language that shouldn't be there any longer. Dianne has done a
25 tremendous job wrapping this up and getting it forward to you.
26

27 Ms. Holloway said we are taking all of Title V, Chapters 50 through 55, and pulling it all
28 together. We're repealing things and adding things. We are moving things to where
29 they make more sense and the objective is to clean it up. We are not changing any
30 rates, charges, or fees.
31

32 Ms. Holloway said the Public Service Tax Code is currently in Chapter 52. Back when
33 this was written this was also the Communication Services Tax and is now mandated
34 and run by the state. We are pulling two pieces apart and we are putting the Public
35 Service Tax piece in Finance, Chapter 31. We are not changing our current rate which
36 is 10% on gas and electrical.
37

38 Mayor Mealor said what we are having is an explanation of Ordinance No. 1518 that
39 comes before us this evening.
40

41 Ms. Holloway answered affirmatively.
42

43 Ms. Holloway said Chapter 50 is the City Wastewater System. It was written in 1980 so
44 we took a comprehensive look at how the system has evolved. What we would like to
45 do in this chapter is talk about our mandatory connection and clear that up. Basically all
46 wastewater services are provided by Seminole County. We transmit to Seminole

1 County for disposal and treatment. We are getting rid of the parts that talk about
2 industrial users because they are going to have to follow the Seminole County Code.
3 Impact fee changes we made is to clarify categories that we never had in our tables.
4 Because of the provisions within the code we could price them out. We are listing a lot
5 of those that are common into the new ERU table. We will be adding warehouses, self-
6 service storage, places of worship/assembly, and nursing home/assisted living facilities.
7 We are also clarifying the method because it is confusing the way it is currently written.
8 One other change we propose to make in all of these chapters is review the penalty
9 provision because we have a general penalty provision in Chapter 10.99.

10
11 Ms. Holloway said Chapter 51 is the City Waterworks System. The first thing we want
12 to do is change it to the City Water System. The impact fee sections that govern the
13 water system is in Chapter 55. We are picking that up and moving it to Chapter 51 to
14 be consistent with the way the wastewater is treated. We are doing the same changes
15 to our categories and ERU tables. We are also doing the same thing with the penalties.
16 The additional thing we are doing in the water impact fees is moving pieces from the
17 fees and sections codes because there is a payment plan provision for water impact
18 fees which was written in the fees and charges but not associated to the impact fees.

19
20 Ms. Holloway said in Chapter 52 is where we talk about private systems. In 1975 this
21 was written. The original intent of this section was to regulate the sanitary sewer
22 collection, treatment and disposal, and to control the public water supply treatment and
23 distribution. Because of the way the systems have evolved over the last 40 years and
24 because we require mandatory connection to our system, this chapter no longer applies
25 as it is written except for the Public Services Tax that is being moved into Chapter 31.
26 We are keeping Section 52.032(B) which talks about the Communications Services Tax.
27 We recently discovered as we did Resolution No. 655 in 2001 to establish the rate, the
28 way it is written she was not sure they could just repeal this yet.

29
30 Ms. Holloway said Chapter 53 is a new chapter. What she is trying to accomplish with
31 this chapter is to take all the fees and charges—base rates, volume rates on water and
32 wastewater, irrigation, turn-on fees/turn-off fees. Everything common to both services
33 we are picking them up and putting them in a stand-alone chapter. That's easier for us
34 to manage. If we wanted to make any type of rate change, because they are in different
35 chapters, we would have to make those changes by ordinance. We are recommending
36 putting it in one chapter and make a recommendation to do changes by resolution.

37
38 Ms. Holloway said Chapter 54 is Emergency Water Shortages. We are recommending
39 this be totally repealed because over time we have adopted water conservation efforts
40 and St. Johns is also mandating those regulations.

41
42 Ms. Holloway said Chapter 55 is Water Impact Fees and that chapter in its entirety is
43 being picked up and moved to Chapter 51 with the rest of the water regulations.

44
45 Ms. Holloway said Chapter 56 is our Cross-Connection Control Program. We are not
46 making any recommendations to change anything.

1
2 Commissioner Brender said when we do put everything in one chapter for all fees and
3 charges, it will be easier on us and on our constituents. He said to make sure there is a
4 table or something that is very readable.

5
6 Ms. Holloway said she thought they had done that.

7
8 Ms. Sova said if we change any rates we have to comply with statutory requirements.

9
10 Mayor Meador said the presentation this evening under Ordinance No. 1518 is going to
11 be a revised presentation of what Ms. Holloway just did. He suggested starting off that
12 this is a clean-up provision updating statutes and an attempt to be more user friendly
13 with no rate increase.

14
15 Ms. Holloway said we are making this effective 90 days out. Because of all these
16 changes being made, it is hard to see what is happening. There are tons of strike
17 throughs and underlining and if somebody looks at it they could interpret that there is a
18 change of some sort. This was on Katie's (Reischmann) advice.

19
20 Mayor Meador said we are doing 90 days to be as transparent as possible.

21
22 2. Economic Development Marketing

23
24 Ms. Sova said one of Tom Tomerlin's goals has been to develop an economic
25 development marketing piece that can serve as both a handout and an introductory
26 piece on the Internet on our web page. That is the gateway to people knowing who we
27 are. It is not in final form and we are bringing it forward to get the Commission's
28 feedback. A couple of other cities around have very slick-looking pieces and spent tons
29 of money. She said she was excited to bring this at 5% of the cost that two of the other
30 cities spent.

31
32 Mr. Tomerlin said the goal for today is to get the Commission's feedback. The most
33 important word on the document is "draft". It is in rough form but is beginning to gel in a
34 way that you can see the direction we are taking. He was hoping to get feedback and
35 open dialogue about something that could be tweaked or changed.

36
37 Mr. Tomerlin said we are trying to communicate a message to the audience of
38 prospective businesses. What we want these prospective businesses to know is there
39 is ample room to grow and to grow jobs for the City of Lake Mary. The central focus is
40 to identify opportunity zones within the City. Most of these opportunity zones are vacant
41 land parcels but some are built parcels that have sat for some reason. He said he
42 would show a road map of how it is laid out but if they believe the road map should take
43 a detour in one direction or the other to let him know. This is very much in draft form.

44
45 Mr. Tomerlin said the magazine is meant to be a booklet of magazine size printed in
46 color. We have partnered with *Lake Mary Life* magazine. They have a talented graphic

1 person that is able to lay out things. We have been partnering with them on the graphic
2 expertise. He pointed out that internally we have good resources. This is being
3 internally produced. Every photo is probably a photograph taken by Steve Noto. They
4 are high-quality photographs. All the content has been written internally. That is still a
5 work in progress but we are getting to a point where it is becoming clear what kind of
6 product we are going to come up with.

7
8 Mr. Tomerlin said we are labeling this “Business Opportunity”. We are talking about
9 finding a work life balance. We are trying to play off some of the marketing themes that
10 are playing at a larger regional level. We are very cognizant of more localized themes
11 but we are trying to get into that work life balance and the whole issue of other halves of
12 communities and so forth.

13
14 Mr. Tomerlin said the welcome page outlines the heart and soul of the document which
15 identifies these opportunity zones. These opportunity zones are subject to your advice
16 on how we might re-label these. The opportunity zone is something we scratched our
17 heads about quite a bit and wasn’t sure it was the perfect label. It could be a featured
18 site or some other terminology but we did focus in on this particular word of
19 “opportunity”. It is split out according to the Rinehart Business Center, Downtown Lake
20 Mary, Lake Mary Midtown that is a creation from this document, International Parkway
21 Industrial Zone, and the High Tech Corridor. He noted on the left of the page is a place
22 holder letter that he was confident the Mayor would look closely through and offer
23 something much improved.

24
25 Commissioner Brender said on the front cover we are zeroing in on Verizon’s front door.
26 One of the most impressive views of International Parkway is taken from I-4. He didn’t
27 think that shows what we are trying to get across to the major buildings. He wanted to
28 see Verizon and wanted to see the scope of the building. He wanted to see the
29 interstate and the buildings behind it.

30
31 Mr. Tomerlin said that is a great point and would eliminate the trees with the barricades.

32
33 Commissioner Brender said no offense to the Mayor but we do have a Commission. He
34 wouldn’t mind seeing that be a letter from the Commission. He wanted people to know
35 we are all together on this. He suggested small pictures of them on the side.

36
37 Mayor Mealor thought the aerial of Verizon was a good suggestion.

38
39 Commissioner Brender said he would like to see the scope of what we are showing and
40 not just the front door.

41
42 Mr. Tomerlin said it is a large 220,000 S.F. office building. Getting a picture of that
43 would capture its full size.

44
45 Commissioner Greene suggested some kind of mention about police and fire. A lot of
46 people are concerned about crime and health and safety in general. He suggested

1 some kind of recognition of our first class fire and police departments. He didn't know
2 about the crime statistics per se but something general.

3
4 Mayor Meador said public safety is the hallmark if you want to invest in this area and that
5 was a good suggestion.

6
7 Commissioner Brender suggested including the tax rate.

8
9 Mr. Tomerlin said that was in the demographics section. We have a history and will vet
10 that more before we get anywhere near publishing. He said he would welcome the
11 Commission to give Jackie and him feedback as this develops. We believe it is getting
12 to a point where we might get this printed and hit the streets before Christmas this year.
13 Having more focus on police and fire and maybe pointing out the favorable levels of
14 crime statistics.

15
16 Mr. Tomerlin said the Top 10 Reasons is an area where staff put their heads together
17 thinking about the top 10 reasons and would welcome any suggestions.

18
19 Deputy Mayor Duryea said the Business Friendly Attitude needs a few words about the
20 Commission's attitude towards business. It's important to let the reader know that
21 government is also pro-business.

22
23 Mr. Tomerlin said education is key and we have two points talking about an educated
24 workforce as well as the school system.

25
26 Mayor Meador said residents of this community can now acquire 15 baccalaureate
27 degrees and selected master's degrees in Lake Mary. We're a nationally recognized
28 partnership of UCF. They need to know they have access to the University of Central
29 Florida right here in Lake Mary.

30
31 Mr. Tomerlin said the next few pages are demographics and are fairly dry but is
32 something that is often inquired about. Today we had a meeting with a prospective
33 business and they were keenly interested in hiring millennials—the 20-something
34 population cohort that is bigger than baby boomers right now. There is a desire to want
35 to know demographics. This probably requires a bit of wordsmithing but is fairly
36 standardized things that folks might ask.

37
38 Mr. Tomerlin said one of the most important things with the incentives is to recognize
39 our business attraction efforts for companies that are outside our community and are
40 considering relocating. He said Deloitte is a good example. He wanted to highlight the
41 kind of targeted sectors that the Metro Orlando EDC targets. This target list has a lot of
42 industry sectors that are not specific to the City of Lake Mary but nevertheless they
43 could be. It is our strongest economic development partner in terms of business
44 attraction. It is the list they hold close to their vest. That list of targeted industry sectors
45 is a copy of the Metro Orlando EDC targets.

46

1 Commissioner Brender asked if they wanted to put Orlando, Sanford, Lake Mary. He
2 said he would give Orlando some credit.

3
4 Deputy Mayor Duryea said no.

5
6 Mr. Tomerlin said the business development people he talked to recognize Lake Mary
7 as more than just a sub-market of Orlando. He thought they were viewing it as a market
8 in its own right.

9
10 Mr. Tomerlin said the State of Florida Incentives is very dry but necessary in this type of
11 book that would be geared towards new businesses coming in.

12
13 Mr. Tomerlin said in some of these programs that we highlight there is the ability to
14 change this real estate up a little bit. We have a couple of programs highlighted and a
15 little bit of real estate to fill on the right side of the page. Growth Florida is a partnership
16 with Seminole County with the University of Central Florida who administers this
17 program. He didn't know the longevity of that support and that partnership with
18 Seminole County. Before we get close to publishing we will have to come up with some
19 backup material in case some things might change. This document has been centered
20 towards adding content so we have dumped a lot of material in it. Its organization and
21 whether or not some stuff needs to be cut is something we will have to take a second
22 look at once we get this review draft.

23
24 Mr. Tomerlin said he would like feedback on Featured Sites. These are the opportunity
25 zones we have identified. There is a total of five and they are all depicted according to
26 a geographic area. We are identifying key land parcels and on occasion places where
27 there is a built facility. A good example is the old Recoton building (currently the Lake
28 Mary Innovation Center) is identified as one of these targeted areas. It is half million
29 square feet in size and is currently being underutilized. We wanted to identify
30 something of that scale as a separate call out, albeit an already developed property.
31 The remainder are color coded according to the zone name. A big goal of this endeavor
32 is to try to combat a notion that a lot of folks have that Lake Mary is approaching build
33 out. We wanted this document to speak directly to that and that there is plenty of room
34 to grow. What we do have left ought to be primed for some high value development.
35 All parcels identified are land parcels that either have the entitlements in place, or can
36 have the entitlements in place, to have this go to some kind of job generating land use.

37
38 Mr. Schindler said on the cover page it says business opportunity. He asked if it would
39 be better to say "opportunities" since we have identified five zones.

40
41 Mr. Tomerlin said what we are referring to is Lake Mary Midtown at the corner of Lake
42 Mary Boulevard and Longwood-Lake Mary Road. It is in the middle of the City and it
43 does represent a significant opportunity with the amount of vacant land that does
44 happen to exist within that area and the surrounding area.

1 Mr. Tomerlin said the other significant land holding that is central to Lake Mary's future
2 economic development is the Crescent Resources land holdings and that is in excess of
3 155 acres. That is every bit the scale of duplicating something like Primera or Colonial
4 Town Park. That will be a centerpiece of communicating where some of this new
5 development can occur.

6
7 Mr. Tomerlin said we highlight the postal facility site. It is built but we know eventually
8 that will close.

9
10 Mr. Tomerlin said in Downtown Lake Mary we have identified some smaller parcels.
11 We have pulled out the Shoppes at Lake Mary as an opportunity zone. Some of these
12 parcels we are calling out as opportunity zones we haven't gotten 100% feedback from
13 all these property owners but we do believe them to be opportunities. Are they
14 opportunities that may never be met? That could very well be the case. We are pulling
15 out what we believe are areas in which new growth could occur. This is a market-driven
16 process and the market is going to decide whether or not it actually occurs at some
17 point in the future. He clarified when he says pulled out he was just saying identified.
18 He has identified these parcels and these parcels are identified as areas that we believe
19 are suitable for new development if the market permits it.

20
21 Deputy Mayor Duryea asked if it would facilitate anything if you marked out the
22 Downtown development and transit district.

23
24 Mr. Tomerlin pointed out the Downtown area on the map. The opportunity zones here
25 are limited. The lion's share of the land within this particular zone is within the
26 Downtown Master Plan area. The Downtown Master Plan area does permit some
27 additional entitlements like on-street parking and traditional neighborhood type design.

28
29 Commissioner Brender suggested to include all those blocks to the north. We know
30 those homes eventually will go and those are certainly opportunities. He would expand
31 that map to include everything from Fourth Street or even Third Street.

32
33 Mr. Omana said he would suggest including the Downtown Master Plan and build on
34 that following the boundaries.

35
36 Mr. Tomerlin said maybe two shades of coloring—one that's shading in the entire
37 Downtown Master Plan area and some that will call out the parcels that we see are
38 especially ripe for redevelopment.

39
40 Commissioner Brender said if you are going to call the Shoppes at Lake Mary especially
41 ripe for redevelopment he would call the blocks north of where Terry Shaw has
42 developed as probably riper. We already know the Shoppes at Lake Mary is in no hurry
43 to sell or rebuild. Those lots to the north are where we are going to be capturing.
44 Those are probably going to be more residentially aimed like townhomes.

1 Mr. Tomerlin said the point is well taken. The Downtown Master Plan has set the
2 regulatory table. The regulations have been set within the Downtown that indeed all
3 those single-family lots could redevelop into something. He liked the idea of still calling
4 out those parcels in a special way because they seem to float to the top and they are of
5 a scale that we think something significant could happen, but some way to identify this
6 entire Downtown area is entitled with this special Downtown Master Plan and some way
7 to have that dual function of identifying everything ripe for redevelopment. He wanted to
8 keep this steered away from too much residential. It really isn't a residential document
9 so a lot of those blocks could be mixed use.

10
11 Commissioner Brender asked if they could separate out just the TOD as the most
12 intense.

13
14 Mr. Noto interjected that the Master Plan does.

15
16 Commissioner Brender thought they should look at that then we could include all the
17 Downtown Master Plan but could separate out the TOD.

18
19 Mr. Tomerlin said one challenge with this Downtown area is Parcels 23 and 24 call for
20 residential but we thought it is worth including in this book as an opportunity site for
21 potential commercial. Maybe a company would be willing to take a chance on locating
22 an office environment in that location to take advantage of SunRail. We don't know if
23 the market for the whole region is at that point yet, and we are thinking that way, but we
24 did want to identify it as a special area. Those two parcels together are in excess of 10
25 acres. Let us think about how to call out the rest of Downtown as a potential area.

26
27 Mr. Tomerlin said we skipped over some of these other zones but could go back to
28 them. The Rinehart Business Center District is significant because of the amount of
29 vacant land that currently exists there. That primarily rests on the shoulders of the
30 Crescent Resources property.

31
32 Commissioner Lucarelli asked what they were doing to get something going there.

33
34 Mr. Tomerlin said they continue to work with the Florida Department of Environmental
35 Protection to have those environmental concerns associated with that property be
36 diminished. Everything we are hearing at the staff level is that everything is moving in a
37 positive track for that particular parcel.

38
39 Mr. Tomerlin said we wanted to identify the parcels associated with Midtown as an
40 opportunity area.

41
42 Mayor Meador said he thought Parcel 34 was going to present some very unique
43 challenges to us and the more we can get Dr. Tomerlin engaged with representatives of
44 that area to paint a vision or a plan the better off we are. What can go in there right now
45 is problematic to how we view ourselves and what we want to accomplish.

1 Mr. Tomerlin said the International Parkway District is fairly limited. There is a parcel in
2 front of Verizon that has the first right of refusal on that we didn't identify but will scratch
3 our heads about that parcel. It is fairly limited in terms of what available land exists at
4 the north side of International Parkway just south of 46A.

5
6 Mayor Meador suggested at one of our meetings under Special Presentations we have
7 Dr. Tomerlin and staff give an update on the current projects in the International
8 Parkway area because he has a lot of people asking what new construction is going on
9 over there. Tom is doing it in a proactive way talking about economic development
10 activity taking place. It is an update for the Commission but is also sending a message
11 out to a larger audience. He asked to plan to do that maybe as early as the first
12 meeting in November.

13
14 Mr. Tomerlin said the High Tech Corridor is one of those districts we isolated a built
15 facility. Parcel 39 is a built facility and is the Lake Mary Innovation Center (the old
16 Recoton building). For the most part this was identifying vacant or underutilized land.
17 In a few special cases we thought the facility warranted a special call out.

18
19 Mr. Tomerlin said we conclude this document with contact information. One thing
20 Jackie mentioned early on is that we intend to have an Internet interface of this entire
21 document that can be accessed online because most of the time the Internet is the
22 gateway to the City. Looking at some kind of interface of this document once it's
23 completed to have that posted online and have some kind of online platform. He said
24 he would welcome any comments or content the Commission would like to see added
25 or changed.

26
27 Deputy Mayor Duryea said in Zone 5 in the North Point area, it seems there are a
28 couple of parcels west of what is labeled No. 37 that appears to be vacant.

29
30 Mr. Tomerlin said 36 is the largest undeveloped piece.

31
32 Deputy Mayor Duryea said it is west of 37 next to I-4.

33
34 Mr. Schindler said that is the Duke Energy piece. It is for sale and we understand they
35 are working with someone to convey that parcel.

36
37 Mr. Tomerlin said that sounds like a piece we might want to add.

38
39 Mr. Schindler answered affirmatively and then the two at the top.

40
41 Mr. Tomerlin said 36 outside of the eventual build to suit opportunity that could occur on
42 the Crescent Resources property (150 acres) that calls for master planning of the entire
43 parcel. This is the go-to parcel for a fast build to suit option. If you look at its placement
44 on the interchange, this particular parcel has all the hallmarks of the current Verizon
45 parcel. It has a high visibility on I-4, is located directly off of one of the cloverleaves
46 associated with the interstate. We believe Parcel 36 is a diamond in the rough and that

1 parcel is on the radar screen of the Metro Orlando EDC and is a parcel we believe is
2 ripe for the next Verizon deal.

3
4 Mr. Schindler asked about the two existing buildings on the east side of Skyline Drive.

5
6 Mr. Tomerlin said he didn't call those out because they may be vacant but they are not
7 of a size like that half million square footage. In regard to that, the shelf life on this
8 ought to be at least a few years. He is sure these parcels will get developed but it
9 doesn't diminish the overall message that this book might have as things get developed.
10 Eventually it will need to be revisited but thought it would have a shelf life of more than a
11 year.

12
13 Mayor Meador asked Mr. Tomerlin if he would be the point person.

14
15 Mr. Tomerlin said he was the point of contact.

16
17 Ms. Sova said we had an intern this summer from UVA.

18
19 Mr. Tomerlin said from the University of Virginia and he helped get this kick started. It
20 has been an internal effort. Along with the intern the planning staff has been invaluable.
21 The way we came up with this first cut of a parcel list is we are all sitting around a
22 conference table with a large aerial talking out which of these parcels are entitled, what
23 are their sizes and so forth. The institutional knowledge of the land resource of this
24 community was from the planning staff.

25
26 Mayor Meador said he would like to make an observation. It wasn't that long ago we
27 were sitting here talking at our budget workshop and what we want to do. We are
28 getting a lot of accolades now and a lot has happened. He said the conversation
29 shared with him last night by a developer, a potential client reaching out to our
30 community development group, and the first question the community development
31 group asked that gentleman is what may we do to help you be successful and locate in
32 Lake Mary. He says he deals with parcels across the country and this is the only time
33 that anyone has ever said something of that nature. That person will invest in Lake
34 Mary in a rather significant parcel and is a project we will welcome. Of all the
35 departments he worked with none is more effective than Lake Mary. Little things like
36 that speak to leadership. We sometimes lose sight. While we are getting some
37 accolades, we are not resting on those. We are constantly moving forward and asking
38 ourselves what do we do today that would be better. He thanked the staff. It is noticed
39 by others and makes our job easier.

40
41 There being no further business, the work session adjourned at 6:31 P.M.

42

1 MINUTES OF THE LAKE MARY CITY COMMISSION MEETING held October 16,
2 2014, 7:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club Road,
3 Lake Mary, Florida.

4
5 1. Call to Order

6
7 The meeting was called to order by Mayor David Mealor at 7:08 P.M.

8
9 2. Moment of Silence

10
11 3. Pledge of Allegiance

12
13 4. Roll Call

14
15 Mayor David Mealor
16 Commissioner Gary Brender
17 Deputy Mayor George Duryea
18 Commissioner Thom Greene
19 Commissioner Jo Ann Lucarelli

Jackie Sova, City Manager
Carol Foster, City Clerk
Dianne Holloway, Finance Director
John Omana, Community Dev. Dir.
Gary Schindler, City Planner
Steve Noto, Senior Planner
Tom Tomerlin, Economic Dev. Mgr.
Bruce Paster, Public Works Director
Wanda Broadway, HR Manager
Joe Landreville, Deputy Fire Chief
Colin Morgan, Deputy Police Chief
Katie Reischmann, City Attorney
Mary Campbell, Deputy City Clerk

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28
29 5. Approval of Minutes: October 2, 2014

30
31 **Motion was made by Commissioner Lucarelli to approve the minutes of the**
32 **October 2, 2014, meeting, seconded by Commissioner Brender and motion**
33 **carried unanimously.**

34
35 6. Special Presentations

36
37 There were no special presentations at this time.

38
39 7. Citizen Participation

40
41 No one came forward at this time and citizen participation was closed.

42
43 8. Unfinished Business

44
45 There was no unfinished business to discuss at this time.

46

1 9. New Business

2
3 A. Resolution No. 950 – Right-of-Way, Sidewalk, and Utility Easement
4 Agreement for Lot 4 of Washington Estates (Steve Noto, Senior Planner)

5
6 The City Attorney read Resolution No. 950 by title only.

7
8 Mr. Noto said this is a clean-up item. He said Mr. Allen Goldberg acquired several of
9 the lots over the last couple of years and we discovered that some of the infrastructure,
10 the physical location of the sidewalks, and some of the utilities were on some of the
11 private properties. We worked with him and a couple of other property owners to obtain
12 easements so the City and other public entities can do whatever work required in those
13 areas in the future. We are recommending approval.

14
15 **Motion was made by Commissioner Greene to approve Resolution No. 950,**
16 **seconded by Commissioner Lucarelli and motion carried by roll-call vote:**
17 **Commissioner Brender, Yes; Deputy Mayor Duryea, Yes; Commissioner Greene,**
18 **Yes; Commissioner Lucarelli, Yes; Mayor Mealor, Yes.**

19
20 B. Ordinance No. 1518 – Amending, moving, and repealing portions of Title V,
21 Public Works, of the Code of Ordinances – First Reading (Public Hearing)
22 (Dianne Holloway, Finance Director)

23
24 The City Attorney read Ordinance No. 1518 by title only on first reading.

25
26 Ms. Holloway said currently Title V, the Public Works chapter of our Code of
27 Ordinances, is approximately 40 years old. We have reviewed this and as 40 years
28 have evolved we need to make some changes. The proposed code amendments
29 address changes in nomenclature, eliminate unnecessary sections, clarify ambiguities,
30 and ratify current practices. With these changes what we intend to do is bring
31 everything up to date, make everything transparent, and make it more user friendly for
32 staff and our citizens. We are asking the Commission to adopt this ordinance. She
33 clarified that these changes have no effect on fees and charges. The effective date is
34 90 days out because of the massive changes made. We want to be cautious and make
35 sure that we have enough notice to the public.

36
37 Mayor Mealor said what Ms. Holloway is saying is we are taking the common elements
38 of those, bringing them into a more appropriate section and title, and 90 days is for
39 transparency.

40
41 Ms. Holloway said that was correct.

42
43 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1518. No
44 one came forward and the public hearing was closed.

45

1 **Motion was made by Commissioner Lucarelli to approve Ordinance No. 1518 on**
2 **first reading, seconded by Commissioner Brender and motion carried by roll-call**
3 **vote: Deputy Mayor Duryea, Yes; Commissioner Greene, Yes; Commissioner**
4 **Lucarelli, Yes; Commissioner Brender, Yes; Mayor Meador, Yes.**

5
6 C. Ordinance No. 1519 – Franchise Agreement with Waste Pro of Florida, Inc.
7 for Solid Waste Services – First Reading (Public Hearing) (Dianne Holloway,
8 Finance Director)
9

10 The City Attorney read Ordinance No. 1519 by title only on first reading.

11
12 Ms. Sova said this is a result of the Commission's direction that we bid solid waste
13 services. We had an RFP constructed along with our consultant, Kessler Consulting
14 Services. The Commission approved us to move forward to negotiate a contract with
15 Waste Pro of Florida. We have done that. We have basically kept the City's franchise
16 fees revenue neutral, we realigned the fees, we dropped the residential rate 22 cents a
17 month, and we dropped the large can container sizes 1.4%. What we learned during
18 this process is our previous rates are out of line with market rates. Because there are
19 so many fixed costs with serving dumpsters, our smaller dumpsters have small costs
20 and our larger dumpsters have very large costs. That really doesn't work because of
21 the fixed costs. What we have done this time is we left the rates alone for the 2, 3 and
22 4-yard dumpsters, made the adjustments downward to the 6 and 8-yard dumpsters so
23 over time we can try and realign the rates. What was initially proposed doubled the cost
24 of some of those smaller dumpsters and we did not find that palatable so we worked
25 through another method to begin this rate readjustment. We have some changes in
26 garbage days and would let Dianne (Holloway) explain how we are going to do that.
27

28 Ms. Holloway said when we developed the RFP it was on the basis of a franchise
29 agreement. When we negotiated with Waste Pro all the terms were met, very little was
30 changed. The biggest change to the contract was a change to the service days. For
31 waste and recycle services, collection days are going to remain the same. The biggest
32 changes are yard waste is on Wednesdays and our bulk is Thursday or Friday. What
33 we are going to do with Waste Pro is waste and recycles remain the same and yard
34 waste and bulk will be the day following their waste and recycle day. Customers only
35 have to remember two days now and they are consecutive.
36

37 Mayor Meador said in his case it is now Monday recycling/trash, Wednesday yard waste
38 and it will now be Monday, Tuesday if Monday is the first day.
39

40 Ms. Holloway said that was correct.
41

42 Ms. Holloway said with successful negotiation we were able to reduce our rates to our
43 customers a little bit.
44

45 Ms. Holloway said if this is approved they are going to enter into a working transition
46 plan with Waste Pro for this to be effective March 1, 2015.

1
2 Deputy Mayor Duryea asked if recyclables are going to be the same or are they
3 increasing the scope.

4
5 Ms. Holloway said they are going to remain the same. We have also put in this
6 agreement a provision that the City will get some revenue based off of the recycling.

7
8 Commissioner Brender asked if cans would be removed and replaced.

9
10 Ms. Holloway answered affirmatively and will be done by both parties.

11
12 Deputy Mayor Duryea asked when that would take place.

13
14 Ms. Holloway said Waste Pro's services will begin March 1st so they will be delivering
15 the cans around that time.

16
17 Ms. Sova said that is what this transition plan is about. Not only does Waste Pro have
18 to order trucks to provide our service but order the cans and then they will work driving
19 all the routes trying to leave them the same if they can. They will drive and reschedule
20 all the routes and then work with us on this transition plan, the timing, our residents'
21 notification of how this is going to happen, and what size cans they want because we do
22 provide an option of can sizes. We will probably have a default mailer and let people
23 know they will get a new can on this date unless you provide us otherwise. This will be a
24 big project for us between now and March 1st.

25
26 Mayor Mealor asked if anyone wanted to speak in reference to Ordinance No. 1519. No
27 one came forward and the public hearing was closed.

28
29 **Motion was made by Commissioner Brender to approve Ordinance No. 1519 on**
30 **first reading, seconded by Commissioner Lucarelli and motion carried by roll-call**
31 **vote: Commissioner Greene, Yes; Commissioner Lucarelli, Yes; Commissioner**
32 **Brender, Yes; Deputy Mayor Duryea, Yes; Mayor Mealor, Yes.**

33
34 10. Other Items for Commission Action

35
36 There were no items to discuss at this time.

37
38 11. City Manager's Report

39
40 A. Items of Approval

41 1. Rescue Truck (Ambulance) Replacement

42
43 Ms. Sova said this is a request for a new rescue truck to replace Rescue 137. We have
44 utilized the State of Florida Sheriff's Bid 14-12-0904 with American Emergency Vehicles
45 (AEV) as the proposed vendor for the ambulance unit. It is a Type-1 ambulance

1 scheduled to cost \$216,793. The budgeted amount was \$220,000. She asked that the
2 Commission approve the purchase of the AEV Type-1 ambulance for \$216,793.

3
4 Deputy Mayor Duryea asked if this included the necessary equipment.

5
6 Deputy Fire Chief Landreville answered affirmatively. Once we move over to the unit
7 we are having a power lift for our stretcher and our stretcher is going to be there. The
8 power lift is part of the bid. The equipment we are going to move over we already own
9 or is in the budget to be replaced this year. We have the pharmaceuticals and other
10 things ready.

11
12 Deputy Mayor Duryea asked what we would do with the other one.

13
14 Ms. Sova said we would bring it forward again for surplus. We are a ways off before we
15 can surplus and begin the process of selling it. We have to have the other one on site.
16 This is about a six-month lead time.

17
18 **Motion was made by Commissioner Lucarelli to approve the purchase of the AEV**
19 **Type-1 Ambulance in the amount of \$216,793, seconded by Commissioner**
20 **Brender and motion carried unanimously.**

21
22 Ms. Sova extended congratulations to our Parks & Recreation Department. They are
23 now nationally accredited. They got that award in Charlotte, North Carolina last night.
24 She saw pictures of that ceremony and was proud of the whole crew that worked on
25 that.

26
27 Mayor Meador asked if that was the team that was here when we did the dedication of
28 the new Community Center.

29
30 Ms. Sova answered affirmatively. She said Bryan (Nipe), Radley (Williams), and Amber
31 (Lyons) are in Charlotte at a Parks & Recreation conference.

32
33 Ms. Sova said the Lake Mary Museum Ghost Walk will be held on Saturday, October
34 18th and Saturday, October 25th beginning at 6:30 P.M. and departing every ten
35 minutes. Take a stroll down a haunted lane and hear spooky tales told by storytellers.
36 The tour takes about 45 minutes. Reservations are required and you can call 407-585-
37 1481.

38
39 Ms. Sova said the Halloween Spooktacular will be held Friday, October 31st in Central
40 Park from 5:00 P.M. to 8:00 P.M. There will be safe and fun trick or treating, music,
41 kiddie games, kiddie train rides, and a children's costume contest.

42
43 Ms. Sova said the Fire Department Open House at Station 37, 911 Wallace Court, will
44 be held on Saturday, November 1st from 11:00 A.M. to 2:00 P.M. There will be all sorts
45 of games for the kids, fire demonstrations including a live side-by-side burn, station and
46 fire truck tours, apparatus displays, and much more.

1
2 Ms. Sova said daylight savings time ends on Sunday, November 2nd at which time
3 customers revert to once per week landscape watering in accordance with the St. Johns
4 River Water Management District rules. Residential with odd numbers or no addresses
5 are allowed to irrigate on Saturdays and residential with even numbered addresses can
6 irrigate on Sundays. Non-residential properties can irrigate on Tuesdays. Irrigation
7 must occur before 10:00 A.M. and after 4:00 P.M.

8
9 Ms. Sova said our Holiday Food Drive to benefit the school food pantries at Crystal
10 Lake Elementary and Lake Mary Elementary begins. You can call 407-585-1424. We
11 thank anybody who participates in that.

12
13 Ms. Sova said we have previously scheduled a swearing-in of Mayor Meador,
14 Commissioner Brender, and Commissioner-elect Miller for 6:30 P.M. on November 6th
15 prior to the regular meeting. She asked that we change the meeting time to 6:15 P.M.
16 in order to finish up the second reading of these items tonight and then followed by the
17 swearing-in. The meeting that evening would be all new business.

18
19 **Motion was made by Commissioner Brender to begin the November 6, 2014,**
20 **meeting at 6:15 P.M. to discuss Unfinished Business, seconded by Deputy Mayor**
21 **Duryea and motion carried unanimously.**

22
23 12. Mayor and Commissioners' Reports (2)

24
25 Deputy Mayor Duryea said he attended the Seminole County Regional Chamber of
26 Commerce Industry Recognition luncheon. He said he didn't know some of those
27 companies existed but are doing very well.

28
29 Commissioner Greene extended condolences to Jackie and her family for their loss. He
30 was glad she made it back and to let them know if there is anything they can do.

31
32 Commissioner Greene thanked the Mayor and Commission for the opportunity to come
33 back for five or six months. He said he was gone for six years but it seems like you
34 haven't changed. He enjoyed serving with them and hopefully they will continue what
35 they have done so far which is to make the City the best city in the country. These
36 accolades keep coming and ya'll are doing a great job. It was great working with staff.
37 They too haven't changed and are doing a good job. Six years ago Jackie wasn't City
38 Manager but has been Assistant City Manager for many years. He commended her on
39 the job she has done. From what he has heard from the employees they are happy.
40 He commended the City Attorney on a good job. He thanked Carol, Mary and Colin.
41 You are doing a good job.

42
43 Commissioner Lucarelli said she attended the Families in Transition fundraiser at
44 Seminole Harley and it was well attended. That helps the homeless families in
45 Seminole County.

1 Commissioner Lucarelli said she has been sending e-mails via Carol of the Tri-County
2 League of Cities Board that she sits on and some activities going on. For the upcoming
3 legislative session now is the time to get your requests in for projects for money and any
4 issues you have. Try to make those meetings and requests prior to December before
5 they start committee meetings. Carol also sent information on any committees you
6 want to be on. You don't have to be a board member. It is any elected official.

7
8 Commissioner Lucarelli said Monday is the Rotary Barbecue at Seminole Harley. She
9 had tickets for sale.

10
11 Mayor Meador said it is a great event and has tremendous implications to scholarship
12 funds for our students. He appreciated Commissioner Lucarelli reading the
13 proclamation from the City to the Lake Mary Rotary Club. He believed Mayor Lacey
14 was elected first vice president which means in 2016 he will be the president of the Tri-
15 County League.

16
17 Commissioner Brender said he attended the Alliance for Children meeting at the
18 Sheriff's Office. We always say we're doing great but any time anything happens with a
19 child it is bad enough. When you see some of the reports we do get and how many
20 children are involved it's heart wrenching. We are doing well as far as placements,
21 adoptions, and keeping kids out of dangerous situations. The hardest part is to realize
22 this kind of thing will always be with us. It does change with the season. We are a
23 county that is almost alone in the state. Even though this kind of alliance is set up
24 statewide, we are one of the only counties in the state that has it established where the
25 Alliance actually tries to get its arms around all of the various organizations, both public
26 and private, that do work for the children as well as these families that are often in
27 distress. Because all this rolls downhill it ends up with the kids. It is sometimes good to
28 remind ourselves that we are doing better than most but we always want to do better.

29
30 Commissioner Brender said one of the things that came up at CALNO is a discussion
31 that Seminole County is now looking at an ordinance for the Ride Share programs. He
32 realized we didn't have a huge taxi service running through Lake Mary but something
33 they are looking at is adopting an ordinance that will monitor and whatever government
34 can do to control it and figure out whether or not they are going to allow them to run. It
35 may be something we should take a look at. While they may not be here yet since this
36 is all done over the Internet and with the click of a phone we may want to examine
37 whether or not we need some kind of ordinance for Uber, Ride Share, and You Ride.

38
39 Commissioner Brender said the other thing brought up was Winter Springs is dealing
40 with a closed golf course. When you get a closed golf course you end up with Bermuda
41 grass looking like a field of wheat. They have run into some problems in that there is no
42 code enforcement that's written that specifically addresses a golf course or large open
43 spaces. While we only have one and it is successful, it may be something to take a look
44 at. Maybe take a look at what Winter Springs is doing. He said he didn't know if we
45 need to prepare it but at least be aware they have generated a lot of governmental extra
46 work because a lot of the people that live on that golf course are calling in daily

1 complaints about what's being done and how fast it can be done. The city is finding
2 their hands are tied because they don't have a law to go for it.

3
4 Deputy Mayor Duryea said the City of Longwood had the same problem with Sabal
5 Point. They just went in and cut the grass and put a lien on the property. They can do
6 that if they like.

7
8 Commissioner Brender said he didn't know if we had anything specific to address.
9 Winter Springs admitted that they kind of got caught because they didn't have anything
10 in the books that they could use.

11
12 Mayor Meador said there was request by Commissioner Brender through our City
13 Manager to look at two items. He asked if there were any objections. There were no
14 objections from the Board.

15
16 Commissioner Brender said on the short drive to get here this afternoon, he was backed
17 up on Lake Mary Boulevard all the way to Longwood-Lake Mary Road. We have the
18 One-Cent Sales Tax money and we expressed we would be using it for intersection
19 improvements along Lake Mary Boulevard. He asked if they wanted to have a
20 discussion at a work session as to what we are going to do with Lake Mary Boulevard.

21
22 Mayor Meador said it had already been discussed.

23
24 Ms. Sova said the Penny Sales Tax money for Lake Mary Boulevard isn't scheduled to
25 be spent until 2019/2020. In the grand scheme of things it's pretty far off.

26
27 Commissioner Brender said his point was looking at the traffic. He didn't know what we
28 should be doing because he wasn't sure if intersection improvements or light
29 improvements are going to help.

30
31 Ms. Sova said it won't only be intersection and light improvements. When it happens it
32 will probably be lengthening of turn lanes. There aren't any decel lanes on the
33 Boulevard. There will likely be those kinds of improvements and not just strictly at the
34 intersections. There are other alternatives to doing a mass six-laning from Rinehart
35 Road to Country Club. That just moves that problem down the road a mile.

36
37 Mayor Meador said that is the kind of thing we will continue to monitor and thought that
38 was the best way to handle that.

39
40 13. City Attorney's Report

41
42 Ms. Reischmann had no report at this time.

43
44 14. Adjournment

45
46 There being no further business, the meeting was adjourned at 7:40 P.M.

1
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14

David J. Meador, Mayor

Mary Campbell, Deputy City Clerk

ATTEST:

Carol A. Foster, City Clerk

DRAFT



MEMORANDUM

DATE: November 6, 2014

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1518 - Amending, moving and repealing portions of Title V, Public Works, of the Code of Ordinances - Second Reading (Public Hearing) (Dianne Holloway)

Background: Title V, Public Works of the Code of Ordinances are the regulations of the City's water and wastewater systems. Since these systems were established almost 40 years ago, minor adjustments have been made to these ordinances. As these regulations are currently crafted, language is outdated, operations have changed in such a way that conditions no longer apply, and there is a need to update current policies and practices that may not be specifically addressed. The proposed code amendments address changes in nomenclature, eliminate unnecessary sections, clarifies ambiguities and ratify current practices as summarized by Chapter below.

Public Services Tax Code. Currently Section 52.032 needs to be amended to eliminate reference to the Communications Service Tax (CST) which is now administered by the state. The Commission does set these tax rates which is at 5.22% for CST and 10% for Public Services Tax on purchases of electric and gas. These rates are not changing. The proposed language will also clarify ambiguities. With the exception of § 52.032(B) the entire section will be moved to Chapter 31, Finance, as this is a tax authorized pursuant to F.S § 166.231 or § 166.232 on the purchase of electricity and gas.

Chapter 50, City Wastewater System. These regulations were originally created in 1980. Several of the definitions need to be updated to reflect provisions in Florida State Statutes such as mandatory connection as well as changes in the wastewater system itself. Because nearly all wastewater generated in the City is conveyed to Seminole County for proper treatment and disposal by agreement, industrial users and pretreatment standards are subject to and shall follow Seminole County Code.

Changes to the Sewer Impact Fee Code include adding Equivalent Residential Unit (ERU) categories of Warehouse, Self Service Storage, Place of Worship/Assembly and Nursing Home/Assisted Living. Clarification has been added as to the method of calculation and that the impact fee itself is comprised of the Seminole County portion and the City's portion. Sewer and Water ERU Categories are now consistent. Penalty provision has been repealed as there is currently a provision in § 10.99 of the City's code for general penalty; attorneys' fees and costs. All of the fees and charges for services have been moved to Chapter 53.

Chapter 51, City Waterworks System. Originally created in 1976 as the City's Waterworks System. Revisions include renaming to the City Water System. Added a section for mandatory connection and provision for impact fee payment plan. Moved in its entirety Chapter 55 – Water System Impact and renamed to Water System Impact Fee. Changes to the Sewer Impact Fee Code include adding Equivalent Residential Unit (ERU) categories of Warehouse, Self Service Storage, Place of Worship/Assembly and Nursing Home/Assisted Living. Clarification has been added as to the method of calculating the impact fee itself. Sewer and Water ERU Categories are now consistent. Penalty provision has been repealed as there is currently a provision in § 10.99 of the City's code for general penalty; attorneys' fees and costs. All of the fees and charges for services have been moved to Chapter 53.

Chapter 52, Public Utilities. This ordinance was originally adopted in 1975, prior to the creation of the City's water and wastewater systems. The intent was to regulate and control sanitary sewage collection, treatment, and disposal systems, and to control public water supply, treatment, and distribution systems in the city. The City's systems have developed over the past 40 years and we require mandatory connection to the City's system rather than allow private utilities to operate within the City. With the exception of § 52.032(B) which references the imposition and levy of the Communication Services Tax, this chapter is no longer needed and proposed to be repealed.

Chapter 53, Wastewater and Water System Fees and Charges. This is a new chapter proposed to integrate all fees and charges of the City's Wastewater and Water Systems into one comprehensive chapter. Currently fees and charges for utility services are identified individually in Chapter 50 and Chapter 51. The Finance Department bills all utility services monthly on a consolidated statement with each service listed separately. Combining fees, charges and general provisions into one Chapter will enable the consistent application of regulations. This restructuring also streamlines administrative procedures when the need arises to make modifications to regulations or fees. The proposed language makes a provision for the City Commission to make modifications by resolution. Fees and charges remain unchanged. Administrative changes include revising the method in which we currently notify users of delinquency, changing the "after hours" time from 5:00 p.m. to 3:00 p.m. and clarifying the fees and charges for 8" and 10" meters. Additional unnecessary language was eliminated.

Chapter 54, Emergency Water Shortages. Adopted in 1983, the provisions within this ordinance have been replaced with our water conservation efforts in conjunction with the regulations imposed by the St. Johns River Water Management District. This Chapter is no longer needed and proposed to be repealed.

Chapter 55, Water System Impact. This ordinance adopted water impact fees and regulations in 1984. This chapter is hereby repealed in its entirety becoming part of Chapter 51, City Water System. These regulations did not need to stand alone in its own chapter and should be incorporated into the City Water System regulation. This is also consistent with the City's sewer impact fees as they are a provision of the City Wastewater System.

Chapter 56, Cross-Connection Control Program. There are no proposed changes. In an abundance of caution, the effective date is 90 days out to satisfy any statutory requirements, although no fees and charges are being changed through this ordinance.

Recommendation: The City Commission adopt Ordinance No. 1518, amending, moving and repealing portions of Title V, Public Works of the City's Charter.

ORDINANCE NO. 1518

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, AMENDING, MOVING AND REPEALING PORTIONS OF TITLE V, PUBLIC WORKS OF THE LAKE MARY CODE OF ORDINANCES; ESTABLISHING SECTION 31.20, PUBLIC SERVICES TAX; AMENDING CHAPTER 50, CITY WASTEWATER SYSTEM AND CHAPTER 51, CITY WATERWORKS SYSTEM; REPEALING CHAPTERS 52, 54 AND 55, SINCE THESE ARE NOW MADE REDUNDANT OR UNNECESSARY, EXCEPT SECTION 52.032(B); REORGANIZING TEXT TO ESTABLISH CHAPTER 53, CITY WASTEWATER AND WASTE SYSTEM FEES AND CHARGES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the City Commission has evaluated the City's regulations governing the wastewater and water systems and has concluded that certain provisions of the City's Code, including, but not limited to, definitions and administrative requirements need clarification; and

WHEREAS, the City Commission, through this Ordinance, is primarily reorganizing existing code into different sections, or repealing obsolete text, and is not changing any rates or charges; and

WHEREAS, the City Commission of the City of Lake Mary, Florida, hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Lake Mary.

WHEREAS, words with double underlined type shall constitute additions and ~~strike through~~ shall constitute deletions to the original text from the language existing prior to adoption of this Ordinance.

NOW THEREFORE, IT IS HEREBY ENACTED BY THE CITY OF LAKE MARY AS FOLLOWS:

SECTION 1. Section 31.20, Public Services Tax, (formerly Section 52.032 with amendments) is hereby added to Chapter 31, Finance, as indicated in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. Chapter 50, City Wastewater System, is hereby amended as indicated in Exhibit “B” attached hereto and made a part hereof.

SECTION 3. Chapter 51, City Waterworks System, is hereby amended as indicated in Exhibit “C” attached hereto and made a part hereof.

SECTION 4. Chapter 52, Public Utilities, of the Lake Mary City Code, except Section 52.032(B), is hereby repealed in its entirety.

SECTION 5. Chapter 53, City Wastewater and Water System Fees and Charges, is hereby established, as set forth in Exhibit “D” attached hereto and made a part hereof.

SECTION 6. Chapter 54, Emergency Water Shortages, is hereby repealed in its entirety.

SECTION 7. Chapter 55, Water System Impact, is hereby repealed in its entirety becoming part of Chapter 51.

SECTION 8. Codification. The Code of Ordinances of the City of Lake Mary, Florida, be and the same is hereby amended in accordance with the terms, provisions and conditions of this ordinance. Further, that the sections of this ordinance may be renumbered or re-lettered to accomplish said amendment; “Ordinance” may be changed to “Section”, “Article”, or other appropriate word.

SECTION 9. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

SECTION 10. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section,

sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 11. Effective Date. This Ordinance shall take effect 90 days after passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2014.

FIRST READING:

SECOND READING:

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

For the use and reliance of the City of Lake Mary only. Approved as to form and legal sufficiency.

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT A

§ 31.20 PUBLIC SERVICES TAX

(A) Definitions. The following definitions shall apply:

ELECTRONIC TRANSFER. The use of the Automated Clearing House (the "ACH"), or other electronic transfer system approved by the City Finance Director on a case by case basis, by the Seller, to send the taxes collected directly from the Seller's bank to the City's primary bank.

LEVY. Means and includes the imposition of the tax under Florida Statutes §§ 166.231 and 166.232, all changes in the rate of the tax imposed under either of those Sections, and all changes of election under Florida Statutes § 166.231.

REMIT, REMITTANCE AND REMITTING. The sending by the Seller and the receipt by the City of all taxes levied and collected pursuant to this Section. The date of receipt of such taxes by the City will be the date of the postmark, or if by electronic transfer, the date received by the City's primary bank as indicated on the City's bank statement.

RETURN. As used in Section (C), means the supporting documentation submitted periodically in accordance with the provisions of this Chapter, and to be accompanied by the tax remittance, if any for that period, to the Finance Director of the City, which at a minimum shall indicate:

- (1) the name and address of the Seller; and
- (2) the time period covered with respect to the particular return being filed; and
- (3) the amount (in U.S. Dollars) of the revenue collected from the sale of the taxable service; and
- (4) the amount (in U.S. Dollars) of any collection allowance taken in accordance with Florida law; and
- (5) the amount (in U.S. Dollars) of tax being remitted to the City, or having been sent by electronic transfer to the City's bank, which is the subject of the particular return being filed; and
- (6) the name and telephone number of a person authorized by the Seller to respond to inquiries from the City concerning how the Seller is administering and collecting the tax.

Those Sellers remitting the tax by electronic transfer must nevertheless send periodic returns to the Finance Director of the City.

SELLER. A person, firm, corporation, or other legal entity who sells a service that is subject to a levy.

TAX OR TAXES. The municipal public service tax authorized pursuant to Florida Statutes § 166.231 or Florida Statutes § 166.232, and this Section.

(B) Purchase of Electricity and Gas—Levy of Tax; Amount; Payment Generally of Tax.

- (1) Except as provided below or as otherwise exempted by Section (D), there is hereby levied and imposed by the City on each and every purchase of electricity and metered or bottled gas (natural liquefied petroleum gas or manufactured gas), within the corporate limits of the City, a tax at the rate of ten percent (10%) of the total amount charged for such utility service or commodity. For purposes of calculating the tax, the amount charged for the taxable service shall be deemed to include any gross receipts taxes and franchise fees separately stated on the customer's bill.
- (2) The tax imposed by this section shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. "Fuel adjustment charge" shall mean all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.
- (3) Subject to the provisions of Section (D), such tax shall in every case be paid by the purchaser to the Seller of such electricity or metered or bottled gas at the time of paying the charge therefor, and shall be for the use of the City.
- (4) Services competitive with those enumerated in subsection (B)(1), as defined by this Ordinance, shall be taxed on a comparable base at the same rates.

(C) Collection Generally and Disposition of Tax; Discontinuance of Service upon Failure of Purchaser to Pay Tax and Seller's Charge.

- (1) It shall be the duty of every Seller of electricity or metered or bottled gas (natural or manufactured) to collect from the purchaser for the use of the City the tax levied by the preceding section, at the time of collecting the selling price charged for each transaction and to file a return and remit on or before the twentieth (20th) day of each calendar month, or if the twentieth day is either a legal holiday or is not a City business day, then on or before the first City business day, that is not also a legal holiday, following the twentieth day of the month, unto the Finance Director of the City all such taxes levied and collected during the preceding calendar month. It shall be unlawful for any Seller to collect the price of any sale of electricity or metered or bottled gas, (natural or manufactured) without, at the same time, collecting the tax hereby levied in respect to such sales, unless such Seller shall elect to assume and pay such tax without collecting the same from the purchaser. Any Seller failing to collect such tax at the time of collecting the price of any sale where the Seller has not elected to assume and pay such tax shall be liable to the City for the amount of such tax in like manner as if the same had actually been paid to the Seller, and the City Manager shall bring all proceedings in the name of the City as may be necessary for the recovery of such tax; provided, however, that the Seller shall not be liable for the payment of such tax upon uncollected charges. If any purchaser shall fail, neglect or refuse to pay to the Seller the Seller's charge and the tax hereby imposed and as hereby required on account of the sale for which such charge is made, or either, the Seller shall have and is hereby vested with the

right, power and authority to immediately discontinue further service to such purchaser until the tax and the Seller's bill shall have been paid in full.

- (2) Sellers remitting tax collections of ten thousand dollars (\$10,000) or more, on average, per month over a period of three (3) consecutive months shall thereafter, beginning in the month immediately following the third (3rd) consecutive month, make all tax remittances to the City's primary bank by electronic transfer using the ACH system, or other electronic means as may be approved by the Finance Director on a case by case basis. Those Sellers meeting this criteria shall continue remittances by electronic transfer regardless of whether the Seller's average collections fall below the ten thousand dollar (\$10,000) threshold for any subsequent consecutive three (3) month period.

All other Sellers may remit by hand-delivery, postal service or electronic transfer. However, if a Seller elects to remit by electronic transfer, that Seller shall thereafter always remit by electronic transfer.

- (3) Notwithstanding any other provision of this section, in the event the total amount of tax anticipated to be collected within a calendar quarter does not exceed \$120, the Seller of such service may, with the written authorization of the City, remit the taxes collected during such calendar quarter to the City quarterly. In such case, the tax shall be due on or before the 20th day of the month following the end of the calendar quarter in which the taxes were collected.

(D) Exemptions and Exclusions from Payment of Tax.

- (1) Purchases by the United States Government, this State, and all counties, school districts, and municipalities of the State, and by public bodies exempted by law or court order, are exempt from the tax authorized by Section (B). However, governmental bodies which sell or resell taxable service to non-exempt end users must collect and remit the tax levied under Section (B).
- (2) The following purchases of bottled gas are hereby excluded from the tax levied by Section (B):
- (a) Purchases of natural gas, manufactured gas by a public or private utility for resale or for use as fuel in the generation of electricity.
- (3) Purchases by any recognized church in the City for use exclusively for church purposes are hereby exempt from the tax authorized by Section (B).

(E) Computation of Tax When Seller Collects the Tax in Monthly Periods.

In all cases where the seller of electricity or metered or bottled gas, (natural or manufactured) collects the tax in monthly periods, the tax hereby levied may be computed on the aggregate amount of sales during such period; provided, that the amount of tax to be collected shall be to

the nearest whole cent to the amount computed, and shall not exceed the rates set forth in Section (B) for any monthly period on each separate service. Such service shall be classified as a separate service in case of metered electricity or gas whenever an individual meter is used for the measuring thereof.

(F) Records to be Kept by Seller; General Administrative Audit Plan for Enforcement of Ordinance; Authority of City to Audit such Records.

- (1) Each and every Seller of electricity or metered or bottled gas, (natural or manufactured) shall keep at its principal place of business complete records showing all sales in the City of such commodities or service, which records shall show the price charged upon such sale, the amount of taxes charged upon each sale, the date of the sale, the date of payment thereof, the date such tax was remitted to the City, the period of time covered by such remittance and other related information that may be required to verify proper collection and remittance of said taxes.
- (2) To assure proper administration of the provisions of this Chapter, the City may, where possible and practical, conduct a periodic audit of such sales records of all businesses in connection with which the tax is imposed under this Chapter. Failure to conduct such an audit will not eliminate the liability of the Seller for collection and remittance of such tax.
- (3) Pursuant to Florida Statutes § 166.234, the City may, during the Seller's normal business hours at the official location of the Seller's books and records, audit the records of any Seller of a service that is taxable by the City under Florida Statutes § 166.231 or Florida Statutes § 166.232, for the purpose of ascertaining whether taxable services have been provided or the correctness of any return that has been filed or payment that has been made, if the City's power to assess tax or grant a refund is not barred by the applicable limitations period. Each such Seller must provide to the City, upon 60 days' written notice of intent to audit from the City, access to applicable records for such service, except an extension of this 60-day period must be granted if reasonably requested by the Seller. The Seller may at its option waive the 60-day notice requirement. If either the City or the Seller requires an additional extension, it must give notice to the other no less than 30 days before the existing extension expires, except in cases of bona fide emergency or waiver of the notice requirement by the other party. In an audit, the Seller is liable only for its taxable accounts collected which correspond to the information provided to it by the City under Florida Statutes § 166.233(3). As used in this section, "applicable records" means records kept in the ordinary course of business which establish the collection and remittance of taxes due. Such applicable records may be provided to the City on an electronic medium if agreed to by the Seller and the City. In accordance with Florida Statutes § 166.231(9)(c), any information received by the City or its agent in connection with such audit is confidential and exempt from the provisions of Florida Statutes § 119.07(1).

(G) Interest and Penalties for Late Payments and Late Returns.

Any Seller of electricity or metered or bottled gas (manufactured or natural) failing to remit to the City on or before the twentieth (20th) day of each calendar month or quarter, as applicable, or if the twentieth day is either a legal holiday or is not a City business day, then on or before the first City business day, that is not also a legal holiday, following the twentieth day of the month or quarter, as applicable, all such taxes levied and collected during the preceding tax period shall be liable for interest on the unpaid amount of tax at the rate of one percent (1%) per month from the date the tax was due until paid. In addition, penalties will be assessed at a rate of 5 percent (5%) per month of the delinquent tax, not to exceed a total penalty of 25 percent (25%), except that in no event will the penalty for failure to file a return be less than \$15. In the case of a fraudulent return or a willful intent to evade payment of the tax, the Seller making such fraudulent return or willfully attempting to evade payment of the tax, shall be liable for a specific penalty of 100 percent (100%) of the tax. Interest and penalties shall be computed on the net tax due after application of any overpayments. The interest and penalties shall accrue from the due date until the date such taxes are paid, provided however, that the Finance Director may settle or compromise any interest due pursuant to this section as is reasonable under the circumstances.

(H) Costs Incurred in Pursuit of Tax or Information as a Result of a Violation of any of this Section. The City is entitled to and may assess against Sellers not complying with any provision of this Chapter, a fee being based upon the actual costs incurred by the City in collecting the tax or information due.

EXHIBIT B

CHAPTER 50: CITY WASTEWATER SYSTEM

General Provisions

- 50.001 Definitions
- 50.002 Notice of violations; liability
- 50.003 Remedies

Public Sewers

- 50.010 Unlawful deposits; discharges
- 50.011 Privies prohibited
- 50.012 Connection to public sewer required
- 50.013 Tampering with sewer equipment
- 50.014 Inspections
- 50.015 ~~Hearing Board~~ Appeals
- 50.016 Major contributing industries
- 50.017 Restricted discharges

Private Sewage Disposal

- 50.025 Private system permitted
- 50.026 Permit required
- 50.027 Compliance with regulations
- 50.028 Availability of public sewer
- 50.029 Sanitary maintenance
- 50.030 Additional requirements may be imposed

Building Sewers and Connections

- 50.035 Permit required
- 50.036 Application
- 50.037 Installation costs
- 50.038 Separate sewers required; exception
- 50.039 Use of old sewers
- 50.040 Specifications
- 50.041 Elevation

- 50.042 Surface and drain water prohibited
- 50.043 Connections to conform to technical codes
- 50.044 Inspection
- 50.045 Excavations
- 50.046 Types of water prohibited
- 50.047 Discharge to storm drains

Industrial Users

- 50.055 ~~Federal pretreatment standards~~ Industrial pretreatment
- ~~50.056—Special agreements [REPEAL]~~
- ~~50.057—Water and energy conservation [REPEAL]~~
- ~~50.058—Information required [REPEAL]~~
- ~~50.059—Monitoring [REPEAL]~~
- ~~50.060—Determination of sewerage characteristics [REPEAL]~~

Pretreatment

- ~~50.065—Sewerage with special characteristics [REPEAL]~~
- ~~50.066—Compliance with pretreatment requirements [REPEAL]~~
- ~~50.067—Monitoring [REPEAL]~~
- ~~50.068—Effect of federal law [REPEAL]~~
- ~~50.069—Revision of pretreatment standards [REPEAL]~~
- ~~50.070—Special interceptors [REPEAL]~~
- ~~50.071—Control manholes; testing [REPEAL]~~
- ~~50.072—Acceptance of wastes of unusual strength [REPEAL]~~

Fees and Charges

- 50.080 Objective [MOVED TO § 53.20]
- ~~50.081—Basic form of system [REPEAL]~~
- ~~50.082—Sewer user classification [REPEAL]~~
- 50.083 User rates and charges [MOVED TO § 53.23]
- ~~50.084—Sampling of wastes [REPEAL]~~
- ~~50.085—Billing [REPEAL]~~
- ~~50.086—Disconnection for nonpayment [REPEAL]~~
- ~~50.087—No free service [REPEAL]~~

- 50.088 ~~Review and changes of rates~~ [REPEAL]
- 50.089 ~~Sewer charges applicable if sewer available~~ [REPEAL]
- 50.090 Payment plan for connection of current water customers to City's sewer system [MOVED TO § 50.148]

Sewer System Extensions

- 50.095 Purpose
- 50.096 Construction of extension projects
- 50.097 Sewer service without water service
- 50.098 Design standards
- 50.099 Construction standards

Sewer Service Allocation Regulations

- ~~50.120—Short title~~ [REPEAL]
- ~~50.121—Definitions~~ [REPEAL]
- ~~50.122—Sewer permit required for sewer connections~~ [REPEAL]
- ~~50.123—Application for permit~~ [REPEAL]
- ~~50.124—Fees and charges~~ [REPEAL]
- ~~50.125—Allocation of sewer service capacity~~ [REPEAL]
- ~~50.126—Transfer of sewer service capacity~~ [REPEAL]
- ~~50.127—Term of permit~~ [REPEAL]
- ~~50.128—Responsibility for collection and transmission costs~~ [REPEAL]

Sewer Impact Fee

- 50.140 Short title
- 50.141 Findings of fact
- ~~50.142—Liberal interpretation~~ [REPEAL]
- ~~50.143—Definitions~~ [REPEAL]
- 50.1442 Sewer impact fee
- 50.1453 Determination of equivalent residential unit factors
- 50.1464 Applicability of charge
- 50.1475 When payment required
- 50.1486 Sewerage Wastewater System Capital Improvement Fund
- 50.1497 Responsibility for collection and transmission costs

50.148 Payment plan for connection of ~~current water~~ customers to City's sewer system [MOVED FROM § 50.090]

~~50.999~~ Penalty [REPEAL]

Cross-reference:

Wastewater and Water System Fees and Charges, see Chapter 53

GENERAL PROVISIONS

§ 50.001 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AVAILABLE. Shall be as defined in F.S. 381.0065, as may be amended from time to time.

B.O.D. (denoting biochemical oxygen demand). The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C., expressed in milligrams per liter (mg/l) or parts per million (ppm).

BUILDING DRAIN. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

BUILDING SEWER. The extension from the building drain to the public sewer or other place of disposal.

BULK USER. A customer such as a utility company or governmental entity which conveys sewage in large quantities through either their own or City-owned transmission mains from their service area to the City's ~~regional plant for treatment~~ service area.

CITY. The City of Lake Mary, Florida, a municipal corporation of the state.

CITY OF LAKE MARY SEWERAGE SYSTEM. All facilities and interests in real and personal property owned, operated, managed, or controlled by the City, now and in the future, and used to provide sewer service to existing and future customers within the service area of the City.

CITY RATE RESOLUTIONS AND ORDINANCES. All resolutions and ordinances, either currently in effect or to be adopted in the future, by the City Commission or its successors, which establish and fix rates, fees, and charges for the City sewerage system.

C.O.D. (denoting chemical oxygen demand). The quantity of oxygen utilized in the chemical oxidation of the chemically oxidizable carbonaceous contents found within the wastewater sample, expressed in milligrams per liter (mg/l) or parts per million (ppm).

COLLECTION AND TRANSMISSION FACILITIES. The lines, pipes, meters, and appurtenant equipment owned, operated, and maintained by the City to collect sewage and to transmit it to Seminole County's transmission facilities.

COMBINED SEWER. A sewer receiving both surface runoff and sewage.

COMMISSION. The City Commission.

COUNTY. Seminole County, a political subdivision of the state.

COUNTY RATE RESOLUTIONS AND ORDINANCES. All sewer use ordinances, resolutions, rules, and regulations relating to the use and discharge to the Seminole County wastewater system as may be adopted by the county from time to time.

DEPARTMENT. ~~The Utilities Department.~~ The Public Works Department.

EFFLUENT DISPOSAL CAPACITY. The rate of treated effluent flow, measured in GPD or MGD, for which effluent disposal facilities are designed and are capable of disposing, in accordance with all applicable government requirements.

EFFLUENT DISPOSAL FACILITIES. Those wastewater facilities necessary to store and dispose of wastewater previously treated at treatment facilities.

ERU. An equivalent residential unit.

GARBAGE. Solid animal and vegetable wastes resulting from the domestic or commercial preparation, cooking, storage, and dispensing of food, and from the handling, storage, and sale of produce.

GPD. Gallons per day on an annual average basis.

GRAYWATER Part of domestic sewage that is not blackwater, including waste from the bath, lavatory, laundry, and sink, except kitchen sink waste.

HEARING BOARD. ~~The City Council.~~ The City Commission

INDUSTRIAL WASTES. The liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

MGD. Million gallons per day on an average annual basis

NATURAL OUTLET. Any outlet into a watercourse, pond, ditch, lake, or any other body of surface or open water.

NORMAL SEWAGE. Sewage having the following limiting characteristics.

Sewage	Maximum
C.O.D.	400 ppm
B.O.D. 5 day 20°C	250 ppm
Chlorine demand 15 min., 68°F	6 ppm

Suspended solids	250 ppm
Grease	100 ppm
Temperature	150°F
Total nitrogen	25 ppm
Total phosphates	10 ppm

NPDES PERMIT. National Pollutant Discharge Elimination System permit, issued by the federal government to the owner of a wastewater plant which discharges to waters of the United States.

OBJECTIONABLE ITEMS-WASTE. Includes, but is not limited, to waters or wastes containing any of the following concentrations above the maximum quantities shown.

Concentration	Maximum PPM
Chromium	2
Zinc	4
Nickel	4
Mercury	4
Iron	4
Lead	4
Tin	4
Silver	4
Cadmium	4
Phenols	4

<u>Concentration</u>	<u>Instantaneous Maximum PPM</u>
<u>Arsenic</u>	<u>0.18</u>
<u>CBOD 5</u>	<u>300</u>
<u>Cadmium</u>	<u>0.12</u>
<u>Chromium</u>	<u>4.66</u>
<u>Chlorides</u>	<u>695</u>
<u>Copper</u>	<u>1.69</u>
<u>Cyanide</u>	<u>1.74</u>
<u>Lead</u>	<u>0.91</u>
<u>Mercury</u>	<u>0.05</u>

<u>Molybdenum</u>	<u>0.35</u>
<u>Nickel</u>	<u>1.41</u>
<u>Oil and Grease</u>	<u>100</u>
<u>pH</u>	<u>>5.0, <9.5 s.u.</u>
<u>Selenium</u>	<u>0.35</u>
<u>Silver</u>	<u>4.66</u>
<u>Total Dissolved Solids</u>	<u>500</u>
<u>Total Nitrogen</u>	<u>50</u>
<u>Total Phenols</u>	<u>13.2</u>
<u>Total Suspended Solids</u>	<u>300</u>
<u>Zinc</u>	<u>3.97</u>

ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM means a system that contains a standard subsurface, filled, or mound drainfield system; an aerobic treatment unit; a graywater system tank; a laundry wastewater system tank; a septic tank; a grease interceptor; a pump tank; a solids or effluent pump; a waterless, incinerating, or organic waste-composting toilet; or a sanitary pit privy that is installed or proposed to be installed beyond the building sewer on land of the owner or on other land to which the owner has the legal right to install a system. The term includes any item placed within, or intended to be used as a part of or in conjunction with, the system. This term does not include package sewage treatment facilities and other treatment works.

pH. The logarithm of the reciprocal of the weight of hydrogen ions in moles per liter of solution.

PROPERLY SHREDDED GARBAGE. Wastes from the preparation, cooking, and dispensing of food that have been shredded to the degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2-inch in any dimension (1.27 centimeters).

PUBLIC SEWER. A sewer which is controlled or owned by public authority.

SANITARY SEWER. A sewer that conveys sewage or industrial wastes, or a combination of both, and into which storm, surface, and groundwaters are not admitted.

SEMINOLE COUNTY WASTEWATER SYSTEM. Those transmission facilities, including the County treatment facilities in which sewage is received, transmitted, treated, detained, and disposed of, and from which the City is exclusively receiving and shall exclusively receive sewage treatment and effluent disposal capacity on a wholesale basis, and which are operated and maintained by the county.

SEWAGE. A combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with any ground, surface,

and stormwaters that may be present. ~~SEWAGE~~ may sometimes be referred to as sewerage.

SEWAGE TREATMENT CAPACITY. The rate of sewage flow, measured in GPD, which can be treated by treatment facilities in accordance with all applicable governmental requirements.

SEWAGE TREATMENT PLANT. Any arrangement of devices and structures used for treating sewage.

SEWAGE or WASTEWATER. Water-carried wastes from residences, business buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous or toxic wastes.

SEWAGE WORKS. All facilities for collecting, pumping, treating, and disposing of sewage.

SEWER. A pipe or conduit for carrying sewage.

SEWER IMPACT FEES. (See, Wastewater Connection Fee.) Those fees and charges established and collected by the City at or before the payment of a local business tax, or the issuance of site or building permits, whichever comes first, to pay for or recover the capital costs of sewerage facilities, as set forth from time to time in the City's rate resolutions and ordinances. The City's sewer impact fee includes the fee the County charges the City for each connection to the County's system, which is passed through to the City customers.

SEWER SERVICE CAPACITY. The volume of sewage flow, measured in GPD, which can be collected, transmitted, treated, and disposed of.

SEWERAGE FACILITIES. All sewage collection, transmission, treatment, and effluent disposal facilities, whether interim or permanent, including all interceptors, lines, pipes, meters, couplings, pumps, force mains, and plant and appurtenant equipment necessary to provide sewer or wastewater service.

SLUG. Any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period or duration longer than 15 minutes more than five times the average 24-hour concentration or flows during normal operation. The number of **SLUGS** permitted over a given period of time will be determined by the ~~Utilities Department~~ Public Works Department. If it is considered a result of negligence or harmful to the system, the number permitted may be no more than one.

~~**STORM DRAIN.** Any sewer or natural or man-made drainage channel which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.~~ Any pipe or natural or man-made drainage channel which

carries storm and surface waters and drainage, excluding sewage and industrial wastes, other than unpolluted cooling water.

STANDARD METHODS. "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, Water Pollution Control Federation, and American Waterworks Association, latest editions. All sampling and testing procedures required under provisions of this chapter shall be in accordance with "Standard Methods".

TRANSMISSION FACILITIES. Those master lift stations, lines, pipes, force mains, pumps, meters, and appurtenant equipment used by the county to transmit wastewater from the point of connection from the City's collection and transmission facilities to the headworks of the treatment facilities.

TREATMENT FACILITIES. Those sewage treatment facilities and rights used by the county to treat wastewater in accordance with applicable governmental and regulatory requirements.

WATERCOURSE. A channel in which a flow of water occurs, either continuously or intermittently.

WASTEWATER CONNECTION FEE. (See, Sewer Impact Fees.)

WASTEWATER FACILITIES. All wastewater collection, transmission, treatment, and effluent disposal facilities, including all interceptors, lines, pipes, meters, couplings, pumps, force mains, and appurtenant equipment necessary to provide sewer service capacity or wastewater service capacity.

WASTEWATER TREATMENT PLANT. The structure, process, equipment, and management necessary to treat and discharge wastewater.

§ 50.002 NOTICE OF VIOLATIONS; LIABILITY.

(A) Any person found to be violating any provision of this chapter, except § 50.013, shall be served by the City with a written notice stating the nature of the violation and providing a reasonable time limit for satisfactory correction. Any notice given shall be in writing and served in person or by registered or certified mail. The notice shall be sent to the last known address of the violator. Where the address is unknown, service may be made upon the owner of record of the property involved at the address listed in the tax collector's office for tax notices. The offender shall, within the period of time stated in the notice, permanently cease all violations.

(B) Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss, or damage incurred ~~occasioned~~ by the City as a result of the violation, to include cost of any repairs necessitated by said violation. Any charges not paid shall constitute a lien on the property involved.

§ 50.003 REMEDIES.

Nothing contained in this chapter shall prevent the City from taking any lawful action, including but not limited to resorting to equitable and injunctive action as necessary to prevent or remedy any violation of this chapter.

PUBLIC SEWERS

§ 50.010 UNLAWFUL DEPOSITS; DISCHARGES.

It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, septage, or other objectionable waste. It shall be unlawful to discharge into any natural outlet within the City, or in any area under the jurisdiction of the City, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this chapter. No future construction of combined sewers shall be allowed by the City.

§ 50.011 PRIVIES PROHIBITED.

Except as hereafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

§ 50.012 CONNECTION TO PUBLIC SEWER REQUIRED.

~~The owner or user of all homes, buildings, or properties used for human occupancy, employment, recreation, business, or other purposes, situated within the city and abutting on any street, alley, right of way, or easement in which there is now located or may in the future be located and available for use a public sanitary sewer of the city, shall at his or her expense install suitable toilet facilities therein, and connect these facilities directly with the city's public sewer in accordance with the provisions of this chapter within 90 days after date of official notice from the city to do so, provided the public sewer is within 100 feet of the property line. It shall be unlawful for any owner or user to fail or refuse to connect with the city sanitary sewer system where it is available as set forth in this section.~~

(A) The owner of a properly functioning onsite sewage treatment and disposal system, excluding an approved onsite graywater system, must connect the system or the building's plumbing to an available publicly owned or investor-owned sewerage system as provided is F.S. 381.00655, as may be amended from time to time. Requests for exemption shall be handled by the Public Works Director as provided in the statutes.

(B) "Available" shall mean as defined in F.S. 381.0655, as may be amended from time to time.

(C) No certificate of occupancy shall be granted by the Building Official for any building until such time as owner has fully complied with the provision of this Section.

(D) Nothing herein shall be construed as prohibiting any state or federal agency from requiring a property owner to connect to the City's sewer system, provided the Public Works Director determines the City's sewer system has the needed capacity.

§ 50.013 TAMPERING WITH SEWER EQUIPMENT.

No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this section shall be subject to immediate arrest, ~~under a charge of disorderly conduct~~ and subject to the penalties provided by state law and Section 10.99.

§ 50.014 INSPECTIONS.

(A) Each person, by virtue of making application or request to the City for any utility service or receiving or using any City utility service, thereby grants or causes to be granted to the City, without additional cost or consideration, all rights, easements, permits, licenses, and privileges that are deemed necessary by the City for the establishment, Rendering, maintenance termination, disconnection, or reconnection of utility services. Pursuant to said authority, ~~The~~ appropriate ~~Utilities Department~~ Public Works Department official and other duly-authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this chapter, at all reasonable or necessary times. The ~~Utilities Department~~ shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

(B) ~~The Utilities Department~~ Public Works Department and other duly-authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly-negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within the easement. All entry and subsequent work, if any, on the easement, shall be done in full accordance with the terms of the duly-negotiated easement pertaining to the private property involved.

§ 50.015 HEARING BOARD APPEALS.

~~The City Council~~ City Commission shall sit as an appellate board for hearing appeals from any decision by the ~~Hearing Board~~ for arbitration of differences between the

~~Utilities Department Public Works Director~~ and sewer users on matters concerning interpretation and execution of the sections of this chapter by the Department, and to hear appeals from any industrial sewer user as to the reasonableness of charges imposed by the City for these users. Any appeals or grievances shall be in writing on a form provided by the City, and submitted to the Hearing Board along with a fee as provided by resolution of the City Commission, and the Hearing Board shall render its decision within 30 days after receipt thereof. The cost of the arbitration will be divided equally between the city and the sewer user.

§ 50.016 MAJOR CONTRIBUTING INDUSTRIES.

Any major contributing industry as defined by 40 C.F.R. 128.124 shall comply with 40 C.F.R. 128 and any other regulation established by the United States Environmental Protection Agency or other appropriate regulating governmental agency.

§ 50.017 RESTRICTED DISCHARGES.

(A)—No person shall discharge or cause to be discharged to any of the City's sewer facilities any substances, materials, waters, or wastes in the quantities or concentrations which will do any of the following, or which have the following properties:

(1) Create a fire or explosion hazard, including but not limited to gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.

(2) Cause corrosive damage or hazard to structures, equipment, or personnel of the sewer facilities, but in no case discharges having a pH lower than 5.0 or greater than 9.5 for any period of time. with the following properties.—These is requirements may be modified for facilities designed to accommodate greater ranges.

(a)—~~Having a pH lower than 5.0 or greater than 10.0 for more than 10% of the time in a 24-hour period. 9.5 for any period of time.~~

(b)—~~Having a pH lower than 3.5 or greater than 12.0 for any period exceeding 15 minutes.~~

(3) Cause obstruction to the flow in sewers, or other interference with the operation of sewer facilities due to accumulation of solid or viscous materials.

(4) Constitute a rate of discharge or substantial deviation from normal rates of discharge, (slug discharge), sufficient to cause interference in the operation and performance of the sewer facilities.

(5) Contain heat in amounts which will accelerate the biodegradation of wastes, causing the formation of excessive amounts of hydrogen sulfide in the sewer or inhibit biological activity in the sewer treatment facilities. However, in no case shall the discharge of heat cause the temperature in the City sewer to exceed 58°C. (150°F.) or the

temperature of the influent to the treatment facilities to exceed 40°C. (104°F.) unless the facilities can accommodate this heat.

(6) Contain more than 100 milligrams per liter of no biodegradable oils of mineral or petroleum origin.

(7) Contain floatable oils, fat, or grease.

(8) Contain noxious, malodorous gas or substances present in quantities that create a public nuisance or a hazard to life.

(9) Contain radioactive wastes in harmful quantities as defined by applicable state and federal regulations.

(10) Contain any garbage that has not been properly shredded.

(11) Contain any odor or color-producing substances exceeding concentration limits which may be established by the Utilities Department Public Works Department for purposes of meeting the City's sewer permit.

~~(B) If, in establishing discharge restrictions, discharge limits, or pretreatment standards pursuant to this section, the Utilities Department Public Works Department established concentration limits to be met by an industrial user, the Department in lieu of concentration limits, shall establish mass limits of comparable stringency for an individual industrial user at the request of this user.~~

PRIVATE SEWAGE DISPOSAL

§ 50.025 PRIVATE SYSTEM PERMITTED.

Where a public sanitary or combined sewer is not available under the provisions of § 50.012, the building sewer shall be connected to a private sewage disposal system complying with the provisions of this subchapter.

§ 50.026 PERMIT REQUIRED.

~~(A) Before the commencement of construction or reconstruction of a private sewage disposal system, the owner shall first obtain a written permit from the County Health Department. The application for this permit shall be made on a form furnished by the County Health Department; the applicant shall supplement by any plans, specifications, and other information deemed necessary by the County Health Department. Before the commencement of construction or reconstruction of a private sewage disposal system, the owner shall first obtain written permits from the County Health Department and the City Building Official. The application for these permits shall be made on a form furnished by the County Health Department and City Building Official respectively; the applicant shall supplement said application with any plans, specifications, and other~~

information deemed necessary by the County Health Department or the City Building Official.

(B) ~~A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the Utilities Department. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Department when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within 24 hours of the receipt of notice by the Department, provided notice is received prior to the close of business on the day preceding the last working day of the week. The Seminole County Health Department or the City Building Official shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify both when the work is ready for final inspection, and before any underground portions are covered.~~

§ 50.027 COMPLIANCE WITH REGULATIONS.

The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the State Department of Environmental ~~Regulations~~ Protection or other departments designated by state law. No permit shall be issued for any private sewage disposal system employing subsurface soil absorption facilities unless the installation complies in all respects with the pertinent requirements of the county. No septic tank or cesspool shall be permitted to discharge into any natural outlet.

§ 50.028 AVAILABILITY OF PUBLIC SEWER.

When a public gravity sewer becomes available to a property served by a private sewage disposal system, ~~as provided in § 50.027,~~ a direct connection shall be made to the public ~~plans,~~ gravity sewer in compliance with this chapter and with the notice requirements of F.S. 381.00655, as may be amended from time to time.~~§ 50.012 above,~~ ~~within 90 days.~~ Any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned in accordance with the Seminole County Health Department regulations. ~~and filled with approved material.~~

§ 50.029 SANITARY MAINTENANCE.

The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City. These facilities shall be subject to inspection by the City and/or the Seminole County Health Department at reasonable times.

§ 50.030 ADDITIONAL REQUIREMENTS MAY BE IMPOSED.

No statement contained in this subchapter shall be construed to interfere with any additional requirements that may be imposed by the City or other applicable authority.

BUILDING SEWERS AND CONNECTIONS

§ 50.035 PERMIT REQUIRED.

(A) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City Utilities Department. There shall be two classes of building sewer permits.

- (1) Residential and commercial service
- (2) Service to establishments producing industrial wastes.

(B) The City ~~Department~~ shall not issue a permit for any class of connection to the City sewer system unless there is sufficient capacity, not legally committed to other users, in the sewer and treatment facilities to convey and adequately treat the quantity of sewage which the requested connection will add to the system. The City ~~Department~~ shall ~~may~~ permit such a connection if there are legally binding commitments to provide the needed capacity.

§ 50.036 APPLICATION.

For ~~a either class of building sewer permit~~, the owner or ~~his~~ their agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City Utilities Department. A connection, permit, and inspection fee as periodically established by the City for a residential or commercial building sewer permit or for an industrial building sewer permit shall be paid to the City at the time the application is filed.

§ 50.037 INSTALLATION COSTS.

All costs and expenses incident to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

§ 50.038 SEPARATE SEWERS REQUIRED; EXCEPTION.

A separate and independent building sewer shall be provided for every building. However, where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the building sewer from the front building may be extended to the rear building and the whole considered as one building sewer. The City assumes no obligation or responsibility for damage caused by or resulting from any single building sewer which serves two buildings.

§ 50.039 USE OF OLD SEWERS.

Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the City Utilities Department, to meet all requirements of this chapter.

§ 50.040 SPECIFICATIONS.

The size, slope, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling the trench, shall all conform to the requirements of the City building and plumbing codes, or other applicable rules and regulations of the City.

§ 50.041 ELEVATION.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by the building drain shall be lifted by an approved means and discharged to the building sewer.

§ 50.042 SURFACE AND DRAIN WATER PROHIBITED.

No person shall make connection of roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer.

§ 50.043 CONNECTIONS TO CONFORM TO TECHNICAL CODES.

The connection of the building sewer into the public sewer shall conform to the requirements of the City building and plumbing codes, or other applicable rules and regulations of the City. All connections shall be made gastight and watertight and verified by proper testing. Gasketed fittings shall be required and no connections shall be made by cement grouting. Any deviation from the prescribed procedures and materials must be approved by the City Utilities Department before installation.

§ 50.044 INSPECTION.

The applicant for the building sewer permit shall notify the City Utilities Department when the building sewer is ready for inspection and connection to the public sewer before any underground portions are covered. The connection and testing shall be made under the supervision of the City Department.

§ 50.045 EXCAVATIONS.

All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

§ 50.046 TYPES OF WATER PROHIBITED.

No person shall discharge or cause to be discharged any untreated stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, swimming pool water, or unpolluted industrial process waters to any sanitary sewer, or into the regional wastewater treatment plant. ~~Unpolluted industrial process waters shall be considered those wastes with B.O.D. and suspended solids concentrations less than those of the wastewater treatment plant effluent.~~

§ 50.047 DISCHARGE TO STORM DRAINS.

Stormwater and all other unpolluted drainage shall be discharged to storm drains approved by the ~~City Utilities Department~~. Industrial cooling water or unpolluted process waters may be discharged, on approval of the Department, to a storm drain.

INDUSTRIAL USERS

§ 50.055 ~~FEDERAL PRETREATMENT STANDARDS.~~ INDUSTRIAL PRETREATMENT

~~(A) — No person shall discharge or cause to be discharged to any sewer facilities, sewerage containing substances subject to applicable federal categorical pretreatment standards promulgated by the United States Environmental Protection Agency in excess of the quantity prescribed in these applicable pretreatment standards, and compliance shall be within three years of the date the standards are promulgated. However, compliance with categorical pretreatment standards for new sources shall be required upon promulgation.~~

Nearly all wastewater generated in the City is conveyed to Seminole County for proper treatment and disposal. The City of Lake Mary and Seminole County have entered into an exclusive wholesale sewage treatment and disposal agreement. All sewer users are subject to and shall follow the current Seminole County Wastewater System User Rules, Seminole County Code Chapter 270, Part 8, also known as the "Industrial Pretreatment Ordinance of Seminole County, Florida" as may be amended from time to time. Any sewer users connected directly to the City of Sanford's wastewater system shall follow the industrial pretreatment standards of the City of Sanford.

~~(B) — Upon application by an industrial user, the Utilities Department Public Works Department shall revise any limitations on substances specified in the applicable pretreatment standards to reflect removal of the substances by the sewer treatment facility. The revised discharge limit for specified substances shall be derived in accordance with federal law. Upon application by an industrial user, the Department shall adjust any limitation on substances specified in the applicable pretreatment standards to consider factors relating to the person which are fundamentally different from the factors considered by the Environmental Protection Agency during the development of the pretreatment standards. Requests for and determinations of a fundamentally different adjustment shall be in accordance with federal law. The Department shall notify any~~

~~industrial user affected by the provisions of this section and establish an enforceable compliance schedule for each.~~

§ 50.056 SPECIAL AGREEMENTS. [REPEAL]

§ 50.057 WATER AND ENERGY CONSERVATION [REPEAL].

§ 50.059 MONITORING. [REPEAL]

§ 50.060 DETERMINATION OF SEWERAGE CHARACTERISTICS. [REPEAL]

PRETREATMENT [REPEAL]

§ 50.065 SEWERAGE WITH SPECIAL CHARACTERISTICS. [REPEAL]

§ 50.066 COMPLIANCE WITH PRETREATMENT REQUIREMENTS. [REPEAL]

§ 50.067 MONITORING. [REPEAL]

§ 50.068 EFFECT OF FEDERAL LAW. [REPEAL]

§ 50.069 REVISION OF PRETREATMENT STANDARDS. [REPEAL]

§ 50.070 SPECIAL INTERCEPTORS. [REPEAL]

§ 50.072 ACCEPTANCE OF WASTES OF UNUSUAL STRENGTH. [REPEAL]

FEEES AND CHARGES [MOVE TO § 53]

§ 50.080 OBJECTIVE. [MOVE TO § 53.20]

§ 50.081 BASIC FORM OF SYSTEM. [REPEAL]

§ 50.082 SEWER USER CLASSIFICATION. [REPEAL]

§ 50.083 USER RATES AND CHARGES. [MOVE TO-§ 53.23]

§ 50.084 SAMPLING OF WASTES. [REPEAL]

§ 50.085 BILLING. [REPEAL]

§ 50.086 DISCONNECTION FOR NONPAYMENT. [REPEAL]

§ 50.087 NO FREE SERVICE. [REPEAL]

§ 50.088 REVIEW AND CHANGES OF RATES. [REPEAL]

§ 50.089 SEWER CHARGES APPLICABLE IF SEWER AVAILABLE. [MOVE TO-§ 53.29]

§ 50.090 PAYMENT PLAN FOR CONNECTION OF CURRENT WATER CUSTOMERS TO CITY'S SEWER SYSTEM. [MOVE TO-§ 50.150]

SEWER SYSTEM EXTENSIONS

§ 50.095 PURPOSE.

This subchapter establishes procedures to facilitate the orderly expansion of the city's sewerage system and drainage systems and provides alternatives for funding of the expansion by those benefiting thereby.

§ 50.096 CONSTRUCTION OF EXTENSION PROJECTS.

A City sewerage or drainage system extension project may be constructed by the City or by one or more property owners, in accordance with plans prepared by or approved by the City. The City may construct an extension to its sewerage or drainage system at the sole expense of one or more property owners or in whole or in part at City expense.

(A) If the project is to be constructed at the sole expense of one or more property owners benefiting from the project, the City Engineer shall prepare or approve a plan describing the scope and purpose of the proposed extension and the estimated cost thereof. Before any expenses are incurred or obligated by the City, the property owners agreeing to bear the expense of the project shall pay over to the City the total estimated cost of the project and shall agree in writing to pay on demand any additional expenses actually incurred by the City in constructing the extension. The funds paid to the City shall be deposited ~~in a special extension project trust account in the~~ water and sewer or drainage enterprise fund ~~for the benefit of the special extension project~~, from which all expenses of the project shall be paid without further appropriation. After completion of the project, any remaining funds in excess of those required to be expended for construction thereof may be refunded to the contributing property owners in proportion to their contribution to the project.

(B) If the City determines that a sewerage or drainage system extension project is to be constructed by the City in whole or in part at City expense, the City Engineer shall submit to the City Commission for approval by resolution a description of the scope and purpose of the proposed extensions, the estimated cost thereof, and an analysis of project feasibility, including the basis upon which construction with City funds is recommended. Upon approval by the City Commission, the City Engineer shall proceed with the project only after the funds, if any, to be contributed by one or more property owners benefiting from the project have been paid to the City. Contributions by property owners shall be subject to the provisions of division (A) (1) above.

~~(B) — The city may authorize a city sewerage or drainage system extension project to be constructed by one or more property owners benefiting from the project. A property owner requesting an extension shall apply in writing to the city, describing in detail the scope and purpose of the proposed extension and an analysis of project feasibility, including an estimate of projected operation and maintenance cost and projected revenue related to the project. The applicant shall also file, before final authorization to commence the project is given by the city, detailed project plans and specifications. The city shall, within 60 days from the filing of the detailed project plans and specifications, either approve or deny final authorization of the project; however, the time limitation may be extended by mutual written agreement of the city and the property owner. The city may deny an application if the project fails to comply with a requirement of this chapter or authorized city regulations, or the project will result in an economic operating loss to the city.~~

§ 50.097 SEWER SERVICE WITHOUT WATER SERVICE.

A sewerage system extension project to extend sewer service to any area not served, and not to be concurrently served, by the City's water system, may be initiated only after approval by the City Commission.

§ 50.098 DESIGN STANDARDS.

All plans and specifications relating to sewerage or drainage system extension projects shall comply with established City standards set forth in the Department of Public Work's policies, and shall have affixed to them the seal of a registered professional engineer. With respect to projects not designed and constructed by the City, the property owner authorized to undertake the project shall file with the City a reproducible set of plans (hard copy and .TIF file) showing the completed work, as built. The City Engineer or his designated representative shall make periodic inspections and a final inspection certifying that the work as constructed complies with established City standards, and shall submit a final project approval report to the City.

§ 50.099 CONSTRUCTION STANDARDS.

All extensions of the City's sewerage or drainage systems shall comply with the following standards.

(A) All sanitary sewers, sewerage pumping stations, and related appurtenances or drainage structures installed or constructed under this chapter are to be conveyed to the City and shall be located only in a public right-of-way, on City-owned property, or in easements acceptable to the City. Where the property is under development, sewerage, or drainage system extensions shall not be installed until the finished grades of the rights-of-way or easements have been established and approved by the City Engineer and the rights-of-way or easements have been constructed to at least design subgrade.

(B) All installations shall be made in a manner and of those materials that are in accordance with standards and requirements established by the City, and all plans, specifications, promises, or construction sites shall be subject to inspection and approval by the City Engineer or his designee at any time during or after completion of construction prior to acceptance by the City. ~~No installation or construction by a property owner shall be accepted by the city as finally approved until there is delivered to the city an affidavit which adequately protects the city's interests against mechanics liens or other liens which might be asserted against the property under applicable law, the form and conditions of the affidavit to be approved by the City Attorney.~~

(C) Every building sewer shall terminate at the owner's property line and shall be installed and connected to the building plumbing by the property owner at his expense.

(D) Actual interconnection of an extension with the existing City sewerage system shall be prevented by omitting a connecting section or by placing a temporary bulkhead in the connecting lines until the extension project has been fully inspected and approved and all other conditions for extension of service have been met.

(E) All portions of a sewerage system extension project located in a public right-of-way, City-owned property, or a public easement, shall upon installation, become the property of the City, and the filing of an application for approval of construction of a project by a property owner shall be deemed to be consent to the transfer of ownership. The property owner shall execute and deliver to the City deeds or other evidences of ownership that the City may require. ~~No installation or construction by a property owner made pursuant to this chapter shall be accepted by the city as finally approved until there is delivered to the city an affidavit which adequately protects the city's interests against mechanics liens or other liens which might be asserted against the property under applicable law. The forward conditions of the affidavit must be approved by the City Attorney.~~

SEWER SERVICE ALLOCATION REGULATIONS

§ 50.120 SHORT TITLE. [REPEAL]

§ 50.121 DEFINITIONS. [REPEAL]

§ 50.122 SEWER PERMIT REQUIRED FOR SEWER CONNECTIONS. [REPEAL]

§ 50.123 APPLICATION FOR PERMIT. [REPEAL]

§ 50.124 FEES AND CHARGES. [REPEAL]

§ 50.125 ALLOCATION OF SEWER SERVICE CAPACITY. [REPEAL]

§ 50.126 TRANSFER OF SEWER SERVICE CAPACITY. [REPEAL]

§ 50.127 TERM OF PERMIT. [REPEAL]

§ 50.128 RESPONSIBILITY FOR COLLECTION AND TRANSMISSION COSTS. [REPEAL]

SEWER IMPACT FEE

§ 50.140 SHORT TITLE.

This subchapter shall be known and may be cited as the "City of Lake Mary Sewer Impact Fee Regulations" and ~~constitutes one of several city rate resolutions and ordinances.~~

(Ord. 354, passed 12-17-87; Am. Ord. 638, passed 4-15-93; Am. Ord. 839, passed 6-5-97)

§ 50.141 FINDINGS OF FACT.

In adopting a sewer impact fee and adopting regulations related thereto, the City Commission hereby makes and expresses the following findings, purposes, and intent:

(A) It is the policy of the City Commission to assist in the control of growth within the City.

~~(B) Due to the proximity of the city to the expanding Orlando area, the availability of large tracts of undeveloped property, and access to Interstate Highway 4, the city is under extensive development and growth pressures.~~

~~(C) In order to have a degree of control over the impending and continuing growth, the city has taken several steps to provide guidelines on development, including amendments to its land development code, its comprehensive plan, its land use regulations, and a wastewater master plan.~~

~~(D) As a part of a total planning effort, the City adopted a wastewater master plan in June of 1986.~~

~~(E) The main objectives of the wastewater master plan are to define and meet the wastewater needs of the city for the next 20 years and develop a systematic approach to providing centralized wastewater services to a portion of the city the entire City.~~

~~(F) The findings, conclusions, and results of the wastewater master plan are hereby incorporated into these findings and this subchapter.~~

~~(G) As growth and its attendant population increase continues in the City, the need for additional central sewerage services increases.~~

(HF) In order to accommodate the need for additional central sewerage service within the City, the City must acquire additional sewerage treatment and effluent disposal capacity to meet these needs.

(IG) Previously, the City has selected one of the four ownership options referred to in its wastewater master plan by entering into the Seminole County/City of Lake Mary, Florida Exclusive Wholesale Sewage Treatment and Disposal Agreement executed on July 28, 1987.

(JH) This agreement allows the City to purchase sewage treatment and effluent disposal capacity on a wholesale basis from Seminole County in order to ultimately provide wastewater service capacity to developers and any other future City customers.

(KI) This agreement requires the City to pay certain impact fees to Seminole County in order to purchase sewage treatment and effluent disposal capacity, based upon the then prevailing wastewater connection fee rate charged by Seminole County for capital facilities necessary to provide sewage treatment and effluent disposal capacity.

(LJ) In addition to this capacity, the City must provide major sewage transmission facilities in order to collect and transmit raw sewage and transmit that sewage to the Seminole County wastewater system in order to utilize said purchased sewage treatment and effluent disposal capacity.

(MK) The City authorized its wastewater engineers to prepare a report to establish a just, fair, and equitable impact fee, which report is hereby adopted and incorporated into this subchapter as if fully set forth herein.

(NL) Pursuant to Article VIII, Section II(b), Florida Constitution; F.S. § 166.021; F.S. Chapter 180; and other provisions of state law, the City Commission is authorized to provide, regulate, purchase, construct, improve, extend, enlarge, and reconstruct a sewerage system, and if further authorized, to fix and collect rates, fees, and other charges for the service and facilities furnished by its sewerage system.

(OM) It is the policy and object of the City Commission to ensure that rates, charges, and fees levied to pay for the cost of the sewerage system acquisitions, additions, and expansions are just and reasonable and cover the true costs of said acquisitions, additions, and expansions.

(PN) It is just and reasonable that the cost of the new sewerage system facility should be borne by the new users only to the extent that new use requires new facilities so that new users shall pay their fair share based on the additional burden their use places on the City's sewerage system.

(QO) The City Commission has scheduled and held a public hearing to allow public comment on the adoption of the sewer impact fees.

§ 50.142 LIBERAL INTERPRETATION. [REPEAL]

§ 50.143 DEFINITIONS. [REPEAL]

§ 50.144~~2~~ SEWER IMPACT FEE.

(A) The City hereby adopts and establishes a sewer impact fee equal to the product of the sum of: (1) the amount actually charged (a.k.a., the wastewater connection fee) to the City by Seminole County for providing sewage treatment and effluent disposal capacity per gallon of wastewater (a/k/a the wastewater connection fee), and (2) a City charge \$1.45 per gallon of wastewater as established by City Commission; and multiplied by the volume of sewage estimated by the City to be generated by a given customer or project as defined in § 50.145~~3~~. All fees and charges paid pursuant to this Section shall be nonrefundable.

(B) No City permits shall be issued prior to the receipt of the sewer impact fee.

(C) Sewer service shall be allocated on a first come first serve basis based on the order of receipt of application. Sewer service capacity is non-transferrable to other properties.

§ 50.145~~3~~ DETERMINATION OF EQUIVALENT RESIDENTIAL UNIT (ERU) FACTORS.

(A) For purposes of calculating and imposing the sewer impact fee provided for in § 50.142 ~~50.144~~, the ERU factor (and corresponding volume of sewage measured in GPD) for any particular connection shall be calculated and imposed in the manner provided as follows:

	<i>Establishment</i>	Unit	Factor	Volume
(1)	Residential:			
	Single-family home (<u>detached or attached</u>)	Per unit	1.000	300
	Multi-family (<u>building containing three or more D.U.'s</u>) (1 or 2 bedrooms)	Per unit	0.833	250
	Multi-family (<u>building containing three or more D.U.'s</u>) (3 or more bedrooms)	Per unit	1.000	300
	Mobile home (1 or 2 bedrooms)	Per unit	0.833	250
	Mobile home (3 or more bedrooms)	Per unit	1.000	300
(2)	Commercial:			
	Barber/beauty shop	<u>Per Chair</u>	0.333	100

	Bowling alley	Per Lane	0.333	100
(3)	Food service <u>w/seating</u> :			
	Restaurant/cafeteria	Per Seat	0.100	30
	Restaurant (24 hours)	Per Seat	0.167	50
	Restaurant ("fast food")	Per Seat	0.083	25
	Bar/cocktail lounge	Per Seat	0.100	30
(4)	Hotel, motel (not including food service, banquet and meeting rooms, and laundries)	Per Bed	0.333	100
(5)	Laundry/self-service	Per machine	1.333	400
(6)	Motel (see Hotel)			
(7)	Office building (not including food service and retail space) /shopping center/convenience stores – not including food service w/seating	1,000 sq. ft. gross	0.334 <u>0.33</u>	(0.1 100)
(8)	Service station <u>Auto Repair:</u>	Per bay	1.000	300
		Per wash bay	3.200	960
		Per toilet room	1.000	300
(9)	Theater	Per seat	0.016	5
(10)	Dentist's office:	Per dentist	0.833	250
		Per wet chair	0.333	100
(11)	Doctor's office	Per doctor	0.833	250
(12)	Hospital	Per bed	0.167	50
(13)	Schools, day type	Per student	0.050	15
(14)	Schools, boarding	Per student	0.25	75
(15)	<u>Warehouse</u>	<u>1,000 sq. ft. gross</u>	<u>0.14</u>	<u>42</u>
(16)	<u>Self Service Storage</u>	<u>1,000 sq. ft. gross</u>	<u>0.067</u>	<u>20</u>
(17)	<u>Place of Worship/Assembly (excludes schools)</u>	<u>Per seat</u>	<u>0.01</u>	<u>3</u>
(18)	<u>Nursing Home, Adult Assisted Living</u>	<u>Per bed</u>	<u>0.286</u>	<u>85</u>

(B) One ERU (~~Equivalent Residential Unit~~) shall, for the purposes of this section, have an assigned value of 1.00. One ERU is hereby established and determined to be equal to a flow of 300 gallons per day (300 GPD), average annual basis. The "Total Equivalent Residential Unit Value" for an establishment shall be calculated by multiplying the ERU factor listed in division (A) above times the number of units.

(C) ~~(H)~~For all establishments not listed above, the total ERU value shall be determined by multiplying the number of fixture units, as published in the ~~Southern~~ Florida Plumbing/Building Code, by 25, and then dividing that numerator by 300 GPD/ERU. For example:

$$\begin{aligned} \text{Total} &= \frac{\text{Number of fixture units} \times 25}{300} \\ \text{ERU value} &= \frac{\text{Number of fixture units} \times 25}{300} \\ \text{Total ERU value} \times \$ &= \text{sewer impact fee} \end{aligned}$$

~~(2)~~In no event shall the total ERU value used to calculate a sewer impact fee for any separate establishment, when using this method, be less than 1.00, nor less than the volume determined to be required by Seminole County.

~~(D)~~—If an applicant for sewer connection within any of the categories set forth in division (A) above can demonstrate to the satisfaction of the Director of Public Works that actual sewage usage will be less than 80% of the ERU usage assigned to such establishment as set forth above, then the Director of Public Works may determine, based on actual usage, anticipated usage, peak load requirements, or any combination of the foregoing using accepted engineering standards, a different or lesser total ERU value. If the Public Works Director determines that the actual sewage usage will be greater than the ERU usage assigned to such category as set forth above, then the Director may determine, based on actual usage, anticipated usage, peak load requirements, or any combination of the foregoing using accepted engineering standards, a different or greater total ERU value. Notice of any such determination shall be sent to the City Commission.

§ 50.1464 APPLICABILITY OF CHARGE.

The sewer impact fee set forth in § ~~50.142~~ 50.144 shall be paid by all those customers who connect to the City sewerage system. The charge will be adjusted periodically to reflect changes made by Seminole County to the cost of charge for providing wastewater service capacity to the City. When fees are incurred due to a recalculation based on a change in use of a particular property, ~~the City may exempt any customer from the payment of any portion of the sewer capital charge to the extent that the city accepts a contribution in aid of construction having a value of not less than the portion of the sewer impact fee being exempted~~ provide partial credit to applicants who prove that sewer impact fees were previously collected by the City on that property.

§ 50.1475 WHEN PAYMENT REQUIRED.

All sewer impact fees shall be paid prior to the issuance of a building site construction permit, building permit or payment of the local business tax, whichever comes first, for a ~~structure or structures~~ site/parcel to be served by the City sewerage system; or at such other time as may be specifically provided by City or County resolution, ordinance, or agreement.

§ 50.1486 SEWERAGE WASTEWATER SYSTEM CAPITAL IMPROVEMENT FUNDS.

(A) The sewer impact fee collected pursuant to this subchapter and retained by the City shall be ~~deposited into a fund called the City Sewerage System Capital Improvement Fund~~. The ~~fees deposited in this Fund~~ shall be used only for the construction and acquisition of additions and extensions to the city wastewater system and all components thereof, including collection and transmission facilities, transmission facilities, treatment facilities, and effluent disposal facilities, in order to provide additional sewage treatment capacity, effluent disposal capacity, or wastewater service capacity to those new customers who connect to the City sewerage wastewater system.

(B) The City may by resolution provide for the application of some or all of the City's portion of the sewer impact fee to the payment or security for the payment of revenue bonds issued in whole or in part for the purpose set out in division (A) above, provided the amount of sewer capital charges applied to the payment of such bonds shall not exceed the amount of bond proceeds actually expended for such purpose with interest at the average rate borne by said bonds. Such application or pledge may be made directly in the proceedings authorizing such bonds or in an agreement with an insurer of bonds to assure such insurer of additional security therefor.

§ 50.1497 RESPONSIBILITY FOR COLLECTION AND TRANSMISSION COSTS.

(A) In addition to the sewer impact fee, the developer or customer shall ~~either provide, or pay the capital costs (including land costs)~~ of the required capital improvements for:

(1) The collection of raw sewage within the boundaries of the property owned by the developer or customer to which the City intends to provide wastewater service capacity; and

(2) The transmission of sewage from those boundaries to the City's collection and transmission facilities prior to connection to treatment facilities.

(B) The City shall allow the developer or customer to connect to the nearest feasible point as determined by the City.

§ 50.090148 PAYMENT PLAN FOR CONNECTION OF ~~CURRENT WATER~~ CUSTOMERS TO CITY'S SEWER SYSTEM.

(A) The following options for payment of all ~~charges~~ impact fees incident to connection to the City sewer system ~~fees shall be offered to owners of property served by city water on the effective date of this section,~~ at such time as said properties are provided notice of sewer availability ~~hereinafter required to connect to the city's sewer system:~~

(1) Option one: Full payment within 90 days of receipt of notice of sewer availability ~~to connect~~ or actual connection to the system, whichever date is earlier, with no interest charged.

(2) Option two: Payment in 12 or 24 equal monthly installments at 4% interest per annum with the first installment due 90 days after receipt of notice of sewer availability ~~to connect~~ or actual connection to the system, whichever date is earlier.

(3) Option three: Payment in ~~four~~ three equal annual installments at 7% interest per annum on the unpaid balance with the first installment due 90 days after receipt of notice of sewer availability ~~to connect~~ or actual connection to the system, whichever date is earlier. The second installment would be due 12 months after the date that the first installment became due and payable and would include the payment of interest accrued to the actual date of payment of the second installment. The third and final installment would be due 24 months after the first installment became due and payable and would include the payment of interest accrued to the actual date of the payment. ~~The fourth and final installment would be due 36 months after the first installment became due and payable and would include the payment of interest accrued to the date of actual payment.~~

(4) If any payment under options two or three is not made within 30 days after the date same is due and payable, the entire balance shall become due and payable without notice. In addition, the City ~~would reserve~~ reserves the right to exercise such other authority as it ~~has~~ has to enforce payment, including but not limited to the discontinuance of water service, until the full balance then due and owing ~~was~~ is paid.

(5) The interest rates set forth in options two and three may from time to time be modified by resolution of the City Commission.

(B) The City is hereby authorized to terminate all City utility service to any establishment which fails to pay the connection charges as herein provided until such time as said charges have been paid in full.

(C) Security for payment:

(1) In the event that an affected property owner shall elect to pay the required connection fee as provided for by division (A) hereof, the owner shall provide the City with evidence of actual title to the affected property and all persons having an ownership interest therein shall be required to join in the application for service, ~~for the purpose of affecting~~ The City shall place a lien on the affected property in favor of the City as security for payment of the said charges. ~~To the extent that any property shall be determined to be the homestead of the owners, then and in that event the owners shall be~~

~~required to comply with Art. X, § 4, Fla. Const. for the purpose of affecting a lien on the affected property in favor of the city as security for payment of the said charges.~~

(2) ~~The Director of Finance~~ Finance Director is hereby authorized and directed to prepare such forms and agreements as are necessary to carry out the intent of this section.

(D) In the event an owner fails or refuses to timely connect to the City's sewer system, the City may employ any legally available remedy, including but not limited to, injunctive relief, and use of the code enforcement process. In the event the City is required to resort to legal action, all costs incurred, including attorney's fees and court costs, shall be assessed to the owner. In addition, but not in lieu of, ~~the~~ The City Manager is authorized to initiate such proceedings as are permitted by law to enforce any rights that the City may have to recover by law, by ordinance or hereunder to enforce connection to the city's sewer system and the payment of impact and connection fees therefor for sewer connection, including but not limited to the foreclosure of any lien herein provided for.

§ 50.999 PENALTY. [REPEAL]

EXHIBIT C

CHAPTER 51: CITY WATERWORKS SYSTEM

General Provisions

- 51.01 Connection with system
- ~~51.02~~ Mandatory connection and payment plan
- ~~51.023~~ Unlawful connections
- ~~51.034~~ Connecting old plumbing
- ~~51.045~~ Installation and maintenance
- ~~51.056~~ Free service prohibited
- ~~51.067~~ Separate meters
- ~~51.078~~ Rates and charges [MOVED TO § 53.20]
- ~~51.089~~ Payment of bills [MOVED TO § 53.21]
- ~~51.09~~ ~~Fluoridation~~ [REPEALED]
- ~~51.10~~ ~~Drainage culvert installation~~ [REPEALED]

Water Conservation for Landscape Irrigation

- 51.20 Intent; purpose
- 51.21 Definitions
- 51.22 Landscape irrigation schedule
- 51.23 Exceptions to landscape irrigation schedule
- 51.24 Additional requirement
- 51.25 Variance from specific day of the week limitations
- 51.26 Application
- 51.27 Enforcement officials

51.28 Enforcement penalties' [MOVED FROM § 51.99]

Water System Impact Fee [MOVED FROM § CHAPTER 55]

51.51 Short title [MOVED FROM§ 55.01]

51.52 ~~Commission findings~~ Finding of Fact [MOVED FROM§ 55.02]

51.53 Definitions [MOVED FROM§ 55.03]

51.54 Water permit; application [MOVED FROM§ 55.04]

51.55 Capital improvements funds; application and pledge to revenue bonds or notes
[MOVED FROM§ 55.05]

51.56 Distribution system [MOVED FROM§ 55.06]

~~51.57—Effective date~~ [MOVED FROM§ 55.07]

51.65 Adoption [MOVED FROM§ 55.15]

51.66 Determination of equivalent residential unit factors [MOVED FROM§ 55.16]

51.67 Applicability [MOVED FROM§ 55.17]

51.68 Time of payment [MOVED FROM§ 55.18]

~~51.99—Penalty~~ [REPEALED]

Cross-reference:

Wastewater and Water System Fees and Charges, see Chapter 53

GENERAL PROVISIONS

§ 51.01 CONNECTION WITH SYSTEM.

Where the City waterworks system is available, as defined by Section 51.02, the owner of every lot or parcel of land within the City may shall connect, or have the plumbing of any building or buildings thereon connected, with the municipal waterworks system of the City, and use the facilities of the water system. ~~All connections shall be made in accordance with rules and regulations which shall be adopted from time to time by the City Commission. These rules and regulations, including an extension policy, shall provide for a charge for making connections in any reasonable amount the City Commission may fix and determine. However, †This section shall not be construed to entitle any person to cross the private property of another to make any water connections.~~

§ 51.02 MANDATORY CONNECTION AND PAYMENT PLAN.

Because of the increasing population and the possibility of increasing contamination of the ground and surface waters, and other related matters, the City Commission deems that it is to the best interest of the health, safety, and general welfare of the public to encourage the extension of public water and to require connection to the City-owned extensions to water systems whenever either system is extended to within 100 feet of the property line of any property to be served. However, if a property owner currently has a private well furnishing water for consumption by human beings and an extension of the system is within 100 feet of the property, then they shall be required to tie on to the system for the supply of water for human consumption but may maintain the private water supply for outdoor watering or agricultural purposes. Where the property line of any property lies within 100 feet of a City-owned water system, then the property owner is prohibited from constructing any wells where the use of water from the wells is meant for human consumption. Where the property lies within 100 feet of a privately-owned or City-owned water system, no permits will be issued for the construction of water wells; however, wells for outdoor watering or agricultural purposes will be permitted.

(A) The following options for payment of all impact fees incident to connection to the City water system shall be offered to owners of existing developed property at such time as said properties are hereinafter required to connect to the City's water system. NOTE: These options are not available to new development where water is already available.

(1) Option one: Full payment within 90 days of receipt of notice to connect or actual connection to the system, whichever date is earlier.

(2) Option two: Payment in 12 or 24 equal monthly installments at 4% interest per annum with the first installment due 90 days after receipt of notice to connect or actual connection to the system, whichever date is earlier.

(3) Option three: Payment in three equal annual installments at 7% interest per annum on the unpaid balance with the first installment due 90 days after receipt of notice to connect or actual connection to the system, whichever date is earlier. The second installment

would be due 12 months after the date that the first installment became due and payable and would include the payment of interest accrued to the actual date of payment of the second installment. The third and final installment would be due 24 months after the first installment became due and payable and would include the payment of interest accrued to the actual date of the payment

(4) If any payment under options two or three is not made within 30 days after the date same is due and payable, the entire balance shall become due and payable without notice. In addition, the City reserves the right to exercise such other authority as it has to enforce payment, including but not limited, to the discontinuance of water service until the full balance then due and owing was paid.

(5) The interest rates set forth in options two and three may from time to time be modified by resolution of the City Commission.

(B) The City is hereby authorized to terminate all City utility service to any establishment which fails to pay the connection charges as herein provided until such time as said charges have been paid in full.

(C) Security for payment:

(1) In the event that an affected property owner shall elect to pay the required connection fee as provided for by division (A) hereof, the owner shall provide the City with evidence of actual title to the affected property and all persons having an ownership interest therein shall be required to join in the application for service for the purpose of imposing a lien on the affected property in favor of the City as security for payment of the said charges. To the extent that any property shall be determined to be the homestead of the owners, then and in that event the owners shall be required to comply with Art. X, § 4, Fla. Const. for the purposes of imposing a lien on the affected property in favor of the City as security for payment of the said charges.

(2) The Finance Director is hereby authorized and directed to prepare such forms and agreements as are necessary to carry out the intent of this section.

(D) Enforcement. In addition to any other enforcement methods, but not in lieu of, the City Manager is authorized to initiate such proceedings as are permitted by law to enforce any rights that the City may have by law, by ordinance or hereunder, to enforce connection to the City's water system and the payment of impact and connection fees therefore, including but not limited to the foreclosure of any lien herein provided for. The City may seek injunctive relief, or use the City's code enforcement process. In the event the City is required to resort to legal action, all costs incurred, including attorneys' fees and court costs, shall be assessed to the owner.

§ 51.023 UNLAWFUL CONNECTIONS.

No person shall be allowed to connect or reconnect into the waterworks system without the written consent of the head of the Utilities Public Works Department, and without first having paid all connection, turn-on, and deposit fees. Connection or reconnection with the system shall only be made under the direction and supervision of the head of the Utilities Public Works Department. Any property owner who allows an occupant, or any occupant of the property, or any plumber, who makes any connection, reconnection, or allows any of the foregoing who allows any other person to make any connection or reconnection, without the consent of the head of the Utilities Public Works Department and without first having paid all connection, reconnection, and deposit fees, shall have violated the provisions of this chapter and shall, upon conviction, be subject to the penalties provided in § ~~51.99~~10.99.

§ 51.034 CONNECTING OLD PLUMBING.

Whenever it is desirable to connect existing plumbing with the City waterworks system, the owner or plumber contemplating doing the work shall notify the City Plumbing Building Inspector who will inspect the plumbing and notify the owner or plumber what alterations will be necessary to place the plumbing in an acceptable condition for connection with the waterworks system. An owner or plumber shall make the connections in conformity with the Southern Standard Plumbing Code Florida Building Code – Plumbing, as amended from time to time, as adopted by reference under § 150.03.

§ 51.045 INSTALLATION AND MAINTENANCE.

The owner of the property shall be responsible for the installation and maintenance of the plumbing on their his own property which must be in conformity with the standards of the Southern Standard Plumbing Code Florida Building Code – Plumbing, as amended from time to time, in relation to approved potable water pipe and sizing. The City's responsibility for maintenance and installation terminates at the owner's property line of the ~~owner of the property being serviced~~.

§ 51.056 FREE SERVICE PROHIBITED.

No water shall be furnished free of charge to any person, firm, or corporation whatsoever. The City and every agency, department, or instrumentality which uses the waterworks system shall pay the rates fixed by § ~~51.07~~53.20.

§ 51.067 SEPARATE METERS.

Each building site shall be considered a separate unit for the payment of the water fees established in § ~~51.07~~ 53.20 and separate connections will be required for each of the units. Every connection shall be separately metered.

§ 51.078 RATES AND CHARGES. [MOVED TO § 53.20]

§ 51.082 PAYMENT OF BILLS. [MOVED TO § 53.21]

~~§ 51.09 FLUORIDATION [REPEALED]~~

~~§ 51.10 DRAINAGE CULVERT INSTALLATION. [REPEALED]~~

WATER CONSERVATION FOR LANDSCAPE IRRIGATION

§ 51.20 INTENT; PURPOSE.

It is the intent and purpose of this subchapter to implement procedures that promote water conservation through the more efficient use of landscape irrigation.

§ 51.21 DEFINITIONS.

For the purpose of this subchapter, the following terms, phrases, words and their derivatives 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 include the singular, and words in the singular include the plural.

ADDRESS. The house number of a physical location of a specific property. This includes "rural route" numbers but excludes post office box numbers. If a lot number in a mobile home park or similar community is used by the U.S. Postal Service to determine a delivery location, the lot number shall be the property's address. An "even numbered address" means an address ending in the numbers 0, 2, 4, 6, 8 or the letters A through M. An "odd numbered address" means an address ending in the numbers 1, 3, 5, 7, 8 or the letters N through Z.

DISTRICT. The St. Johns River Water Management District.

EASTERN TIME. When the clocks are moved back in the fall of each year.

LANDSCAPE IRRIGATION.

(1) The outside watering of plants in a landscape such as shrubbery, trees, lawns, grass, ground covers, plants, vines, gardens and other such flora that are situated in such diverse locations as residential areas, public, commercial, and industrial establishments, and public medians and rights-of-way.

(2) "LANDSCAPE IRRIGATION" does not include agricultural crops, nursery plants, cemeteries, golf course greens, tees, fairways, primary roughs, and vegetation associated with intensive recreational areas such as, but not limited to, playgrounds, and football, baseball and soccer fields.

NON-RESIDENTIAL LANDSCAPE IRRIGATION. The irrigation of landscape not included within the definition of "RESIDENTIAL LANDSCAPE IRRIGATION", such as that associated with public, commercial and industrial property, including commercial or transient housing units, hotels and motel units, and public medians and rights-of-way.

PERSON. Any person, firm, partnership, association, corporation, company, or organization of any kind.

RESIDENTIAL LANDSCAPE IRRIGATION. The irrigation of landscape associated with any housing unit having sanitary and kitchen facilities designed to accommodate one or more residents, including multiple housing units and mobile homes.

§ 51.22 LANDSCAPE IRRIGATION SCHEDULE.

(A) When Daylight Savings Time is in effect, landscape irrigation shall occur only in accordance with the following irrigation schedule:

(1) Residential landscape irrigation at odd numbered addresses must only occur on Wednesday and Saturday and must not occur between 10:00 a.m. and 4:00 p.m.

(2) Residential landscape irrigation at even numbered addresses must only occur on Thursday and Sunday and must not occur between 10:00 a.m. and 4:00 p.m.

(3) Non-residential landscape irrigation may occur only on Tuesday and Friday and shall not occur between 10:00 a.m. and 4:00 p.m.

(4) No more than 3/4-inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one hour per irrigation zone on each day that irrigation occurs.

(B) When Eastern Standard Time is in effect, landscape irrigation shall occur only in accordance with the following irrigation schedule:

(1) Residential landscape irrigation at odd numbered addresses may occur only on Saturday and shall not occur between 10:00 a.m. and 4:00 p.m.;

(2) Residential landscape irrigation at even numbered addresses may occur only on Sunday and shall not occur between 10:00 a.m. and 4:00 p.m.;

(3) Non-residential landscape irrigation may occur only on Tuesday and shall not occur between 10:00 a.m. and 4:00 p.m.; and

(4) No more than 3/4-inch of water may be applied per irrigation zone on each day that irrigation occurs, and in no event shall irrigation occur for more than one hour per irrigation zone on each day that irrigation occurs.

(C) All landscape irrigation shall be limited in amount to only that necessary to meet landscape needs.

§ 51.23 EXCEPTIONS TO LANDSCAPE IRRIGATION SCHEDULE.

Landscape irrigation shall be subject to the following irrigation schedule exceptions:

(A) Irrigation using a micro-spray, micro-jet, drip or bubbler irrigation system is allowed anytime.

(B) Irrigation of new landscape is allowed at any time of day on any day for the initial 30 days and every other day for the next 30 days for a total of one 60-day period, provided that the irrigation is limited to the minimum amount necessary for such landscape establishment.

(C) Watering in of chemicals, including insecticides, pesticides, fertilizers, fungicides, and herbicides, when required by law, the manufacturer, or best management practices is allowed any time of day on any day within 24 hours of application. Watering in of chemicals shall not exceed 1/4-inch of water per application except as otherwise required by law, the manufacturer, or best management practices.

(D) Irrigation systems may be operated any time of day on any day for maintenance and repair purposes not to exceed 20 minutes per hour per zone.

(E) Irrigation using a hand-held hose equipped with an automatic shut-off nozzle is allowed any time of day on any day.

(F) Discharge of water from a water- to-air air conditioning unit or other water-dependent cooling system is not limited.

(G) The use of water from a reclaimed water system is allowed anytime. For the purpose of this division (G), a "RECLAIMED WATER SYSTEM" includes systems in which the primary source is reclaimed water, which may or may not be supplemented from another source during peak demand periods.

(H) The use of recycled water from wet detention treatment ponds for irrigation is allowed anytime provided the ponds are not augmented from any ground or off-site surface water, or public supply sources.

§ 51.24 ADDITIONAL REQUIREMENT.

Any person who irrigates landscape with an automatic lawn sprinkler system installed after May 1, 1991, shall install, maintain and operate a rain sensor device or switch that overrides the irrigation system when adequate rainfall has occurred.

§ 51.25 VARIANCE FROM SPECIFIC DAY OF THE WEEK LIMITATIONS.

A variance from the specific landscape irrigation days or day set forth in § 51.22 may be granted by the Public Works Director if strict application of the scheduled days or day would lead to unreasonable or unfair results in particular circumstances, provided that the applicant demonstrates with particularity that compliance with the scheduled days or day will result in a substantial economic, health or other hardship on the applicant requesting the variance or those

served by the applicant. Where a contiguous property is divided into different zones, a variance may be granted hereunder so that each zone may be irrigated on different days or day than other zones of the property. However, in no event shall a variance allow a single zone to be irrigated more than two days per week during Daylight Savings Time or more than one day per week during Eastern Standard Time.

§ 51.26 APPLICATION.

The provisions of this subchapter shall apply to each person located within the City of Lake Mary.

§ 51.27 ENFORCEMENT OFFICIALS.

Law enforcement officials and Code Enforcement Officers having jurisdiction in the City of Lake Mary are hereby authorized to enforce the provisions of this subchapter. In addition, the City Manager may also designate additional enforcement responsibility for this subchapter to other departments of the City of Lake Mary.

§ 51.28 ENFOCEMENT PENALTY.

(A) Violation of any provision of §§ 51.20 through 51.27 shall be subject to the following penalties:

- (1) First violation: written warning.
- (2) Second violation: \$50.
- (3) Subsequent violation(s): Fine not to exceed \$500.

(B) Each day a violator is in violation of §§ 51.20 through 51.27 shall constitute a separate offense. Enforcement officials shall provide violators with no more than one written warning. In addition to the civil sanctions contained herein, the City of Lake Mary may take any other appropriate legal action, including, but not limited to, injunctive action to enforce the provisions of §§ 51.20 through 51.27.

WATER SYSTEM IMPACT FEE [MOVED FROM § CHAPTER 55]

§ 51.51 SHORT TITLE. [MOVED FROM § 55.01]

This subchapter shall be known and may be cited as the Lake Mary Water System Impact Regulation Chapter, ~~and is one of several City rate resolutions and ordinances.~~

§ 51.52 ~~COMMISSION FINDINGS~~ FINDING OF FACT. [MOVED FROM § 55.02]

In adopting a water impact fee and adopting rules related thereto, the City Commission hereby makes and expresses the following findings, purposes, and intent:

(A) State and federal environmental protection agencies are continuing to apply stringent water quality standards to the City's water system.

(B) Continued growth within the City will significantly impact the water system requiring an expansion of the system in the near future.

~~(C) The city shall be required to accelerate development of its independent water system due to recent pollutants found in wells currently operated by the City of Sanford and reluctance of the City of Sanford to increase the wholesale gallonage for consumption outside its city limits because of its own rapid growth of water consumption.~~

(D) Recent and proposed changes in applicable federal legislation and federal and state regulations related to the Municipal Water Treatment Construction Grants Program contained in the Clean Water Act, as amended, indicate that the City cannot rely on the future availability of federal funds for water treatment construction facilities.

~~(E) The city does not possess a well field nor treatment plant.~~

(F) Equity suggests that new users who create the demand for expanded facilities should be required to bear the capital, financing, and other costs of the expansion, extensions, and additions of the water system to the extent that their presence necessitates new facilities.

(G) The City finds it necessary to readopt that part of its rate system related to the recovery of costs in order to provide for funding for water systems for future customers.

§ 51.53 DEFINITIONS. [MOVED FROM § 55.03]

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CAPITAL IMPROVEMENTS. The cost of the labor, materials, and expenses directly related to the building of the project.

CITY COMMISSION. The Lake Mary City Commission, a Florida Municipal Corporation.

CITY RATE RESOLUTIONS AND ORDINANCES. All resolutions and ordinances, either currently in effect or to be adopted in the future, by the City Commission or its successor which establish and fix rates, fees, and charges for the City water system.

CITY OF LAKE MARY WATER SYSTEM. All facilities and interests in real and personal property owned, operated, managed, or conditioned by the City now and in the future and used to provide water service to existing and future customers within the service area of the City.

DISTRIBUTION SYSTEM. The lines, meters, valves, and appurtenant devices to transmit potable water from transmission lines to the customer.

ERU. An equivalent residential unit.

GPD. Gallons per day.

~~PRODUCTION FACILITIES.~~ ~~Wells, pumps, raw water lines to treatment facilities.~~

TRANSMISSION FACILITIES. Those lines, pipes, mains, water tanks, pumps, water towers, meters, and appurtenant equipment used to transmit or store water from the treatment facilities to the distribution system as defined and determined by the City.

TREATMENT FACILITIES. Those facilities, such as wells, pumps, and raw water lines, used to treat water prior to distribution and the housing for those facilities.

WATER FACILITIES. All water distribution, transmission, and treatment facilities, including all wells, lines, pipes, meters, couplings, pumps, storage tanks, water towers, and appurtenant equipment necessary to provide water service capacity.

WATER PERMIT. An additional permit containing anticipated ERU's prior to project approval.

WATER SERVICE CAPACITY. The amount of water, measured in GPD, which can be transmitted, treated, and provided to the customer.

WATER SYSTEM. Production, treatment, and delivery of potable water to residences, businesses, buildings, institutions, industrial establishments, and other customers of the City water system.

§ 51.54 WATER PERMIT; APPLICATION. [MOVED FROM § 55.04]

Water customers desiring to make connection to the City's water system shall make application to the City for a water permit prior to the time of project approval by the City. Such application shall contain the name of the owner, name of the registered professional engineer working for the customer, property location, project description and anticipated ERU's. This permit is in addition to any other permits and approvals required by the City, the State Department of Environmental Regulations, or any other jurisdictional body.

§ 51.55 CAPITAL IMPROVEMENTS FUNDS; APPLICATION AND PLEDGE TO REVENUE BONDS OR NOTES. [MOVED FROM § 55.05]

(A) The water system impact fees collected pursuant to this chapter shall be deposited into a fund called the City water system improvement fund. The fees deposited in the above-mentioned fund shall be used only for financing the construction and acquisition of additions and extensions of the City water system and all components thereof, including wells, distribution facilities, treatment facilities, and other appurtenant facilities, in order to provide additional water service capacity to those new customers who connect to the City's water system. Financing of the system is to include, but not be limited to, principal on the bonds or notes

proceeds which have been or will be expended for the expansion, extensions, and additions of the City's water system to accommodate growth.

(B) The City Commission may by resolution provide for the application of some or all of the water impact fee to the payment or security for the payment of existing or future revenue bonds or notes issued in whole or in part for the purposes set out in division (A) above, provided that the amount of water impact fee applied to the payment of such bonds or notes shall not exceed the amount of bond or notes proceeds actually expended for such purpose at the average rate borne by the bonds or notes. Such application or pledge may be made directly in the proceedings authorizing such bonds or notes or in an agreement with an insurer of bonds or notes to assure such insurer of additional security ~~therefore~~.

§ 51.56 DISTRIBUTION SYSTEM. [MOVED FROM § 55.06]

In addition to the water impact fee, distribution system impact fees will be addressed by ordinance, except where developers build their own lines in accordance with City's specifications.

~~**§ 51.57 EFFECTIVE DATE. [MOVED FROM § 55.07] [REPEALED]**~~

§ 51.65 ADOPTION. [MOVED FROM § 55.15]

The City Commission does hereby adopt and establish, pursuant to general law, a water system impact fee of \$1,010 per ERU within the City. All fees and charges paid pursuant to this section shall be nonrefundable.

§ 51.66 DETERMINATION OF EQUIVALENT RESIDENTIAL UNIT FACTORS. [MOVED FROM § 55.16]

(A) For purposes of calculating and imposing the water system impact fee provided for in § 55.15, the ERU value [and corresponding volume of water measured in gallons per day (GPD)] for any particular connection shall be calculated and imposed in the manner provided as follows:

	<i>Establishment</i>	<i>Unit</i>	<i>Volume Factor (GPD)</i>
<u>(1)</u>	Residential:		
	Single family Residential <u>home (detached or attached)</u>	dwelling unit	350
	Multi-family <u>(building containing three or more D.U.'s)</u> (1 or 2 bedrooms)	dwelling unit	300
	Multi-family <u>(building containing three or more D.U.'s)</u> (3 + bedrooms)	dwelling unit	350
	Mobile Homes (1 or 2 bedrooms)	dwelling unit	300

	Mobile Homes (3+ <u>or more</u> bedrooms)	dwelling unit	350
(2)	Non-Residential Commercial:		
	Barber/ <u>beauty</u> Shop	per chair	120
	Bowling alley	per chair	120
(3)	<u>Food Service w/seating:</u>		
	Restaurant/ <u>cafeteria</u>	per seat	35
	Restaurant (24 hour)	per seat	60
	Restaurant ("fast food")	per seat	30
	Bar/cocktail lounge	per seat	35
(4)	Hotel/Motel (without food service not including food service, banquet and meeting rooms, and laundries) <u>Hotel/Motel banquet facilities and meeting rooms (calculated at restaurant rate)</u>	per bed	120
(5)	Laundry/self service	per machine	470
(6)	<u>Motel (see Hotel)</u>		
(7)	<u>Office Buildings/shopping center/convenience stores without food service w/seating)</u>	<u>per 1,000 sq. ft.</u>	<u>120</u>
	(without food service)	per 1,000 sq. ft.	120
	Shopping Centers	-	
	(without food service)	per 1,000 sq. ft.	120
	Stores (without food service)		
	Private Toilet	per employee	25
	Public Toilet	per toilet room	470
(8)	Service Station <u>Auto Repair</u>	per bay	350
		per wash bay	1120
		per toilet room	350
(9)	Theater	per seat	5
(10)	Dentist's <u>office</u>	per dentist	300
		per wet chair	115

(11)	Doctor's Office	per doctor	300
(12)	Hospital	per bed	60
(13)	Schools, <u>day type</u>	<u>per student</u>	<u>20</u>
(14)	Day Type <u>Schools, boarding</u>	per student	20 <u>90</u>
	<u>Boarding</u>	per student	90
(15)	<u>Warehouse</u>	<u>1,000 sq. ft. gross</u>	<u>50</u>
(16)	<u>Self Service Storage</u>	<u>1000 sq. ft. gross</u>	<u>25</u>
(17)	<u>(17) Place of Worship (excludes schools)</u>	<u>Per seat</u>	<u>3.5</u>
(18)	<u>Nursing Home, Adult Assisted Living</u>	<u>Per bed</u>	<u>100</u>

(B) One equivalent residential unit (ERU) is established and determined to be equal to a flow of approximately 350 gallons per day (GPD), average annual basis. The "Total Equivalent Residential Unit ERU Value" for an establishment shall be calculated by multiplying the volume factor listed in division (A) above by the number of units.

(C) For all establishments not listed above, the total ERU value shall be determined by multiplying the number of fixture units, as published in the Florida Standard Plumbing Building Code, Plumbing, by 25, and then dividing that numerator by ~~300~~ 350. ~~(By using 300 as the denominator, the calculated water ERU value shall equal the calculated sewer ERU value)~~ For example:

$$\text{Total ERU value} = \frac{\text{Number of fixture units} \times 25}{300}$$

$$\text{ERU value} = \frac{\text{Number of fixture units} \times 25}{350}$$

$$\text{Total ERU value} \times (\text{water impact fee per ERU}) = \text{water system impact fee}$$

~~(D)~~—In no event shall the total ERU value used to calculate a water system impact fee charge for any separate establishment, when using this method be less than 1 ERU.

~~(D)~~— If an applicant for water connection within any of the categories set forth in division (A) above can demonstrate to the satisfaction of the Director of Public Works that actual water usage will be less than 80% of the ERU usage assigned to such establishment as set forth above, then the Director of Public Works may determine, based on actual usage, anticipated usage, peak load requirements, or any combination of the foregoing using accepted engineering standards, a different or lesser total ERU value, notwithstanding division (D) above. If the Public Works Director determines that the actual water usage will be greater than the ERU usage assigned to such category as set forth above, then the Director may determine, based on actual usage, anticipated usage, peak load requirements, or any combination of the foregoing using accepted

engineering standards, a different or greater total ERU value. Notice of any such determination shall be sent to the City Commission.

§ 51.67 APPLICABILITY. [MOVED FROM § 55.17]

The water system impact fee set forth in §§ 51.65 hereof shall be paid by those new customers who connect to the City system, except as follows: The City may exempt any customer from the payment of any portion of the water system impact fee to the extent that the City accepts a Contribution in Aid of Construction (CIAC) having a value of not less than the portion of the water system impact fee being exempted.

§ 51.68 TIME OF PAYMENT. [MOVED FROM § 55.18]

(A) Beginning on the effective date of this chapter, 100% of the total water impact fee shall be paid to the City prior to the issuance of a water permit site construction permit, building permit, or business tax receipt, whichever comes first. No City permits shall issue prior to the receipt of the water system impact fee. If a building permit is not issued within 12 months from issuance of a water permit, the City may return the customer's water impact fee and require the customer to reapply for a water permit.

(B) The issuance of a water permit shall create no vested rights ~~in~~ to the permittee and shall not be construed as a guarantee of water service capacity to the permittee. The City may permit connections to its water systems only if it may lawfully do so and would not thereby violate any ~~person~~, license, restriction, injunction, moratorium, or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable agency of the United States, the state, or the City.

§ 51.99 PENALTY. [REPEALED]

EXHIBIT D

CHAPTER 53: CITY WASTEWATER AND WATER SYSTEM FEES AND CHARGES

General Provisions

- 53.01 Short title
- 53.02 Billing procedures
- 53.03 Customer deposits
- 53.04 User rates and charges
- 53.05 Priority of payment
- 53.06 Payment of Bills and Disconnection for nonpayment [MOVED FROM § 50.086 & 51.08]
- 53.07 No free service [MOVED FROM § 50.087]
- 53.08 Returned Check Fee [MOVED FROM § 50.08 & §51.07]
- 53.09 Municipal liens for unpaid fees and charges

Wastewater System Fees and Charges

- 53.20 Objective [MOVED FROM § 50.080]
- 53.21 User rates and charges [MOVED FROM § 50.083]
- 53.22 Sewer charges applicable if sewer available [MOVED FROM § 50.089]

Water System Fees and Charges

- 53.30 Objective
- 53.31 Rates and Charges [MOVED FROM § 51.07]

Cross-reference:

Chapter 50: City Wastewater System

Chapter 51: City Water System

GENERAL PROVISIONS

§ 53.01 SHORT TITLE.

This part shall be known and may be cited as the “City Wastewater and Water System Fees and Charges”.

§ 53.02 BILLING PROCEDURES.

(A) Fees and charges shall bear a reasonable relationship to the services provided or costs incurred in the administration and the provision of wastewater and water services and are billed monthly on a combined utility bill by the Finance Department on a consolidated statement that may include, but is not limited to, wastewater, water, garbage and stormwater services. Utility services shall be separately listed. No user so charged for water and sewer services may pay either of the charges without simultaneously paying the charge for the other.

(B) Fees and charges may from time to time be modified by resolution of the City Commission in compliance with the notice requirements of F.S 180.136.

(C) The City shall collect revenues pursuant to the adopted fees and charges in accordance with law and generally acceptable accounting techniques.

(D) Revenues derived from fees and charges shall be appropriately earmarked and deposited in the “Water and Sewer Enterprise Fund” and used for the operation and maintenance, construction, acquisition, addition, extension, renewal and replacement of the wastewater and water system.

(E) The uniform rates and charges established by this chapter shall be reviewed annually, or as directed by the City Commission, and may be adjusted by resolution.

§ 53.03 CUSTOMER DEPOSITS.

(A) A deposit will be required upon application for service. A satisfactory letter of good payment history may be submitted in lieu of a deposit. On or about October 1 of each year, the City shall calculate the interest accrued on the deposit for each account and deduct that amount of interest from the amount due during the October billing cycle. The interest deductible under this section shall be equal to the interest paid on a savings account at local financial institutions as of September 30 of the same year. Deposits for residential service will be refunded, with the appropriate interest, at the end of two years of satisfactory payment history, or upon discontinuance of service, after any outstanding charges due to the City have been deducted. Commercial service deposits are refunded only at the discontinuance of service, after any outstanding charges due to the City have been deducted.

(B) At the discretion of the City Manager, a deposit may be increased by up to three times the average monthly bill if the customer is late in paying three monthly bills in any calendar year or if any such customer is disconnected or service is discontinued by the City water system for

reasons of delinquency. Wastewater and water customer service deposits are established by § 53.22 and § 53.30.

§ 53.04 USER RATES AND CHARGES.

User rates and charges for the wastewater and water systems are established by § 53.21 and § 53.31 and consist of a base charge and a flow charge.

§ 53.05 PRIORITY OF PAYMENT.

Charges for all utility services are consolidated on one monthly statement which is generally paid by a single payment. In the event that partial payment is received, the payment shall first be applied to garbage, next to stormwater management, next applied to wastewater, and finally to water services.

§ 53.06 PAYMENT OF BILLS AND DISCONNECTION FOR NONPAYMENT.

(A) Bills for monthly charges and fees set out in § 51.0751.09 shall be submitted by the City and shall be paid by the users monthly. All accounts shall be due and payable on the date statements are submitted to the users. If any monthly bill remains unpaid for a period of 25 calendar days after the billing date for charges for any period prior to that date, the bill is considered delinquent and a penalty of 10% of the bill shall be imposed and added to the bill. Said penalty shall be in addition to any amounts due, and shall apply to any previous unpaid penalty amounts remaining from previous penalty assessments. A grace period may be granted by the City Manager or his designee before the 10% penalty is assessed as long as it is applied consistently to all customers.

(B) Once a bill is delinquent, the City shall notify the user of delinquency, by one of the following methods: mail, electronic media, telephone, in person or door mail at that time, a disconnect notice stating that the City shall shut off the water connection of the use if payment is not made by the specified date in the notice, which shall be at least 30 days from the billing date. To avoid disconnection, payment should be made to the City Finance Department before the end of the 30 day period. (not earlier than 45 days after the original billing date).

(C) Upon failure of any user to pay for services rendered by 5:00 p.m. on the 30th day after the billing date, within the aforesaid period, the City shall shut off the user's water connection, of the user and shall not furnish the user, or permit the user to receive, further service until all past due amounts obligations owed by the user, along with all other pertinent charges, to the city on account of the services shall have been paid in full, together with a delinquent service fee of \$25, turn-off and turn-on charges of \$25, and the lien of the city satisfied. An additional \$45 service fee will be charged if reconnection is requested, for after 3:00 p.m. on weekdays, or anytime on weekends or holidays. Anything herein to the contrary notwithstanding, where applicable, F.S. 166.045 shall supersede the provisions of this section.

(D) Collection of delinquent account fees. The City shall be entitled to recover all costs, including but not limited to reasonable attorney's fees and collection service charges, incurred in collecting delinquent water and wastewater fees and charges. Any fee or charge due under this section which shall not be paid when due may be recovered by referring the account to a third party collection agency and/or by bringing an action at law.

§ 53.07 NO FREE SERVICE.

The City will not render or cause to be rendered any free services of any nature by its water and wastewater systems, or any part thereof, nor will any preferential rates be established for users of the same class. In the event the City or any department, agency, instrumentality, officer, or employee thereof shall avail itself of the facilities or services provided by the water and sewer systems, or any part thereof, the same rates, fees, or charges applicable to other users receiving like services under similar circumstances shall be charged to the City, to any department, agency, instrumentality, officer, or employee. These charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay these charges. The revenues so received shall be deemed to be revenues derived from the operation of the water and sewer systems, and shall be deposited and accounted for in the same manner as other revenues derived from the operation of the water and sewer systems.

§ 53.08 RETURNED CHECK FEE.

The City may charge a fee for checks returned to the City by the bank or other institution, and this returned check fee shall be in accordance with the maximum permitted by F.S. § 166.251, as amended from time to time.

§ 53.09 MUNICIPAL LIENS FOR UNPAID FEES AND CHARGES.

(A) The City shall have a lien on all lands or premises served by its water and wastewater system for all fees and service charges for such water facilities until paid, which lien shall be prior to all other liens on such lands or premises, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. Such lien shall arise at the time of connection of water and wastewater service to such lands or premises and shall be due and payable at the time of delinquency of any unpaid water impact fees or service charges. Interest shall accrue on unpaid liens at the rate of 12 percent per annum.

(B) The City shall be entitled to institute foreclosure proceedings at any time after a lien is attached when the fees are delinquent for a period of more than thirty (30) days, such proceedings to be in accordance with law, and the City shall be entitled to collect reasonable attorneys' fees from the owner for services rendered by the City's attorneys in the institution and prosecution of such foreclosure proceedings. [Reference F.S. 159.17]

WASTEWATER SYSTEM FEES AND CHARGES

§ 53.20 OBJECTIVE. [MOVED FROM 50.080]

The objective of this system of fees and charges is to generate revenues from user charges adequate to pay operational, maintenance, and replacement costs for the sewerage system and treatment works owned and operated by the City. Wastewater Impact Fees have been adopted and established under § 50.40 through § 50.149.

§ 53.21 USER RATES AND CHARGES. [MOVED FROM 50.083]

The rates and charges adopted hereby shall apply to each customer of the City's overall wastewater system. These rates and charges may be amended by resolution of the City Commission.

(A) Wastewater service deposit. For new wastewater user water accounts, the customer shall pay a wastewater service deposit to be determined as follows:

(1) Residential account deposit charges: \$45 per customer

(2) Commercial account deposit charges:

Water Meter Size (Inches)	Minimum Wastewater Deposit (Dollars)
5/8 x 3/4"	45
1	115
1-1/2	225
2	360
3	720
4	1,125
6	2,250
8	3,600
10	4,000

(3) A master-metered multi-unit customer deposit is 50% per ERU of a single family deposit.

(4) Actual deposit for commercial customers shall be the greater of two times the projected monthly billing or the minimum shown above as determined by the City Manager or his designee.

(B) Base Fees. The minimum monthly charge to uses shall be the Seminole County Wholesale Sewage Rate, as adjusted from time to time by the County.

(C) Residential Maximum Water Use. There shall be a maximum user monthly charge based upon a maximum water use of 10,000 gallons of metered water use per month for residential customers.

(D) Base Fees based on readiness to serve shall be as follows:

(1) Residential base fee: \$6.50 per month;

(2) Commercial base fees;

Water Meter Size (Inches)	Charge (Dollars)
5/8 x 3/4"	6.50
1	14.90
1-1/2	28.90
2	45.70
3	90.50
4	140.90
6	280.90
8	280.90
10	280.90

Note: Base Fees for 8" and 10" meter sizes shall be equal to 6" meter size as additional capacity is related to water flow rather than wastewater flow.

~~(C) Sewer meters. Any Class D, E, F, or G sewer user may petition the city for permission to install a separate wastewater flow meter. Subject to such conditions as the city deems appropriate, including but not limited to payment by the customer of all costs of the meter and installation thereof, the city may in its sole discretion permit the use of a separate appropriate sewage flow meter.~~

~~(DE) Seminole County wholesale wastewater sewage treatment and disposal charge pass through provision. To the extent Seminole County's wholesale sewage treatment and disposal charges to the City are increased or decreased (expressed on a dollar per one thousand gallon~~

basis for such wastewater service), the City shall immediately pass through the adjusted charges to the City's wastewater customers. The adjustment for the change in wholesale sewage treatment and disposal charges shall be added to the wastewater retail user charges as provided hereinabove in effect at the time of the adjustment and shall apply to each customer beginning with the next full billing cycle after the effective date of the wholesale sewage treatment and disposal charge rate adjustment.

(F) Sewer Impact Fees. Sewer impact fees shall be paid, collected, and administered as set forth in Chapter 50.

§ 53.22 SEWER CHARGES APPLICABLE IF SEWER AVAILABLE. [MOVED FROM 50.0809

The rates and charges established by this chapter shall apply to all users, whether owner, tenant, or occupier of the City sanitary sewer system where a City sewer is available for use, whether or not connection has been made to the sewer. These charges shall not apply to any nonconnected user, however, until after notice of sewer availability, as required by F.S. 381.00655, as may be amended from time to time.

WATER SYSTEM FEES AND CHARGES

§ 53.30 OBJECTIVE.

The objective of this system of fees and charges is to generate revenues from user charges adequate to pay operational, maintenance, and replacement costs for the water system owned and operated by the City. Water System Impact Fees have been adopted and established under § 51.51 through 51.68.

§ 53.31 RATES AND CHARGES. [MOVED FROM § 51.08]

The rates and charges adopted hereby shall apply to each customer of the City's overall water system. These rates may be amended by resolution of the City Commission. ~~beginning with the charges payable by the customer in connection with the second reading of the customer's water meter after the effective date of this section, except those charges contained in divisions (B) through (H) of this section. With the foregoing sentence, the city intends to apply these new rates and charges (except as noted otherwise) to each customer beginning with the next full billing cycle. This section shall be read and applied in conjunction with Chapter 55~~

(A) CITY POTABLE WATER SYSTEM CHARGE SCHEDULE MONTHLY RETAIL SERVICE RATES¹:

(A) Monthly retail service rates:

	ERU Factor	Rates
INDIVIDUALLY METERED RESIDENTIAL		

<u>Readiness to Serve Charge/Base Fee</u>	1.0	\$4.20
Usage Charge per 1,000 gallons:		
0-3,000 gallons per ERU		\$0.75
3,001-10,000 gallons per ERU		\$1.15
10,001-20,000 gallons per ERU		\$1.55
20,001 - 30,000 gallons per ERU		\$ 2.15
30,001 - 40,000 gallons per ERU		\$ 3.05
40,001 - 50,000 gallons per ERU		\$ 4.25
Above 50,000 gallons per ERU		\$ 5.45
<u>Minimum Bill (per ERU) [1]²</u>		\$ 6.45
RESIDENTIAL IRRIGATION		
<u>Readiness to Serve Charge/Base Fee</u>	1.0	\$4.20
Usage Charge per 1,000 gallons:		
0-3,000 gallons per ERU		\$1.15
3,001-20,000 gallons per ERU		\$1.55
20,001 - 30,000 gallons per ERU		\$ 2.15
30,001 - 40,000 gallons per ERU		\$ 3.05
40,001 - 50,000 gallons per ERU		\$ 4.25
Above 50,000 gallons per ERU		\$ 5.45
<u>Minimum Bill (per ERU) [1]²</u>		\$ 7.65
MULTI-UNIT		
<u>Readiness to Serve Charge/Base Fee (per unit) [21]</u>	0.5	\$1.75
Usage Charge per 1,000 gallons:		
0-1,500 gallons per unit		\$0.75
1,501-5,000 gallons per unit		\$1.15
5,001-10,000 gallons per unit		\$1.55
Above 10,000 gallons per unit		\$2.15
<u>Minimum Bill (per unit) [1]²</u>		\$2.88
<u>COMMERCIAL SERVICE</u> ²		
<u>Readiness to Serve Charge/Base Fee</u>		

5/8 x 3/4"	1.0	\$4.20
1"	2.5	\$9.45
1½"	5.0	\$18.20
2"	8.0	\$28.70
3"	16.0	\$56.70
4"	25.0	\$88.20
6"	50.0	\$175.70
8"	80.0	\$281.70
10"	115.0	\$404.80
Usage Charge per 1,000 gallons:		
0-3,000 gallons per ERU		\$0.75
3,001 - 10,000 gallons per ERU		\$1.15
10,001-20,000 gallons per ERU		\$1.55
Above 20,000 gallons per ERU		\$2.15
Minimum Bill		
5/8 x 3/4"		\$6.45
1"		\$15.08
1½"		\$29.45
2"		\$46.70
3"		\$92.70
4"		\$144.45
6"		\$288.20
GENERAL SERVICE COMMERCIAL IRRIGATION ² {3}		
<u>Readiness to Serve Charge/Base Fee</u>		
5/8 x 3/4"	1.0	\$4.20
1"	2.5	\$9.45
1½"	5.0	\$18.20
2"	8.0	\$28.70
3"	16.0	\$56.70
4"	25.0	\$88.20

6"	50.0	\$175.70
8"	80.0	\$281.70
Usage Charge per 1,000 gallons:		
0-3,000 gallons per ERU		\$1.15
3,001-20,000 gallons per ERU		\$1.55
Above 20,000 gallons per ERU		\$2.15
Minimum Bill		
5/8 x 3/4"		\$7.65
1"		\$18.08
1½"		\$35.45
2"		\$56.30
3"		\$111.90
4"		\$174.45
6"		\$348.20

¹ All consumers outside of the City limits shall pay a surcharge of 25% in addition to the above-listed rates.

² The minimum bill includes a usage charge for 3,000 gallons.

² This table applies to all customers not considered as individually metered residential, residential irrigation, or multi unit.

~~[1] Minimum bill includes a usage charge for 3,000 gallons.~~

[1] One unit is considered to be 0.5 ERU.

~~[3] Reflects all customers not considered as individually metered residential, residential irrigation, or multi-unit.~~

(B) CITY RECLAIMED WATER SYSTEM MONTHLY RETAIL SERVICE RATES:

RECLAIMED WATER	
<u>Readiness to Serve Charge/Base Fee</u>	
5/8 x ¾"	\$4.20

1"	\$9.45
1½"	\$18.20
2"	\$28.70
3"	\$56.70
4"	\$88.20
6"	\$175.70
8"	\$291.70

Reclaimed Water Pass Through Provision: Usage charge per 1,000 gallons shall be the rate as charged by the City of Sanford plus a 25% City surcharge. ~~Reclaimed water pass through provision~~ To the extent that the cost of reclaimed water is increased or decreased by the City of Sanford, the City shall immediately pass through the adjusted charges to the City's reclaimed water customers. The adjustment for the change ~~change~~ in reclaimed water rates shall apply to each customer beginning with the next full billing cycle after the effective date of the rate adjustment.

-(C2) Charges rounded. These rates shall be charged for all water consumed, rounded to the nearest 100 gallons. For example, if 3,150 gallons are used, the monthly charge will be the same as if 3,200 gallons were consumed. The billing period shall be monthly.

(DB) Water impact fees. Water impact fees shall be paid, collected, and administered as set forth in Chapter 51.

(EC) Monthly wholesale service rates. The monthly wholesale service rate shall be a volume charge of \$.90 per 1,000 gallons, together with payment of costs for required improvements to be set forth by written agreement on a case-by-case basis. Billing period and payment shall be as set forth by written agreement on a case-by-case basis.

(FD) Meters (up to and including 2-inches in size), meter boxes, and distribution lines. Following satisfactory completion of the water supply and distribution system, and upon receipt of the applicable meter ~~connection~~ installation fee, the City shall furnish ~~and~~ install and own the necessary fittings, meter, and meter box at the property line ~~the actual cost of which will be charged to the customer or other appropriate location.~~ The owner or developer of the property desiring service shall bear the expense of the service lateral pipe of the required size, from and including its connection with a corporation stop at the water distribution main in the right-of-way, to and including a curb stop at the property line. Service piping from the meter property line to the building is to be installed by ~~and/or the expense of the property owner or builder~~ developer.

Meters larger than 2-inches shall be furnished and installed by the owner or developer of the property desiring service. Subsequent to installation of the meter, the meter shall be conveyed to the City.

(GE) ~~Tap fee and Meter installation fee. Tap fees and Meter installation fees shall be charged for each connection into the water supply of the City and shall be paid in advance upon making an application. The following fees cover the original turn-on order, the connection of the meter to distribution lines, and the meter:~~

~~(1) Tap fee (work done by city).~~

Size (Inches)	Fee
5/8 and 3/4	\$140
1	140
1-1/2	335
2	475

~~(a) If jacking or jetting is required, the fee for such work will be actual cost plus 10%.~~

~~(b) Labor for three inch or larger installation will be actual cost plus 10%.~~

~~(c) Taps three inches and over will be established upon application.~~

(2) Meter installation fee.

Size (Inches)	Fee
5/8" and 3/4"	\$245
1"	290
1-1/2"	380
2"	490
2"+	cost paid by owner (Sec. F)

~~(a) Three inches and over to be established upon application.~~

~~(b) Meter box extensions, if required, will be furnished at actual cost plus 10%.~~

(HF) Water customer deposits. Water Customer service deposits are as follows:

(1) Residential account deposit charges: \$40 per customer.

(2) Commercial account deposit charges:

Water Meter Size (inches)	Minimum Water Deposits
---------------------------	------------------------

5/8" & 3/4"	\$40
1"	100
1-1/2"	200
2"	320
3"	640
4"	1,000
6"	2,000
8"	3,200
10"	4,000

(3) A master-metered multi-unit customer deposit is 50% per ERU of a single family deposit.

(4) The Actual deposit for commercial customers shall be the greater of two times the projected monthly billing or the minimum shown above, as determined by the City Manager or his designee.

(IG) Turn-On and Turn-Off Fees. After service is connected, any request to have water turned off will be subject to a turn-off fee of \$10. Additionally, there will be a charge of \$10 for any turn-on requested or required after the original installation. In the case where only a reading of the meter is necessary, a \$10 fee will be charged which shall be equally distributed between the old and the new customer. ~~In addition to the foregoing, the city shall pay to the city, from the general funds of the city, the sum of \$7,500 per year as rent for all fire hydrants within the city.~~ Same day service connections must be requested by 3:00 p.m. on a weekday, or an after hours charge of \$45 will apply for same day turn-on service.

(J) Temporary (Hydrant) Meter. The City may offer the rental of a temporary (hydrant) meter when needed for construction. A customer deposit of \$800 is required and monthly charges will be billed based on commercial base fees and usage charges.



MEMORANDUM

DATE: November 6, 2014

TO: Mayor and City Commission

FROM: Dianne Holloway, Finance Director

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1519 - Franchise Agreement for Solid Waste Services -
Second Reading (Public Hearing) (Dianne Holloway)

Background: The City issued RFP #14-05, Solid Waste Collection Services on March 19, 2014, soliciting proposals for the award of a seven (7) year franchise agreement beginning March 1, 2015, for the exclusive right to provide the following services:

- 1) Collection of Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste from residences within the City limits.
- 2) Collection of Solid Waste from commercial customer within the City limits.

Waste Pro of Florida Inc. (Waste Pro) was the highest ranked proposer. On June 5, 2014, the City Commission authorized the City Manager to negotiate with Waste Pro and bring forward a mutually agreed upon franchise agreement for Commission approval.

The original RFP documents included a draft franchise agreement that staff created with Kessler Consulting to meet the specific needs of the City. This document was used as a basis for negotiations.

Based on the favorable proposal submitted by Waste Pro and successful negotiations, staff is recommending reductions to several of the City's current billing rates while keeping the collection of franchise fees revenue neutral. During the analysis of commercial rates for container (dumpster) service, it was discovered that City rates do not align to current market rates. There are some basic charges related to container service that are consistent across all sizes and the current rate structure does not reflect

such costs. Keeping that in mind, we will need to slowly realign these rates to market as we move forward over the life of the agreement.

Exhibit 1 of the attached agreement is a schedule of the City's anticipated billing rates as well as the negotiated rates with Waste Pro. Proposed changes include a 1.2% rate reduction to residential customers taking the monthly rate from \$18.22 to \$18.00. All service levels of commercial 6 and 8 yard containers will be reduced 1.4%. Rates for commercial 2 and 4 yard containers will remain the same.

Garbage and recycling collection days for residential and commercial carts will remain the same. Bulk Waste and Yard Waste will be changed to the day following garbage and recycling collection. This is a modification from our current yard and bulk waste collection days, however, it is favorable to our residents because they will now only need to remember solid waste collection service is now provided two days, not three and the days are consecutive (illustrated in Exhibit 6). The holiday make up schedule remains the same. Waste Pro has assured us that the transition will be smooth and transparent to our customers.

Once the agreement is executed the next step is to collaborate with Waste Pro to develop the transition plan. Also, it will be necessary to amend the City's existing garbage ordinance to accommodate the revisions brought forward by this agreement and ensure consistency. Staff will be bringing forth the ordinance amendments on a future commission agenda.

Recommendation: Request Commission adopt Ordinance No. 1519, approve the customer charges for Solid Waste Collection Services, and authorize Mayor to execute franchise agreement.

ORDINANCE NO. 1519

AN ORDINANCE OF THE CITY OF LAKE MARY, FLORIDA, APPROVING AND ADOPTING A FRANCHISE AGREEMENT WITH WASTE PRO OF FLORIDA, INC. (WASTE PRO); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City's current Franchise Agreement with Waste Management will expire February 28, 2015; and

WHEREAS, the City issued RFP #14-05, Solid Waste Collection Services, on March 19, 2014, soliciting proposals for the award of a seven (7) year franchise agreement beginning March 1, 2015; and

WHEREAS, Waste Pro of Florida (Waste Pro) was the highest ranked proposer and on June 5, 2014, the City Commission authorized the City Manager to negotiate with Waste Pro and bring forward a mutually agreed upon franchise agreement; and

IT IS HEREBY ENACTED BY THE CITY OF LAKE MARY AS FOLLOWS:

Section 1: That the Franchise Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof for all purposes by reference and attachment, by and between the City of Lake Mary, Florida, and Waste Pro of Florida, Inc. be and the same is hereby approved and adopted and, further, that the Mayor of the City of Lake Mary be and is hereby authorized to execute said Franchise Agreement on behalf of the City of Lake Mary.

Section 2. Severability. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance, which shall remain in full force and effect.

Section 3: Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 4: Effective date. This ordinance shall become effective immediately upon passage and adoption.

PASSED AND ADOPTED this 6th day of November 2014.

FIRST READING: October 16, 2014

SECOND READING: November 6, 2014

Attest:

CAROL A. FOSTER, CITY CLERK

DAVID J. MEALOR, MAYOR

For use and reliance of the City of Lake
Mary only. Approved as to form and legality.

CATHERINE D. REISCHMANN, CITY ATTORNEY

CITY OF LAKE MARY
FRANCHISE AGREEMENT FOR
SOLID WASTE COLLECTION SERVICES

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS4

ARTICLE 2. TERM.....7

 2.1 Effective and Commencement Dates7

 2.2 Initial Term.....7

 2.3 Renewal Option.....7

ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES7

 3.1 Exclusive Services7

 3.2 Non-Exclusive Services8

ARTICLE 4. TRANSITION OF COLLECTION SERVICES8

 4.1 Transition Prior to Commencement of Collection Service8

 4.2 Transition Prior to the Expiration of Collection Service.....9

ARTICLE 5. RESIDENTIAL COLLECTION10

 5.1 Service Requests10

 5.2 Residential Collection Service.....10

 5.3 Hours and Holidays.....11

ARTICLE 6. COMMERCIAL COLLECTION11

 6.1 Service Requests11

 6.2 Commercial Collection Service11

 6.3 Hours and Holidays.....12

ARTICLE 7. ADDITIONAL COLLECTION SERVICES.....12

 7.1 City Facilities12

 7.2 Special Events.....12

 7.3 Emergency Services13

 7.4 Limitations13

ARTICLE 8. CONTAINERS13

 8.1 Residential Containers13

 8.2 Commercial Containers.....133

 8.3 Container, Storage, Repair, and Replacement.....14

ARTICLE 9. PROCESSING AND DISPOSAL14

 9.1 Recyclables Processing14

 9.2 Designated Disposal Facility15

 9.3 Change in Facility Location15

ARTICLE 10. GENERAL REQUIREMENTS15

 10.1 Permits and Licenses15

 10.2 Service Verification System15

 10.3 Collection Schedules.....16

 10.4 Manner of Collection16

 10.5 Non-Collection Procedures17

 10.6 Missed Collections, Complaints17

 10.7 Spillage and Litter17

 10.8 Mixing of Loads18

 10.9 Preservation of Property18

 10.10 Collection Equipment18

 10.11 Office19

 10.12 Personnel19

ARTICLE 11. RECORD KEEPING AND REPORTING20

 11.1 Record Keeping20

 11.2 Reporting.....21

ARTICLE 12. DISTRIBUTION OF INFORMATION AND EDUCATION23

 12.1 Distribution of Information23

ARTICLE 13. COMPENSATION	24
13.1 Collection Service Rates	24
13.2 Collection Service Billing and Payment	24
13.3 Change in Law	25
13.4 Recyclables Revenue	26
13.5 Reimbursement of Procurement Costs	26
ARTICLE 14. PERFORMANCE	27
14.1 Performance and Payment Bond	27
14.2 Questions Regarding Performance	27
14.3 Right to Require Performance	27
14.4 Performance Penalties	27
14.5 Disputes	29
ARTICLE 15. TERMINATION	29
15.1 Termination for Cause	29
15.2 Process for Termination for Cause	30
15.3 Termination Due to Unavailability of Funds	30
15.4 Termination for Convenience	31
15.5 Interim Collection Services	31
15.6 Force Majeure	31
ARTICLE 16. INSURANCE REQUIREMENTS	32
16.1 Requirements	32
16.2 Certificates	33
ARTICLE 17. SPECIAL CONDITIONS	33
17.1 Representatives	33
17.2 Indemnification	34
17.3 Transfer of Ownership	35
17.4 Severability	35
17.5 Changes by the City	35
17.6 Successors and Assigns	35
17.7 Taxes	35
17.8 No General City Obligation	35
17.9 Compliance with Laws	35
17.10 Venue and Attorneys' Fees	36
17.11 Sovereign Immunity	36
17.12 Additional Purchases by Other Public Agencies	36
17.13 Miscellaneous	36

EXHIBIT 1	Service Rates
EXHIBIT 2	Rate Adjustments
EXHIBIT 3	Recyclables Revenue
EXHIBIT 4	Container Specifications
EXHIBIT 5	City Facilities
EXHIBIT 6	Service Area Map

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT is made and entered into this _____ day of _____ 2014, by and between the City of Lake Mary (City), with its principal place of business located at City Hall, 100 N. Country Club Road, Lake Mary, Florida 32746, and Waste Pro of Florida, Inc (Franchise Collector), with its principal place of business located at 2101 West SR 434, Suite 315, Longwood, FL 32779.

WITNESSETH

WHEREAS, the City is duly authorized to grant and extend exclusive franchises for the collection of solid waste and recyclable materials within the City of Lake Mary, Florida; and

WHEREAS, on March 19 2014, the City published Request for Proposals No. 14-05 for Solid Waste Collection Services for the purpose of selecting a Franchise Collector to provide such services; and

WHEREAS, the proposal submitted by Franchise Collector was deemed by the City to be in the best interests of the City;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto intending to be legally bound, hereby agree as follows:

ARTICLE 1. DEFINITIONS

For the purposes of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Article, the definition of such word or phrase as contained in Sec. 91.31 of the Code of Ordinances of the City of Lake Mary, or Florida Statutes, Section 403.703 shall control. Section 403.703, Florida Statutes, as amended from time to time, controls over any conflicts among the Code or this Agreement.

Agreement or Franchise Agreement shall mean this contractual agreement between the City of Lake Mary and Franchise Collector for the collection of Solid Waste, Recyclables, Yard Trash, Construction Debris and Bulk Waste and other services as described herein and the attached exhibits.

Agreement Year shall mean the time from the Commencement Date through February 28 (or February 29 during leap year), 2016 and each twelve (12) month period thereafter during the term of this Agreement.

Annual Market Value (AMV) shall mean the value of one Ton of the City's Program Recyclables collected by Franchise Collector pursuant to this Agreement, as calculated at the end of each Agreement Year using the formula specified in Exhibit 3.

Applicable Law shall mean all applicable federal and state of Florida laws, local (municipal and county) ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the services provided under this Agreement.

Base Market Value (BMV) shall refer to the base market value of one Ton of the City's Program Recyclables collected by Franchise Collector pursuant to this Agreement, as calculated in Exhibit 3.

Biological Waste means solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

Bulk Waste shall mean Solid Waste that consists of household refuse such as appliances, other white goods, furniture, or other items too large to be collected as part of regularly scheduled Solid Waste collections.

City shall refer to the City of Lake Mary, Florida.

City Code refers to the Code of Ordinances of the City of Lake Mary.

City Manager shall mean the City Manager of the City of Lake Mary.

City Representative shall be the City Manager or the City Manager's designee.

Collection Services shall mean the provision of service to remove Solid Waste, Recyclables, Yard Trash, Construction Debris and Bulk Waste, as specified by this Agreement, for transport to a licensed and certified facility for processing or disposal as designated by this Agreement.

Commencement Date shall mean the date services pursuant to this Agreement commence, or March 1, 2015.

Commercial Collection Service shall mean the provision of Collection Services to Commercial Customers as specified in this Agreement.

Commercial Customer shall mean the owner, occupant, tenant, or other person having control of the commercial Improved Real Property. For the purpose of this Agreement, schools, apartments, condominium apartments, and mobile home parks receiving commercial-type collection shall be considered commercial.

Commercial Recycling Non-Exclusive Permit refers to a permit issued for removal of commercial Recyclables as provided by Section 91.47 of City Code.

Commission shall mean the City Commission of Lake Mary.

Contractor-Generated Waste refers to Yard Trash generated by privately employed tree trimmers and tree surgeons, landscape services, lawn or yard maintenance services, and nurseries.

Construction and Demolition Debris (C&D Debris): shall mean discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause the resulting mixture to be classified as other than construction and demolition debris. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project;
- (b) Except as provided in s. 403.707(9)(j), Florida Statutes, yard trash and unpainted, nontreated wood scraps and wood pallets from sources other than construction or demolition projects;
- (c) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- (d) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Container shall mean Garbage or Recycling Cart, dumpster, compactor, roll-off container, or any container approved by the City intended for collection of Solid Waste, Recyclables, Yard Trash, or other materials as specified by this Agreement. Containers must be watertight.

Designated Facility refers to a transfer station, resource recovery facility, processing facility, or sanitary landfill designated or approved by the City and licensed and permitted under all applicable rules and regulations to receive materials collected pursuant to this Agreement.

Effective Date shall mean the date this Agreement has been executed by both the City and Franchise Collector.

Franchise Collector shall mean the company which has executed this Franchise Agreement with the City and which is required to perform Collection Services under the provisions herein.

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

Garbage Cart shall mean a City provided heavy plastic receptacle, with a rated capacity of not more than ninety-six (96) gallons, having a hinged tight-fitting lid and wheels, which is designed or intended to be used for automated or semi-automated collection.

Hazardous Waste shall mean solid waste, or a combination of solid wastes, which, because of its quantity, 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. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

Holidays shall mean Independence Day (July 4th), Labor Day, Memorial Day, Thanksgiving Day, Christmas Day (December 25th), New Year's Day (January 1st), and any other holidays as specified by the City Manager.

Improved Real Property shall mean all Residential, commercial, or other property that generates or is capable of generating Solid Waste.

Industrial Wastes shall mean the waste products of canneries, fisheries, slaughterhouses, or packing plants, condemned food products, agricultural waste products, waste and debris from brick, concrete block, roofing shingles, or tile plates, debris and wastes accumulated from land clearing, excavating, building, rebuilding, and the altering of buildings, structures, roads, streets, sidewalks, or parkways, and other Solid Waste products generated from industrial processing or manufacturing.

Junk shall mean any tangible item such as furniture, appliances, bicycles, or smaller property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of Garbage, Yard Trash, Industrial Wastes, or rubbish.

Owner shall mean the person designated on the real property tax roll maintained by the property appraiser for each parcel of Improved Real Property.

Program Recyclables refers to Recyclables included in the City's recycling program, including all paper products, all plastic containers, rigid mixed plastics, aluminum and steel/bimetal containers, glass containers, and aseptic/gable-top containers. Program Recyclables include incidental amounts of Rejects and non-designated materials as can normally be expected as part of municipal recycling collection.

Recovered Commodities shall mean Recyclable Materials that have been processed to market specifications.

Recyclable Materials (Recyclables) shall mean those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

Recycling Cart shall mean a City provided heavy plastic receptacle, with a rated capacity ranging from thirty-five (35) to ninety-six (96) gallons as specified by the City, having a hinged tight-fitting lid and wheels, which is designed or intended to be used for automated or semi-automated collection.

Rejects shall mean materials other than Residue, that cannot be recycled and that cannot be processed into Recovered Commodities.

Residence or Residential refers to single-family dwellings, duplexes and triplexes, mobile homes, and all other living units not coming within the definitions set out herein, where each structure is located on a separate lot or parcel of land. Each living unit shall be deemed a separate "Residence."

Residential Collection Service shall mean the provision of Collection Services to Residences as specified in this Agreement.

Residential Customer shall mean the owner, occupant, tenant, or other person having control of the Residential Improved Real Property.

Residue shall mean the portion of the Recyclable Materials stream accepted by Franchise Collector that is not converted to Recovered Commodities due to breakage and/or transportation or Processing inefficiencies.

Single Stream refers to a recycling process that allows for Recyclable Materials to be collected commingled, with containers and paper collected in the same container.

Special Service Any collection or disposal service for which a special charge is applied. Special Services include, but are not limited to, on-call services for Residential Yard Trash or Bulk Waste not meeting specifications as required by this Agreement.

Solid Waste shall mean garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Commodities are not solid waste. For the purposes of this Agreement, sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from a waste treatment works, water supply treatment plant, or air pollution control facility are not included.

Ton refers to a unit of weight equal to 2,000 pounds, also referred to as a short Ton.

Yard Trash shall mean vegetative matter resulting from landscaping maintenance and land clearing operations and includes associated rocks and soils.

ARTICLE 2. TERM

2.1 Effective and Commencement Dates

The Effective Date of this Contract is the date the Agreement is executed and has been signed by the City or Franchise Collector, whichever date is later. The Commencement Date is the date that Collection Services required pursuant to this Contract commence, or March 1, 2015.

2.2 Initial Term

The term of this Agreement shall begin on the Effective Date, and terminate February 28, 2022.

2.3 Renewal Option

At the sole option of the City, this Agreement may be renewed for two (2) additional term(s) of three (3) years each under the same terms and conditions as the initial term, including amendments, subject to approval by the Commission.

ARTICLE 3. EXCLUSIVE AND NON-EXCLUSIVE COLLECTION SERVICES

3.1 Exclusive Services

The granting of this Franchise does not create any vested rights. Franchise Collector is herein granted the exclusive right to provide the following Collection Services:

- 3.1.1 To collect Solid Waste, Program Recyclables, Yard Trash, and Bulk Waste from Residences within City limits, except as designated otherwise by this Agreement.
- 3.1.2 To collect Solid Waste from Commercial Customers within City limits.
- 3.1.3 To collect C&D Debris for disposal from Customers within the City limits.

3.2 Non-Exclusive Services

- 3.2.1 Franchise Collector is not granted the exclusive right to collect the following:
- a. Yard Trash from Commercial Customers or Contractor-Generated Waste from any Customer.
 - b. C&D Debris for recycling. The City may require Franchise Collector to provide such service in accordance with this Agreement and City Code Section 91.47, including obtaining and maintaining a Commercial Recycling Non-Exclusive Permit.
 - c. Recyclables from Commercial Customers. However, City may require Franchise Collector to provide such service in accordance with this Agreement and City Code Section 91.47, including obtaining and maintaining a Commercial Recycling Non-Exclusive Permit as specified in City Code Section 91.47.
- 3.2.2 Nothing in this Agreement shall prohibit competition for the collection of commercial Yard Trash, Contractor-Generated Waste, or C&D Debris for recycling. Franchise Collector may provide these services at competitive rates that shall not be controlled by this Agreement.
- 3.2.3 Except as designated by this Agreement, Franchise Collector is not required to, and does not have the exclusive right to, collect Hazardous Waste or biological waste, but may offer such service within in the City, outside of this Agreement. The terms of such collection shall be as agreed between Franchise Collector and the customers.
- 3.2.4 Franchise Collector shall not be responsible for, nor have an obligation to collect, transport, or dispose of vegetative debris, C&D debris, or white goods disposed as a result of a hurricane, severe storm, or other natural or man-made disaster unless the City enters into a written agreement with Franchise Collector specifying the terms and compensation for such services. Should the City and the Franchise Collector enter into a written agreement, and in the event the storm is declared a disaster such that FEMA is authorized to participate in managing the cleanup, Franchise Collector shall be responsible for the preparation of all documents and forms and support information required by FEMA. City shall fully cooperate in the preparation of such information. Such documents, forms, and information shall be submitted to the City by Franchise Collector within the time limits established by FEMA for such filings.
- 3.2.5 The contents of the City's RFP, the successful proposal, and any written modifications are made part of this Agreement. If any provision of this Agreement is in conflict with the RFP or proposal, this Agreement will have precedence.

ARTICLE 4. TRANSITION OF COLLECTION SERVICES

4.1 Transition Prior to Commencement of Collection Service

Franchise Collector shall participate in transition meetings as scheduled and conducted by the City to plan and manage the transition process so that no service interruption occurs. Franchise Collector is responsible for providing a smooth transition in services to minimize inconvenience to Customers. To accomplish this objective, Franchise Collector shall submit to the City, no later than thirty (30) days following the Effective Date, a transition plan that provides a detailed description of how Franchise Collector will plan and prepare for providing Collection Services leading up to the Commencement Date. The transition plan must meet the approval of the City. At a minimum, Franchise Collector must address the following specific performance requirements in the transition plan and accomplish them according to deadlines specified in the plan:

- a. Coordination of meetings with the outgoing collection Franchise Collector and the City.
- b. Schedule of transition meetings with City staff leading up to Commencement Date.
- c. Schedule for and documentation of purchase, assembly, and delivery of new Franchise-Collector provided Containers. Acceptable documentation includes, but is not limited to,

- purchase orders, delivery schedules, assembly, and delivery plans provided by the container vendor, and receipts of payment.
- d. Schedule for removal and replacement of all residential and commercial containers owned by the outgoing franchise collector with Franchise Collector-provided and maintained Containers. Containers provided to each Residence shall be new and of the same size and capacity as those removed by the outgoing franchise collector.
 - e. Documentation ensuring all vehicles meet age requirements and are street legal (registered, licensed, and tagged) prior to the Commencement Date. Acceptable documentation includes, but is not limited to, purchase order, title, and receipts of payment.
 - f. Schedule for providing a vehicle and equipment list and route summary to the City Manager.
 - g. Schedule for onsite training of City staff on the use of web-based asset management and service verification software by appropriately trained professional personnel if applicable.
 - h. Schedule and procedure for ensuring transmission of asset management databases and other associated information if applicable.
 - i. Schedule for developing, printing, and delivering City-approved information brochure to all Customers prior to the Commencement Date.
 - j. Schedule for conducting dry-runs of collection routes and testing/calibrating truck-mounted Radio Frequency Identification (RFID) readers if applicable.
 - k. Schedule for acquiring all other necessary labor and equipment as required pursuant to this Agreement.

4.2 Transition Prior to the Expiration of Collection Service

- 4.2.1 Should the City choose not renew this Agreement or should no renewal options remain, the City anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, Franchise Collector agrees to provide service to the City for an additional ninety (90) day period beyond the expiration of the Agreement at the then established service rates, provided the City requests said services, in writing, at such time. At the expiration of this Agreement, Franchise Collector shall work with the City and the newly selected franchise collector to ensure a smooth transition period with no interruption of service, including, but not limited to, compliance with the performance requirements listed below:
- a. Attend coordination meetings with the City and newly selected franchise collector, as requested.
 - b. Work with the newly selected franchise collector to develop a mutually agreeable schedule for removal of Franchise Collector-owned Containers and placement of newly selected franchise collector's containers. The schedule shall ensure no interruption in Collection Services.
 - c. Allow the newly selected franchise collector to purchase, or rent for up to ninety (90) days, Franchise Collector-owned Containers from Franchise Collector. The purchase price or rental shall be negotiated between the Franchise Collector and the newly selected franchise collector.
 - d. Facilitate a smooth transmission of asset management and service verification data, including, but not limited to, current address lists and databases to the newly selected vendor.
- 4.2.2 The City reserves the right to withhold payment to Franchise Collector for the final month of service until Franchise Collector has complied with all requirements of this Article.

ARTICLE 5. RESIDENTIAL COLLECTION

5.1 Service Requests

All Residential Customers will initiate or terminate service directly with the City. The City will electronically transmit, in a form developed by Franchise Collector and approved by the City, routine service requests to Franchise Collector on a daily basis or as necessary. Franchise Collector shall start or terminate service on the next scheduled collection day following notification by the City. Franchise Collector shall not initiate or terminate service to a Residential Customer without notification from the City Representative.

5.2 Residential Collection Service

- 5.2.1 Franchise Collector shall provide Residential Collection Services on the schedule provided in Exhibit 6, unless otherwise approved by the City Representative.
- 5.2.2 Franchise Collector shall collect unlimited Solid Waste from all Residences once per week in Franchise Collector-provided and maintained Garbage Carts equipped with RFID technology, in addition to customer-provided bags and containers. Residential Solid Waste not contained in Garbage Carts shall not exceed the volume of approximately one (1) 96-gallon cart per pick up.
- 5.2.3 Franchise Collector shall collect unlimited Solid Waste from Residences on Anderson Lane and Smathers Lane, as approved by the City, in Franchise Collector-provided and maintained dumpster(s).
- 5.2.4 Franchise Collector shall collect all Program Recyclables in a Single Stream from all Residences once each week, on the same day as Solid Waste collection, in Franchise Collector-provided and maintained Recycling Carts equipped with RFID technology. The types of materials included for collection as Program Recyclables may be modified upon mutual agreement between the City and Franchise Collector. Such modification shall be at no additional cost to the City unless Franchise Collector can document that the addition of such items substantially impacts the cost of providing service.
- 5.2.5 Franchise Collector shall collect Yard Trash from all Residences once per week placed in accordance with the specifications herein. Yard Trash shall be bundled or bagged, and shall be limited to a maximum of four (4) cubic yards or ten (10) bags per Residence per week. Bundles shall not exceed six (6) inches in diameter and four (4) feet in length. Bundles and bags shall not exceed fifty (50) pounds each in weight. Yard Trash not meeting the specifications herein shall be marked with a non-collection notice as specified in Article 10.5.2, and may be collected as a Special Service at rates specified in Exhibit 1 upon notice by the City. The City is responsible for the billing and receipt of said fees. Holiday vegetation, such as Christmas trees, will be collected as part of normal Residential Collection Service throughout the month of January. Contractor generated yard waste must be hauled away by the contractor.
- 5.2.6 Franchise Collector shall collect Bulk Waste from all Residences once per week placed in accordance with this Agreement. Bulk Waste shall be limited to a maximum of four (4) cubic yards, and must be able to be lifted by two people. Bulk Waste not meeting the specifications herein shall be marked with a non-collection notice as specified in Article 10.5.2, and may be collected as a Special Service at rates specified in Exhibit 1 upon notice by the City. The City is responsible for the billing and receipt of said fees.
- 5.2.7 Residential Customers may place small amounts of containerized C&D Debris resulting from minor home improvements in their Garbage Carts as part of regular Residential Collection Service. Upon request by the City, Franchise Collector shall collect C&D debris from Residences using Franchise Collector-provided and maintained dumpsters or roll-offs at service rates equivalent to that of similar commercial service rates, as approved by the City. Residential Customers will initiate, terminate or change service directly with the City. The Franchise Collector must not initiate, terminate, or change

service directly with the Residential Customer. City and Residential Customer shall mutually agree on the Container type, size, number, placement, and days of collection.

5.2.8 Residential Customers shall place materials for collection at a point within the right-of-way abutting the Residence no farther than three (3) feet from the curb line or paving line; or, in the event no right-of-way exists that abuts the Residence, at a point no greater than three (3) feet from the curb line or paving line of the nearest public street or right-of-way; or in the case of the existence of a drainage ditch, at a point on the roadside of the ditch. Garbage Carts and Recycling Carts shall be spaced two (2) feet apart with the opening facing the street, and shall be placed on the opposite side of the Customer's driveway from that of the Customer's mailbox. Customer shall not block access to Garbage Carts and Recycling Carts with a motor vehicle or other obstruction. Obstructed Garbage Carts and Recycling Carts and those not properly set out shall not be serviced. After collection, Franchise Collector shall place Garbage Carts and Recycling Carts off paved streets where feasible with the lid closed. Franchise Collector shall not be responsible for materials not placed in accordance with the specifications provided herein.

5.2.9 Franchise Collector shall, at no additional cost to the City, provide door-side collection of Solid Waste and Recyclables to Residential Customers who are disabled and have provided medical proof as approved by the City. The City will provide notification to Franchise Collector, and door-side service shall commence within one (1) week of notification by the City.

5.3 Hours and Holidays

5.3.1 Residential Collection Service shall occur between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday. No collections shall be made on Sunday.

5.3.2 Franchise Collector shall not provide Residential Collection Service on Holidays. If Collection Service is not provided due to a Holiday, the following schedule shall be utilized, unless otherwise approved by the City:

- a. If the Holiday occurs on a Monday, Tuesday, or Wednesday, the make-up day shall be the preceding Saturday.
- b. If the Holiday occurs on a Thursday or Friday, the make-up day shall be the following Saturday.

ARTICLE 6. COMMERCIAL COLLECTION

6.1 Service Requests

6.1.1 Commercial Customers will initiate, terminate or change service directly with the City, excluding compactor and roll-off services. The City will electronically transmit, in a form developed by Franchise Collector and approved by the City, service requests to Franchise Collector on a daily basis or as necessary. Commercial service shall start, terminate or change on the next scheduled collection day from the date requested by the Commercial Customer. The Franchise Collector must not initiate, terminate, or change service without prior City approval.

6.1.2 Commercial Customers utilizing compaction or roll-off services will initiate, terminate or change service directly with Franchise Collector.

6.2 Commercial Collection Service

6.2.1 Franchise Collector shall collect Solid Waste, placed for collection in accordance with this Agreement, from Commercial Customers using Franchise Collector-provided and maintained Containers.

- 6.2.2 Commercial Customers are not required to place Solid Waste and Recycling Carts within the right-of-way abutting the commercial property. The Franchise Collector shall provide roll-out and roll-back service when servicing Commercial Solid Waste and Recycling Carts. Solid Waste and Recycling Carts shall be returned with lids closed.
- 6.2.3 Collection of Recyclables generated by Commercial Customers is not a service provided exclusively by Franchise Collector; however, Franchise Collector shall provide collection of Recyclables using Franchise Collector-provided and maintained Containers to any Commercial Customer upon the City's request and in accordance with the requirements of City Code Section 91.47.
- 6.2.4 City and Commercial Customer shall mutually agree on the Container type, size, number, placement, and days of collection for all Collection Services. Where mutual agreement is not reached, the City shall make any final determination. The City reserves the right, at its sole discretion, to revise the Container type, size, number, placement and/or days of collection.
- 6.2.5 Contractor and owner/occupant generated yard waste must be hauled away by the contractor or owner/occupant. Commercial yard waste service is not provided.

6.3 Hours and Holidays

- 6.3.1 Commercial Collection Service shall occur between the hours of 6:00 a.m. and 6:00 p.m. Monday through Saturday. No collections shall be made on Sunday, excluding restaurants and hospitals.
- 6.3.2 Franchise Collector shall provide Commercial Collection Service on all Holidays unless otherwise specified or approved by the City Manager.

ARTICLE 7. ADDITIONAL COLLECTION SERVICES

7.1 City Facilities

Franchise Collector shall, at no cost to the City, provide Collection Services at the City-owned facilities listed in Exhibit 5. The City reserves the right to modify these services throughout the duration of this Agreement as necessary, and Franchise Collector agrees to provide those modified services at no cost.

7.2 Special Events

- 7.2.1 Franchise Collector shall, at no cost to the City, provide containers and disposable liners for the collection of Solid Waste and Recyclables at special events held within City limits. Containers shall be made of recyclable corrugated cardboard, be at least forty (40) gallons in capacity, and be labeled as approved by the City. Liners shall be composed of plastic in appropriate thickness, capacity, and durability, and are also subject to approval by the City. Containers shall be supplied upon request by the City, in addition to an adequate inventory of liners.
- 7.2.2 Franchise Collector is not responsible for setting up or servicing the containers at special events, excluding those specified herein. The City will empty the containers into the City facility Containers that are subsequently serviced by the Franchise Collector.
- 7.2.3 The Franchise Collector shall, at no cost to the City, provide Collection Services at the Lake Mary Heathrow Festival of the Arts. Collection Service shall include Solid Waste Container and Recyclables Container delivery prior to the event, removal after the event, and emptying Containers as necessary.

7.3 Emergency Services

Franchise Collector shall provide emergency response services for collection of Solid Waste as directed by the City Manager. Said emergency response services will be performed immediately (provided that Franchise Collector is not prevented by force majeure) by Franchise Collector in accommodation of the emergency nature of the service requirement, at rates negotiated by the City and the Franchise Collector pursuant to this Agreement. This clause does not prohibit the City from contracting for these services under a separate contract with another provider.

7.4 Limitations

With the exception of the services described herein, Franchise Collector shall not provide any free services to anyone for the collection, transport, or disposal of Solid Waste.

ARTICLE 8. CONTAINERS

8.1 Residential Containers

- 8.1.1 Prior to the Commencement Date and in accordance with the transition plan specified in Article 4.1, Franchise Collector shall provide every Residence with Garbage Cart(s) and Recycling Cart(s) which meet the specifications provided in Exhibit 4. Each Residence shall be provided Garbage and Recycling Carts in the same size, capacity, and number as those removed by the outgoing franchise collector, unless otherwise specified by the City. Franchise Collector shall distribute Garbage Carts and Recycling Carts to new Residences as directed by the City. The initial distribution of Garbage and Recycling Carts and distribution to any new Residence shall include an informational brochure as specified in Article 12.1.1.
- 8.1.2 Ownership of all Residential Garbage and Recycling Carts shall rest with Franchise Collector until expiration or termination of this Agreement, at which point ownership shall rest with the City.
- 8.1.3 Upon request by the City, Franchise Collector shall exchange a Garbage Cart or Recycling Cart for one of a different size (ninety-six (96), sixty-four (64) or thirty-five (35) gallons) at no cost to the Customer or the City.
- 8.1.4 Upon request by the City, Franchise Collector shall provide additional Garbage Carts and/or Recycling Carts to a Residence at no cost to the Customer or the City. The Franchise Collector may charge an additional two dollar (\$2.00) fee per month per additional Garbage Cart to residences with more than two (2) Garbage Carts. The City shall be responsible for the billing and receipt of said fees, and shall remit payment to the Franchise Collector. No additional fees shall apply to Recycling Carts.
- 8.1.5 Upon request by the City, Franchise Collector shall supply Residences with bear-proof Solid Waste and/or Recycling Carts. The type of cart shall be approved by the City Representative. Bear-proof carts shall have same markings as regular carts unless otherwise approved by the City Representative. Service fees for bear-proof carts will be limited to a one-time fee which will reflect the cost of the cart and a delivery fee of thirty dollars (\$30.00). The Franchise Collector may charge an additional two dollar (\$2.00) fee per month for servicing bear-proof cart(s). The City shall be responsible for the billing and receipt of said fees, and shall remit payment to the Franchise Collector as specified in Article 13.2.4.

8.2 Commercial Containers

- 8.2.1 Prior to the Commencement Date and in accordance with the Transition Plan as specified in Article 4.1, Franchise Collector shall provide every Commercial Customer with Containers. All commercial Containers, including roll-offs and compactors, provided by the Franchise Collector must be in new or like-new condition, including, but not limited

to, being rust and damage free, freshly painted, and in good working order. Final determination of new, or like new, condition will be made by the City. Any Container not meeting the specification provided will be subject to replacement at the City's discretion. The City intends to conduct audits of Commercial Containers as necessary, Specifications provided in Exhibit 4. The initial distribution of Containers and distribution to any new Commercial Customer shall include an information brochure as specified in Article 12.1.2.

- 8.2.2 Ownership of Containers utilized for Commercial Collection Service shall rest with Franchise Collector at all times during the Agreement. Ownership of all Commercial Garbage Carts shall rest with Franchise Collector until expiration or termination of this Agreement, at which point ownership shall rest with the City.
- 8.2.3 All Franchise Collector-provided Containers shall have Franchise Collector's name and phone number clearly displayed. Containers shall be rust-free, have drain plugs installed to retain storm water and prevent leaching, and have lids in proper, safe working condition.
- 8.2.4 Franchise Collector shall maintain Containers so they are clean and free from offensive odors. Upon request, Franchise Collector shall deodorize, wash-out, paint, or switch-out Containers as needed.

8.3 Container, Storage, Repair, and Replacement

- 8.3.1 Franchise Collector shall be responsible for the provision and storage of an adequate supply of Containers, including Garbage Carts and Recycling Carts, for Collection Services pursuant to this Agreement. Franchise Collector shall hold the City harmless for any liabilities arising out of the use thereof to the full extent described in Section 17.2.1. Containers shall be stored locally or within a reasonable distance to ensure timely delivery.
- 8.3.2 Franchise Collector shall inspect Containers on a regular basis and shall maintain them in proper operating condition. Any Container not meeting the specifications as provided in this Agreement shall be subject to repair or replacement.
- 8.3.3 Franchise Collector shall bear the cost of repairing or replacing all Carts, including RFID technology maintenance, and Containers. All final decisions regarding the condition or replacement of Containers will be made by the City Representative.
- 8.3.4 Franchise Collector shall not remove any Container without prior notification to the Customer. Franchise Collector shall provide, repair, replace, or exchange Containers within five (5) business days of request.
- 8.3.5 Franchise Collector shall report, on a monthly basis, Residential Cart and Container repair, replacement, and exchange services performed and date completed as specified in Articles 10.2.3 and 11.2.2 herein.

ARTICLE 9. PROCESSING AND DISPOSAL

9.1 Recyclables Processing

- 9.1.1 Franchise Collector shall be responsible for the transport, processing, and marketing of Recyclables collected pursuant to this Agreement, unless otherwise specified by the City.
- 9.1.2 Recyclables shall be processed at a facility legally permitted/licensed to process such materials. Franchise Collector shall not dispose of or landfill any Recyclables or deliver such materials to another agent that landfills or disposes of material other than through recycling. This does not apply to Rejects and Residue, which must be disposed at a facility legally permitted and licensed to dispose of such materials.

- 9.1.3 The City reserves the right to designate a facility for the processing and marketing of Program Recyclables. Should the City designate a facility for the processing of Program Recyclables, Franchise Collector shall no longer be responsible for remitting revenue for Program Recyclables pursuant to Article 13.4 and Exhibit 3 herein.

9.2 Designated Disposal Facility

- 9.2.1 Franchise Collector shall deliver Solid Waste, Yard Trash, and Bulk Waste collected pursuant to this Agreement to the facilities specified below. In the event a Designated Facility is closed on a work day, Franchise Collector may transport and deliver Solid Waste, Yard Trash, and Bulk Waste to any legally permitted facility to receive such materials, with prior written approval of the City Representative.

Seminole County Landfill	Central Transfer Station
1930 East Osceola Road	1950 State Road 419
Geneva Florida, 32732	Longwood Florida, 32750

- 9.2.2 The City reserves the right to change Designated Facilities during the term of the Agreement.

9.3 Change in Facility Location

Should the City change the location of the Designated Facility for disposal or decide to designate a facility for delivery of Program Recyclables, collection rates may be adjusted to take into account the change in location if Franchise Collector submits adequate documentation that its costs have increased and the Commission approves such increase.

ARTICLE 10. GENERAL REQUIREMENTS

10.1 Permits and Licenses

Franchise Collector, at its sole cost and expense, shall maintain throughout the term of this Contract all permits, licenses, and approvals necessary or required for Franchise Collector to perform the work and services described herein, including a Commercial Recycling Non-Exclusive Permit as specified by Section 91.47 of City Code.

10.2 Service Verification System

- 10.2.1 Franchise Collector shall provide and maintain a residential service verification system with web-based access. Service verification software shall be capable of providing reports online that can be downloaded in PDF and Excel formats. The system shall also be free of any requirements for the City to install and support any back-office software for the collection and delivery of such information. Franchise Collector is responsible for all associated software costs and maintenance.

- 10.2.2 Service verification software shall be capable of providing map-based location visibility of Carts and collection vehicles operated in real time, and shall be able to generate reports as needed based on Container service activity, including, but not limited to, collection and non-collection events and set-out rates. Variables and fields used to supply and manage this information shall include, but not be limited to:

- a. Container type (Garbage Cart or Recycling Cart)
- b. Collection event date, time, and latitude/longitude coordinates
- c. Customer ID and address
- d. RFID tag number
- e. Serial number
- f. Route and truck information

- g. Other information as requested by the City Representative
- 10.2.3 Service verification software shall include an asset management database through which Franchise Collector shall be responsible for reporting and tracking the movement of all Residential Garbage Carts and Recycling Carts, including deliveries, removals, exchanges, repairs, warranty recovery, and other information necessary to manage cart assets, subject to approval of the City Representative. All database adjustments must be made within forty-eight (48) hours of physical inventory exchange and completion of work order. All software used shall have the ability to generate reports based on Container activity including maintenance and inventory reports. Data fields shall include, but not be limited to:
- a. Work order number, date, and status
 - b. Container type (Garbage Cart, or Recycling Cart)
 - c. Customer ID and address
 - d. Container serial numbers, new and old if replacement is required
 - e. RFID tag numbers, new and old if replacement is required
 - f. Recovery and delivery latitude/longitude coordinates
 - g. Route information
 - h. Other information as requested by the City Representative

10.3 Collection Schedules

- 10.3.1 At least ninety (90) days prior to the Commencement Date, Franchise Collector shall submit to the City Representative collection route schedules that provide each route name/number, the type of collection service provided, approximate number of Customers on the route, vehicle/equipment, and number of personnel assigned to the route.
- 10.3.2 Franchise Collector shall make changes in collection schedules or route orders only upon prior notification and written approval by the City Representative. Franchise Collector, at its expense, shall notify all affected Customers, in writing, of any approved schedule change at least ten (10) business days prior to the change. Notifications shall be approved in advance by the City Representative.
- 10.3.3 Franchise Collector shall complete each collection route on its regularly scheduled collection day.
- 10.3.4 The City reserves the right to deny Franchise Collector's vehicles access to certain streets, alleys and public rights-of-way, inside the City, where it is in the best interest of the general public to do so. Franchise Collector shall not interrupt the regular schedule or quality of service because of such street closures.
- 10.3.5 In the event of a hurricane, tornado, major storm, natural disaster, or other such event affecting the City, the City Manager, in his or her sole discretion, may grant Franchise Collector a variance from regular routes and schedules. As soon as practicable after such event, Franchise Collector shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed.

10.4 Manner of Collection

Franchise Collector shall provide all Collection Services with as little noise and disturbance as possible and shall leave any Cart or Container at the same point it was collected. Garbage Carts and Recycling Carts shall be handled carefully, shall be thoroughly emptied and returned to the curb, edge of the road, or corner of the driveway with the lid closed. No trespassing by Franchise Collector's employees will be permitted. No employee shall remove or tamper with any property not placed for collection. Care shall be taken to prevent damage to property, including, but not limited to, flowers, shrubs, and other plantings, as well as curbs, gutters, and storm water inlet

covers, vehicles, or buildings. Franchise Collector's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

10.5 Non-Collection Procedures

- 10.5.1 Franchise Collector shall not collect:
- a. Solid Waste or Recyclables not prepared in accordance with the specifications provided.
 - b. Bulk Waste or Yard Trash exceeding the established limits or not prepared in accordance with the specifications provided.
 - c. Any material in Containers that are blocked by obstacles or which are not placed in accordance with the specifications provided.
 - d. Any Hazardous or Biological Waste detected in any Container prior to collection.
- 10.5.2 In the event Solid Waste, Recyclables, Yard Trash, or Bulk Waste is not placed in accordance with this Agreement, Franchise Collector shall affix a non-collection notice to the Container or waste explaining why collection was not made. The design and content of all non-collection notices are subject to approval by the City Representative. The cost of printing and delivery of said notices shall be paid for by Franchise Collector.
- 10.5.3 Franchise Collector shall not be required to collect in instances where dangerous animals are present and unrestrained. Franchise Collector shall immediately notify the City Representative of such condition and of the inability to make collection because of such conditions.
- 10.5.4 Franchise Collector shall notify the City Representative daily of any non-collection events in an electronic format approved by the City Representative. In instances where Special Services may be required, the Franchise Collector shall include the address, type and amount of material for collection, and a cost estimate based on the service rates established in Exhibit 1.

10.6 Missed Collections, Complaints

- 10.6.1 If Franchise Collector receives notification by the City or a customer of a missed scheduled service prior to 3:00 p.m., Franchise Collector shall respond and provide such collection the same day. If Franchise Collector receives notification by the City or a customer of a missed scheduled service after 3:00 p.m., Franchise Collector shall respond and provide such collection before 12:00 p.m. the next day.
- 10.6.2 Upon receipt of any complaints from customers or other persons on the quality of service, use of equipment, method of collection, damage to Containers, or other matters, Franchise Collector shall respond to the matter within twenty-four (24) hours of receipt of such complaint if on a weekday, or within forty-eight (48) hours if such complaint occurs on a weekend.
- 10.6.3 Franchise Collector shall resolve all other kinds of complaints within seventy-two (72) hours of receipt of such complaint.
- 10.6.4 Franchise Collector shall fully cooperate at all times with the City in addressing complaints. Franchise Collector shall maintain an up-to-date file listing all complaints received and Franchise Collector's response or action taken with respect thereto. The City shall receive a copy of the complaint/response log monthly as specified in Article 11.2.

10.7 Spillage and Litter

Franchise Collector shall be responsible for picking up and removing any spillage or litter resulting from the performance of Collection Services by Franchise Collector, as well as reasonable quantities of spilled trash not caused by Franchise Collector.

10.8 Mixing of Loads

- 10.8.1 Franchise Collector shall collect Solid Waste, Yard Trash, Recyclables, C&D Debris and Bulk Waste generated in the City separate from any materials generated in another jurisdiction.
- 10.8.2 Franchise Collector shall collect Solid Waste, Yard Trash, Recyclables, and Bulk Waste separate from each other and shall not combine loads of different material types. Residential C&D may be collected with Bulk Waste.
- 10.8.3 Franchise Collector shall collect Recyclables generated by Commercial Customers separate from that generated by Residences unless otherwise approved by the City Manager. If Franchise Collector mixes commercial Recyclables with Program Recyclables from Residences, the entire load shall be considered Residential Program Recyclables, unless otherwise negotiated by the City and Franchise Collector.

10.9 Preservation of Property

- 10.9.1 Franchise Collector shall preserve all public and private property while conducting services pursuant to this agreement, including, but not limited to, buildings, monuments, markers or fences, pipes and underground structures, and public streets. The City acknowledges this does not preclude normal wear and tear of streets resulting from normal use by Franchise Collector.
- 10.9.2 Franchise Collector shall immediately notify the City Representative of any damage to public or private property caused by Franchise Collector during the provision of Collection Services. Wherever such property is damaged due to the activities of Franchise Collector, it shall be immediately restored to its original condition by Franchise Collector at its expense.
- 10.9.3 In case of failure on the part of Franchise Collector to restore such property or make good such damage or injury, the City may, upon forty-eight (48) hours written notice to Franchise Collector, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary and to bill the cost to Franchise Collector. If any damage caused by Franchise Collector impacts the safety, health and welfare of the citizens of Lake Mary, the repairs will be arranged by the City and billed to Franchise Collector based on the actual cost incurred by the City to repair the said damages, plus ten percent (10%) to account for the City's administrative costs.

10.10 Collection Equipment

- 10.10.1 Franchise Collector shall provide sufficient equipment to provide the services specified herein throughout the term of this Agreement. Collection vehicles shall be of a type sufficient to safely and efficiently collect and transport materials in a manner such that no collected materials can be blown out of or fall from the vehicle during transport. All frontloading vehicles must be equipped with hopper doors.
- 10.10.2 All collection equipment must be maintained in proper operating condition, subject to inspection and approval by the City Representative at all times. All collection equipment shall be leak-proof so as to prevent any liquid from draining onto the ground. The City reserves the right to inspect such equipment and request cleaning of the interior and exterior of collection vehicles or replacement of any collection vehicle that does not meet the approval of or pass inspection by the City Representative.
- 10.10.3 No frontline collection vehicle shall be older than three (3) years at the start of this Agreement. At no time during the Agreement shall the average fleet age exceed seven (7) years, nor shall any individual collection vehicle exceed ten (10) years of age.
- 10.10.4 Franchise Collector shall provide, and maintain in proper operating condition, RFID readers on all vehicles used for servicing Residential Garbage and Recycling Carts. Franchise Collector shall also maintain sufficient handheld RFID readers in proper

operating condition. Franchise Collector shall ensure all RFID readers are capable of properly reading RFID tags. Data gathered through use of service verification equipment and software may be used to assess penalty fines. Faulty information due to improper data collection shall not excuse Franchise Collector from assessed penalties, unless otherwise approved by the City Manager.

- 10.10.5 All collection vehicles shall comply with all local, state, and federal roadway weight limits, and rules and regulations applicable to such vehicles.
- 10.10.6 Franchise Collector shall install and maintain in good working condition a communication system in each vehicle. The system installed shall be able to contact the City Representative in the event of an emergency.
- 10.10.7 Vehicles shall be painted uniformly with the company name, telephone number, and vehicle number printed in letters at least three (3) inches on each side of the vehicle. On both sides of the vehicle, the type of materials being collected by that vehicle at that time shall be clearly identified in letters not less than six (6) inches height. Franchise Collector may use magnetic placards or other transferable devices, subject to approval by the City Representative. Franchise Collector shall maintain a record of the vehicle to which each number is assigned, and the materials collected each day.

10.11 Office

Franchise Collector shall maintain an office with a toll-free telephone number that has regular business hours from 8:00 a.m. to 5:00 p.m. Eastern Time, five (5) days per week, Monday through Friday, and adequate personnel and facilities to receive and duly respond to complaints and questions made or raised by customers during regular business hours. Nothing herein shall prevent the Franchise Collector from maintaining business hours and days exceeding those specified herein.

10.12 Personnel

- 10.12.1 Franchise Collector shall assign a qualified person to be in charge of the operations within the City, hereafter referred to as the Onsite Manager. The Onsite Manager shall be responsible to the City Manager and be accessible at reasonable times. Franchise Collector shall provide the name and day/night telephone numbers of Onsite Manager to the City Manager. The Onsite Manager must be available for consultation with the City Representative within a reasonable, practicable time after notification of a request for such consultation. The City reserves the right to request replacement of the Onsite Manager for inadequate performance of duties, and Franchise Collector shall honor such request.
- 10.12.2 Franchise Collector shall submit all of its employees and agents, as well as all employees and agents of its subcontractors, to a National Crime Information Center and/or Florida Crime Information Center Level 1 background screening at no cost to the City. Additional screening may include, but is not limited to, employment history checks, statewide criminal background screening through the Florida Department of Law Enforcement, and driver's license verification.
- 10.12.3 All employees of Franchise Collector shall display identification showing them as employees of the firm.
- 10.12.4 Any employee or agent of Franchise Collector and any agent/employee of a subcontractor to Franchise Collector shall be removed from providing service under this Agreement upon request by the City Representative. Such request will only be issued if the City Representative has a reasonable basis, as determined at his or her discretion, that the presence of such person is not in the best interest of the City, or its employees, guests, visitors or citizens. Additionally, a person may be directed to be removed if the City Representative reasonably believes the person is under the influence of drugs or

- alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive or in violation of any criminal law.
- 10.12.5 Franchise Collector shall not employ subcontractors without the advance written permission of the City. Franchise Collector shall be fully responsible for the services and work provided by a subcontractor under the terms of this Agreement.
- 10.12.6 Franchise Collector, its employees, subcontractors, and subcontractors' employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs, the employee shall be immediately removed from the City premises by Franchise Collector. Franchise Collector will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.
- 10.12.7 During this Agreement, Franchise Collector shall not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap or marital status in any form or manner against said Franchise Collector's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act and the Florida Human Rights Act of 1977) and understands this Agreement is conditioned upon the veracity of this Statement of Assurance. This provision will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.
- 10.12.8 Franchise Collector herein assures the City that said Franchise Collector will comply with Title VI of the Civil Rights Act of 1964 when federal grants are involved and other applicable federal and state laws, executive orders, and regulations prohibiting discrimination referenced herein. This Statement of Assurance shall be interpreted to include Veterans and Disabled Veterans within its protective range of applicability.
- 10.12.9 Each employee of Franchise Collector shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. Franchise Collector agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082) (c) (2).
- 10.12.10 Franchise Collector is required 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 from time to time.

ARTICLE 11. RECORD KEEPING AND REPORTING

11.1 Record Keeping

- 11.1.1 Franchise Collector shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. The City shall have the right to perform audits of Franchise Collector's records at its own expense, whenever the City deems it necessary.
- 11.1.2 Franchise Collector shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- 11.1.3 If federal, state, county or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Seminole, or any representative, as applicable, shall have access to any books, documents, papers, and records of Franchise Collector

that are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

11.1.4 Franchise Collector agrees to fully comply with all state laws relating to public records to specifically include the following:

- a. In accordance with Section 119.0701, Florida Statutes, Franchise Collector agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by the City pursuant to this Agreement may be considered public records pursuant to Chapter 119, Florida Statutes.
- b. Franchise Collector agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by the City in order to perform the services required by this Agreement. Franchise Collector also agrees to provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Franchise Collector shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Franchise Collector shall meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Franchise Collector upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- e. In the event that Franchise Collector fails to comply with the provisions of this clause and the City chooses to terminate the Agreement as specified in Article 15, or the City suffers a third party award of attorney's fees, costs or damages for violating the provisions of Chapter 119, Florida Statutes due to Franchise Collector's failure to comply with the provisions of this Article, the City shall be entitled to collect from Franchise Collector prevailing party attorney's fees and costs, and any damages incurred by the City, for enforcing this Paragraph against Franchise Collector. And, if applicable, the City shall also be entitled to reimbursement of any and all attorney's fees and damages which the City was required to pay a third party because of Franchise Collector's failure to comply with the provisions of this Paragraph. This provision shall survive the termination of this Agreement.

11.1.5 Franchise Collector agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

11.2 Reporting

11.2.1 Daily Report: Within one calendar day of occurrence, Franchise Collector shall electronically notify the City representative of any of the events listed below, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. If no such events occur, no notification is necessary.

- a. Non-collection as specified in Article 10.5.4, including cost estimates for Special Services when applicable.
- b. Incidences of property damage to public or private property by Franchise Collector as a result of Collection Services as specified by Article 10.9.

- 11.2.2 Monthly Report: Prior to the fifteenth (15th) of each month during the term of this Agreement, Franchise Collector shall electronically submit a report to the City Representative, in a format approved by the City Representative, which may include use of the service verification system reports when appropriate. The report shall contain the following information for the previous service month:
- a. A summary of complaints as specified in Article 10.6. Information provided shall include the date and time of call; name, address, and telephone number of person calling; nature of complaint; and Franchise Collector's response or action taken with respect thereto.
 - b. Tonnage of Solid Waste, Program Recyclables, Bulk Waste, and Yard Trash collected from Residences during the previous month, each reported separately, along with other documentation as requested by the City Representative.
 - c. Tonnage of Solid Waste and Recyclables collected from Commercial Customers during the previous month, each reported separately, along with other documentation as requested by the City Representative.
 - d. Tonnage of Solid Waste collected from Commercial Customers utilizing compaction or roll off services during the previous month, each reported separately, along with other documentation as requested by the City Representative.
 - e. The total number of Residential Solid Waste and Recyclables setouts, where setout is defined as the collection of at least one Container of the specified material per Residence during that month.
 - f. The residential recycling participation rate defined as the number of Residences with at least one Recyclables set out that month divided by the number of Residences with at least one Solid Waste set out that month.
 - g. A list of all Commercial Customers receiving compactor or roll-off service that month, including the type, number, and size of Container; frequency of service; and service rate charged for all service types.
 - h. A list of all Commercial Customers receiving Recyclables collection service that month, including the type, number, and size of Container; frequency of service; and service rate charged.
 - i. Cart and Container repair, replacement, exchange, and asset management reports including information as specified in Article 8.
 - j. A summary of Special Services provided as specified in Articles 5.2.5 and 6. Information provided shall include the date collection; address where material was collected; and type and amount of material collected.
 - k. All administrative fees due the City for commercial compactor and roll-off services as specified in Article 13.2.5.
 - l. All recycling revenue information as required in Article 13.4.
 - m. Tonnage of C&D collected from Residential and Commercial Customers utilizing dumpsters or roll-offs during the previous month, each recorded separately, along with other documentation as required by the City Representative.
- 11.2.3 Annual Reports: Within thirty (30) days of the end of each Calendar Year, Franchise Collector shall provide the City Representative a report, in a format approved by the City Representative, summarizing the following information for that Agreement Year:
- a. Compilation of information required in reports as specified in Articles 11.2.1 and 11.2.2.
 - b. Container repairs and replacements, as specified in Article 8.
 - c. Recycling report as required by Article 13.4.2.
 - d. Copy of the Recyclable Materials report due to FDEP detailing the types, quantities, and sources of Recyclable Materials processed at any facility that received

Recyclable Materials collected by the Franchise Collector pursuant to this Agreement.

- 11.2.4 Franchise Collector shall provide any additional information or reports as requested by the City Representative to monitor this Agreement or the City's solid waste and recycling programs.

ARTICLE 12. DISTRIBUTION OF INFORMATION AND EDUCATION

12.1 Distribution of Information

- 12.1.1 Prior to the Commencement Date and at least annually thereafter and after any changes in collection procedures, Franchise Collector shall provide each Residence with a brochure summarizing the obligations of residents and Franchise Collector regarding Solid Waste, Recyclables, Yard Trash, and Bulk Waste collection. The brochure shall include set out procedures, days of collection, complaint procedures, and contact information for the City and Franchise Collector. Brochure design, content, and method of distribution are subject to approval by the City Representative prior to distribution. Franchise Collector shall be responsible for all costs of producing and distributing brochures. Franchise Collector shall also provide the City with five hundred (500) brochures for distribution by the City. The City reserves the right to request additional brochures as necessary. Franchise Collector shall at no time distribute any promotional or educational materials to Residential Customers without prior written authorization from the City Representative.
- 12.1.2 Prior to the Commencement Date, and at least annually thereafter, and after any changes in collection procedures, Franchise Collector shall provide Commercial Customers with a brochure summarizing the obligations of Commercial Customers and Franchise Collector regarding Solid Waste and Recyclables, including set out procedures, current service rates and Container availability for both Solid Waste and Recycling collection, and complaint procedures. Brochure design and content are subject to approval by the City Representative prior to distribution. Brochures may be mailed by Franchise Collector and/or provided to the City to include with invoices. Franchise Collector shall also provide the City with five hundred (500) brochures for distribution by the City. The City reserves the right to request additional brochures as necessary. Franchise Collector shall be responsible for all costs of producing and distributing brochures. Franchise Collector shall at no time distribute any promotional and/or educational materials to Commercial Customers without prior written authorization from the City Representative.
- 12.1.3 Prior to the Commencement Date, and as requested by the City thereafter, Franchise Collector shall provide the City with electronic media summarizing the information contained in Residential Collection Service and Commercial Collection Service brochures specified in Articles 12.1.1 and 12.1.2. Electronic media design, content, and method of transmission to the City are subject to approval by the City Representative, and is intended for inclusion on the City's website. Franchise Collector shall be responsible for all costs of developing and producing electronic media, including periodic updates to reflect changes in program elements or service.
- 12.1.4 Franchise Collector shall work with the City to increase recycling participation at multifamily complexes. Upon request, Franchise Collector shall coordinate with the City Representative and multifamily complex owners/managers to discuss and implement collection of Recyclables. Upon request, Franchise Collector shall provide multifamily complexes with a brochure summarizing available services regarding collection of Recyclables, including current service rates and Container availability. Brochure design and content are subject to approval by the City Representative prior to distribution. Prior to implementation of Recyclables collection services at a multifamily complex, Franchise Collector shall be responsible for all costs of producing and distributing brochures.

Franchise Collector shall at no time distribute any promotional or educational materials to multifamily complexes without prior written authorization from the City Representative.

ARTICLE 13. COMPENSATION

13.1 Collection Service Rates

- 13.1.1 Collection Service rates paid by the City to Franchise Collector for Residential Collection Service and Commercial Collection Service, excluding compactor and roll-off services, shall be as provided in Exhibit 1.
- 13.1.2 Collection Service rates paid by the City to the Franchise Collector for Residences using dumpster service, as approved by the City, shall be the applicable commercial service rate.
- 13.1.3 Collection Service rates charged to Commercial Customers by Franchise Collector for compactor and roll-off services shall be as provided in Exhibit 1. In addition to these rates for compactors and roll-offs, Franchise Collector shall include an administrative fee per pull and shall remit this administrative fee to the City monthly with appropriate supporting documentation.
- 13.1.4 Prior to June 1, 2015 and June 1 each Agreement Year thereafter, Franchise Collector may petition the City, in writing, for an adjustment to the collection fee components of the service rates. If requested, such request must follow the formula specified in Exhibit 2, be submitted to the City Representative, and is subject to approval of the Commission. The Commission shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request. Should the Commission approve the request, fee adjustments shall become effective October 1 of that year.
- 13.1.5 The disposal fee component of the service rates shall be adjusted if and when the tipping fee at the Designated Facility changes as described in Exhibit 2.
- 13.1.6 Service rates charged by Franchise Collector for collection of Recyclables from Commercial Customers, including multifamily complexes, shall be less than or equal to the collection fee component of the service rate for a similar level of commercial Solid Waste collection service.
- 13.1.7 The City will be governed by Section 171.062, Florida Statutes, for newly annexed areas. Pursuant to Florida Statutes, the service rates for newly annexed areas will be charged at their existing rate or the City of Lake Mary rate, whichever is lower, for the first twelve (12) months following annexation. Franchise Collector shall be compensated by the City for this service at the rate so established less the current franchise fee for commercial service. Rates will be verified by submitting three (3) months prior invoices from the previous collection service provider. Beginning the thirteenth (13th) month following annexation, the rate will revert to the City of Lake Mary service rates in effect at that time, or service rates will be as provided by Section 171.062, Florida Statutes.

13.2 Collection Service Billing and Payment

- 13.2.1 The policy of the City of Lake Mary is to make payments in accordance with the Local Government Prompt Payment Act, Section 218 and Part VII, Florida Statutes. Payment shall be made by the City as specified herein.
- 13.2.2 The City will bill and collect payment from Residential Customers and Commercial Customers, excluding compactor and roll-off services.
- 13.2.3 Franchise Collector will bill and collect payment for the following:
 - a. Commercial compactor and roll-off services, including administrative fees specified in Article 13.1.3 herein and actual disposal fees.

- b. Recyclables collection service provided to Commercial Customers.
- 13.2.4 Within 30 days of the end of each month, the City shall remit payment to Franchise Collector for the following:
 - a. Residential Collection Services performed during that month based on the number of Residences billed, including Special Services.
 - b. Commercial Collection Services performed during that month based on the services billed, excluding commercial services billed by the Franchise Collector.
 - c. Costs and service fees associated with bear-proof carts as specified in Article 8.1.5.
- 13.2.5 Within 30 days of the end of each month, Franchise Collector shall remit payment to the City for the following:
 - a. Administrative fees due to the City for commercial compactor and roll-off service provided during that month.
 - b. Recycling Revenue for that month as specified in Article 13.4.
- 13.2.6 Franchise Collector is responsible for remitting all disposal fees to the Designated Facility for Solid Waste, Bulk Waste, and Yard Trash collected pursuant to this Agreement in a timely manner.

13.3 Change in Law

- 13.3.1 Franchise Collector may petition the City to adjust Franchise Collector's rates based on unusual and unanticipated increases in the cost of doing business caused by or arising from change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation establishing the increase in operating costs and the reasons therefore. The City shall be entitled to audit Franchise Collector's financial and operational records directly related to Franchise Collector's request in order to verify the increase in costs and the reasons therefore.
- 13.3.2 "Change in Law" means (i) the adoption, promulgation, or modification after the date of this Agreement of any law, regulation, order, statute, ordinance, or rule that was not adopted, promulgated, or modified on or before the date of this Agreement; or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Agreement, which in the case of either (i) or (ii) establishes requirements affecting Franchise Collector's operation under this Agreement more burdensome than the requirements that are applicable to Franchise Collector and in effect as of the Effective Date of this Agreement. A change in any federal, state, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, state or local entity imposes a fee, charge or tax after the Effective Date of this Agreement that applies to Franchise Collector's operations per se, such fee, charge or tax shall be treated as a Change in Law.
- 13.3.3 Franchise Collector's request must be made within one hundred twenty (120) days of the occurrence of such Change in Law and shall contain reasonable proof and justification to support the need for the rate adjustment. The City may request from Franchise Collector, and Franchise Collector shall provide, such further information within its possession as may be reasonably necessary in making its determination. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. The City shall make a reasonable determination based on the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

13.4 Recyclables Revenue

- 13.4.1 Franchise Collector shall pay the City the amount specified in Exhibit 3 for each Ton of Program Recyclables collected during the previous service month based on the inbound Tons of Program Recyclables as measured by the facility scales at which the Recyclables are initially received. Commercial Recyclables collected with Program Recyclables shall be considered Program Recyclables unless otherwise approved by the City.
- 13.4.2 At the end of each Agreement Year, Franchise Collector and the City shall adjust the amount of revenue received by the City, as specified in this Article and in Exhibit 3, for Program Recyclables collected during that year. No later than thirty (30) days after the end of each Agreement Year, Franchise Collector shall submit a recycling revenue report documenting the adjustment that includes the following information:
- The Base Market Value (BMV) of one Ton of Program Recyclables, as specified in Exhibit 3.
 - The total number of Tons of Program Recyclables collected during the year, as measured by the facility scales at which the Program Recyclables were first received.
 - The Annual Market Value (AMV) of one Ton of Program Recyclables, calculated as specified in Exhibit 3.
 - If the AMV is within twenty percent (20%) of the BMV, no adjustment shall be made.
 - If the AMV exceeds the BMV value by more than twenty percent (20%), Franchise Collector shall pay the City an amount equal to seventy five percent (75%) of the difference between the AMV and one hundred and twenty percent (120%) of the BMV, multiplied by the total Tons of Program Recyclables collected in that year.
 - If the BMV value exceeds the AMV by more than twenty percent (20%), the City shall pay Franchise Collector an amount equal to seventy five percent (75%) of the difference between eighty percent (80%) of the BMV and the AMV, multiplied by the total Tons of Program Recyclables collected in that year.
- 13.4.3 All commodity prices are Southeast USA regional commodity prices (U.S. Dollars per Ton) as provided by Recyclingmarkets.net. If at any time during the term of the Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable recovered material pricing information.
- 13.4.4 Monies due the City or Franchise Collector as a result of a recycling revenue adjustment shall be remitted within thirty (30) days of receipt of the revenue report by the City.

13.5 Reimbursement of Procurement Costs

Franchise Collector shall reimburse the City a total of thirty thousand dollars (\$30,000) for the cost of the procurement process that resulted in the award of this Agreement. Upon the Commencement Date, Franchise Collector shall remit to the City a check for ten thousand dollars (\$10,000.00). Thereafter, the City will deduct ten thousand dollars (\$10,000.00) from the amount owed to the Franchise Collector for the month of May 2015 and ten thousand dollars (\$10,000) from the amount owed to the Franchise Collector for the month of August 2015. In the event of termination for cause pursuant to Article 15.1, Franchise Collector shall remit any remaining unpaid reimbursement monies due to the City within thirty (30) days of such termination.

ARTICLE 14. PERFORMANCE

14.1 Performance and Payment Bond

- 14.1.1 Franchise Collector shall furnish and pay for bonds covering faithful performance of this Agreement and payment of all obligations arising thereunder by delivering to the City a Performance Bond in the amount equal to three hundred thousand dollars (\$300,000.00), in such a form as the City may prescribe and with a surety company acceptable to the City.
- 14.1.2 Performance Bonds shall be issued by a company licensed to sell bonds in the State of Florida and with a rating no less than A in the Best's Key Rating Guide. The City has the right, but not the obligation, to verify that requirements specified herein are met. The Performance Bond must be delivered to the City within thirty (30) days of notice of award and no later than the Commencement Date, and March 1st each Agreement Year thereafter. Failure or neglect to deliver said bonds as specified shall be considered breach or abandonment of Agreement. Letters of Credit are not acceptable in lieu of the required bonds. The Performance Bond shall be effective from the beginning of each Agreement Year until the City has acknowledged satisfactory performance for said year. The surety or sureties shall agree to adjust the bonds to the Agreement price as it may be modified and will be deemed to legally and conclusively waive notice of such change.

14.2 Questions Regarding Performance

To prevent disputes, it is understood that questions arising as to the proper performance and the amount to be paid under this Agreement shall be decided by the City Manager, subject to the right of Franchise Collector to appeal to the Commission as provided in Section 14.4.1, whose decision shall be final and appealable to the courts.

14.3 Right to Require Performance

The failure of the City at any time to require performance by Franchise Collector of any provisions hereof shall in no way affect the right thereafter to enforce same, nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.

14.4 Performance Penalties

- 14.4.1 Procedure for assessing performance penalties by the City is as follows:
- a. The City agrees not to impose performance penalties for the first thirty (30) days following the Commencement Date.
 - b. The City Manager shall conduct an appropriate investigation and discuss the relevant facts with Franchise Collector before the City decides to assess performance penalties pursuant to Article 14.4.2. The City shall not assess and Franchise Collector shall not be required to pay performance penalties in those cases where:
 - (i) After notice of the alleged complaint or performance deficiency, Franchise Collector resolved the matter within the time frames set forth in Article 10.6;
 - (ii) The delay or failure in Franchise Collector's performance was excused by the City; or
 - (iii) The delay or failure was due to unforeseeable causes that were beyond Franchise Collector's reasonable control, and without any fault or negligence of Franchise Collector. The City also may waive performance penalties in any other situation where the City Manager concludes, in his/her sole discretion, that Franchise Collector has demonstrated good cause for relief

- c. Prior to assessing performance penalties, the City shall provide written notice to Franchise Collector, indicating the City's intent to assess performance penalties and the basis for the City's position.
- d. After receiving the City's letter or electronic transmission (e-mail), Franchise Collector shall have ten (10) calendar days to file a written letter of protest with the City Manager.
- e. If a protest is timely filed, the matter shall be referred to the City Manager for resolution. The City Manager shall review the issues in a timely manner and then provide a written decision to Franchise Collector. If Franchise Collector does not agree with the City Manager's decision, Franchise Collector may file a request for review of the decision by the Commission. Franchise Collector must file its request within five (5) business days after receiving the City Manager's written decision or else Franchise Collector's right to contest the City Manager's decision shall be waived. The Commission shall hear the matter and render a decision. The performance penalty shall be stayed until such time as the Commission makes its review and renders its decision. Franchise Collector may seek judicial review.
- f. If a protest is not filed in a timely manner by Franchise Collector, or the City Manager concludes that performance penalties should be assessed and Franchise Collector does not file a timely request for Commission review, or the parties agree to the amount of the performance penalties, then Franchise Collector shall pay the performance penalties to the City within twenty (20) days after the deadline for Franchise Collector to take action. If Franchise Collector fails to pay the performance penalties in a timely manner, the City, at its option, may deduct the performance penalties from the City's next payment to Franchise Collector under this Agreement.

14.4.2 Performance penalty amounts are as follows:

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| a. | Failure to submit to the City all plans, reports, or other documents in the time required under the provisions of this Agreement, unless approved by the City Representative. | \$50.00 per day late after due date |
| b. | Failure to comply with the hours of operation as required (Article 5.3 and 6.3) | \$100.00 per occurrence per day |
| c. | Failure to provide or exchange Containers in the timeframe specified. (Article 8) | \$50.00 per day per occurrence |
| d. | Failure to maintain an adequate Cart and Container inventory. (Article 8.3) | \$100.00 per occurrence |
| e. | Unauthorized removal of Container. (Article 8.3.4) | \$100.00 per occurrence |
| f. | Changing routes or route order without proper notification (Article 10.3.2) | \$100.00 per occurrence |
| g. | Failure or neglect to complete each route on the regularly scheduled day (defined as at least 90% of customers on the route). (Article 10.3.3) | \$250.00 per incomplete route per day |
| h. | Failure or neglect to resolve complaints in the timeframe specified. (Article 10.6) | \$100.00 per complaint per day |

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| i. Failure to clean up spillage caused by Franchise Collector. (Article 10.7) | \$50.00 per occurrence per location |
| j. Failure to provide proper equipment as required. (Article 10.10) | \$250.00 per occurrence |
| k. Failure to properly cover materials in collection vehicles. (Article 10.10.1) | \$100.00 per occurrence per day |
| l. Failure to display Franchise Collector's name and phone number on collection vehicles. (Article 10.10.7) | \$100.00 per occurrence per day |
| m. Failure to maintain office hours as required. (Article 10.11) | \$100.00 per occurrence per day |

14.5 Disputes

Dispute resolution shall be by litigation.

ARTICLE 15. TERMINATION

15.1 Termination for Cause

The City may cancel this Agreement (except as otherwise provided below in this Article) by giving Franchise Collector thirty (30) days advance written notice, to be served as hereafter provided, upon the happening of any one of the following events:

- 15.1.1 Filing of Insolvency or Bankruptcy. Franchise Collector takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.
- 15.1.2 Declaration of Bankruptcy. By order or decree of a court, Franchise Collector is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Franchise Collector, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
- 15.1.3 Control by Receiver. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Franchise Collector, and such possession or control shall continue in effect for a period of sixty (60) days.
- 15.1.4 Failure to Perform Services of the Agreement. Franchise Collector has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the City Manager relative thereto and said default is not cured within thirty (30) days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Franchise Collector of written

demand from the City to do so, Franchise Collector fails to commence the remedy of such default within said thirty (30) days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof with Franchise Collector having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

- 15.1.5 Unauthorized Assignment. Assigning or subletting services to be provided under this Agreement without the written approval of the City, as provided in this Agreement.
- 15.1.6 Failure to Certify as a Drug Free Workplace. Franchise Collector's failure to complete the City's Drug Free Work Place Form by the specified date.
- 15.1.7 Failure to Provide Public Records. Franchise Collector fails to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, made or received by Franchise Collector in conjunction, in any way, with this Agreement.

15.2 Process for Termination for Cause

- 15.2.1 At the end of the thirty (30) day cure period as specified in Article 15.1, if the breach is not cured or significant steps have not been taken to commence a cure pursuant to the above, the default shall be presented to the Commission for action at a public hearing at the earliest possible available regularly scheduled meeting of the Commission. The Commission shall make a determination at the meeting whether or not the action in question is a breach of the terms of this Agreement. Franchise Collector agrees to be present at such hearing and show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of this Agreement.
- 15.2.2 Should Franchise Collector fail to appear or fail to show cause why it has abandoned, delayed, refused, failed or neglected to comply with the terms of the Agreement satisfactorily to the Commission, the Commission may declare a default of the Agreement and notify Franchise Collector of such declaration of default. The Commission shall then take such other action as it deems advisable, such as terminating this Agreement. In the event of a default described herein, Franchise Collector shall be liable to the City for all damages including, but not limited to, reasonable attorney fees and costs. Repeated failure to perform as required by this Agreement or repetitive defaults of similar nature shall be grounds for the City to terminate this Agreement.
- 15.2.3 Upon receipt by the City of such declaration of default, Franchise Collector agrees, upon request of the City, to discontinue the work.

15.3 Termination Due to Unavailability of Funds

When funds are not appropriated or otherwise made available by the City to support continuation of performance in a subsequent fiscal period, the Agreement may be cancelled by the City, and Franchise Collector will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred under the Agreement.

15.4 Termination for Convenience

The City may terminate this Agreement in whole, or in part, by giving Franchise Collector thirty (30) days advance written notice, to be served as hereafter provided, upon determination by the City Manager that such termination is in the best interest of the City. Any such termination shall be effected by the delivery, via mail or otherwise, to the address provided in Article 17.1, of a Notice of Termination specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Franchise Collector shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Franchise Collector. Franchise Collector shall be obligated to continue performance of services, in accordance with this Agreement, until the termination date and shall have no further obligation to perform services after the termination date.

15.5 Interim Collection Services

Notwithstanding anything contained herein to the contrary, for the failure of Franchise Collector to provide Collection Services for a period of five (5) consecutive work days, the City may secure Franchise Collector's billing records on the sixth (6) working day in order to provide interim agreement Collection Services until such time as the matter is resolved and Franchise Collector is again able to perform pursuant to this Agreement; provided, however, if Franchise Collector is unable for any reason or cause to resume performance at the end of thirty (30) working days, all liability of the City under this Agreement to Franchise Collector shall cease and this Agreement may be deemed terminated by the City.

15.6 Force Majeure

Notwithstanding any provision other than as set forth in this Article, the performance of this Agreement may be suspended and the obligations thereunder excused in the event that such performance is prevented by an event beyond the control of Franchise Collector due to an event of force majeure, and Franchise Collector acts in the following manner:

- 15.6.1 As a condition precedent, Franchise Collector shall notify the City in writing within forty-eight (48) hours, and affirmatively prove to the City within seven (7) days, the occurrence of a force majeure event and the time delay in the performance of the provisions of this Agreement.
- 15.6.2 Should the City find that a force majeure event has occurred, it shall extend the time for performance accordingly. In the event the City, exercising its reasonable discretion, finds that the force majeure event will prevent or alter performance for such a period of time as to make performance unreasonable, the City may declare the Agreement terminated.
- 15.6.3 A force majeure is defined for the purpose of this Agreement as compliance with any order of any governmental authority or court, acts of war, rebellion, insurrection, sabotage or damage resulting from fires, floods, explosions, washouts, riots, strikes, slowdowns and walkouts, lockouts, or events similar to these above. Any force majeure event or its effects must be affirmatively shown to have been beyond the reasonable control of Franchise Collector.
- 15.6.4 The parties further recognize that this Article shall in no way limit Franchise Collector's duty, as otherwise specified herein, to secure all necessary permits and comply with all applicable laws, regulations, or permit conditions. Any administrative or legal proceedings required to be carried out by Franchise Collector shall be pursued until all available appeals have been exhausted, unless written instruction to the contrary is received by Franchise Collector from the Commission.
- 15.6.5 Provided still further that in the event of strikes, slowdowns, walkouts, lockouts, industrial disturbances or other labor disputes, Franchise Collector will take all reasonable steps to continue full operation. Among such steps which shall be required would be the transfer of personnel from any other locations, hiring of additional short-term employees

and contracting with other entities to provide the necessary equipment or manpower required to perform Franchise Collector's responsibilities under this Agreement.

ARTICLE 16. INSURANCE REQUIREMENTS

16.1 Requirements

- 16.1.1 The Franchise Collector shall not commence work under this Agreement until it has obtained all insurance as specified in this Article. Franchise Collector shall not allow any subcontractor to commence work on subcontracts until after they have been approved by the City and similar insurance of the subcontractor has been obtained and approved by the City. Franchise Collector will have and maintain such insurance as will protect it from claims as follows, any or all of which may arise out of or result from Franchise Collector's operations under the Agreement, whether such operations be by itself or by any sub-franchise collector or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable:
- a. Workers' Compensation Laws, disability benefit laws, or other similar employee benefit laws;
 - b. Damages because of bodily injury, occupational sickness or disease, or death of its employees including claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual personal injury liability coverage;
 - c. Injury to or destruction of tangible property including loss of use resulting there from.
- 16.1.2 This insurance shall be written for not less than any limits of liability specified or required by law, whichever is greater. Before starting the work, Franchise Collector will file with the City certificates of such insurance acceptable to the City, naming the City as an additional insured for general liability, and automotive liability insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City. The insurance policies maintained pursuant to this Agreement shall contain an endorsement in substantially the following form:
- It is hereby understood and agreed that this insurance policy may not be modified or cancelled by the insurance company, nor the intention not to renew be stated by the insurance company until thirty (30) days after receipt by the City of Lake Mary City Manager by certified mail, of a written notice of such intention to cancel or not to renew.
- 16.1.3 Prior to the Effective Date and until termination or expiration of the Agreement, Franchise Collector shall procure and maintain insurance of the types and to the limits specified herein.
- 16.1.4 Workers' Compensation. Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
- a. Employer's Liability with a limit of one million dollars (\$1,000,000.00) for each accident.
 - b. Notice of Cancellation or Restriction. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation or restriction.
- 16.1.5 Comprehensive General Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the General Comprehensive General Liability Policy filed by the Insurance Services Offices, and must include minimum limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000.00) aggregate combined single limit for:

- a. Bodily Injury Liability and Property Damage Liability
 - b. Premises or Operations
 - c. Independent Contractors
 - d. Notice of Cancellation or Restriction. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation or restriction.
- 16.1.6 Comprehensive Automobile Liability. Coverage that must be afforded on a form no more restrictive than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
- a. Minimum limit of three million dollars (\$3,000,000.00) per each person, per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b. Owned Vehicles.
 - c. Hired and Non-Owned Vehicles.
 - d. Employee Non-Ownership.
 - e. Notice of Cancellation or Restriction. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation or restriction.

16.2 Certificates

- 16.2.1 Certificates of Insurance in triplicate evidencing the insurance coverage specified herein inclusive and certified copies of the required policies shall be filed with the City before operations begin. The required certificates of insurance shall name the types of policies provided and refer specifically to this agreement and section.
- 16.2.2 The City of Lake Mary shall be named as additional insured on all certificates and as applicable policies pertaining to this Agreement. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than A. The City reserves the right to verify any and all insurance specifications as provided herein at the City's discretion.
- 16.2.3 If the initial insurance expires prior to the completion of work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.
- 16.2.4 Change in Policy Limits. To offset the effects of inflation and to reflect changing liability limits, all of the coverage, limits, and amounts of the insurance provided for herein are subject to reasonable increases at the end of every two (2) year period of this Agreement, applicable to the next two (2) year period or termination date of this Agreement (whichever occurs first), at the City's discretion.

ARTICLE 17. SPECIAL CONDITIONS

17.1 Representatives

The authorized representatives for purposes of this Agreement shall be as listed below. Either party may change its representative upon five (5) days written notice to the other party.

City: City Manager
100 N. Country Club Road
Lake Mary, Florida 32746
(407) 585-1419

Franchise Collector: Waste Pro of Florida, Inc.
2101 West SR 434, Suite 315
Longwood, FL 32779

17.2 Indemnification “This indemnity will not apply to acts, omissions or defaults solely caused by the City.”

- 17.2.1 To the fullest extent provided by law, Franchise Collector hereby agrees to protect, defend, indemnify and hold harmless the City of Lake Mary, and its officials, representatives, agents, officers, and employees, representatives, and agents free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, incidental, special, consequential, indirect, environmental pollution, damages, attorney's fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character including disease, loss of property, services, wages, death or personal injury in connection with or arising directly or indirectly from the Franchise Collector's, its agents', servants', officers', officials', employees' or subcontractors' performance or non-performance under this Agreement. The Franchise Collector additionally agrees that the City may employ an attorney of the City's own selection to appear and defend any such action on behalf of the City, at the expense of the Franchise Collector. The Franchise Collector further agrees to pay all reasonable expenses and attorneys' fees incurred by the City in establishing the right to indemnity. The parties recognize and acknowledge that the first \$100 paid under this Agreement is consideration for this indemnification and any other indemnity given by the Franchise Collector pursuant to this Agreement.
- 17.2.2 Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.
- 17.2.3 Franchise Collector hereby agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
- 17.2.4 The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Franchise Collector or any subcontractor under any Workers' Compensation Act, Disability Benefit Act, or other Employee Benefit Act.
- 17.2.5 The City will not hold harmless or indemnify Franchise Collector for any liability whatsoever. THE FRANCHISE COLLECTOR ACKNOWLEDGES AND AGREES THAT BECAUSE OF THE UNIQUE NATURE OF THE UNDERTAKINGS CONTEMPLATED BY THIS AGREEMENT, IT IS DIFFICULT OR IMPOSSIBLE TO DETERMINE WITH PRECISION THE AMOUNT OF DAMAGES THAT WOULD OR MIGHT BE INCURRED BY THE CITY AS A RESULT OF A BREACH OF THIS AGREEMENT BY THE CITY. HOWEVER, IN NO EVENT, BECAUSE OF A BREACH OF THIS AGREEMENT OR ANY OTHER CAUSE, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY, DELAY OR OTHERWISE, ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE BY THE CITY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, SUITS BY THIRD PERSONS, SHALL THE CITY BE LIABLE FOR OR OBLIGATED IN ANY MANNER, EXCEPT TO THE EXTENT EXPRESSLY AND SPECIFICALLY RECOGNIZED IN THIS AGREEMENT, TO PAY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE INCURRED BY IT WHETHER OCCURRING DURING OR SUBSEQUENT TO THE PERFORMANCE OF THIS AGREEMENT.

17.3 Transfer of Ownership

This Agreement shall not be assigned or transferred without the consent of the Commission. The City will have full discretion to deny, with or without cause, any proposed assignment. If Franchise Collector is a corporation, controlling interest in the corporation shall not be sold without the consent of the City, which consent, if given, shall be evidenced by a resolution of the Commission.

17.4 Severability

If any provisions or portion of a provision of this Agreement proves to be unconstitutional, invalid, unlawful, or unenforceable, it shall not be held to invalidate or impair the validity, force, or effect of any other provisions or part of this Agreement. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of essence of the Agreement, at the option of the City, be held void.

17.5 Changes by the City

- 17.5.1 Any and all terms of this agreement may be modified by consent of both the City and Franchise Collector.
- 17.5.2 During the term of this Agreement, the City may, at its sole discretion, increase or decrease the level of service, add or delete required services, or otherwise change the work required to be performed by Franchise Collector. Under such conditions, the parties shall negotiate the changes in the applicable rates brought about by such change in service. Such changes shall be incorporated by written amendment to this Agreement.

17.6 Successors and Assigns

The City and Franchise Collector each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City and Franchise Collector, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Franchise Collector.

17.7 Taxes

The City is exempt from federal Excise and Sales taxes. Tax exemption number: State #85 8015179411C-6.

17.8 No General City Obligation

- 17.8.1 In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.
- 17.8.2 No lien or security interest in any City property may be created in relation to this Agreement.

17.9 Compliance with Laws

- 17.9.1 Franchise Collector at all times shall be familiar with and observe and comply with all Applicable Law and shall indemnify and save harmless the City of Lake Mary against any claims or liability arising from, or based on, the violation of any such laws, ordinances, rules, codes, regulations, orders, patent infringements or decrees.
- 17.9.2 Franchise Collector is assumed to have made itself familiar with all Applicable Law which in any manner affects those engaged or employed in the work, or the materials or

equipment used in or upon the work, or in any way affects the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

17.10 Venue and Attorneys' Fees

- 17.10.1 This Agreement is made in the State of Florida and shall be governed by Florida law. Seminole County, Florida, shall be proper venue for any litigation involving this Agreement, and Orlando, Florida for actions in federal court.
- 17.10.2 The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals.
- 17.10.3 All companies doing business with the City of Lake Mary must do so in the English language and make proposals or other money quotations in U.S. currency.

17.11 Sovereign Immunity

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

17.12 Additional Purchases by Other Public Agencies

Franchise Collector authorizes other public agencies to "piggy-back" or purchase services specified herein at prices proposed, as mutually agreed upon by Franchise Collector and the public agency.

17.13 Miscellaneous

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of the Agreement. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be duly executed, in duplicate, this _____ day of _____, 2014.

CITY OF LAKE MARY, FLORIDA

By: _____
Print Name: David J. Mealor
Print Title: Mayor

ATTEST:

Print Name: Carol A. Foster
Print Title: City Clerk

WASTE PRO OF FLORIDA, INC.

By: _____
Print Name: _____
Print Title: _____

ATTEST:

Print Name: _____
Print Title: _____

EXHIBIT 1 SERVICE RATES

Solid Waste Collection Rates Effective March 1, 2015

		Weekly Pickup Frequency for Commercial Container Service								
	Container Size	1	2	3	4	5	6	7	Extra PickUp	
City	96 gal (HAP)	\$ 32.62								
Waste Pro	Total	\$ 28.08								
	Collection	\$ 25.01								
	Disposal	\$ 3.07								
City	2 Yard	\$ 67.73	\$ 111.83	\$ 155.82	\$ 199.92	\$ 243.92	\$ 288.02	\$ 332.01	\$ 40.00	
Waste Pro	Total	\$ 48.37	\$ 90.98	\$ 127.83	\$ 173.90	\$ 209.59	\$ 238.38	\$ 254.51	\$ 19.94	
	Collection	\$ 35.47	\$ 65.17	\$ 89.12	\$ 122.29	\$ 145.07	\$ 160.96	\$ 164.19	\$ 16.96	
	Disposal	\$ 12.90	\$ 25.81	\$ 38.71	\$ 51.61	\$ 64.52	\$ 77.42	\$ 90.32	\$ 2.98	
City	3 Yard*	\$ 92.72	n/a	n/a	n/a	n/a	n/a	n/a	\$ 40.00	
Waste Pro	Total	\$ 69.10	n/a	n/a	n/a	n/a	n/a	n/a	\$ 21.57	
	Collection	\$ 49.74	n/a	n/a	n/a	n/a	n/a	n/a	\$ 17.10	
	Disposal	\$ 19.36	n/a	n/a	n/a	n/a	n/a	n/a	\$ 4.47	
City	4 Yard	\$ 118.44	\$ 206.54	\$ 294.63	\$ 382.73	\$ 470.82	\$ 558.92	\$ 647.01	\$ 40.00	
Waste Pro	Total	\$ 89.82	\$ 170.43	\$ 224.57	\$ 299.41	\$ 358.15	\$ 443.37	\$ 495.18	\$ 23.19	
	Collection	\$ 64.01	\$ 118.82	\$ 147.15	\$ 196.18	\$ 229.12	\$ 288.53	\$ 314.53	\$ 17.23	
	Disposal	\$ 25.81	\$ 51.61	\$ 77.42	\$ 103.23	\$ 129.03	\$ 154.84	\$ 180.65	\$ 5.96	
City	6 Yard	\$ 162.34	\$ 292.68	\$ 423.02	\$ 553.37	\$ 683.61	\$ 813.95	\$ 944.30	\$ 40.00	
Waste Pro	Total	\$ 125.10	\$ 223.66	\$ 322.23	\$ 432.13	\$ 522.41	\$ 620.14	\$ 721.19	\$ 26.45	
	Collection	\$ 86.39	\$ 146.24	\$ 206.10	\$ 277.29	\$ 328.86	\$ 387.88	\$ 450.22	\$ 17.51	
	Disposal	\$ 38.71	\$ 77.42	\$ 116.13	\$ 154.84	\$ 193.55	\$ 232.26	\$ 270.97	\$ 8.94	
City	8 Yard	\$ 208.72	\$ 382.44	\$ 556.27	\$ 729.99	\$ 903.72	\$ 1,077.44	\$ 1,269.03	\$ 40.00	
Waste Pro	Total	\$ 162.39	\$ 291.58	\$ 420.80	\$ 558.02	\$ 690.82	\$ 821.97	\$ 954.76	\$ 29.70	
	Collection	\$ 110.78	\$ 188.35	\$ 265.96	\$ 351.57	\$ 432.75	\$ 512.29	\$ 593.46	\$ 17.78	
	Disposal	\$ 51.61	\$ 103.23	\$ 154.84	\$ 206.45	\$ 258.07	\$ 309.68	\$ 361.30	\$ 11.92	

*Service no longer offered

Residential Collection Rate

City	18.00	
Waste Pro	Total	13.96
	Collection	10.75
	Disposal	3.21

Service level 1 garbage/1 recycling/1 yard waste/week

The Forest Club

City	3,840.51	
Waste Pro	Total	2,910.90
	Collection	incl.in total
	Disposal	incl.in total

Rear-Door (Door-side)

City	24.00	
Waste Pro	Total	13.96
	Collection	10.75
	Disposal	3.21

Smathers/Anderson - per Section 5.2.3 residential dumpster

City	77.31	
Waste Pro	Total	58.76
	Collection	incl.in total
	Disposal	incl.in total

COMMERCIAL SERVICE - Compactors and Roll-Offs (1)		
Container Size	Container Rental & Maintenance per month	Fee per Pull (2)
20 cy Compactor	\$375.00	\$183.00
30 cy Compactor	\$375.00	\$183.00
34 cy Compactor	\$375.00	\$183.00
35 cy Compactor	\$375.00	\$183.00
40 cy Compactor	\$375.00	\$183.00
20 cy Roll Off	\$0.00	\$183.00
30 cy Roll Off	\$0.00	\$183.00
40 cy Roll Off	\$0.00	\$183.00

- (1) Waste Pro will invoice customers directly for these services.
- (2) In addition to these rates for compactors and roll-offs, Waste Pro shall include an administrative fee of \$20 per pull and remit to the City Monthly.

EXHIBIT 2 RATE ADJUSTMENTS

A. Collection Component

Upon request by Franchise Collector and subsequent approval by the Commission, the collection component of service rates may be adjusted once per year as follows:

- 1) Ninety percent (90%) of the collection component shall be adjusted based on the percentage change in the Consumer Price Index between the month of February in the current year and the month of February in the preceding year, rounded to the hundredth of a percent. The CPI will be the Consumer Price Index for the All Urban Consumers, U.S. City Average, All Items – not seasonally adjusted (Series ID: CUUR0000SA0).
- 2) Ten percent (10%) of the collection component shall be adjusted based on the percentage change in the Fuel Price between the average monthly fuel price from February of the prior year through January of the current year prior, and the average monthly fuel price from prior February through January, rounded to the nearest hundredth of a percent.
 - Should Franchise Collector primarily utilize diesel in providing Collection Services, the Fuel Index will be the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur Diesel (0-15 ppm) Retail Prices (cents per gallon).
 - Should Franchise Collector primarily utilize compressed natural gas (CNG) in providing Collection Services, the Fuel Index will be the Henry Hub Gulf Coast Natural Gas Spot Price (dollars per million BTU/7.17 dge).
- 3) The total adjustment to the collection component (rounded to the nearest whole cent) of a service rate in any given year shall not exceed four percent (4%) of the collection component of the previous year's rate.
- 4) If the source of the CPI or Fuel Price is discontinued or substantially altered, the City may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

Sample Calculation of Collection Component Adjustment

Assumptions (for illustrative purposes only):

- Current Collection Component (CC) = \$8.00
- CPI in February 2014 = 212.416
- CPI in February 2015 = 215.080
- % Change in CPI (Δ CPI) = 1.25%
- Avg. monthly Fuel Price Feb 2013-Jan 2014 = 3.005
- Avg. monthly Fuel Price Feb 2014-Jan 2015 = 3.526
- % Change in Fuel Price (Δ FP) = 17.34%

$$\begin{aligned}\text{Collection Component Adjustment} &= (0.9 \times \text{CC} \times \Delta\text{CPI}) + (0.1 \times \text{CC} \times \Delta\text{FP}) \\ &= (0.9 \times \$8.00 \times 1.25\%) + (0.1 \times \$8.00 \times 17.34\%) \\ &= (\$0.09) + (\$0.1387) = \$0.23\end{aligned}$$

Since \$0.23 is less than 4% of the current collection component (\$0.32),
the new collection component = \$8.00 + \$0.23 = \$8.23

B. Disposal Component

The disposal component of service rates shall be adjusted if and when the tipping fee charged at the Designated Facility changes. The disposal components of service rates provided in Exhibit 1 are based on a tipping fee of \$33.17 per Ton.

Sample Calculation for Disposal Component Adjustment

Assumptions (for illustrative purposes only):

- Current tipping fee = \$33.17
- New tipping fee = \$38.00

$$\begin{aligned}\text{New Solid Waste Disposal Fee Component for Carts and Non-compaction dumpsters} \\ &= 100 \text{ lbs/cy} \times (1 \text{ Ton}/2000 \text{ lbs}) \times \$38.00/\text{Ton} = \$1.90/\text{cy}\end{aligned}$$

EXHIBIT 3 RECYCLABLES REVENUE

A. Payment per Ton

On a monthly basis, Franchise Collector shall remit payment to the City of \$(BID PRICE TO BE INSERTED) per Ton for each Ton of Program Recyclables collected during that month based on the inbound Tons of Program Recyclables as measured by the facility scales at which Program Recyclables are initially received.

B. Annual Adjustment to Recyclables Revenue

At the end of each Agreement Year and pursuant to Article 13.4.2, Franchise Collector and the City shall adjust the amount of revenue received by the City, as specified below for Program Recyclables collected during that year.

- 1) Base Market Value (BMV): For the purpose of calculating recycling revenue due to the City, Franchise Collector hereby agrees that the BMV of the City's Program Recyclables is \$113.24 per Ton, as calculated below. The BMV is based on the Southeast USA regional commodity prices (U.S. Dollars per Ton) for each commodity listed first posted for the month of January 2012 in Recyclingmarkets.net.

BMV Calculation						
Material	Index Description	Index Value	Market Value	Material %	Average	
Newspaper	PS 8 baled, F.O.B. seller's dock	62.5	\$ 62.50	19.4%	\$ 12.13	
Corrugated Containers	PS11 baled, F.O.B. seller's dock	105	\$ 105.00	10.2%	\$ 10.71	
Mixed Paper	PS 1 baled, F.O.B. seller's dock	52.5	\$ 52.50	24.4%	\$ 12.81	
Aseptic Cartons	PS 52 baled, F.O.B. seller's dock	0	\$ -	0.4%	\$ -	
Aluminum Cans	Cents/lb., sorted, baled, & delivered	67.5	\$ 1,350.00	2.0%	\$ 27.00	
Steel Cans	\$/Ton, sorted, baled & delivered	115	\$ 115.00	3.0%	\$ 3.45	
PET	Cents/lb., baled & picked up	17	\$ 340.00	5.2%	\$ 17.68	
Natural HDPE	Cents/lb., baled & picked up	36	\$ 720.00	2.5%	\$ 18.00	
Colored HDPE	Cents/lb., baled & picked up	26.75	\$ 535.00	2.6%	\$ 13.91	
Plastics #3-7	Comingled #3-7, cents/lb baled & picked up	0.25	\$ 5.00	2.5%	\$ 0.13	
Bulky Rigid Plastics	Cents/lb., baled & picked up	0.25	\$ 5.00	1.3%	\$ 0.07	
Glass (3 Mix)	\$/Ton, delivered	-10	\$ (10.00)	22.5%	\$ (2.25)	
Contamination	N/A (shall remain fixed at 0)	N/A	\$ -	4.0%	\$ -	
				100.0%	\$ 113.64	

2) Average Market Value (AMV): Franchise Collector shall calculate the AMV defined as the sum of the average price for each commodity listed in the table below, first posted in each month of the Agreement Year, multiplied by the composition percentages as provided in the table below. An example AMV calculation is provided below. Commodity prices provided are assumptions for illustrative purposes only. All commodity prices shall be Southeast USA regional commodity prices (U.S. Dollars per Ton) as provided by Recyclingmarkets.net.

Material	Index Description	Southeast USA regional Commodity Prices (\$/Ton) first posted in each month by RecyclingMarkets.net.												Annual Market Value (AVG) x Material %		
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)		AVG (Σ a-l)/12	Material %
		15-Mar	15-Apr	15-May	15-Jun	15-Jul	15-Aug	15-Sep	15-Oct	15-Nov	15-Dec	16-Jan	16-Feb			
Newspaper	PS 8 baled, F.O.B. seller's dock	\$ 77.50	\$ 77.50	\$ 75.00	\$ 67.50	\$ 67.50	\$ 62.50	\$ 62.50	\$ 62.50	\$ 62.50	\$ 77.50	\$ 80.00	\$ 85.00	\$ 71.50	19.40%	\$ 13.87
Corrugated Containers	PS11 baled, F.O.B. seller's dock	\$ 112.50	\$ 125.00	\$ 122.50	\$ 122.50	\$ 127.50	\$ 127.50	\$ 125.00	\$ 127.50	\$ 122.50	\$ 117.00	\$ 125.00	\$ 130.00	\$ 123.70	10.20%	\$ 12.62
Mixed Paper	PS 1 baled, F.O.B. seller's dock	\$ 70.00	\$ 70.00	\$ 67.50	\$ 62.50	\$ 62.50	\$ 57.50	\$ 52.50	\$ 52.50	\$ 52.50	\$ 55.00	\$ 58.00	\$ 62.50	\$ 60.30	24.40%	\$ 14.71
Aseptic Cartons	PS62 baled, F.O.B. seller's dock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.40%	\$ -
Aluminum Cans	Cenislb., sorted, baled, & delivered	\$ 1,590.00	\$ 1,530.00	\$ 1,510.00	\$ 1,490.00	\$ 1,430.00	\$ 1,410.00	\$ 1,460.00	\$ 1,410.00	\$ 1,370.00	\$ 1,440.00	\$ 1,500.00	\$ 1,550.00	\$ 1,474.20	2.00%	\$ 29.48
Steel Cans	\$/Ton, sorted, baled & delivered	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	\$ 115.00	3.00%	\$ 3.45
PET	Cenislb., baled & picked up	\$ 416.00	\$ 420.00	\$ 390.00	\$ 370.00	\$ 350.00	\$ 346.00	\$ 346.00	\$ 346.00	\$ 336.00	\$ 340.00	\$ 340.00	\$ 360.00	\$ 363.30	5.20%	\$ 18.89
Natural HDPE	Cenislb., baled & picked up	\$ 650.00	\$ 670.00	\$ 710.00	\$ 726.00	\$ 746.00	\$ 720.00	\$ 766.00	\$ 756.00	\$ 746.00	\$ 570.00	\$ 520.00	\$ 530.00	\$ 675.80	2.50%	\$ 16.90
Colored HDPE	Cenislb., baled & picked up	\$ 516.00	\$ 540.00	\$ 400.00	\$ 380.00	\$ 330.00	\$ 310.00	\$ 350.00	\$ 420.00	\$ 486.00	\$ 370.00	\$ 320.00	\$ 310.00	\$ 394.30	2.60%	\$ 10.25
Plastics #3-7	Comingled #3-7, cenislb baled & picked up	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	2.50%	\$ 0.15
Bulky Rigid Plastics	Cenislb., baled & picked up	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00	1.30%	\$ 0.08
Glass (3 Mix)	\$/Ton, delivered	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	\$ (10.00)	22.50%	\$ (2.25)
Contamination	N/A (shall remain fixed at 0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4.00%	\$ -
															100.00%	\$ 118.15

3) If the AMV is within twenty percent (20%) of the BMV, no adjustment shall be made.

4) If the AMV is more than twenty percent (20%) higher than the BMV (is greater than \$136.37), Franchise Collector shall pay the City an amount equal to seventy five percent (75%) of the difference between the AMV and one hundred and twenty percent (120%) of the BMV (\$136.37), multiplied by the total Tons of Program Recyclables collected in that year.

5) If the AMV is more than (20%) lower than the BMV (is less than \$90.91), the City shall pay Franchise Collector an amount equal to seventy five percent (75%) of the difference between eighty percent (80%) of the BMV (\$90.91) and the AMV, multiplied by the total Tons of Program Recyclables collected in that year.

Sample Calculations of Annual Revenue Adjustment

Assumptions (for illustrative purposes only):

- \$ per Ton = \$50.00
- Total Tons collected during the Agreement Year = 1,800

If AMV = \$90.91 through \$136.37, then no additional payment is due by Franchise Collector to the City or by the City to Franchise Collector.

If AMV = \$140.00, then the amount owed by Franchise Collector to the City = $(\$140.00 - \$136.37) \times 75\% \times 1,800 \text{ tons} = \$4,900.50$

If AMV = \$87.00, then the amount owed by the City to Franchise Collector = $(\$90.91 - \$87.00) \times 75\% \times 1,800 \text{ Tons} = \$5,278.50$

Revenue/Ton = (\$ per Ton) x (Total Tons) = \$65.00 x 150 Tons = \$9,750.00

A. Franchise Collector accepts and acknowledges the following:

- 1) The material percentages used for calculating the BMV and AMV are best estimates of the composition of Program Recyclables as delivered to the facility at which they are initially received (inbound Program Recyclables) and are fixed for the purposes of calculating revenue adjustments. Because different processors use different equipment and technologies, they will have varying amounts of processing residue. Therefore, the material percentages do not attempt to estimate or include processing residue. Franchise Collector has utilized its industry knowledge and experience processing materials similar to Program Recyclables as defined herein in evaluating the accuracy of these percentages and developing its bid.
- 2) The material percentages used for calculating the AMV shall be revised only upon completion of a Program Recyclables composition study that meets the requirements specified herein.
 - a) The study entails sampling and manual sorting of inbound Program Recyclables, not processing Program Recyclables through a sorting line that includes mechanized equipment. Inbound Program Recyclables means Program Recyclables as initially delivered to a facility following collection, not Program Recyclables after being transloaded through another facility. The final methodology is subject to written approval by the City.
 - b) The study shall be conducted by a qualified entity with demonstrated experience conducting Recyclables composition studies in the Southeast United States. Selection of such entity is subject to written approval by the City.
 - c) The City reserves the right to have a representative onsite throughout the composition study.
 - d) Study results are subject to final approval by the City. If approved by the City, adjustments to the composition percentages provided in herein shall be made and shall become effective for the following month and the remainder of the Agreement, or until further adjusted in a future composition study.
 - e) The composition study shall be paid for by the party requesting such study unless otherwise agreed upon.
- 3) The market index utilized is intended to reflect the average value, in the Southeast United States, of each material included in Program Recyclables. It is not intended to equate to the commodity revenue received by the Franchise Collector. Franchise Collector has taken this into consideration when developing its bid.
- 4) For the purposes of revenue calculation, the value of contamination shall remain fixed at zero dollars (\$0.00). The Franchise Collector has taken this into consideration when developing its bid for services.
- 5) Any and all costs associated with accepting, processing, marketing, and transporting Program Recyclables shall be the responsibility of the Franchise Collector.
- 6) The revenue formula shall be used for calculating revenue throughout the term of the Agreement.

EXHIBIT 4 CONTAINER SPECIFICATIONS

The specifications herein describe the minimum acceptable features and performance requirements for Garbage and Recycling Carts including RFID technology.

All commercial Containers, including roll-offs and compactors, provided by the incoming Franchise Collector must be in new or like-new condition, including, but not limited to, being rust free, freshly painted, and in good working order. Final determination of new, or like-new, condition will be made by the City. Any Contractor not meeting the specifications provided will be subject to replacement at the City's discretion. The City intends to conduct audits of Commercial Containers as necessary.

GARBAGE and RECYCLING CARTS	
Body Quality	<ul style="list-style-type: none"> • Carts and lids must be made from injection-molding • Smooth interior surface, free from crevices, recesses, projections, and obstructions • Reinforced rim to add structural strength and stability, and to provide a flat surface for lid closure • Wall thickness of 0.175" throughout body, minimum of 0.14"; 0.185" at critical wear points including bottom, handle, and left mechanism • Double drag rail on Cart bottom; reinforced base with molded-in wear strip • Lid attachments must be constructed of weather resistant plastic only • Wheels shall be snap-on, composed of extra high molecular weight polyethylene; at least 10" in diameter and 1.75" wide with knobby treads
Construction Material	<ul style="list-style-type: none"> • High-density polyethylene (HDPE) • Off-spec or wide spec material and dry-blending of material is not acceptable • 20% Recycled content minimum
Size (Capacity)	<ul style="list-style-type: none"> • 96 gallons (+/- 3%) • 64 gallons (+/- 3%) • 35 gallons (+/- 3%)
Dimensions	<ul style="list-style-type: none"> • 96 gallons 45" height, 33" depth, 28.5" width • 64 gallons 40.25" height, 28" depth, 26.5" width • 35 gallons 39" height, 22" depth, 20" width
Colors	<ul style="list-style-type: none"> • Green (Residential Garbage) • Green (Commercial Garbage) • Pepsi Blue (All Recycling) • Non-fading; integrated UV stabilizer additive no less than 1.5% by weight • Painted carts are unacceptable • Exact color codes to be approved by the City
Markings	<ul style="list-style-type: none"> • Unique serial numbers permanently marked or barcoded on the front face of the cart body • Commercial: Franchise Collector logo hot stamped on each side. • Residential Carts: City Logo hot stamped on each side, City will provide detail • In-mold labeling; City will provide detail
Load Rating	<ul style="list-style-type: none"> • Minimum of 3.5 lbs per gallon; conforming to ANSI Standard Z245.30
Warranty	<ul style="list-style-type: none"> • Minimum 10 years
Lift Systems	<ul style="list-style-type: none"> • Must be compatible with American semi-automated bar-locking lifters and fully-automated arm lifters • Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon Carts • Lower bar be galvanized metal 1" in diameter, with length not more than 9 ½", and must come pre-installed • Bolted on bars are not acceptable

EXHIBIT 4 CONTAINER SPECIFICATIONS (CONTINUED)

RFID TECHNOLOGY	
Standards	<ul style="list-style-type: none"> • ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts
Technical Specifications	<ul style="list-style-type: none"> • RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz • Read range: 6 foot minimum • Protocol: EPC Class 1 Gen 2
Environmental Specifications	<ul style="list-style-type: none"> • RFID tags must have an optimal operating temperature of -40°F to +149°F • Waterproof • Chemical resistant appropriate for Solid Waste collection application • Mechanical resistant appropriate for Solid Waste collection application
Mounting Specifications	<ul style="list-style-type: none"> • Encapsulated tag designed for mounting • Mounting surfaces: Metal, plastic, etc.
Memory Requirement	<ul style="list-style-type: none"> • EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer
Supporting Software	<ul style="list-style-type: none"> • Web-based

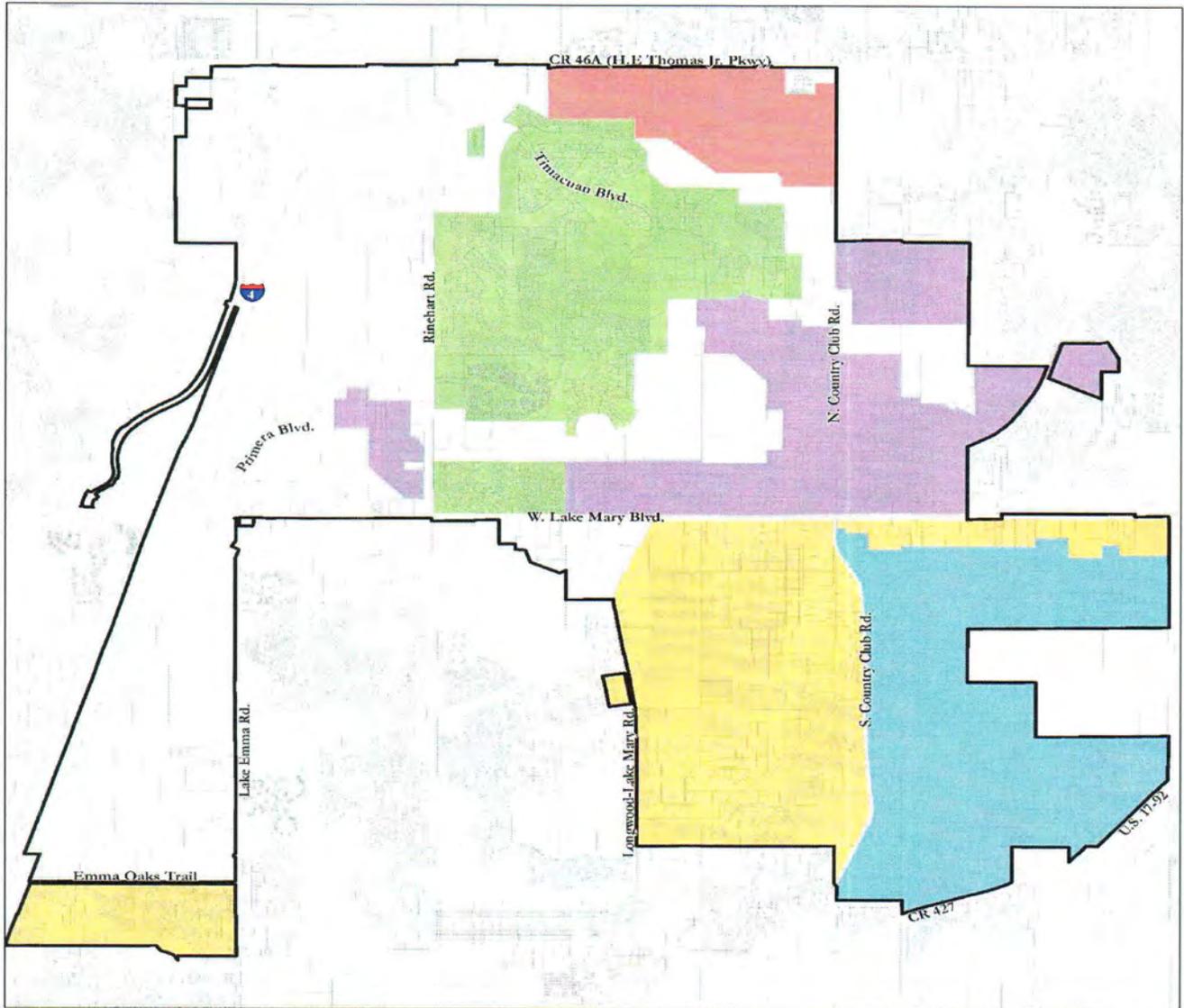
EXHIBIT 5 CITY FACILITIES

Franchise Collector shall provide Collection Services to the following City Facilities at no cost to the City, including disposal fees.

City Facility	# Containers	Container size(s)	Service Type(s)	Pick-ups per Week
City Hall 100 N. County Club Road	1 3	6 cy Dumpster 96 gal Carts	Solid Waste Recycling	M/W/F M
Municipal Services Building 911 Wallace Court	2 4	6 cy Dumpster 96 gal Carts	Solid Waste Solid Waste	M/Th W
Police Station 165 E. Crystal Lake Avenue	1	6 cy Dumpster	Solid Waste	M/W/F
Community Center 140 E. Wilbur Avenue	1	4 yd Dumpster	Solid Waste	F
Events Center 260 N. Country Club Road	1 1	8 cy Dumpster 64 gal Cart	Solid Waste Recycling	M/W/F M
Parks & Recreation Society 490 N. Country Club Road	1 5	6 cy Dumpster 64 gal Carts	Solid Waste Recycling	M/Th M
Fire Station #33 145 E. Crystal Lake Road	1 2	6 cy Dumpster 64 gal Carts	Solid Waste Recycling	M/Th M
Liberty Park 455 N. Country Club Road	1	4 yd Dumpster	Solid Waste	M/Th
Sports Complex 550 Rantoul Lane	1	6 cy Dumpster	Solid Waste	M/Th
Public Works Complex 235 Rinehart Road	1 1 1	20 cy Roll-off 6 cy Dumpster 6 cy Dumpster	Solid Waste Solid Waste Solid Waste	On call M/Th Th
Employee Health Clinic 170 Seminole Avenue	3	96 gal Carts	Solid Waste	M
SunRail Station Crystal Lake Avenue & Palmetto Street	TBD	TBD	TBD	TBD

EXHIBIT 6 SERVICE AREA MAP

Residential and Commercial (Carts) Garbage and Recycling Schedule. Note: Bulk Waste, and Yard Waste not to exceed 4 cubic yards per Residence per pickup, shall be collected on the day following the scheduled garbage and recycling pickup.



Monday
 Tuesday
 Wednesday
 Thursday
 Friday



Garbage/Recycle

Monday
 Tuesday
 Wednesday
 Thursday
 Friday

Yard Waste/Bulk Waste

Tuesday
 Wednesday
 Thursday
 Friday
 Monday