



CITY OF DELAND
REGULAR MEETING OF THE CITY COMMISSION
SEPTEMBER 7, 2022 AT 7:00 PM
CITY HALL, COMMISSION CHAMBERS
120 SOUTH FLORIDA AVENUE

AGENDA

CALL TO ORDER

INVOCATION-Pastor Mike Modica, First Assembly DeLand

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC HEARING

1. Resolution Approving FY 2022-2023 Tentative Millage Rate.

First public hearing establishing a tentative operating millage rate to support the FY 2022-2023 budget at 6.5841 mills. The tentative operating millage rate of 6.5841 mills is 7.02% above the rolled-back millage rate of 6.1520 mills.

2. Resolution Approving FY 2022-2023 Tentative Budget.

First public hearing on the tentative FY 2022-2023 budget. The tentative FY 2022-2023 budget for the General Fund is \$41,031,866, while City-wide is \$151,112,990 excluding the Spring Hill and Downtown CRA's or \$153,295,660 including the Spring Hill and Downtown CRA's.

PRESENTATIONS

1. Promotion of Matthew Whittier from a Sergeant to the Rank of Lieutenant.
2. Presentation re Gateway Signs and Landscaping.

CONSENT AGENDA

1. Consideration re Renewal of Contract for City Paid Life Insurance with National Insurance Service (NIS).

City Paid Life Insurance renewal for FY 2022-2024.

2. Consideration re Renewal of Contract for City Paid Life and ADD Insurance for Public Safety Employees with the Hartford Insurance Company.

Renew City paid life and ADD insurance for the public safety employees.

3. Consideration re Agreement with Southeast Volusia Humane Society, Inc.

It is recommended that the City Commission approve the FY 22-23 agreement with Southeast Volusia Humane Society Inc.

4. Resolution Approving Amendment #1 FDOT Public Transportation Grant Agreement Award for Construction to Rehabilitate Airfield Lighting Electrical Homeruns.

Staff recommends that the City Commission accept FDOT Amendment #1 Grant Number 447565-1-94-01 and also approve the accompanying resolution authorizing the Major-Commissioner to execute the grant on behalf of the City of DeLand.

5. Consideration re Change Order No. 3 SGS Contracting Services Inc.

Staff recommends that the City Commission approve Change Order No. 3, allowing SGS Contracting Services to perform the work necessary and extension of time to complete the WRF Digester Upgrade project located at the Wiley M. Nash WRF Facility.

PETITIONS AND REQUESTS FROM THE PUBLIC PRESENT

OLD BUSINESS

1. Second Reading of Ordinance No. 2022-19, Relating to Gas System Franchise for Florida Public Utilities Company.

Ordinance relating to gas utility system franchise for Florida Public Utilities Company.

2. Second Reading of Ordinance No. 2022-20, Amending Chapter 15 Garbage Solid Waste Rates.

Based on the negotiated pricing discussed herein, Staff recommends the City Commission conceptually agree to amend the current rates and adopt the new Ordinance with a new contract with GFL for a period of 7 years (October 1, 2022 – September 30, 2029) for residential solid waste, yard waste, recyclable collection services and commercial solid waste collection.

3. Second Reading Ordinance No. 2022-21, Amending Chapter 12; Chapter 15, Section 15-15; and Chapter 33, Section 33-12; of the Code of Ordinances Relating to Open Burning.

City staff recommends that the City Commission approve Ordinance No. 2022-21, relating to open burning.

4. Second Reading of Ordinance No. 2022-22, Amending Article II, Chapter 2A of the Code of Ordinances Relating to the City's Economic Development Committee and Brownfield Advisory Committees.

Ordinance No. 2022-22, relating to the City's Economic Development Committee and Brownfield Advisory Committees.

NEW BUSINESS

1. Resolution Relating To Fees And Charges For Solid Waste Services.

City staff recommends that the City Commission approve the proposed Resolution relating to fees and charges for solid waste services provided by the City's solid waste services franchisee, GFL Solid Waste Southeast, LLC, and related matters.

2. Consideration re Franchise Agreement with GFL Solid Waste Southeast, LLC. for Solid Waste Services within the City.

Franchise Agreement with GFL Solid Waste Southeast, LLC For Solid Waste Services Within The City.

3. Resolution Creating the Beresford Reserve Brownsfield Advisory Committee.

Resolution creating the Beresford Reserve Brownfield Advisory Committee.

4. Consideration re 2022 Tax Abatement for Duraline Division of J.B. Nottingham Company, Inc.

Consideration re approval of tax abatement for Tax Year 2022 for Duraline Division of J.B. Nottingham Company, Inc.

5. Consideration re 2022 Tax Abatement for Total Renal Laboratories, Inc.

Consideration re approval of tax abatement for Tax Year 2022 for Total Renal Laboratories, Inc.

6. Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

Approval of \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2023.

7. Resolution Amending Charter Threshold for Competitive Bidding.

Resolution increasing the competitive bid threshold from \$35,000 to \$50,000.

CITY COMMISSION REPORTS

1. Report re Elected Officials Rounds Table.
2. Report re River-to-Sea TPO.
3. Report re River of Lakes Heritage Corridor.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

CITY CLERK REPORT

CITY COMMISSION

ADJOURNMENT

The DeLand City Commission holds its regular meetings on the first and third Mondays of each month at 7:00 p.m. in the DeLand City Commission Chambers, 120 South Florida Avenue, DeLand. Notice of special meetings, workshops, changes in dates, times or locations are provided by separate Public Notices, which are posted at City Hall and on the City's web site.

The City of DeLand may take action on any matter during this meeting, including items that are not set forth within this agenda.

Public participation is encouraged on any matter on the agenda. If you desire to be recognized by the Mayor, please fill out a Speaker's Card and present it to the City Clerk.

Minutes of the DeLand City Commission meetings are not transcribed verbatim. If any person decides to appeal a decision made by the City Commission with respect to any matter considered at a public meeting or hearing, he/she will need a record of the proceedings including all testimony and evidence upon which the appeal is to be based. To that end, such person will want to ensure that a verbatim record of the proceedings is made by a court reporter, at the person's own expense.

In accordance with the American Disabilities Act, persons needing a special accommodation in order to participate in the proceedings should notify the City Clerk's Office at least 48 hours in advance of the meeting: 626-7132.

Assisted Listening System receivers are available for the hearing impaired, and can be obtained from the City Clerk.

If you wish to obtain information regarding the City Commission's Agenda, please call the City Clerk's Office: 626-7132.

We respectfully request that all pagers and cell phones be turned OFF during City Commission meetings.

Electronic Information! City Commission agendas and short form minutes are now available on the City's web page: www.deland.org.

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Approving FY 2022-2023 Tentative Millage Rate.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution FY 22-23 Tentative Millage Rate

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

This is the date set for the first public hearing on the tentative millage rate for the FY 2022-2023 budget. Notices were sent to all property owners by the Property Appraiser advising the date and time of this meeting and that an operating millage rate of 6.6841 will be considered by the City Commission for the 2022 tax year.

During the meeting at which the TRIM millage was being set, the City Commission expressed interest in lowering the proposed millage rate at the September public hearings. Since July budget workshops, staff identified corrections and other additional changes due to more accurate information received subsequent to the budget workshops. These changes are detailed in the corresponding budget agenda item included in this agenda. The net effect of the changes to the total General Fund budget has enabled the City to lower the tentative millage from the TRIM Millage from 6.6841 to 6.5841.

A comparison of millage rates is provided below. The tentative operating millage rate of 6.5841 mills represents a 7.02% increase from the current year's rolled-back rate of 6.1520 mills.

	<u>FY 22</u>	<u>FY 23 Tentative</u>	<u>Net Change</u>
Operating Millage	6.7841	6.5841	-0.2000

After the public hearing, any changes to the FY 2022-2023 budget the City Commission would like to make should be directed to staff so they may be incorporated in the advertisement of the City Commissioner's intent to adopt a budget and in the presentation for final consideration on September 19, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 2022-2023 budget is in balance and establishes the programs and services the City will provide next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution setting the tentative operating millage rate at 6.5841 mills for the FY 2022-2023 budget. The tentative operating millage rate of 6.5841 mills is 7.02% above the rolled-back millage rate of 6.1520 mills.

BACKGROUND/DISCUSSION:

There are two public hearings, September 7, 2022 and September 19, 2022, scheduled for the City Commission to modify and ultimately adopt the budget for FY 2022-2023. At either of these public hearings, the City Commission may reduce the operating millage, but increasing the rate will require notification to all property owners and will require an additional public hearing. The millage rate established by the City Commission at this meeting will be the rate advertised for the September 19th public hearing.

RESOLUTION NO. 2022 -

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA,
ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2022-23 AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of DeLand is required by Florida Statute Section 200.065(2) to adopt a Resolution setting the millage rate to be levied; and

WHEREAS, the Statute further requires that the Resolution shall state the percent, if any, by which the millage rate to be levied exceeds the rolled-back rate as computed by the Office of the Property Appraiser of Volusia County; and

WHEREAS, the City Commission of the City of DeLand does intend to adopt a tentative operating millage rate of 6.5841 mills which is 7.02% more than the current year rolled-back rate of 6.1520 mills; and

WHEREAS, a tentative budget hearing on the millage rate has been scheduled for 7:00 p.m. at City Hall on September 7, 2022, and the final public hearing has been scheduled for 7:00 p.m. at City Hall on September 19, 2022; and

WHEREAS, it is necessary for the City to approve and adopt its tentative millage rate for the fiscal year 2022-23.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DELAND:

Section 1. The City Commission of the City of DeLand hereby adopts a 6.5841 tentative operating millage rate.

Section 2. The City Commission hereby finds and declares that the operating millage rate adopted by this Resolution is more than the current year rolled-back rate by 7.02%.

Section 3. Any resolution or part of resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 7th day of September 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Approving FY 2022-2023 Tentative Budget.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution FY 22-23 Tentative Budget, FY 22-23 Attachment A, FY 22-23 Summary of Budget Adjustments

APPROVED BY: Michael Pleus, City Manager, September 1, 2022

SUMMARY/HIGHLIGHT:

This is the date set for the first public hearing on the tentative fiscal year 2022-2023 budget. Notices were sent to all property owners by the Property Appraiser advising the date and time of this meeting.

At the July budget workshops, the City Commission approved the addition of a few items to be included and the removal of a few items to be excluded from the FY 22-23 budget. Since the July budget workshops, staff has identified corrections or other additional changes due to more accurate information received subsequent to the budget workshops. These changes are detailed in an attached summary and further discussed in the background section below. The net effect of the changes to the total general Fund is a reduction of \$61,261 from what was originally presented in the proposed budget and during the budget workshops in July 2022.

After the public hearing, any changes to the FY 2022-2023 budget the City Commission would like to make should be directed to staff so they may be incorporated into the advertisement of the City Commission's intent to adopt a budget and in the presentation for final consideration on September 19, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The FY 2022-2023 budget is in balance and establishes the programs and services the City will provide next fiscal year.

RECOMMENDATION:

Staff recommends the City Commission adopt the Resolution establishing the tentative budget for fiscal year 2022-2023.

BACKGROUND/DISCUSSION:

There are two public hearings, September 7, 2022 and September 19, 2022, scheduled for the City Commission

to modify and ultimately adopt the budget for FY 2022-2023.

On June 17, 2011, the state legislature amended s. 166.241, F.S. adding the following language:

At a minimum, the adopted budget must show, for each fund, as required by law and sound financial practices, budgeted revenues and expenditures by organizational unit which are at least at the level of detail required for the annual financial report under s. 218.32(1).

Attachment "A" to the resolution adopting the tentative budget provides the information necessary to satisfy this requirement.

The following details the changes from the proposed budget to the tentative budget for the affected funds:

General Fund

The original proposed budget for the General Fund was \$41,093,127. At the July budget workshops, the City Commission approved increasing the budget \$43,152 for an additional Parks and Recreation Maintenance Worker, \$750 for Coffee with a Commissioner and Youth Council and \$6,810 for additional safety shoe allowances.

Since the budget workshops, staff identified other budget changes including an increase in net personnel cost adjustments and corrections (\$61,950), mainly the reclassification of the portion of Fire Inspectors originally budgeted in the Permits & Inspections Fund to the General Fund. In addition, Police eliminated both a Sergeant and a Civilian Investigative Specialist and added a Lieutenant. Staff also identified a decrease in operating cost adjustments and corrections (\$-40,929) mainly related to new computers for Police and tree replacement operating supplies that were moved to the other funds. Transfers to the Grants & Special Revenue Fund decreased \$8,381, Transfers to the Debt Service Fund decreased \$111,533 and Transfers to the Capital Fund decreased \$173,080. Reserve Contingency increased \$160,000 for police and fire union negotiations.

On the revenue side, Ad Valorem Taxes decreased \$78,133 due to the decrease in the millage from 6.6841 mills to 6.5841 mills. The decrease was partially offset by an increase in the taxable value from the pre-preliminary value to the preliminary value, as discussed at the budget workshop. Since the budget workshops, the City received state revenue estimates which decreased Local Option Gas Tax (-\$31,858) and increased Communication Services Tax (\$39,777). Likewise, the City received updated state revenue estimates for State Revenue Sharing and State Sales Tax. However, staff believes these updated estimates are still too low. Using the City's estimates, staff actually increased State Revenue Sharing by \$112,291 and State Sales Tax by \$11,391 over the State's new revenue estimates to achieve balance at the lower millage rate. Staff believes the City's estimates are more in line with the current year's collections. In an abundance of caution, should staff's estimates not be correct, staff recommends that all new General Fund Positions be held open for six months to ensure the anticipated revenues are realized.

Charges for Services decreased \$17,908, mainly due to reclassifying tree replacement revenues from the General Fund to the Grants & Special Revenue Fund. Transfer from the Permits & Inspections Fund increased \$54,499 due to coincide with the Fire Inspectors costs reclassified to the General Fund as mentioned above. Lastly, to offset all of these changes, a decrease was made in the use of reserves for \$151,320. The final tentative budget for the General Fund is now \$41,031,866.

Confiscated Trust Fund

The original proposed budget for the Confiscated Trust Fund was \$3,000. Staff has identified no changes, therefore, the final tentative budget remains the same.

Homeless Shelter Fund

The original proposed budget for the Homeless Shelter Fund was \$621,308. Staff has identified no changes, therefore, the final tentative budget remains the same.

Spring Hill CRA Fund

The original proposed budget for the Spring Hill CRA Fund was \$575,234. Since the budget workshops, staff identified budget changes including an increase in personnel cost adjustments and corrections (\$3,942) and an increase in operating cost adjustments and corrections (\$25,000) for holiday lighting and utility box art. Ad Valorem Taxes decreased \$2,853 due to the decrease in the City's tentative millage rate while the Tax Increment District revenues (County, Forever, ECHO, Hospital) increased \$192,800 based on updated taxable value and proposed millage rates of the appropriate entity. To offset all of these changes, the reserve contingency increased \$160,505. The final tentative budget for the Spring Hill CRA Fund is now \$765,181.

Governmental Impact Fee Trust (GIFT) Fund

The original proposed budget for the GIFT Fund was \$1,773,543. Since the budget workshops, staff has reallocated eligible police expenditures in the amount of \$31,500 to the GIFT Fund to be paid for by increased Police Impact Fees. The final tentative budget for the GIFT Fund is now \$1,805,043.

Downtown CRA Fund

The original proposed budget for the Downtown CRA Fund was \$1,392,205. Ad Valorem Taxes decreased \$2,584 due to the decrease in the City's tentative millage rate while the Tax Increment District revenues (County, Forever, ECHO, Hospital) increased \$27,868 based on updated taxable value and proposed millage rates of the appropriate entity. To offset all of these changes, the reserve contingency increased \$25,284. The final tentative budget for the Downtown CRA Fund is now \$1,417,489.

Grants & Special Revenue Fund

The original proposed budget for the Grants & Special Revenue Fund was \$3,911,951. Since the budget workshops, the City received a state revenue estimate which increased the New Local Option Gas Tax by \$15,647. These additional funds were added to the road resurfacing budget. The Garfield Trail project was moved from the Capital Fund to the Grants & Special Revenue Fund. This resulted in increasing the debt proceeds by \$795,000, transfers from the Gift Fund by \$392,915 and the project expenditures by \$1,187,915. The \$1,500,000 in awarded ECHO funding was added to grant revenues and the project expenditures. Tree replacement activity was moved from the General Fund to the Grants & Special Revenue Fund. As such, tree replacement revenues increased \$25,000 while operating supplies increased \$25,000. In addition, staff moved other capital projects from the Capital Fund to the Grants & Special Revenue Fund, including \$48,462 for the new electric F-150, \$95,518 for the charging station, both of which are offset by use of available tree reserves. Lastly, the Downtown Parking Lots 6 and 7 project was eliminated (-\$107,594) and was replaced by ROW ADA Sidewalk Improvements (\$161,213) and offset by an increase in CDBG grant revenues (\$62,000) and a decrease in transfers from the General Fund (-\$8,381). The final tentative budget for the Grants & Special Revenue Fund is now \$6,838,112.

Debt Service Fund

The original proposed budget for the Debt Service Fund was \$2,539,880. Since the budget workshops, staff eliminated one of the budgeted debt service payments on the new debt to be issued in FY 22/23 in the amount of \$111,533, since the new debt will not likely be issued until after mid-fiscal year. To offset this change, the transfer from the General Fund was decreased by \$111,533. The final tentative budget for the Debt Service Fund is now \$2,428,347.

Capital Fund

The original proposed budget for the Capital Fund was \$8,968,754. Since the budget workshops, staff has moved several capital projects from the Capital Fund to other funds, including moving \$24,000 for the new dual purpose K-9 to the Gift Fund and \$48,462 for the new electric F-150, \$95,518 for the charging station and \$1,187,915 for the Garfield Trial project to the Grants & Special Revenue Fund. On the revenue side, Ad Valorem Taxes increased \$5,100 due to an increase in taxable value from pre-preliminary to preliminary. Along with moving the projects, the debt proceeds of \$795,000 and transfers from the GIFT Fund of \$392,915 were moved to the Grants & Special Revenue Fund. To offset all the changes, the transfer from the General Fund was decreased by \$173,080. The final tentative budget for the Capital Fund is now \$7,612,859.

Water & Sewer Fund

The original proposed budget for the Water& Sewer Fund was \$67,265,346. Since the budget workshops, staff identified a decrease in net personnel cost adjustments and corrections (-\$14,675) and an increase in operating cost adjustments and corrections (\$85,194) mainly related to utility costs. These are offset by a decrease in reserve contingency (-\$70,519). The final tentative budget for the Water & Sewer Fund remains \$67,265,346.

Water Trust Fund

The original proposed budget for the Water Trust Fund was \$1,600,000. Staff identified no changes, therefore, the final tentative budget remains the same.

Wastewater Trust Fund

The original proposed budget for the Wastewater Trust Fund was \$3,500,000. Staff identified no changes, therefore, the final tentative budget remains the same.

Airport Fund

The original proposed budget for the Airport Fund was \$6,773,162. Since the budget workshops, staff identified an increase in net personnel cost adjustments and corrections (\$712) and an increase in operating cost adjustments and corrections (\$4,127) mainly related to utility costs. To offset these changes, an increase in the use of reserves (\$4,839) was made. The final tentative budget for the Airport Fund is now \$6,778,001.

Refuse Fund

The original proposed budget for the Refuse Fund was \$4,153,088. An amendment will be made upon the approval of a new contract with GFL and a calculation of the additional revenues and expenditures. The final tentative budget remains the same.

Stormwater Fund

The original proposed budget for the Stormwater Fund was \$2,892,623. At the July budget workshops, the City Commission approved increasing the budget \$48,884 for an additional Equipment Operator I. Since the budget workshops, staff identified an increase in net personnel cost adjustments and corrections (\$3,910) and an increase in operating cost adjustments and corrections (\$1,000) related to additional shoe allowances. Lastly, the Painter's Pond backup generator (\$62,000) was eliminated along with the CDBG grant that was budgeted to fund it. To offset these changes, an increase in the use of reserves (\$53,794) was made. The final tentative budget for the Stormwater Fund is now \$2,884,417.

Permits & Inspections Fund

The original proposed budget for the Permits& Inspections Fund was \$3,141,263. Since the budget workshops, staff identified a decrease in net personnel cost adjustments and corrections (-\$26,505), including moving Fire Inspectors to their own department within the General Fund (-\$48,341), and an increase in operating cost adjustments and corrections (\$300) related to additional shoe allowances. The transfer to the General Fund was increased \$54,499 to cover the personnel costs and additional operating costs of the Fire Inspectors that were moved to the General Fund. To offset these changes, an increase in the use of reserves (\$28,294) was made. The final tentative budget for the Permits & Inspections Fund is now \$3,169,557.

Health Insurance Cost Containment (HICC) Fund

The original proposed budget for the HICC Fund was \$569,305. Staff has identified no changes, therefore, the final tentative budget remains the same.

Workers' Compensation Self Insurance Fund

The original proposed budget for the Workers' Compensation Self Insurance Fund was \$787,742. Since the budget workshops, staff identified an increase in the estimated actuarial reserve in the amount \$65,000. To mainly offset this is an increase in charges for services for \$64,999. The final tentative budget for the Workers' Compensation Self Insurance Fund is now \$852,741.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE TENTATIVE BUDGET FOR THE FISCAL YEAR 2022-23 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand, after holding several budget sessions and carefully considering the financial needs of the City of DeLand and the sources of revenue available to the City to meet such needs, is ready to adopt a tentative budget; and

WHEREAS, a public hearing to finalize the tentative budget was held on September 7, 2022; and

WHEREAS, it is necessary for the City to approve and adopt its budget for the fiscal year 2022-23; and

WHEREAS, the City Manager has recommended approval of the budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND:

Section 1. The following budgets are hereby adopted: General Fund at \$41,031,866, Confiscated Trust Fund at \$3,000, Homelessness Fund at \$621,308, Governmental Impact Fees Trust Fund at \$1,805,043, Grants and Special Revenue Fund at \$6,838,112, Debt Service Fund at \$2,428,347, Capital Fund at \$7,612,859, Water and Sewer Revenue Fund at \$67,265,346, Water Trust Fund at \$1,600,000, Wastewater Trust Fund at \$3,500,000, Airport Fund at \$6,778,001, Refuse Collection Fund at \$4,153,088, Stormwater Fund at \$2,884,417, Permits and Inspections Fund at \$3,169,557, Health Insurance Cost Containment Fund at \$569,305, and Workers Compensation Self-Insurance Fund \$852,741 for fiscal year 2022-23 as detailed on Attachment 'A', in accordance with Section 166.241, Florida Statutes.

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of September 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
311.000	Ad Valorem Taxes	15,573,192	-	-	486,933	-	-	16,060,125
312.410	First Local Option Gas Tax	377,439	-	-	-	-	-	377,439
312.430	Second Local Option Gas Tax	-	300,004	-	-	-	-	300,004
312.510	Fire Insurance Premium Tax (Firefighters' Pension)	180,579	-	-	-	-	-	180,579
312.520	Casualty Insurance Premium Tax (Police Officers' Retirement)	246,627	-	-	-	-	-	246,627
314.100	Utility Service Tax - Electricity	3,768,512	-	-	-	-	-	3,768,512
314.300	Utility Service Tax - Water	914,775	-	-	-	-	-	914,775
314.400	Utility Service Tax - Gas	193,389	-	-	-	-	-	193,389
314.800	Utility Service Tax - Propane	49,250	-	-	-	-	-	49,250
315.100	State Communications Service Tax (Chapter 202)	928,282	-	-	-	-	-	928,282
316.000	Local Business Tax (Chapter 205)	250,000	-	-	-	-	-	250,000
322.000	Building Permits	-	-	-	-	1,813,854	-	1,813,854
322.900	Permits - Other	-	-	-	-	5,000	-	5,000
323.100	Franchise Fee - Electricity	2,975,761	-	-	-	-	-	2,975,761
323.400	Franchise Fee - Gas	115,814	-	-	-	-	-	115,814
323.700	Franchise Fee - Solid Waste	443,794	-	-	-	-	-	443,794
324.110	Impact Fees - Residential - Public Safety	-	243,254	-	-	-	-	243,254
324.210	Impact Fees - Residential - Physical Environment	-	-	-	-	3,400,000	-	3,400,000
324.610	Impact Fees - Residential - Culture/Recreation	-	890,074	-	-	-	-	890,074
324.910	Impact Fees - Residential - Other	-	211,000	-	-	-	-	211,000
325.200	Special Assessments - Charges for Public Services	18,820	-	-	-	-	-	18,820
329.500	Other Permits, Fees & Special Assessments	30,400	-	-	-	5,000	-	35,400
331.200	Federal Grant - Public Safety	65,000	-	-	-	-	-	65,000
331.500	Federal Grant - Economic Environment	-	178,213	-	-	-	-	178,213
335.125	State Revenue Sharing - Proceeds	1,802,428	-	-	-	-	-	1,802,428
335.140	State Revenue Sharing - Mobile Home Licenses	19,677	-	-	-	-	-	19,677
335.150	State Revenue Sharing - Alcoholic Beverage Licenses	29,000	-	-	-	-	-	29,000
335.180	State Revenue Sharing - Local Government Half-Cent Sales Tax	2,573,617	-	-	-	-	-	2,573,617
335.230	State Revenue Sharing - Emergency Management Assistance	12,720	-	-	-	-	-	12,720
335.450	State Revenue Sharing - Fuel Tax Refunds and Credits	30,000	-	-	-	-	-	30,000
337.700	Local Government Unit Grant - Culture/Recreation	-	1,500,000	-	-	-	-	1,500,000
338.000	Shared Revenue From Other Local Units	36,000	-	-	-	-	-	36,000
339.000	Payments From Other Local Units In Lieu Of Taxes	84,325	-	-	-	-	-	84,325
341.200	Internal Service Fund Fees and Charges	-	-	-	-	-	1,422,046	1,422,046
341.300	Administrative Service Fees	10,500	-	-	-	205,000	-	215,500
342.100	Service Charge - Law Enforcement Services	143,610	-	-	-	-	-	143,610
342.200	Service Charge - Fire Protection	15,500	-	-	-	-	-	15,500
342.500	Service Charge - Protective Inspection Fees	25,000	-	-	-	35,000	-	60,000
342.900	Service Charge - Other Public Safety Charges and Fees	10,000	-	-	-	-	-	10,000
343.300	Service Charge - Water Utility	-	-	-	-	13,243,714	-	13,243,714

ATTACHMENT 'A'

Account Code	Revenue Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
343.400	Service Charge - Garbage/Solid Waste	-	-	-	-	4,153,088	-	4,153,088
343.500	Service Charge - Sewer/Wastewater Utility	-	-	-	-	12,453,638	-	12,453,638
343.600	Service Charge - Water/Sewer Combination Utility	-	-	-	-	36,641	-	36,641
343.700	Service Charge - Conservation and Resource Management	-	25,000	-	-	-	-	25,000
343.900	Service Charge - Other Physical Environment Charges	-	-	-	-	2,292,280	-	2,292,280
347.200	Service Charge - Parks and Recreation	88,545	-	-	-	-	-	88,545
347.500	Service Charge - Special Recreation Facilities	276,655	-	-	-	-	-	276,655
349.000	Other Charges for Services	290,000	-	-	-	429,853	-	719,853
351.900	Judgment and Fines - Other	64,000	-	-	-	-	-	64,000
356.000	State Fines & Forfeits	-	3,000	-	-	-	-	3,000
359.000	Other Judgments, Fines and Forfeits	35,000	-	-	-	-	-	35,000
361.100	Interest	60,000	-	-	-	142,990	-	202,990
362.000	Rents and Royalties	190,000	-	-	-	1,692,039	-	1,882,039
364.000	Disposition of Fixed Assets	5,000	-	-	-	-	-	5,000
366.000	Contributions and donations from Private Sources	19,500	325,000	-	-	-	-	344,500
369.900	Other Miscellaneous Revenues	450,171	-	-	-	135,000	-	585,171
380.000	Other Sources	2,652,337	851,003	-	-	2,264,437	-	5,767,777
381.000	Inter-Fund Group Transfers In	3,524,104	945,915	2,428,347	2,625,926	943,876	-	10,468,168
382.000	Contributions from Enterprise Operations	1,766,093	-	-	-	16,000	-	1,782,093
384.000	Debt Proceeds	686,450	3,795,000	-	4,500,000	40,640,000	-	49,621,450
388.100	Sale of General Capital Assets	-	-	-	-	3,000	-	3,000
389.200	Proprietary - Federal Grants and Donations	-	-	-	-	2,257,750	-	2,257,750
389.300	Proprietary - State Grants and Donations	-	-	-	-	3,182,249	-	3,182,249
Total FY 2022-2023 Revenues		41,031,866	9,267,463	2,428,347	7,612,859	89,350,409	1,422,046	151,112,990

ATTACHMENT 'A'

Account Code	Expenditure Description	General	Special Revenue	Debt Service	Capital Projects	Enterprise	Internal Service	Total
511	Legislative	151,312	-	-	-	-	-	151,312
512	Executive	756,676	-	-	-	-	-	756,676
513	Financial and Administrative	3,682,569	-	-	435,699	-	1,325,841	5,444,109
514	Legal counsel	509,452	-	-	-	-	-	509,452
515	Comprehensive Planning	826,203	-	-	-	-	-	826,203
517	Debt Service Payments	-	-	2,428,347	-	-	-	2,428,347
519	Other General Governmental Services	2,906,993	-	-	16,863	-	-	2,923,856
521	Law Enforcement	11,507,746	102,300	-	1,022,989	-	-	12,633,035
522	Fire Control	8,133,346	-	-	209,500	-	-	8,342,846
524	Protective Inspections	132,603	-	-	33,000	2,536,296	-	2,701,899
533	Water Utility Services	-	-	-	-	6,287,503	-	6,287,503
534	Garbage/Solid Waste Control Services	-	-	-	-	4,153,088	-	4,153,088
535	Sewer/Wastewater Services	-	-	-	-	48,266,532	-	48,266,532
536	Water-Sewer Combination Services	-	-	-	-	11,334,443	-	11,334,443
538	Flood Control/Stormwater Management	-	-	-	-	2,560,969	-	2,560,969
539	Other Physical Environment	1,511,955	168,980	-	164,446	2,055,821	-	3,901,202
541	Road and Street Facilities	2,220,615	3,961,217	-	661,437	-	-	6,843,269
542	Airports	-	-	-	-	6,189,274	-	6,189,274
549	Other Transportation Systems/Services	18,319	-	-	-	-	-	18,319
552	Industry Development	399,039	-	-	-	-	-	399,039
569	Other Human Services	-	621,308	-	-	-	-	621,308
572	Parks and Recreation	3,756,688	2,707,915	-	5,068,925	-	-	11,533,528
573	Cultural Services	13,816	-	-	-	-	-	13,816
574	Special Events	61,065	-	-	-	-	-	61,065
575	Special Recreation Facilities	133,430	-	-	-	-	-	133,430
579	Other Culture/Recreation	16,119	-	-	-	-	-	16,119
581	Inter-Fund Group Transfers Out	4,293,920	1,705,743	-	-	5,966,483	96,205	12,062,351
Total FY 2022-2023 Expenditures		41,031,866	9,267,463	2,428,347	7,612,859	89,350,409	1,422,046	151,112,990

FY 22-23 Summary of Budget Adjustments

	General Fund	Spring Hill CRA	GIFT Fund	Downtown CRA	Grants & Special Revenue	Debt Service Fund	Capital Fund	Water & Sewer	Airport Fund	Refuse Fund	Stormwater Fund	Permits & Inspections	Workers' Comp. Fund	Total
REVENUES														
As presented in the Proposed Budget	41,093,127	575,234	1,773,543	1,392,205	3,911,951	2,539,880	8,968,754	67,265,346	6,773,162	4,153,088	2,892,623	3,141,263	787,742	151,561,531
Decreased Ad Valorem Taxes (Reduce Millage to 6.5841)	(78,133)	(2,853)		(2,584)			5,100							(78,470)
Decreased Other Taxes (Local Option Gas Tax)	(31,858)				15,647									(16,211)
Increased Public Service Taxes (Communications Service Tax)	39,777													39,777
Increased Intergovernmental Revenue (Rev Sharing, Sales Tax)	123,682													123,682
Increased (Decreased) Grant Revenue (CDBG, ECHO)					1,562,000						(62,000)			1,500,000
Increased Impact Fees (Police)			31,500											31,500
Increased TID Revenue (County, Forever, ECHO Hospital Authority)		192,800		27,868										220,668
Increased (Decreased) Debt Proceeds					795,000		(795,000)							0
Increased Replacement					25,000									25,000
Increase in Charges for Service	(17,908)												64,999	47,091
Increased (Decreased) Transfers from Other Funds	54,499				384,534	(111,533)	(565,995)							(238,495)
Increased (Decreased) Use of Reserves	(151,320)				143,980				4,839		53,794	28,294		79,587
Total Revenue	41,031,866	765,181	1,805,043	1,417,489	6,838,112	2,428,347	7,612,859	67,265,346	6,778,001	4,153,088	2,884,417	3,169,557	852,741	153,295,660
EXPENDITURES														
As presented in the Proposed Budget	41,093,127	575,234	1,773,543	1,392,205	3,911,951	2,539,880	8,968,754	67,265,346	6,773,162	4,153,088	2,892,623	3,141,263	787,742	151,561,531
Net Personnel Adjustments / Corrections	105,102	3,942						(14,675)	712		52,794	(26,505)		121,370
Net Operating Adjustments / Corrections (Power, Shoes, etc)	(33,369)				40,647			85,194	4,127		1,000	300	(1)	97,898
Increased Operating - Holiday Lighting & Utility Box Art		25,500												25,500
Increased Operating - New Computers for PD			7,500											7,500
Increased (Decreased) Capital Outlay - New Dual Purpose K-9			24,000				(24,000)							0
Increased Operating - Reserves Estimated by Actuary													65,000	65,000
Decreased Capital Outlay - Painter's Pond Backup Generator											(62,000)			(62,000)
Increased Capital Outlay - ROW ADA Sidewalk Improvements					161,213									161,213
Decreased Capital Outlay - Downtown Parking Lots 6 & 7					(107,594)									(107,594)
Increased (Decreased) Capital Outlay - Electric F150 for Nursery					48,462		(48,462)							0
Increased (Decreased) Capital Outlay - Charging Station for Nursery					95,518		(95,518)							0
Increased (Decreased) Capital Outlay - Garfield Trail					2,687,915		(1,187,915)							1,500,000
Decreased Debt Service Payments (Principal & Interest)						(111,533)								(111,533)
Increased (Decreased) Transfers to Other Funds	(292,994)											54,499		(238,495)
Increased (Decreased) Reserve Contingency	160,000	160,505		25,284				(70,519)						275,270
Total Expenditures	41,031,866	765,181	1,805,043	1,417,489	6,838,112	2,428,347	7,612,859	67,265,346	6,778,001	4,153,088	2,884,417	3,169,557	852,741	153,295,660

FY 22-23 Summary of Budget Adjustments

	General Fund	Spring Hill CRA	GIFT Fund	Downtown CRA	Grants & Special Revenue	Debt Service Fund	Capital Fund	Water & Sewer	Airport Fund	Refuse Fund	Stormwater Fund	Permits & Inspections	Workers' Comp. Fund
REVENUES													
As presented in the Proposed Budget	41,093,127	575,234	1,773,543	1,392,205	3,911,951	2,539,880	8,968,754	67,265,346	6,773,162	4,153,088	2,892,623	3,141,263	787,742
<i>Commission Approved Adjustments from July Workshops</i>													
Increased (Decreased) Use of Reserves	50,712								210		49,884	300	
<i>Adjustments after July Workshops</i>													
Decreased Ad Valorem Taxes (Reduce Millage to 6.5841)	(78,133)	(2,853)		(2,584)			5,100						
Decreased Other Taxes (Local Option Gas Tax)	(31,858)				15,647								
Increased Public Service Taxes (Communications Service Tax)	39,777												
Increased Intergovernmental Revenue (Rev Sharing, Sales Tax)	123,682												
Increased (Decreased) Grant Revenue (CDBG, ECHO)					1,562,000						(62,000)		
Increased Impact Fees (Police)			31,500										
Increased TID Revenue (County, Forever, ECHO Hospital Authority)		192,800		27,868									
Increased (Decreased) Debt Proceeds					795,000		(795,000)						
Increased Replacement					25,000								
Increase in Charges for Service	(17,908)												64,999
Increased (Decreased) Transfers from Other Funds	54,499				384,534	(111,533)	(565,995)						
Increased (Decreased) Use of Reserves	(202,032)				143,980				4,629		3,910	27,994	
Total Revenue	41,031,866	765,181	1,805,043	1,417,489	6,838,112	2,428,347	7,612,859	67,265,346	6,778,001	4,153,088	2,884,417	3,169,557	852,741
EXPENDITURES													
As presented in the Proposed Budget	41,093,127	575,234	1,773,543	1,392,205	3,911,951	2,539,880	8,968,754	67,265,346	6,773,162	4,153,088	2,892,623	3,141,263	787,742
<i>Commission Approved Adjustments from July Workshops</i>													
Personnel Additions	43,152										48,884		
Increased Operating - Coffee w/Commissioner and Youth Council	750												
Net Operating Adjustments / Corrections - Safety Shoes	6,810							3,770	210		1,000	300	
Increased (Decreased) Reserve Contingency								(3,770)					
<i>Adjustments after July Workshops</i>													
Net Personnel Adjustments / Corrections	61,950	3,942						(14,675)	712		3,910	(26,505)	
Net Operating Adjustments / Corrections (Power, Shoes, etc)	(40,929)				40,647			85,194	3,917			300	(1)
Increased Operating - Holiday Lighting & Utility Box Art		25,500											
Increased Operating - New Computers for PD			7,500										
Increased (Decreased) Capital Outlay - New Dual Purpose K-9			24,000				(24,000)						
Increased Operating - Reserves Estimated by Actuary													65,000
Decreased Capital Outlay - Painter's Pond Backup Generator											(62,000)		
Increased Capital Outlay - ROW ADA Sidewalk Improvements					161,213								
Decreased Capital Outlay - Downtown Parking Lots 6 & 7					(107,594)								
Increased (Decreased) Capital Outlay - Electric F150 for Nursery					48,462		(48,462)						
Increased (Decreased) Capital Outlay - Charging Station for Nursery					95,518		(95,518)						
Increased (Decreased) Capital Outlay - Garfield Trail					2,687,915		(1,187,915)						
Decreased Debt Service Payments (Principal & Interest)						(111,533)							
Increased (Decreased) Transfers to Other Funds	(292,994)											54,199	
Increased (Decreased) Reserve Contingency	160,000	160,505		25,284				(70,519)					
Total Expenditures	41,031,866	765,181	1,805,043	1,417,489	6,838,112	2,428,347	7,612,859	67,265,346	6,778,001	4,153,088	2,884,417	3,169,557	852,741

Gateway Signs and Landscaping

GATEWAY LANDSCAPE OPTION 3B



PLANTS & TREES

- A.) Mrs. Schiller's Delight Viburnum
- B.) Dune Sunflower
- C.) Silver Palmetto
- D.) Butea Palm
- E.) Dwarf Gaillardia Pentas
- F.) Pink Muhly Grass

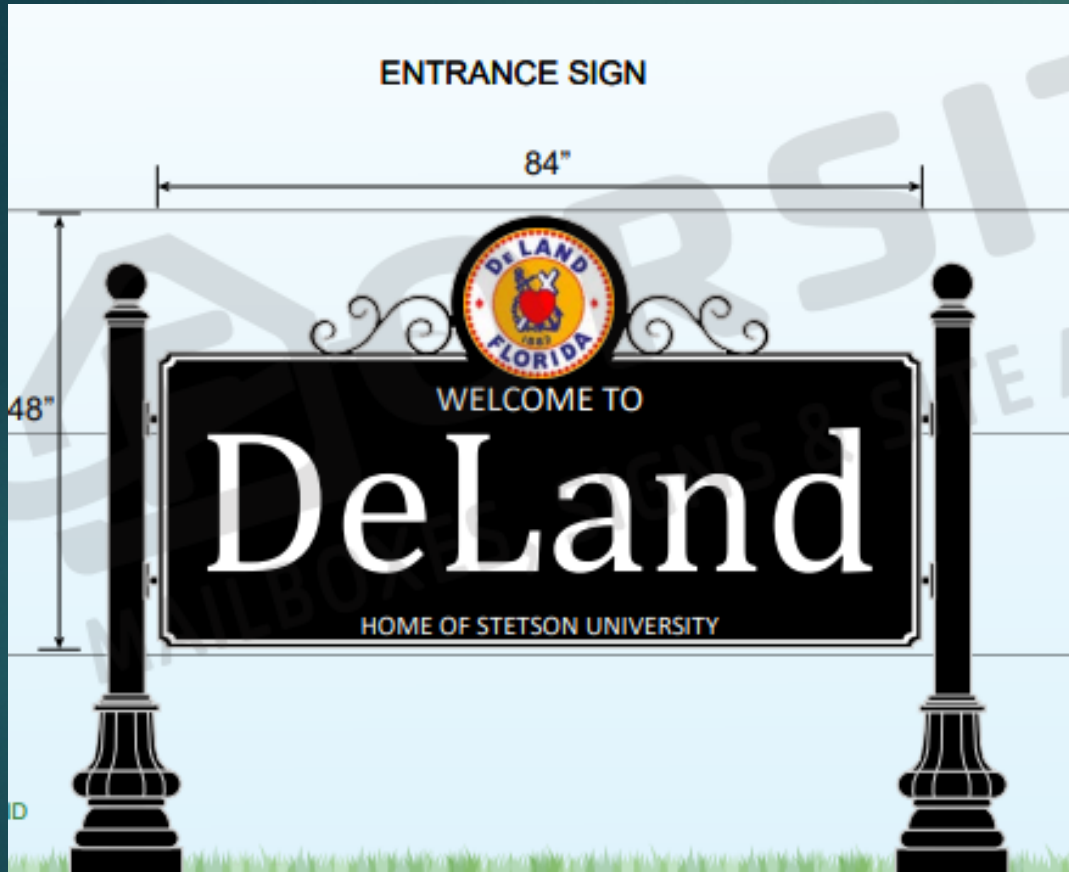
GATEWAY
LANDSCAPING

CITY OF
DELAND



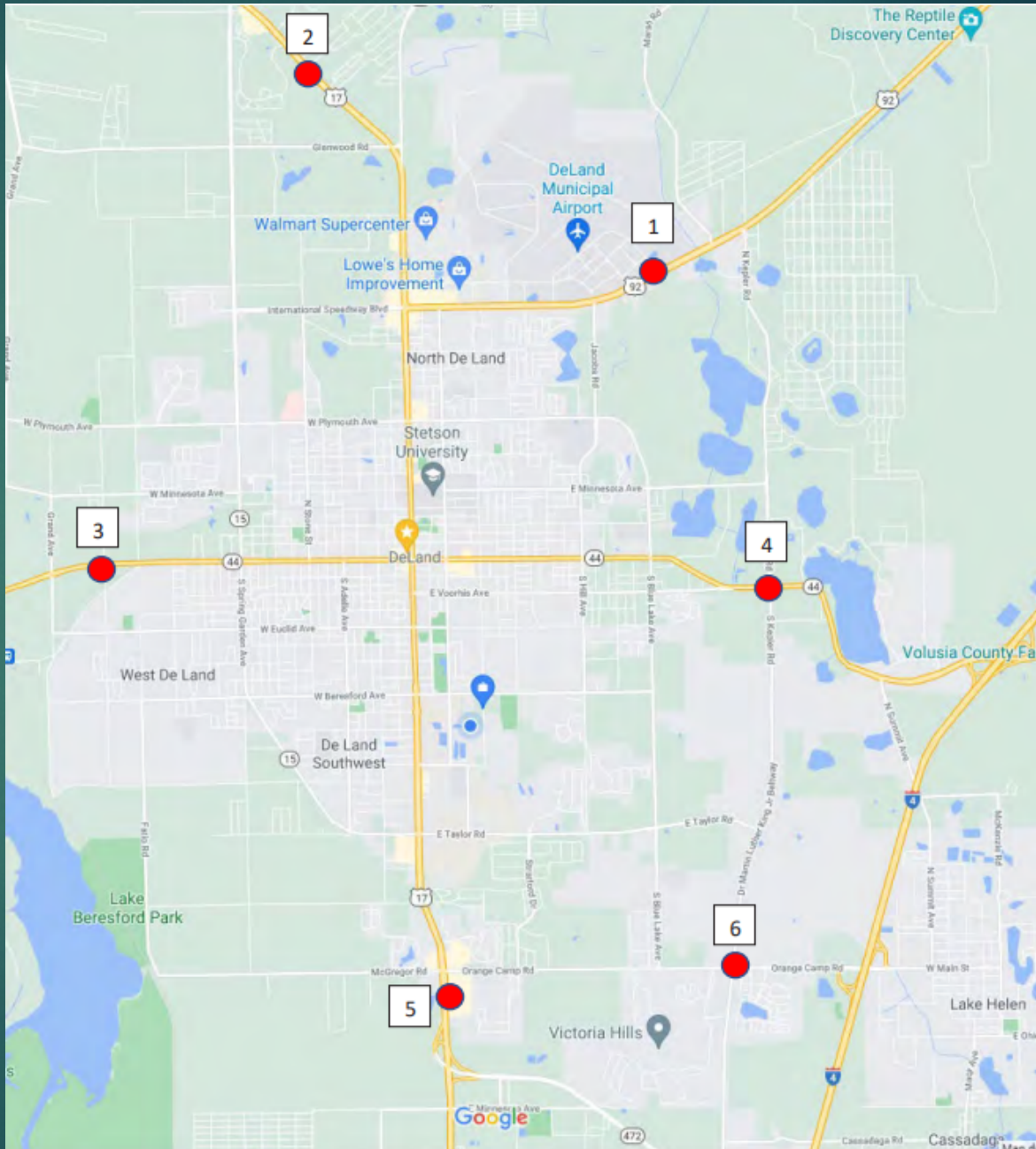
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a Full Service AEC Firm
SHEET 3 OF 7
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New Designs and Language Choices



Proposed Locations

1. Langley Ave and US92
2. US17 (Brandywine Water Plant)
3. W SR44
4. E SR44 and Kepler RD (Future)
5. S 17/92
6. Orange Camp Rd and MLK
(Future)



Current Entryway Maintenance Responsibilities

- US92 Between N Woodland Blvd and N Kepler Rd



Current Entryway Maintenance Responsibilities

- Current Landscaping in a few areas along US92



Possible Future Entryway Maintenance Responsibilities

North

- Glenwood Rd to Plymouth Ave



South

- 472 to Beresford Ave



What involved and Costs

<u>Landscaping and Irrigation Per Island (Materials Only)</u>								
Landscaping	\$8,500.00							
Irrigation	\$15,000.00							
<u>Total</u>	\$23,500.00							
<u>Employees and Equipment</u>								
Equipment Operators (4)	\$160,000.00							
Maintenance Workers (2)	\$70,000.00							
Equipment Outfit (2)	\$175,000.00							
<u>Total</u>	\$405,000.00							



CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Renewal of Contract for City Paid Life Insurance with National Insurance Service (NIS).

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: Contract for FY 2022-2024 with signature

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

As part of the City's cafeteria plan, the City provides all full-time employees with City paid life insurance for one times the employee's salary to a max amount of \$50K (max rate based on IRS mandates). In 2004 (renewed in 2007, 2010, 2013, 2016, 2018 and 2020) the Commission approved a two year contract with NIS to provide this level of insurance for all full time employees. In addition, NIS provides supplemental and dependent life insurance to our employees for additional costs which the employee pays for. The current contract expires on September 30, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

There will be no cost increase for the two-year renewal and the annual cost to the city for this insurance is approximately \$54,000 and is included in the City's budget.

RECOMMENDATION:

Staff recommends the City Commission approve the renewal letter with the National Insurance Services for coverage from October 1, 2022 through September 30, 2024. Staff also request the City Commission approve authorization for the City Manager to sign this contract.

BACKGROUND/DISCUSSION:

N/A

June 28, 2022

Mark Hayward
Human Resources Director
City of DeLand
120 S Florida Avenue
DeLand, FL 32720-5422

RE: Insurance Renewal for City of DeLand, Group # 033576
Life, Madison National Life Insurance Company, Inc.
Carrier Policy # 4103, NIS Policy # 4641

Dear Mr. Hayward:

The Life Insurance renews October 1, 2022. I am pleased to inform you that Madison National Life Insurance Company, Inc. has determined that a rate adjustment is not needed. Your renewal rates are as follows:

Life and AD&D

Class Title	Current Rate Per \$1,000 of Coverage	Renewal Rate Per \$1,000 of Coverage	Impact
All Classes	\$0.129/\$0.029	\$0.129/\$0.029	Pass/Pass

Supplemental Life

Class Title	Current Rate Per \$1,000 of Coverage	Renewal Rate Per \$1,000 of Coverage	Impact
All Classes	Age Rated	Age Rated	Pass

Dependent Life

Class Title	Current Rate Per Unit Per Month	Renewal Rate Per Unit Per Month	Impact
All Classes	\$3.50	\$3.50	Pass

These rates are guaranteed for 2 Years until October 1, 2024, assuming no changes to the current benefit structure.

We believe our level of commitment to you is most evident in our ongoing efforts to secure both competitive pricing and extended rate guarantees. We truly appreciate your business and the opportunity to continue negotiating on your behalf. By signing below, you are acknowledging your reciprocal 2 Year commitment to National Insurance Services.

Please complete the bottom portion and return a copy to National Insurance Services as indication of your acceptance of the renewal. Thank you for your continued business. Please do not hesitate to call me if you have any questions.

Sincerely,

Haley Treba
Account Representative, Insured Products

The October 1, 2022 renewal of Group Life Insurance as outlined above is accepted.

Signature & Title _____ Date _____

Renewal eForm # 11925



Group Life Insurance Benefit Summary

Group #: 033576, City of DeLand

Policy: Madison National Life Insurance Company, Inc., 4103 **Original Effective Date:** 10/1/2001

Class	Class Title and Eligibility (Minimum Hour Requirement)	Basic Life and AD&D	Supplemental Life
01	All Eligible Active Employees (30 hours per week)	1 x Annual Salary, rounded to the nearest \$1,000; minimum of \$10,000 to a maximum of \$50,000	\$10,000 increments to a maximum of \$200,000
02	DeLand Housing Authority (30 hours per week)	1 x Annual Salary, rounded to the nearest \$1,000; minimum of \$10,000 to a maximum of \$50,000	N/A
03	Director of Housing Authority (30 hours per week)	1 x Annual Salary, rounded to the nearest \$1,000; minimum of \$10,000 to a maximum of \$50,000	\$50,000
04	City Manager (30 hours per week)	1 x Annual Salary, rounded to the nearest \$1,000 to a maximum of \$200,000	\$10,000 increments to a maximum of \$200,000

Dependent Life Child Limiting Age: 24	Spouse \$10,000 Newborn \$5,000 Infant \$5,000 Child \$5,000
--	---

Eligibility/Effective Date of Individual Coverage	First of month following 30 days
Employee Contribution	Life 0% Supplemental Classes 01, 03-04: 100% Dependent 100%
Participation Requirement	Life 100% Supplemental Classes 01, 03-04: 0% Dependent 0% LOB: DLF Review Date: 10/01/2021 Participation calculation: 124/393 = 31.55% Participation requirements have been met. LOB: SLF Review Date: 10/01/2021 Participation calculation: 166/387 = 39.02% Participation requirements have been met.

8/15/2022

Reduction Schedule	Life Basic Life and AD&D Insurance reduces to 65% at age 65, reduces to 50% at age 70, reduces to 35% at age 75 and terminates upon the Insured Employee's retirement. Supplemental Classes 01, 03-04: Employee Supplemental Life Insurance reduces to 65% at age 65, reduces to 50% at age 70, reduces to 35% at age 75 and terminates upon the Insured Employee's retirement. Dependent Dependent Spouse Basic Life Insurance reduces to 65% upon the Spouse's attainment of age 65, reduces to 50% upon the Spouse's attainment of age 70, reduces to 35% upon the Spouse's attainment of age 75 and terminates upon the Insured Employee's retirement. Dependent Child Basic Life Insurance does not reduce and terminates at the earlier of the Child's attainment of the Limiting Age or the Insured Employee's retirement.
Contract Employee Termination or Retirement	Coverage terminates at the earlier of retirement or expiration of the current contract year. If you terminate mid-contract, coverage terminates the date you last worked.
Non Contract Employee Termination	Coverage terminates on the date you last worked
Guarantee Issue	Life Classes 01-03: \$50,000 Class 04: \$200,000 Supplemental Class 01: \$200,000 if participation is 25% or higher; \$0 if participation is less than 25% Class 03: \$50,000 if participation is 25% or higher; \$0 if participation is less than 25% Class 04: \$100,000 if participation is 25% or higher; \$0 if participation is less than 25% Dependent \$10,000
EOI Requirements	Late entrants Not enrolled within 31 days of eligibility, increases, and amounts exceeding the Guarantee Issue

Termination & Continuation of Coverage	Coverage may continue, with payment of premiums during: -FMLA -Paid Leave - 12 months -Unpaid Leave - 12 months -Layoff - 60 days -Strike or Locked Out -Military Leave
Conversion Provision	Included
Waiver of Premium Provision	Disabled prior to age 60 Elimination period - 6 months Waiver of premium terminates at age 65
Beneficiary Administration	Employers should request regular updates and maintain for their own records. Employees should also maintain a copy of the most recent beneficiary form for their records.
EAP	No
Identity Theft	No
Billing Information	Billing Method: List Billed Date Census Last Received: 6/1/2021
Renewal Date	10/1/2022

This summary of benefits is meant to be an overview of the Policy only. Please refer to the Certificate for a full explanation of your plan's benefits, exclusions, limitations, and reductions. Should there be any discrepancy between this outline and the Certificate, the Certificate will prevail.



Employer Use Only

National Insurance Services Contact Roster

All representatives can be reached at **1-800-627-3660**

For immediate response to your **SERVICE** questions, contact:

Alexis Lodewegen
Client Relations, Insured Products
alodewegen@nisbenefits.com

For immediate response to your **BILLING** questions, contact:

Zachary Cunningham
Billing Representative I
zcunningham@nisbenefits.com
Fax: 262-785-9269

For any plan **QUESTIONS** or to arrange an **IN-PERSON** visit to discuss your current plan and future changes, contact:

Haley Treba
Account Representative, Insured Products
htreba@nisbenefits.com

For questions about existing **CLAIMS**, contact:

Madison National Life Insurance Company, Inc.
Phone: 1-800-356-9601
Website: www.madisonlife.com
Email: gca@madisonlife.com

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Renewal of Contract for City Paid Life and ADD Insurance for Public Safety Employees with the Hartford Insurance Company.

DEPARTMENT: Human Resources

PREPARED BY: Mark Hayward, HR Director

ATTACHMENTS: City of Deland Binder Page 8.22.22, Hartford FY 22-25 AD&D Policy

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The City must provide additional Accidental Death and Dismemberment (ADD) coverage for our sworn Police Officers and certified Fire Fighters/Paramedics (PM) and EMT's. For the past 20+ years, the Hartford Insurance Company has offered this level of protection which meets State of Florida requirements. The City's Agent of Record (Brown and Brown) has been able to lock in a three-year rate for the first time.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

This year we are able to lock in a three-year deal for \$14,019.00, or \$4,673.00 per year, which is a reduction from our current contract.

RECOMMENDATION:

Staff recommends the City Commission approve the renewal rate with The Hartford Insurance Company for coverage from October 1, 2022-September 30, 2025 and further authorizes the City Manager to sign the renewal letter.

BACKGROUND/DISCUSSION:

N/A

HARTFORD FIRE INSURANCE COMPANY
Business Travel Accident Renewal Quote

8/22/2022

Laurie DeSandre
 Brown & Brown
 300 North Beach Street
 Daytona Beach, FL 32114

Re: City of Deland
 21-ETB-012923*
 10/1/2022



Business Insurance

Employee Benefits

Auto

Home

Dear Laurie,

Thank you for the opportunity to provide the Policyholder with valuable **Business Travel Accident** protection over the past term. The anniversary date for this policy is **October 1, 2022**.

Premium:		Initial
Option 1:	\$5,192 annually	
Option 2:	\$5,062 2 year annual installments	
Option 3:	\$9,606 2 year pre-paid	
Option 4:	\$4,933 3 year annual installments	
Option 5:	\$14,019 3 year pre-paid	MH

Please note: This quote is valid for 90 days.
***Policy number will change upon renewal acceptance.**

The renewal was rated with the following hazards, benefits and limits. Please view full renewal quote provided for detailed information on each.

Hazard:

H-24: Law Enforcement and Fire or Rescue Squad
 Line of Duty: \$75,000
 Fresh Pursuit: \$150,000
 Intentional Death or Dismemberment: \$225,000

Benefits:

Day Care: \$2,000
 Funeral Expense: \$5,000
 Paralysis: \$300,000
 Weekly Accident Indemnity: \$100
 Florida Statutory Annual Accidental Death Benefit Adjustment: Included
 Florida Statutory Burial Benefit: \$5,000
 Florida Statutory Education Benefit: \$2,000

To bind coverage, please initial by the selected option, sign and return or advise via email: Amber.Darby@TheHartford.com. Upon receipt of this signed document, it will serve as your coverage binder. **All bind orders are contingent on the broker agency and agent of record being appropriately licensed and appointed with Hartford Fire Insurance Company.**



Business Insurance

Employee Benefits

Auto

Home

Authorization / Signatures

X

Michael Pleus
City Manager

X

Julie Hennessy
City Clerk-Auditor

Sincerely,
Amber Darby
Senior Underwriter
Accident & Health
The Hartford

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries, including underwriting companies Hartford Life and Accident Insurance Company and Hartford Fire Insurance Company. Home Office is Hartford, CT. The Hartford is the administrator for certain group benefits business written by Aetna Life Insurance Company and Talcott Resolution Life Insurance Company (formerly known as Hartford Life Insurance Company).

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, CT 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.

**SCHEDULE**

POLICY NUMBER:	21-GTA-102208
POLICYHOLDER NAME:	City of Deland
POLICYHOLDER'S ADDRESS:	120 S Florida Avenue Deland, FL 32720
Policy Issue State:	Florida
Previous Policy No:	21-ETB-012923
Policy Period:	Policy Effective Date: 10/1/2022 Policy Termination Date: 10/1/2025
Covered Affiliate(s) or Subsidiary(ies):	None

Newly Acquired Corporations, Partnerships, or Sole Proprietorships

The premium for this Policy applies only to the Policyholder as constituted on the Policy Effective Date (or any renewal date of this Policy). However, any corporation, partnership, or sole proprietorship and acquired by the Policyholder after the Policy Effective Date (or any renewal date) will be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, as of the date of the acquisition, but only if the following conditions are both met by the Policyholder within a reasonable time after the acquisition date:

- 1) Policyholder must report to Us, in writing, the name of the newly acquired entity and all underwriting information We deem necessary to determine any additional premium required; and
- 2) it must agree to, and must pay, any required additional premium (or an appropriate portion thereof as agreed upon with Us).

If both conditions are not met within a reasonable time after the acquisition date, the newly acquired entity will not be considered a part of the Policyholder, or a Covered Affiliate or Subsidiary, and the employees from the newly acquired entity will not be considered as employees of the Policyholder or a Covered Affiliate or Subsidiary for Policy purposes, until the date both conditions are met.

PREMIUM

Policy Premium:	\$14,019
Premium Mode:	3 year pre-paid

DESCRIPTION OF ELIGIBLE CLASS(ES):

Class	Description Of Class(es)	Applicable Hazard Riders	Applicable Benefit Riders
1	All full-time sworn law enforcement officers of the Policyholder.	H-24	B-19, B-26, B-39, B-59, B-61, B-62, B-63

2	All part-time sworn law enforcement officers of the Policyholder.	H-24	B-19, B-26, B-39, B-59, B-61, B-62, B-63
3	All full-time firefighters of the Policyholder.	H-24	B-19, B-26, B-39, B-59, B-61, B-62, B-63

BENEFITS AND AMOUNTS

Class 1 - 3	PRINCIPAL SUM
Accidental Death & Dismemberment	
Line of Duty Coverage	\$75,000
Fresh Pursuit Coverage	\$150,000
Intentional Death or Dismemberment Coverage	\$225,000

HAZARD RIDER(S) - This Policy covers Injury resulting from the following hazard(s):

Identifier	Form Number	Description
H-24	Form BTA PA-10071 (LG) (FL)	Law Enforcement and Fire or Rescue Squad Hazard Rider

BENEFIT RIDER(S)

Identifier	Form Number	Description
B-19	Form BTA PA-10105 (LG) (FL)	Day Care Benefit Rider
B-26	Form BTA PA-10112 (LG) (FL)	Funeral Expense Benefit Rider
B-39	Form BTA PA-10124 (LG) (FL)	Paralysis Benefit Rider
B-59	Form BTA PA-10143 (LG) (FL)	Weekly Accident Benefit Rider
B-61	Form BTA PA-10145 (LG)	Florida Statutory Annual Accident Death Benefit Adjustment Rider
B-62	Form BTA PA-10146 (LG)	Florida Statutory Burial Benefit Rider
B-63	Form BTA PA-10147 (LG)	Florida Statutory Education Benefit Rider

BLANKET TRAVEL ACCIDENT POLICY

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.



Policyholder: City of Deland

Policy Number: 21-GTA-102208

For questions or complaints, please contact Us at 1-888-560-9632.

We will pay benefits according to the conditions of this Policy.

This is a legal contract between the Policyholder and Us. We agree to provide the rights and benefits of this Policy according to its conditions and provisions.

This Policy begins on the Policy Effective Date shown in the Schedule and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. After the Policy Termination Date, this Policy may be renewed for additional periods of time by mutual written consent between Us and the Policyholder at the premium rates set by Us for the renewal period.

PLEASE READ THE POLICY CAREFULLY.

This Policy is delivered in and governed by the laws of the state of Florida, and to the extent applicable, by the Employee Retirement Income Security Act of 1974 (as amended). This Policy may be inspected at the office of the Policyholder.

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

THIS IS A LIMITED BENEFIT POLICY.

IT PROVIDES BENEFITS FOR SPECIFIC LOSSES FROM ACCIDENT ONLY. IT IS NOT INTENDED TO COVER ALL MEDICAL COSTS.

Signed for Hartford Fire Insurance Company at Hartford, Connecticut

A handwritten signature in black ink, appearing to read "Kevin Barnett".

Kevin Barnett, Secretary

A handwritten signature in black ink, appearing to read "Douglas Elliot".

Douglas Elliot, President

Non-Participating

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DEFINITIONS

Accident, Accidental means a sudden, abrupt, and unexpected event.

Activities of Daily Living mean the following self-care functions:

- 1) bathing: washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower;
- 2) dressing: putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs;
- 3) toileting: getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene;
- 4) transferring: moving into or out of a bed, chair or wheelchair;
- 5) continence: the ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to maintain a reasonable level of personal hygiene;
- 6) eating: feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

Aircraft means a vehicle which:

- 1) has a valid Airworthiness Certificate issued by the FAA;
- 2) is being flown by a pilot with a valid license to operate the Aircraft.

Airworthiness Certificate means a valid and current "Standard Airworthiness Certificate" issued by the FAA.

Alcohol and Substance Abuse means the overindulgence in or dependence on a stimulant, depressant or other chemical substance, leading to effects that are detrimental to the individual's physical or mental health or the welfare of others.

Civil Aircraft means a civilian or public Aircraft which:

- 1) has an Airworthiness Certificate;
- 2) is piloted by a person who has:
 - a) a current pilot certificate which the appropriate Aircraft category rating for that Aircraft; and
 - b) a current medical certificate which is appropriate for the operation of that Aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

A Civil Aircraft does not include a Policyholder Aircraft.

Confined, Confinement means the assignment to a bed in a medical facility for a period of at least 24 consecutive hours.

Conveyance means any motorized craft, vehicle, or mode of transportation licensed or registered by a governmental authority with competent jurisdiction. Conveyances include, but are not limited to, air ambulances, land ambulances and private motor vehicles.

Correctional Officer means any person who is appointed or employed full time by the state or any political subdivision thereof, or by any private entity which has contracted with the state or county, and whose primary responsibility is the supervision, protection, care, custody and control or investigation of inmates within a correctional institution; however, this definition does not include any secretarial, clerical or professionally trained personnel.

Correctional Probation Officer means any person who is appointed or employed full time by the state whose primary responsibility is the supervised custody, surveillance and control of assigned inmates, probationers, parolees or community controllees within institutions of the Department of Corrections or within the community. This definition includes supervisory personnel whose duties include, in whole or in part, the supervision, training and guidance of correctional probation officers, but excludes management and administrative personnel above, but not including, the probation and parole regional administrator level.

Covered Accident means an Accident that occurs directly and independently of all other causes while coverage is in effect for an Insured Person resulting in a Covered Loss under the Policy for which benefits are payable.

The Insured Person must be participating in a Covered Hazard, as identified in the Schedule, when the Accident occurs.

Covered Hazard means those hazards set out in the Covered Hazards section of the Schedule, in which Insured Persons are provided insurance under the Policy.

Covered Loss means an accidental death, dismemberment or other Injury covered under the Policy.

Dependent Child(ren) means:

- 1) an Insured Person's or Spouse's natural child, legally adopted child or stepchild;
- 2) a child placed into the Insured Person's or Spouse's custody for adoption (regardless of whether the adoption has become final);
- 3) a child for whom the Insured Person or Spouse is ordered by a court or administrative order to provide coverage regardless of whether he/she is the custodial or non-custodial parent; or
- 4) an Insured Person's or Spouse's foster child or any other child for whom the Insured Person or Spouse has been appointed legal guardian; or
- 5) any other child who lives with the Insured Person in a regular parent/child relationship and is dependent on the Insured Person for support and maintenance;

who is/are:

- 1) unmarried; and
- 2) under 18 years of age; or
- 3) a student age 18 or older but under age 26.

If an unmarried child is age 18 or older and is:

- 1) incapable of self-sustaining employment because of a mental or physical disability;
- 2) chiefly dependent on the Insured Person or Spouse for financial support and maintenance;

and proof has been provided of his/her disability upon Our request, that child will continue to be a dependent child until these conditions cease to exist.

Eligible Class means any group of people listed in the Description of Eligible Class(es) shown in the Schedule.

Emergency Duty means the fighting of a fire or responding to any other emergency call for the Policyholder.

Emergency Rescue or Public Safety Worker means any person employed full time by the state or any political subdivision of the state as a Firefighter, paramedic, emergency medical technician, Law Enforcement Officer, or Correctional Officer who, in the course of employment, runs a high risk of occupational exposure to hepatitis, meningococcal meningitis, or tuberculosis and who is not employed elsewhere in a similar capacity. However, this definition does not include any person employed by a public Hospital licensed under chapter 395 of the Florida Statutes or any person employed by a subsidiary thereof.

Extreme Sport or Extra-Hazardous Activities means sky diving, bungee jumping, zip lining, base jumping, parachuting, hang gliding, hot air ballooning, mountain climbing, rock or ice climbing, spelunking, paintballing, scuba diving, snow or water skiing, snowboarding, jet skiing, white or black water rafting, surfing, parasailing, parascending, windsurfing, motorcycling, motocross, off-road bicycle racing, cycle touring, triathlon competitions, safari, animal riding (i.e. camel, elephant), running with the bulls, rodeos, racing of any motor vehicle on land or water, use of pyrotechnics, use of any dangerous animals during production (i.e. sharks, tigers, bears), any undersea/underwater productions, or any equestrian productions.

FAA means:

- 1) the Federal Aviation Administration of the United States; or
- 2) the similar aviation authority for the country of the Aircraft's registry, if the country is recognized by the United States.

Fire means any intentional burning of materials that is done with the intent to cause Injury, damage or fear, or any accidental burning of materials.

Firefighter means any full-time duly employed uniformed Firefighter employed by an employer, whose primary duty is the prevention and extinguishing of fires, the protection of life and property therefrom, the enforcement of municipal, county, and state fire prevention codes, as well as the enforcement of any law pertaining to the prevention and control of fires, who is certified pursuant to Florida Statute 633.35, and who is a member of a duly constituted fire department of such employer or who is a volunteer Firefighter.

Geographic Area means the city, providence or region in which the service, procedure, devices, drugs, Treatment or supplies are provided or a greater area, if necessary, to obtain a representation cross-section of charges for a like treatment, service, procedure, device, drug, or supply. Inside the United States, this would be based on the first three digits of the zip code.

Hospice Care means specialized care, medical services and emotional support for an Insured Person who is in the last stages of an advanced illness, focusing on comfort and quality of life rather than cure.

Hospice Facility means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides Hospice Care and related services 24 hours per day, 7 days per week;
- 2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times; and
- 3) is not mainly a place for care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Hospice Facility must follow certification by a Physician or hospice medical director that an Insured Person is terminally ill with less than 6 months to live if the Covered Loss runs its normal course. This definition does not include a nursing home, Rehabilitation Facility, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

Hospital means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides Medical Care and Treatment of sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- 4) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof, which is used primarily as:

- 1) a nursing home, convalescent home or Skilled Nursing Facility;
- 2) an alcohol or drug treatment facility; or
- 3) a place for rest, custodial care or for the aged.

Immediate Family Member means a person who is related to the Insured Person in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes step-parent), grand-parent (includes step grand-parent), brother or sister (includes stepbrother or stepsister and half-brother or half-sister), or child (includes a child legally adopted or a child placed for adoption but not yet adopted), or stepchild.

Injury means bodily injury sustained by an Insured Person caused from a Covered Accident that:

- 1) occurs while this Policy is in force as to the Insured Person whose Injury is the basis of claim; and
- 2) occurs under the circumstances described in a Covered Hazard applicable to that Insured Person.

See the Schedule for applicability of all Covered Hazards and benefits. All Injuries sustained by one Insured Person in any one Covered Accident, including all related conditions and recurrent symptoms of the Injuries are considered a single Injury.

Subject to the conditions stated in the Florida statute(s), Injury shall also include any occupational condition or impairment of health of:

- 1) an Insured Person serving as a Firefighter caused by tuberculosis, heart disease or hypertension, if such condition or impairment results in death. The Insured Person must have successfully passed a physical examination upon entering into any such employment, which examination failed to reveal any evidence of any such condition; or
- 2) an Insured Person serving as Emergency Rescue or Public Safety Worker caused by Hepatitis, meningococcal meningitis or tuberculosis, if such condition or impairment results in death. Prior to diagnosis of hepatitis or tuberculosis, the Insured Person must have undergone standard, medically acceptable tests for evidence of the disease, and such tests must fail to indicate the presence of the infection; or
- 3) an Insured Person serving as a First Responder or Emergency Rescue or Public Safety Worker:
 - a. caused by exposure to a toxic substance if there is a preponderance of evidence establishing that exposure to the specific substance involved, at the levels to which the First Responder or Emergency

- Rescue or Public Safety Worker was exposed, can cause the condition or impairment of health Exposure to COVID-19 or any other virus or infectious disease is not considered exposure to a toxic substance or
- b. due to an adverse result or complication from a required small pox vaccination; or
 - c. resulting in a Mental and Nervous Disorder demonstrated by clear and convincing evidence that it is a result of duties as a First Responder or Emergency Rescue or Public Safety Worker and there is an accompanying physical Injury.

Such Injury:

- a. Must occur while this Policy is in force as to the Insured Person whose Injury is the basis of claim;
- b. Must result in death within 365 days after the Covered Accident
- c. Must occur under the circumstances described in the Line of Duty Coverage applicable to that Insured Person and
- d. Does not include death related to COVID-19 or any other virus or infectious disease, or bodily injury or occupational conditions or impairments of health, other than those enumerated above.

Institution of Higher Learning includes, but is not limited to, any state or private university or college, professional or trade school.

Insured Person means a person:

- 1) who is a member of an Eligible Class described in the Schedule;
- 2) for whom premium has been paid; and
- 3) while covered under this Policy.

Kidnap, Kidnapped, or Kidnapping means the wrongful abduction and holding under duress or by fraudulent means of an Insured Person by any person or group making a ransom demand or series of ransom demands for the release of such Insured Person.

Law Enforcement Officer means any person who is elected, appointed or employed full time by any municipality of the state, who is vested with authority to bear arms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. This definition includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance and management responsibilities of full and part-time law enforcement officers or auxiliary law enforcement officers but does not include support personnel employed by the employing agency.

Leased Aircraft means any Aircraft not owned by the Policyholder but:

- 1) furnished for the use of and at the discretion of the Policyholder;
- 2) under the Policyholder's care, custody, or control for a stated period of time other than for a specific purpose or trip;
- 3) subject to a formal written lease agreement defining:
 - a) all terms, conditions, and obligations of both parties during the term of the lease; and
 - b) provisions for the safe return of the Aircraft to the owner, fair wear and tear expected;
- 4) with or without a pilot or crew furnished by the owner in attendance; and
- 5) with or without maintenance furnished by the owner.

Line of Duty means act or acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged. It does not include commuting between home and place of work or travel or any other act not considered to be in the Line of Duty of the Insured Person.

Medical Care means necessary:

- 1) medical or surgical Treatment, services and supplies;
- 2) Hospital, nursing and ambulance services.

Each item of Medical Care must be:

- 1) prescribed by a Physician;
- 2) for the sole purpose of treating the Injury.

Medical Professional means a person who is appropriately licensed to provide Medical Care and Treatment, including a nurse practitioner (NP/APRN), physician's assistant (PA) or registered nurse (RN). The medical professional must be

acting within the scope of his/her license. A medical professional does not include an Insured Person or any Immediate Family Member.

Member of the Household means a person who maintains residence at the same address as the Insured Person at the time of the Injury.

Mental and Nervous Disorders means any condition, disease or disorder listed as a mental or nervous disorder in the most recent edition of the International Classification of Diseases (ICD) and the Diagnostic and Statistical Manual of Mental Disorders (DSM), where improvement can be reasonably expected with therapy.

This definition does not include conditions, diseases or disorders related to Substance Abuse.

Military Transport Aircraft means a transport Aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of any country.

Occupation means the occupation, job or work the Insured Person performed at the time of the Accident causing the Injury for which benefits are claimed.

Off the Premises of the Policyholder means real estate that is not owned, leased, controlled or under the management of the Policyholder and is not used to conduct business.

On the Premises of the Policyholder means on real estate owned, leased, controlled or under the management of the Policyholder and used by the Policyholder to conduct business.

Other Income Benefits means the amount of any benefit for loss of income, provided to the Insured Person or to his or her family, as a result of the period of disability for which the Insured Person is claiming benefits. This includes any benefits for which the Insured Person or his or her family are eligible or that are paid to the Insured Person, his or her family, or to a third party on behalf of the Insured Person, pursuant to any:

- 1) temporary or permanent disability benefits under a Workers' Compensation law, occupational disease law, or from any similar law for firefighters and rescue personnel;
- 2) governmental law or program that provides disability or unemployment benefits as a result of the Insured Person's job with any employer;
- 3) plan or arrangement of coverage, whether insured or not, as a result of employment by or association with an employer or as a result of membership in or association with any group, association, union or other organization;
- 4) individual insurance policy where the premium is wholly or partially paid by an employer;
- 5) "no-fault" automobile insurance plan;
- 6) disability benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or similar plan or act that the Insured Person, his or her Spouse and children, are eligible to receive because of the Insured Person's disability or because of the Insured Person's retirement, unless the Insured Person was receiving them prior to becoming disabled;
- 7) disability benefits under any employer's retirement plan that is wholly or partially funded by employer contributions, unless:
 - a) the Insured Person was receiving it prior to becoming disabled; or
 - b) the Insured Person immediately transfers the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement. Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by the Insured Person's after-tax contributions;
- 8) any portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for the Insured Person's loss of earnings.

Paralysis means the complete loss of muscle function in a part of the body as a result of neurological damage, as determined by a Physician.

Passenger(s) means a person not performing as a pilot, operator, or crew member of a Conveyance.

Physician means a provider or practitioner who:

- 1) is properly licensed or certified to provide care or Treatment under the laws of the state where he or she practices;
- 2) provides services that are within the scope of his or her license or certificate; and
- 3) is not the Insured Person, a Member of the Household of the Insured Person or an Immediate Family Member.

Policy means this insurance policy, certificate, the Schedule and all attached riders, amendments, endorsements or other papers.

Policy Period means the period between the Policy Effective Date and Policy Termination Date. These dates are shown on the Schedule.

Policyholder Aircraft means an Aircraft which is owned by the Policyholder, a Leased Aircraft or an Aircraft operated by or on behalf of the Policyholder.

Rehabilitation Care Facility means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides Rehabilitation Care Services;
- 2) is under the direct supervision of a Physician;
- 3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
- 4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a rehabilitation care facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Skilled Nursing Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

Schedule means the benefits, benefit amounts, terms, limitations, and provisions of coverage selected by the Policyholder which is attached to and made a part of this Policy.

Sickness means an illness, disease or condition that impairs an Insured Person's normal functioning of mind or body and which is not the direct result of an Injury or Accident. Sickness also includes Complications of Pregnancy.

Skilled Nursing Facility means an appropriately licensed healthcare facility, or a distinct unit within a Hospital or other institution, which:

- 1) provides skilled nursing care and related services 24 hours per day, 7 days per week;
- 2) is under the direct supervision of a Physician and has a Physician or Medical Professional available at all times;
- 3) has a planned program of policies and procedures developed with and periodically reviewed by one or more Physicians; and
- 4) is not mainly a place for rest, Custodial Care, care of the aged/elderly, care of persons with Substance Abuse issues/disorders, care of persons with Mental and Nervous Disorders, or a hotel or similar establishment.

Confinement in a Skilled Nursing Facility must be at the direction of a Physician. This definition does not include a Hospice Facility, nursing home, Rehabilitation Care Facility or swing bed hospitals that are authorized to provide and be paid for extended care services.

Spouse means any individual who is recognized as the spouse of the Insured Person, under applicable state law.

Spouse will also include a domestic partner or civil union partner as determined by any controlling legal authority or, in the absence of such authority, by agreement between Us and the Policyholder.

Surgical Replantation means the surgical reattachment of an arm, leg, hand, foot, finger, or toe that has been severed from an Insured Person's body.

Terrorist Act means the unsanctioned and illegal use of force which causes destruction of property, Injury or death by an individual or group for the express or implied purpose of achieving political, ethnic or religious goals or results and which is declared as such by the U.S. State Department or other appropriate U.S. government agency. Losses due to the issuance of travel advisories, bulletins or alerts, war or acts of war, civil disorder, riot or unrest, bomb scares or threats of terrorist activity, or terrorist acts against any Common Carrier are not covered.

Therapy Services means acupuncture, respiratory therapy, occupational therapy, physical therapy or speech therapy.

Totally Disabled or Total Disability means that, for the first 12 months of the disability, the Insured Person is unable to perform the material and substantial duties of the Insured Person's regular occupation for which he or she is qualified by

reason of education, experience or training. After the first 12 months of disability, Totally Disabled means the Insured Person is unable to perform the material and substantial duties of any occupation for which he or she is qualified by reason of education, experience or training.

Transportation means moving an individual by the most efficient and available land, water or air Conveyance.

Treatment means medical advice, diagnosis, care or services (including diagnostic measures) received by a person, or the use of drugs or medicines by a person.

Urgent Care Facility means a licensed, freestanding healthcare facility providing immediate, short-term Medical Care without an appointment, other than a Hospital (including any outpatient department of a Hospital), Emergency Room, or Physician or Medical Professional's office/clinic. The facility must:

- 1) be under the direct supervision of a Physician; and
- 2) provide Treatment by Physicians and/or Medical Professionals.

Usual and Customary Charge(s) means the average amount charged by most providers for Treatment, service or supplies in the Geographic Area where the Treatment, service or supply is provided.

Violent Act means any willful or unlawful use of force in connection with the commission of or the attempt to commit a crime (including, but not limited to, robbery, hold-up, extortion, theft, Kidnapping, hostage-taking, assault, battery, sniping, murder, manslaughter, riot, or insurrection) that:

- 1) results in Injury to the Insured Person; and
- 2) is a felony or a misdemeanor in the jurisdiction in which it occurs.

We, Us or Our means the Hartford Fire Insurance Company.

POLICY EFFECTIVE AND TERMINATION DATES

Policy Effective Date

This Policy begins on the Policy Effective Date shown in the Schedule at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Policy Termination Date

We may terminate this Policy by giving 45 days advance notice in writing to the Policyholder. Either We or the Policyholder may terminate this Policy on any premium due date by giving 45 days advance notice in writing to the other party.

This Policy may, at any time, be terminated by mutual written consent of the Policyholder and Us.

This Policy terminates automatically on the earlier of:

- 1) the Policy Termination Date shown in the Schedule; or
- 2) the end of the Grace Period if premiums are not paid when due.

Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INSURED PERSON'S EFFECTIVE AND TERMINATION DATES

Insured Person's Effective Date

An Insured Person's coverage under this Policy begins on the latest of:

- 1) the Policy Effective Date;
- 2) the date for which the first premium for the Insured Person's coverage is paid; or
- 3) the date the person becomes a member of an Eligible Class as described in the Schedule.

A change in an Insured Person's coverage under this Policy due to a change in his or her Eligible Class, or Covered Hazard becomes effective on the later of:

- 1) when the change in his or her Eligible Class, or Covered Hazard occurs; or
- 2) if the change requires a change in premium, the date the changed premium is paid.

However, a change in coverage applies only with respect to a Covered Loss that occurs once the change becomes effective.

Insured Person's Termination Date

An Insured Person's coverage under this Policy ends on the earliest of:

- 1) the date this Policy is terminated (unless the Policyholder and Us agree, in writing, to permit coverage to continue to the end of the period for which premiums have been paid in lieu of a return of unearned premiums);
- 2) the end of the Grace Period if premiums are not paid when due; or
- 3) the date the Insured Person ceases to be a member of any Eligible Class described in the Schedule.

Termination of coverage will not affect a claim for a Covered Loss that occurs either before or after such termination if that loss results from a Covered Accident that occurred while the Insured Person's coverage was in force under this Policy.

PREMIUM

Premiums

Premiums are payable to Us as shown in the Schedule. We may change the required premiums due on any Policy anniversary date, as measured annually from the Policy Effective Date, by giving the Policyholder at least 45 days advance written notice.

We may change the required premiums as a condition of any renewal of this Policy. We may also change the required premiums at any time when any change affecting rates is made in this Policy. Any such change in this Policy will not take effect until any required additional premium is received by Us, except as otherwise agreed to in writing by the Policyholder and Us.

We may change the premium rates if:

- 1) there is a change in the Policy;
- 2) there is any change to state or federal law or inaction by state or federal law makers which affects Our liability under the Policy on a temporary or permanent basis;
- 3) Social Security Disability benefits are reduced or eliminated on a temporary or permanent basis due to the actual or threatened insolvency of the Social Security Disability Insurance Trust Fund;
- 4) there is a 10% increase or decrease in the number of insured;
- 5) the Policyholder adds or deletes a subsidiary, affiliated business entity or Policyholder Aircraft; or
- 6) there has been a material misstatement in the reported experience during the pre-sale process.

Renewal

This Policy may be renewed, subject to Our consent, by payment of premiums as they become due. The renewal premiums will be based on Our rates in effect at the time of renewal.

Grace Period

A grace period of 31 days will be provided for the payment of any premium due after the Initial Premium. This Policy will not be terminated for nonpayment of premium during the Grace Period if the Policyholder pays all premiums due by the last day of the Grace Period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the Grace Period.

If We expressly agree to accept late payment of a premium without terminating the Policy, the Policyholder will be liable to Us for any unpaid premiums for the time this Policy is in force.

No grace period will be provided if We receive notice to terminate this Policy prior to a premium due date.

ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) BENEFIT(S)

If the Insured Person's Injury results in any of the losses listed in the table below within 365 days after the date of the Covered Accident, We will pay the sum shown opposite the loss. We will not pay more than the Accidental Death or Accidental Dismemberment Principal Sum shown for each Insured Person for all losses due to the same Covered Accident. The Accidental Death or Accidental Dismemberment Principal Sum amount is shown in the Schedule.

FOR LOSS OF:

Life.....
Both Hands or Both Feet or Sight of Both Eyes.....
One Hand and One Foot.....
One Hand and Sight of One Eye
One Foot and Sight of One Eye.....
Speech and Hearing in Both Ears.....
Speech and Hearing in One Ear.....
One Arm or One Leg.....
One Hand or One Foot.....
Sight of One Eye.....
Speech or Hearing in Both Ears.....
Thumb and Index Finger on the Same Hand.....

BENEFIT:

100% of the Accidental Death Principal Sum
100% of the Accidental Dismemberment Principal Sum
100% of the Accidental Dismemberment Principal Sum
100% of the Accidental Dismemberment Principal Sum
100% of the Accidental Dismemberment Principal Sum
100% of the Accidental Dismemberment Principal Sum
75% of the Accidental Dismemberment Principal Sum
75% of the Accidental Dismemberment Principal Sum
50% of the Accidental Dismemberment Principal Sum
50% of the Accidental Dismemberment Principal Sum
50% of the Accidental Dismemberment Principal Sum
25% of the Accidental Dismemberment Principal Sum

For purposes of this benefit:

- 1) **Loss of Arm** means Severance of an arm above the elbow joint, including the Severance of the entire arm.
- 2) **Loss of Both Feet, Loss of One Foot** means Severance of a foot or both feet above the ankle joint, including the Severance of an entire leg or any part of a leg that includes an entire foot.
- 3) **Loss of Both Hands, Loss of One Hand** means Severance of at least four whole fingers at or proximal to the metacarpophalangeal joints (the joints that connect the fingers and the hand) from one or both hands, including the Severance of an entire arm or any part of an arm that includes an entire hand.
- 4) **Loss of Fingers or Thumb** means Severance of more than one finger or the thumb at least at or proximal to the first interphalangeal joint of each finger.
- 5) **Loss of Hearing** means total and permanent loss of hearing in one or both ears which cannot be corrected by any means.
- 6) **Loss of Leg** means Severance of a leg above the knee joint, including the Severance of the entire leg.
- 7) **Loss of Sight of Both Eyes, Loss of Sight of One Eye** means total and permanent loss of sight or blindness which cannot be corrected by any means, or Severance of one or both eyes.
- 8) **Loss of Speech** means total and permanent loss of audible voice communication which cannot be corrected by any means.
- 9) **Severance** means the complete separation and dismemberment of the part from the body.

Surgical Replantation Benefit

If a limb or appendage is Surgically Replanted, the amount payable will be 50% of the amount which would have been paid for a Loss of such limb or appendage. If the Surgical Replantation fails to provide the person with at least 75% use of the limb or appendage, the Benefit Amount for the Loss will be paid, less any amount paid for the Surgical Replantation.

The amount payable depends on the type of Loss as shown above. All benefits are subject to the Accidental Dismemberment Principal Sum amount shown in the Schedule. We will not pay more than the Accidental Dismemberment Principal Sum shown for each Insured Person for all losses due to the same Covered Accident subject to the Age Reduction Schedule.

Exposure and Disappearance

We will presume an Insured Person has died due to Injuries if, while insurance is in effect, the Insured Person dies as a result of exposure to the elements as a result of an Injury.

We will presume the Insured Person has died if, while insurance is in effect and after the forced landing, stranding, sinking, or wrecking of a vehicle:

- 1) the Insured Person disappears; and
- 2) the Insured Person's body is not found within 1 year(s) of disappearance; and
- 3) a valid death certificate is issued by a court of competent jurisdiction.

LIMITATIONS AND EXCLUSIONS

Economic Sanction

We will not provide coverage or pay benefits under this Policy to the extent, and only to the extent, that We are prohibited from providing coverage or making payment by any type of travel restriction, trade restriction, economic sanction, or embargo imposed by the United States government.

Limitation on Multiple Benefits

If an Insured Person suffers one or more Covered Losses from the same Covered Accident for which amounts are payable under all of the benefits provided by this Policy, the maximum amount payable under all of the benefits combined will not exceed the largest amount payable for one of those Covered Losses.

Limitation on Multiple Covered Hazards or Classes

If an Insured Person's Injury is caused by a Covered Accident that occurs while the Insured Person is covered under more than one Covered Hazard or Class, and if the same benefit applies to that Insured Person with respect to more than one such Covered Hazard or Class, then the Accidental Death or Accidental Dismemberment Principal Sum for that Insured Person for that Covered Accident will be determined as though the Covered Accident occurred while the Insured Person was covered under only one such Covered Hazard and Class. We will pay the benefits for the Covered Hazard and Class with the largest Principal Sum for that Insured Person.

Exclusions

Unless otherwise specified in the Policy, including any attached Riders, the Policy does not cover loss resulting from or for:

- 1) suicide or attempted suicide, whether sane or insane, or intentionally self-inflicted Injury;
- 2) war or act of war, whether declared or undeclared;
- 3) Injury sustained while on active duty service in the military, naval or air force of any country or international organization. Upon Our receipt of proof of service, We will refund any premium paid for this time. Reserve or National Guard Service is not excluded, unless it extends beyond 31 days;
- 4) Injury sustained while on any Aircraft except a Civil Aircraft, or Military Transport Aircraft, unless specifically covered by a Hazard Rider;
- 5) except when specifically covered by a Hazard Rider, Injury sustained while on any Aircraft:
 - a) as a pilot, crewmember or student pilot;
 - b) as a flight instructor or examiner;
 - c) if it is owned, operated or leased by or on behalf of the Policyholder, or any employer or organization covering any Eligible Class under the Policy; or
 - d) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 6) Injury sustained as a result of the Insured Person's voluntary intoxication through the use of poison, gas or fumes, whether by ingestion, injection, inhalation or absorption;
- 7) Injury sustained by an Insured Person during or as a result of his or her commission of a felony or while incarcerated for a felony, except that this exclusion will not be applicable upon acquittal or dismissal of the felony charges;
- 8) Injury sustained while the Insured Person is under the influence of intoxicants (as defined by the law of the jurisdiction in which the Injury occurred) while operating any vehicle or means of Transportation or Conveyance;
- 9) Injury sustained by an Insured Person during or as a result of his or her participation in activities not sponsored or supervised by the Policyholder or any Extreme Sport or Extra-Hazardous Activities;
- 10) stroke or cerebrovascular accident or event; cardiovascular accident or event; myocardial infarction or heart attack; coronary thrombosis; aneurysm;
- 11) sickness, disease, or bacterial or viral infection, or medical or surgical treatment thereof unless and only to the extent covered by Rider, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
- 12) Mental and Nervous Disorders;
- 13) services for which no charge is normally made;
- 14) Injury sustained while playing or practicing in:
 - a) all intercollegiate sports;
 - b) any inter-school club sports;
 - c) any intramural sports; or
 - d) any form of tackle football.

CLAIMS PROVISIONS

Notice of Claim

The person who has the right to claim benefits (the claimant, beneficiary or his or her representative) must give Us written Notice of a Claim within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice of claim may be submitted as instructed on the applicable form or mailed to Our home office in Hartford, CT. Notice given by or on behalf of an Insured Person to Us, or to Our authorized agent, with information sufficient to identify the Insured Person, shall be notice to Us. Failure to give notice within this time frame will not invalidate nor reduce any claim. The notice should include the Insured Person's name and the Policy Number.

Claim Forms

When We receive the notice of claim, We will send forms to the claimant for giving Us Proof of Loss. The forms will be sent within 10 days after We receive the notice of claim. If the forms are not received, the claimant will satisfy the Proof of Loss requirement if a written notice of the occurrence, character and extent of the loss is sent to Us.

Proof of Loss

Written Proof of Loss must be furnished to Us within 90 days after the date of the loss. If the claim is for loss of time due to disability, subsequent written proofs of the continuance of such disability must be furnished at such intervals as We may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

All Proof of Loss submitted must be satisfactory to Us and must include information which is required by Us to adjudicate the claim. In addition, the claimant must provide Us any Proof of Loss documentation specifically required in any relevant Rider. We reserve the right to request additional information reasonably related to the claim.

Time of Payment of Claims

We will pay any benefit due, other than benefits for which the Policy provides periodic payment, immediately after We receive Proof of Loss. Subject to due written Proof of Loss, all accrued benefits for which the Policy provides periodic payment will be paid not later than at the expiration of each period of 30 days during the continuance of the period for which benefits are due, and any balance remaining unpaid at the termination of the period will be paid immediately upon receipt of the proof.

Payment of Claims

We will pay any benefit due for loss of life according to the written beneficiary designation on file with the Policyholder; otherwise, if no beneficiary is named or no named beneficiary survives the Insured Person, payment will be made to the Insured Person's estate. All other benefits due and not assigned will be paid to the Insured Person.

If a benefit due is payable to:

- 1) the Insured Person's estate; or
- 2) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment,

We may pay up to \$3,000 of the benefit due to some other person whom We believe is entitled to the payment, and who is related to the Insured Person or the beneficiary by blood or marriage. We will be relieved of further responsibility to the extent of any payment made in good faith. We may pay benefits directly to any Hospital or person rendering covered services, unless the Insured Person requests otherwise in writing. The Insured Person must make the request no later than the time he or she files Proof of Loss.

Appealing Denial of Claims

If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person. This written decision will:

- 1) give the specific reason or reasons for denial;
- 2) make specific reference to Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and

- 4) provide an explanation of the review procedure.

On any denied claim, an Insured Person or his representative may appeal to Us for a full and fair review. The claimant may:

- 1) request a review upon written request within 60 days of receipt of claim denial;
- 2) review pertinent documents; and
- 3) submit issues and comments in writing.

We will make a decision no more than 60 days after receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons for the decision on which the decision is based.

Subrogation

In the event:

- 1) an Insured Person suffers a Covered Loss caused, in full or in part, by the act or omission of any person or legal entity;
- 2) the Insured Person or claimant becomes entitled to and are paid benefits under the Policy; and
- 3) the Insured Person or claimant does not initiate legal action for the recovery of such benefits from a Third Party in a reasonable period of time or notify Us that he or she does not intend to do so;

then We will be subrogated to any rights such person may have against a Third Party and may, at Our option, bring legal action against or otherwise pursue a Third Party to recover any payments made by Us in connection with the Covered Loss.

Third Party, as used in this provision, means:

- 1) any person or legal entity whose act or omission, in full or in part, causes the Covered Loss for which benefits are paid or payable under the Policy; or
- 2) any insurer, including the Insured Person's own, that provides benefits to the Insured Person or claimant as a result of the act or omission which caused the Covered Loss for which benefits are paid or payable under the Policy.

This provision does not apply to Accidental Death and Dismemberment benefits.

Physical Examinations and Autopsy

We, at Our own expense, shall have the right and opportunity to have:

- 1) a claimant for whom a claim is made examined by a Physician or Medical Professional of Our choice during the pendency of a claim as often as reasonably required; and
- 2) an autopsy conducted for a claimant for whom a claim is made in case of death, where not prohibited by law.

Legal Actions

No legal action may start:

- 1) until 60 days after Proof of Loss has been given; or
- 2) after the expiration of the applicable statute of limitations beginning from the time written proof of loss is required to be given.

Assignment

This insurance may not be assigned. The Insured Person may not assign any of his or her rights, or privileges or benefits under this Policy. Benefit payments may be assigned as allowed in the Payment of Claims provision.

Workers' Compensation Coverage

The Policy does not replace Workers' Compensation or affect any requirement for Workers' Compensation coverage.

GENERAL PROVISIONS

Entire Contract

The entire contract between the Policyholder and Us consists of this Policy, Certificate, Schedule and any riders made a part of this Policy at issue.

Incontestability

In the absence of fraud, the validity of this Policy shall not be contested, except for nonpayment of premium, after it has been in force for two years from the Policy Effective Date.

Statements

In the absence of fraud, all statements made by the Policyholder and persons insured under this Policy will be deemed representations and not warranties. No statement will be used in any contest unless it is in writing, signed by the person making it and a copy of it is given to the person who made it, or, in the event of the death or incapacity of the Insured Person, to the Insured Person's beneficiary or personal representative.

Changes

No agent has authority to change or waive any part of this Policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made part of this Policy. We may only make changes to the Policy that are approved by the Florida Office of Insurance Regulation.

Noncompliance with Policy Requirements

Any express waiver by Us of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by Us to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Data Furnished by Policyholder

The Policyholder must maintain adequate records acceptable to Us and provide any information required by Us relating to this insurance, its premium, and any benefits claimed or paid hereunder.

Right to Audit

We will have the right to inspect and audit, at any reasonable time, all records and procedures of the Policyholder that may have a bearing on this insurance, its premium, and any benefits claimed or paid hereunder.

Certificates

If required by the laws of the state where this Policy is delivered, We will give certificates to the Policyholder for delivery to Insured Persons. The certificates will state the features of this Policy which are important to Insured Persons.

Conformity with State and Federal Law

Any provision of the Policy that is contrary to the law of the jurisdiction in which it is delivered or with any other applicable law is amended to meet the minimum requirements of the law.

Right to Receive and Release Needed Information

We have the right to decide in Our sole judgment what facts We need to administer this Policy. We may get needed facts from, or give them to, any other organization or person. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under this Policy must give Us any facts We need to determine coverage under this Policy or determine the correct payment of a claim.

Facility of Payment and Right to Recovery

If a payment made under another plan includes an amount that should have been paid under this Policy, We may pay that amount to the organization making that payment. That amount will then be treated as though it were a benefit paid under this Policy, and We will not have to pay that amount again. If the amount of the payments made by Us is more than it should have paid under this Policy, We may recover the excess from any person(s) to or for whom We have overpaid, including insurance companies or other organizations. If benefits are overpaid, We may recover the amount overpaid by requesting a lump sum payment of the overpaid amount or reducing future benefits payable under this Policy.

New Entrants

This Policy will allow from time to time, that new eligible Insured Persons of the Policyholder be added to the Eligible Class(es) of Insured Persons originally insured under this Policy.

Misstatement of Age

If premiums for the Insured are based on age and the Insured Person has misstated his or her age, there will be a fair adjustment of premiums based on his or her true age. If the benefits for which the Insured Person is insured are based on age and the Insured Person has misstated his or her age, there will be an adjustment of said benefit based on his or her true age. We require satisfactory proof of age before paying any claim.

Clerical Error

Clerical error, whether by the Policyholder or Us, will not void the insurance of any Insured Person if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

Policy Interpretation

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Policy. This provision applies where the interpretation of the Policy is governed by the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

The Hartford® is The Hartford Financial Services Group, Inc. and its subsidiaries.



Policyholder: City of Deland
Policy Number: 21-GTA-102208

H-24 – LAW ENFORCEMENT AND FIRE OR RESCUE SQUAD HAZARD RIDER

This Hazard Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Losses for which benefits are payable on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Hazard Rider.

This Hazard Rider applies only with respect to an Insured Person in an Eligible Class(es) to which this Hazard applies as stated in the Schedule.

LAW ENFORCEMENT AND FIRE OR RESCUE SQUAD HAZARD

We will pay the Policy benefits for the Hazard described in this Rider when an Insured Person suffers a Covered Loss while he or she is performing law enforcement, fire or rescue squad duties at the direction of the Policyholder. Such duties include but are not limited to participation in:

- 1) Emergency Duty;
- 2) parades;
- 3) tests or trials of equipment or apparatus;
- 4) fund raising;
- 5) training;
- 6) maintenance.

Intentional Death or Dismemberment: The Law Enforcement and Fire or Rescue Squad Hazard shall apply to an Insured Person who, while engaged in the Line of Duty, is unlawfully and intentionally dismembered or killed by another or dies as the result of an intentional act inflicted upon the Insured Person.

All payments made are in addition to any workers' compensation or pension benefits and are exempt from the claims and demands of all creditors of such Law Enforcement Officer, Correctional Officer, Correctional Probation Officer or Firefighter.

Line of Duty Coverage: The Law Enforcement and Fire or Rescue Squad Hazard shall apply to Injury resulting from:

- 1) a Covered Accident while the Insured Person is in the Line of Duty On the Premises of the Policyholder or Off the Premises of the Policyholder; or
- 2) making a Line of Duty response to an emergency while off duty.

Fresh Pursuit Coverage: The Law Enforcement and Fire or Rescue Squad Hazard shall apply to an Injury to a Law Enforcement Officer, Correctional Officer, or Correctional Probation Officer, Emergency Rescue or Public Safety Worker resulting in Accidental Death that occurs:

- 1) as a result of responding to:
 - a) a call resulting in a Fresh Pursuit;
 - b) what is reasonably believed to be an emergency;
 - c) the scene of a traffic accident to which the officer has responded; or
 - d) enforcing what is reasonably believed to be a traffic law or ordinance.
- 2) in regards to Firefighters, a result of responding to what is reasonably believed to be an emergency involving the protection of life or property.

DEFINITIONS

Except as defined below, the definitions in the Policy apply to this Rider.

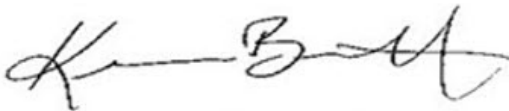
Fresh Pursuit for the purpose of this Rider, means the pursuit of a person who has committed or is reasonably suspected of having committed a felony, misdemeanor, traffic infraction or violation of a county or municipal ordinance. Fresh Pursuit shall not necessarily imply instant pursuit, but pursuit without reasonable delay.

Intentional Death or Dismemberment for the purpose of this Rider, means the unlawful killing or severance of limb(s) of a human being when perpetrated from a premeditated design to effect the death or dismemberment of the affected person.

Line of Duty for the purpose of this Rider, means act or acts done according to the standards set by the Policyholder for the type of work in which the Insured Person is engaged. It does not include commuting between home and place of work or travel or any other act not considered to be in the Line of Duty of the Insured Person.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company

A handwritten signature in black ink, appearing to read 'Kevin Barnett'.

Kevin Barnett, Secretary

A handwritten signature in black ink, appearing to read 'Douglas Elliot'.

Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

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Policyholder: City of Deland

Policy Number: 21-GTA-102208

B-19 – DAY CARE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

DAY CARE BENEFIT

If the Accidental Death Benefit is payable under the Policy and the Insured Person has or is survived by one or more Children, We will pay a benefit on behalf of any Child of the Insured Person who:

- 1) is enrolled in a Day Care Program on the date of the Covered Accident causing the Insured Person's death and on the date of the Insured Person's death; or
- 2) enrolls in a Day Care Program within 365 days after the Insured Person's death. The benefit is payable annually for each year of the Child's enrollment in a Day Care Program, for a maximum of 4 Day Care Benefit payments for each Child.

The total amount of the benefit each year is equal to the least of:

- 1) the actual cost of care for that Child charged by that Day Care Program for that year;
- 2) the Percentage of the Principal Sum shown on the Rider Schedule; or
- 3) the Maximum Benefit Amount shown in the Rider Schedule.

The benefit will be paid to the person who has primary responsibility for the Child's Day Care Program expenses. The benefit is not payable for any period of enrollment in a Day Care Program before the date of the Accident that caused the Insured Person's death. The benefit is not payable for any period of enrollment after the earlier of:

- 1) the date the Child reaches 13 years of age; or
- 2) the date 4 year(s) after the later of the date of the Insured Person's death or the date the Child first enrolls in a Day Care Program.

RIDER SCHEDULE**Day Care Benefit**

Class:	Maximum Benefit Amount
Class 1 - 3	\$2,000

ADDITIONAL PROOF OF LOSS

In addition to the Proof of Loss requirements in the Policy, We will require proof of enrollment for each Child in a Day Care Program. Proof may be in the form of, but not be limited to, the following:

- 1) a copy of the Child's approved enrollment application in a Day Care Program; or
- 2) canceled check(s) or similar evidence of payment to the provider of the Day Care Program; or
- 3) a letter from the provider of the Day Care Program stating that the Child:
 - a) is attending a Day Care Program; or
 - b) has been enrolled in a Day Care Program and will be attending within 365 days of the date of the Insured Person's death.

Proof of enrollment and payment must be sent to Us prior to the last day of the 12th month following the date of the

Insured Person's death and then annually thereafter.

DEFINITIONS

Except as defined below, the definitions in the Policy apply to this Rider.

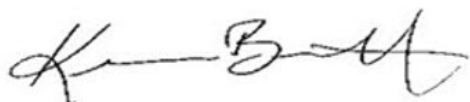
Child, Children for the purposes of this Rider means the Insured Person's unmarried child, including a natural, step, foster or adopted child, from the moment of placement in the Insured Person's home, under age 13, and primarily dependent upon the Insured Person for support and maintenance.

Day Care Program means a program of childcare which:

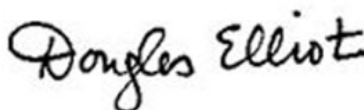
- 1) is operated in a private home, school or other facility; and
- 2) provides, and receives compensation for, the care of children; and
- 3) is licensed as a child care center or is operated by a licensed child care provider, if such licensing is required by the state or jurisdiction in which it is located; or
- 4) if licensing is not required, provides childcare on a daily basis for 12 months a year.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
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Policyholder: City of Deland
Policy Number: 21-GTA-102208

B-26 – FUNERAL EXPENSE BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

FUNERAL EXPENSE BENEFIT

If an Insured Person suffers a loss of life for which the Accidental Death Benefit is payable under the Policy, We will pay the Funeral Expense Benefit.

The Funeral Expense Benefit is equal to the least of:

- 1) the actual charges incurred for Funeral Expenses;
- 2) the Maximum Benefit Amount shown in the Rider Schedule.

RIDER SCHEDULE**Funeral Expense Benefit**

Class:	Maximum Benefit Amount:
Class 1 - 3	\$5,000

ADDITIONAL PROOF OF LOSS

In addition to the Proof of Loss requirements in the Policy, We will require the following additional proof of loss:

- 1) a copy of the invoice for Funeral Expenses;
- 2) canceled check(s) or similar evidence of payment for such Funeral Expenses.

DEFINITIONS

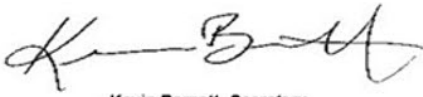
Except as defined below, the definitions in the Policy apply to this Rider.

Funeral Expenses means:

- 1) transportation of the deceased from the death site to the funeral service site;
- 2) a container or casket for the deceased's remains to be placed in;
- 3) basic services of the funeral home and staff, including but not limited to embalming, interment, or cremation; and
- 4) the costs incurred for the purchase of a cemetery plot, tomb or mausoleum including plaque, tombstone or monument.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company

Handwritten signature of Kevin Barnett in cursive script.

Kevin Barnett, Secretary

Handwritten signature of Douglas Elliot in cursive script.

Douglas Elliot, President

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Policyholder: City of Deland

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B-39 – PARALYSIS BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

PARALYSIS BENEFIT

We will pay the percentage of the Maximum Benefit Amount shown below if Injury to the Insured Person results in any one of the types of loss(es) specified below within 365 days of the date of the Covered Accident that caused the Injury, provided that the Paralysis is diagnosed by a Physician as reasonably expected to continue for the duration of his or her lifetime.

If an Insured Person dies within 365 days of the Covered Accident, then We will pay a lump sum equal to the Insured Person's Maximum Benefit Amount shown in the Rider Schedule, less any Benefit Amount for Paralysis already paid.

RIDER SCHEDULE

Class:	Maximum Benefit Amount:
Class 1 - 3	\$300,000
Loss	Class 1 - 3
Quadriplegia	100% of the Maximum Benefit Amount
Triplegia	75% of the Maximum Benefit Amount
Paraplegia	75% of the Maximum Benefit Amount
Hemiplegia	50% of the Maximum Benefit Amount
Uniplegia	25% of the Maximum Benefit Amount

LIMITATIONS AND EXCLUSIONS

Rider Exclusions

If an Insured Person suffers a loss for which a benefit is payable under more than one of the following provisions: Accidental Death and Dismemberment Benefit; only one benefit, the one which would pay the largest benefit amount, will be paid.

DEFINITIONS

Except as defined below, the definitions in the Policy apply to this Rider.

Hemiplegia means the complete and irreversible paralysis of the upper and lower Limbs of the same side of the body.

Limb, Limbs means entire arm or entire leg.

Paraplegia means the complete and irreversible paralysis of both lower Limbs.

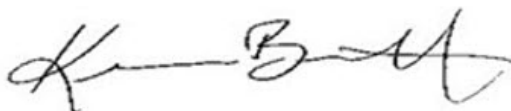
Quadriplegia means the complete and irreversible paralysis of both upper and both lower Limbs.

Triplegia means the complete and irreversible paralysis of three Limbs.

Uniplegia means the complete and irreversible paralysis of one Limb.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)



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Policyholder: City of Deland
Policy Number: 21-GTA-102208

B-59 – WEEKLY ACCIDENT INDEMNITY BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

WEEKLY ACCIDENT INDEMNITY BENEFIT

If, as a result of an Injury, the Insured Person is rendered Totally Disabled within 30 days of the Covered Accident that caused the Injury, We will pay the Weekly Accident Indemnity Benefit as shown in the Rider Schedule below, after 7 day(s) of Total Disability due to that Injury in any one Period of Disability. No benefit is provided for the first 7 day(s) of Total Disability in that Period of Disability.

The amount of the benefit per week is the Weekly Maximum Amount shown for the Weekly Accident Indemnity Benefit.

Benefit is payable weekly so long as the Insured Person remains Totally Disabled due to that Injury in that Period of Disability, up to the Maximum Number of weeks shown in the Rider Schedule in all Periods of Disability resulting from all Injuries caused by the same Accident. We will pay benefits calculated at a rate of 1/7th of the Weekly Accident Indemnity Benefit for each day of Total Disability for which We are liable when the Insured Person is Totally Disabled for less than a full week. Only one benefit is provided for any one day of Total Disability, regardless of the number of Injuries causing the Total Disability. No benefits are payable under this Rider if the Insured Person had no earnings at the time of the Accident causing the Injury from an Occupation, job or work being performed at that time.

If the Insured Person returns to perform the material and substantial duties of his or her Occupation for any employer on a full or part-time basis, he or she may return to Total Disability status if:

- 1) the Insured Person has not been back to work for longer than 30 days; and
- 2) the Insured Person is again Totally Disabled due to the same Injury which caused the original Total Disability.

Periods of Total Disability separated by less than 30 consecutive days will be considered one Period of Disability unless due to separate and unrelated causes.

We reserve the right (as often as We may reasonably require) to determine, on the basis of all the facts and circumstances, that the Insured Person is Totally Disabled, including, but not limited to, requiring an independent medical examination provided at Our expense.

In the event the Policy terminates while the Insured Person is Totally Disabled under this Rider, benefits will be paid until the earlier of:

- 1) the date the Insured Person is no longer Totally Disabled; or
- 2) the expiration of the Maximum Number of weeks.

RIDER SCHEDULE

Weekly Accident Indemnity Benefit

Class:

Weekly Maximum Amount:

Class 1 - 3

\$100

Maximum Number of Weeks: 52 weeks.

LIMITATIONS AND EXCLUSIONS

Coordination with Other Income Benefits. If the Insured Person is entitled to Other Income Benefits for any week for which a Weekly Accident Indemnity Benefit is payable under this Rider, the amount of the Weekly Accident Indemnity Benefit for that week will be reduced, if necessary, so that the sum of the Weekly Accident Indemnity Benefit plus all Other Income Benefits for that week does not exceed 100% of the Insured Person's Weekly Earnings. If the sum of all Other Income Benefits equals or exceeds 100% of the Insured Person's Weekly Earnings, no Weekly Accident Indemnity Benefit is payable for that week. If any Other Income Benefits are payable on a basis other than weekly, We will calculate the equivalent weekly payment and reduce each Weekly Accident Indemnity Benefit accordingly.

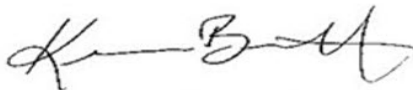
DEFINITIONS

Except as defined below, the definitions in the Policy apply to this Rider.

Period of Disability as used in this Rider, means a period of consecutive days of continuous Total Disability.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

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Policyholder: City of Deland

Policy Number: 21-GTA-102208

B-61 – FLORIDA STATUTORY ANNUAL ACCIDENTAL DEATH BENEFIT ADJUSTMENT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

FLORIDA STATUTORY ANNUAL ACCIDENTAL DEATH BENEFIT ADJUSTMENT RIDER

The maximum amount payable under the Accidental Death Benefit in the Policy will be adjusted on October 1 of each year following the Policy Effective Date shown in the Policy Schedule, by a percentage equal to that of the percentage increase required by Florida law.

We will pay the greater of:

- 1) the Benefit Amount shown in the Policy Schedule; or
- 2) the amount specified under Florida Statutes §112.19 or §112.191, or as amended, as of the date of the Covered Accident.

Any payment for loss of life of an Insured Person will be in addition to any workers' compensation or pension benefits.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company

A handwritten signature in black ink, appearing to read "Kevin Barnett".

Kevin Barnett, Secretary

A handwritten signature in black ink, appearing to read "Douglas Elliot".

Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

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Policyholder: City of Deland

Policy Number: 21-GTA-102208

B-62 – FLORIDA STATUTORY BURIAL BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

FLORIDA STATUTORY BURIAL BENEFIT

We will pay an additional benefit under this Rider when the Insured Person, who is a volunteer or employed by a state, county or municipal agency, is killed in the Line of Duty and death benefits are payable under the Policy, provided death is a direct result of a Violent Act inflicted by another person.

This amount is in addition to any other benefit amount payable under the Policy, workers' compensation law or any other state or federal statutes.

We will pay the greater of:

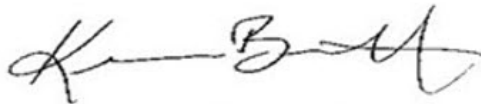
- 1) the Benefit Amount shown in the Rider Schedule; or
- 2) the amount specified under Florida Statutes §112.19 or §112.191, or as amended, as of the date of the Covered Accident.

RIDER SCHEDULE**Florida Statutory Burial Benefit Amount**

Class:	Benefit Amount:
Class 1 - 3	\$5,000

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company


Kevin Barnett, Secretary


Douglas Elliot, President

HARTFORD FIRE INSURANCE COMPANY

One Hartford Plaza
Hartford, Connecticut 06155
(A stock insurance company)

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Policyholder: City of Deland

Policy Number: 21-GTA-102208

B-63 – FLORIDA STATUTORY EDUCATION BENEFIT RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy Schedule. It applies only with respect to Covered Accidents that occur on or after that date. It is subject to all of the provisions, limitations, and exclusions of the Policy except as they are specifically modified by this Rider. Please refer to the Policy Schedule for the applicability of this Rider with respect to each Description of Eligible Class(es) and each Covered Hazard.

FLORIDA EDUCATION BENEFIT

We will pay an additional benefit for certain educational expenses as described in this Rider for the surviving Spouse and/or Dependent Child(ren) of an Insured Person provided the following conditions are met:

- 1) the Insured Person is serving as a Law Enforcement Officer, Correctional Officer, Correctional Probation Officer or Firefighter;
- 2) the Insured Person is killed in the Line of Duty; and
- 3) death is a direct result of:
 - a) a Violent Act inflicted by another person; or
 - b) a Fire which has been determined to have been caused by an act of arson, if the Insured Person is serving as a Firefighter; or
 - c) any other Covered Accident.

CAREER CERTIFICATE OR UNDERGRADUATE DEGREE

For a career certificate or an undergraduate degree, the benefit is the lesser of:

- 1) the annual tuition and cost of matriculation, exclusive of room and board, incurred for up to 120 credit hours; and
- 2) the applicable Benefit Amount per School Year as shown in the Rider Schedule.

GRADUATE OR POST-BACCALAUREATE DEGREE

For a graduate or post-baccalaureate degree, the benefit is the lesser of:

- 1) the annual tuition and cost of matriculation, exclusive of room and board, while the surviving Spouse and/or Dependent Child(ren) continue to fulfill the professional requirements associated with the specific degree program; and
- 2) the applicable Benefit Amount per School Year as shown in the Rider Schedule.

PROFESSIONAL OR TRADES TRAINING PROGRAM

We will also pay, in addition to all other benefits, the actual cost incurred within 36 months from the date of the death of the Insured Person (subject to a maximum of \$2,000) to or on behalf of the surviving Spouse and/or any Dependent Child(ren) who has enrolled in any professional or trades training program for the purpose of obtaining an independent source of support and maintenance.

PAYMENT OF EDUCATION BENEFITS

Payment is made to or on behalf of the surviving Spouse and/or any Dependent Child(ren) who, at the date of the Accident, was enrolled as a full-time or part-time student in an Institution of Higher Learning beyond the 12th grade level, or was at the 12th grade level and subsequently enrolls as a full-time or part-time student in an Institution of Higher Learning within 365 days following the date of the Accident.

Benefits provided under this Rider to a surviving Spouse must commence within 1 years of the death of the Insured Person and shall continue until 5 years after, unless he or she remarries prior to the end of the 5 years.

Benefits provided under this Rider are payable for a maximum of 4 consecutive annual payments, but only if the surviving Spouse and/or Dependent Children continue his or her education as a full-time or part-time student in an Institution of Higher Learning.

We will pay the greater of:

- 1) the Benefit Amount shown in the Rider Schedule; or
- 2) the amount specified under Florida Statutes §112.19 or §112.191, or as amended, as of the date of the Covered Accident.

At no point will We pay less than the minimum amount required under §112.19 or §112.191.

If any Dependent Child(ren) is a minor, We will pay a one-time payment for each minor to their legal representative provided the following conditions are met:

- 1) a benefit is payable because the Insured Person is killed in the Line of Duty; and
- 2) no Dependent Child(ren) qualifies for an Institution of Higher Learning.

RIDER SCHEDULE

Florida Education Benefit Amount – Career Certificate or Undergraduate Degree

Class:	Benefit Amount per School Year:
Class 1 - 3	\$2,000

Florida Education Benefit Amount – Graduate or Post-Baccalaureate Degree

Class:	Benefit Amount per School Year:
Class 1 - 3	\$2,000

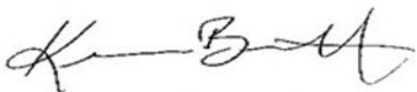
PROOF OF LOSS

To be eligible for the benefits provided under this Rider, the surviving Spouse and/or Dependent Child(ren) must provide proof of Florida residency at the time of enrollment and must attend either an in-state private or public career center, college or university or an out-of-state private or public career center, community college or university and shall be enrolled according to the customary rules and requirements of the institution attended.

We may request proof of good standing from the institution attended in order for students to remain eligible. If the surviving Spouse and/or Dependent Child(ren) fail to comply with the ordinary and minimum requirements as to discipline and scholarship of the institution attended, these benefits shall be withdrawn and no further moneys expended so long as such failure or delinquency continues.

In all other respects, the Policy remains the same.

Signed for Hartford Fire Insurance Company



Kevin Barnett, Secretary



Douglas Elliot, President

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Agreement with Southeast Volusia Humane Society, Inc.

DEPARTMENT: Police

PREPARED BY: Rebecca Ackerman, Project Cord.

ATTACHMENTS: Agreement

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

DeLand Animal Services picks up stray dogs, sick or injured cats, and abandoned kittens within the City limits. We hold stray and abandoned dogs at the Second Chance Facility for (3) days allowing the opportunity for the owner to be reunited with their dog. We partner and communicate with area rescue groups in an attempt to place animals into a forever home. The dogs are then transported to Southeast Volusia Humane Society for shelter and adoption. Aggressive dogs and cats are immediately taken to Southeast Volusia Humane Society to be evaluated by their behavioral staff.

This agreement also allows City of DeLand residents to surrender their dogs and cats as well as drop off stray dogs or cats to Southeast Volusia Humane Society at the City's expense.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The funds for this service are included in the Police Department budget annually (\$13,000).

RECOMMENDATION:

It is recommended that the City Commission approve the FY 22-23 agreement with Southeast Volusia Humane Society Inc.

BACKGROUND/DISCUSSION:

The Second Chance Kennel also houses confiscated animals that are seized as part of an animal cruelty and/or neglect investigation and impounded animals sheltered for other legal situations.

AGREEMENT FOR SERVICE
BETWEEN SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
AND THE CITY OF DELAND, FLORIDA

THIS AGREEMENT is made effective October 1, 2022, by and between the SOUTHEAST VOLUSIA HUMANE SOCIETY INC., a Florida nonprofit corporation, hereinafter referred to as the "Humane Society," and the CITY OF DELAND, a body corporate and politic and a political subdivision of the County of Volusia, hereinafter referred to as the "CITY." WHEREAS, in order to enforce the laws of the State of Florida, the CITY desires to deliver stray animals to the Humane Society for humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in ensuring that impounded animals are sheltered in a humane manner and that those animals that must be destroyed, are destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions, and provisions herein contained, it is expressly agreed and understood as follows:

1. TERM: This Service Agreement shall take effect on the 1st day of October, 2022, and shall remain in full force and effect for a 12-month period ending on midnight between September 30, 2023.

2. ANIMAL SHELTER:

(a) The Humane Society will maintain and operate an animal shelter in a manner adequate for confinement, remedial treatment, and disposal of stray or abandoned dogs, cats, and other domesticated animals, which may be delivered to the Humane Society from all areas within the CITY, and will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies, and other things necessary for the satisfactory performance of the service herein agreed to be provided for the fees and charges specified herein. Remedial care shall be provided by the Humane Society at the sole discretion of the shelter's staff and Board of Directors.

(b) The animal shelter is located at 1200 S. Glencoe Road, New Smyrna Beach, Florida. The shelter's operating hours are Monday through Sunday, 11am-5pm; closed on major holidays. The Humane Society reserves the right to change the location of the shelter and/or its hours of operation. The CITY will be notified by letter, fax, phone or email prior to any changes in the location, hours or days of operation.

(C) The Humane Society will provide means to accept all stray or abandoned dogs, cats and other domesticated animals delivered to the shelter by Police or Animal Control Officers or other designated officers appointed by the CITY for this purpose.

(d) The Humane Society will accept wild animals, potbellied pigs, hoofed animals and

livestock ONLY if it has the ability and facilities to impound and control these animals. The decision to accept or reject these animals shall be solely within the discretion of the Humane Society. The Humane Society shall require persons who report injured or stray animals to give their names and current home and post office addresses and to identify the place where the animals involved were located or picked up.

(e) When the CITY delivers an animal to the shelter for impoundment and when the animal bears an identification tag or microchip indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, shall use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of foregoing, any animal suspected of being infected with rabies or which believed to have bitten or otherwise exposed any person to rabies, shall not be released to its owner until at least a 10-day impoundment period and only with the express approval of the CITY Health Department, as provided through the Department's authorized representatives (see #4).

(f) When a stray dog or cat is delivered to the shelter and is not suspected of rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society shall impound the animal at the CITY'S expense for a period not to exceed 3 days. If the owner has not retrieved the animal within the 3-day time period, the Humane Society shall thereafter provide either for the adoption or humane disposal of such animal in accordance with the Humane Society's routine methods and procedures and in its sole and absolute discretion.

(g) The Humane Society agrees to cooperate with the designated Animal Services Division in the enforcement and implementation of CITY ordinances and to duly consider requested changes to its rules and regulations as shall further the enforcement and implementation thereof. Because the Humane Society works with multiple governmental entities, all changes to any of its rules and regulations will be at the sole and absolute discretion of its Board of Directors.

(h) The Humane Society will, at its sole and absolute discretion, humanely euthanize any animal thought to be suffering due to illness or injury, any animal that is thought to have a contagious condition that could affect the health of other animals in the facility or the health of the general public, or has shown signs of aggression that would be a safety risk for the public or the Humane Society staff.

(i) Stray or abandoned animals will be held for a period of 3 days during which the shelter is open (i.e., business days), and all animals bearing identification and/or a microchip will be held for a period of 5 days during which the shelter is open (i.e., business days), before such animal is made available for adoption, rescue or euthanasia, unless the animal has been quarantined or impounded for rabies as contemplated in Section 2(e), or otherwise requires more immediate euthanasia pursuant to Section 2(h).

euthanasia be performed by the Humane Society, provided that the animal poses a threat to public safety. All such charges are to be paid by the CITY.

5. WILD ANIMALS: There will be a \$50 fee charged to the CITY for any raccoon, opossum, or any other species of wild animal delivered to the Humane Society for euthanasia. All such charges are to be paid by the CITY.

6. OWNERS IN CUSTODY, DECEASED, OR HOSPITALIZED: All animals whose owners are in the custody of law enforcement, or are otherwise deceased or hospitalized, may be placed in a bona fide boarding kennel or veterinary clinic at the owner's or his/her estate's expense. The Humane Society, at its sole and absolute discretion, will accept any of these animals, and the impoundment fee shall be \$100 upon intake and \$20 for each day the animal is impounded. All such charges are to be paid by the CITY.

7. CONFISCATED ANIMALS DUE TO OWNER EVICTION: All animals seized as a result of an owner's eviction shall be held for a period necessary to contact the owner by certified mail. The CITY will be responsible for sending certified mail notices to the owner. Upon receipt of the certified mail, the owner shall be afforded an additional 3 business days to reclaim his/her animal(s), and if the owner reclaims the animal, he/she shall be responsible for all charges associated with the boarding or keeping of such animal. If the animal is not reclaimed by the owner, or if the owner is unable to pay, all such charges shall be paid by the CITY at the rate of \$100 upon intake and \$20 for each additional day thereafter.

As the impounding agency, if the CITY chooses not to have the Humane Society hold the animal for the certified mail period, the CITY may submit the animal to the Humane Society as a "stray," in which case the animal will be held for 3 days prior to the disposition as provided for. The CITY agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the CITY'S decision to submit the animal as a "stray." All such charges will be paid by the CITY.

8. FORMS: The CITY will supply the Humane Society with the necessary Return to Owner forms to document the return of animals to their owners/caregivers.

9. DOCUMENTATION: To the extent such information is available, the Humane Society will submit to the CITY, with its monthly invoice, the pickup address of all stray animals charged to the CITY'S account that were not otherwise impounded by Animal Control or law enforcement personnel, and the names and addresses of all persons claiming a stray animal. CITY understands that the Humane Society is not always able to get accurate information from the public.

10. AMENDMENTS: Both parties will provide each other with at least 30 days advance written notice of any proposed changes to this Agreement. Any amendment to the Agreement shall be in writing and mutually agreed upon by both parties.

11. ENTIRE AGREEMENT: This Agreement, along with any exhibits, schedules, or appendices

3. **BILLING AND PAYMENT:** In consideration of this agreement and services to be performed by the Humane Society hereunder, the CITY agrees to pay the Humane Society monthly in arrears of the sum of \$100 per animal brought to the Humane Society under these conditions:

- (a) Any stray dog, cat, or other domesticated animal received from either the CITY Police or Animal Control Officers; or
- (b) Any stray dog, cat, or other domesticated animal from within the CITY delivered to the Humane Society by a private citizen; or (
- c) Any stray dog, cat, or other domesticated animal received in the Humane Society's holding cages before or after operating hours; or
- (d) Any animal transferred from the CITY'S care as a CITY owner surrender; or (e) Any domesticated animal surrendered by an owner living within the CITY; or
- (f) Any offspring born to a pregnant animal from within the CITY. The Humane Society will make a reasonable attempt to get the pregnant animal spayed; CITY understands that this is not always possible.

PART II

1. **RABIES IMPOUNDMENT:** The Humane Society will provide space for the confinement, observation, and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies, and shall accept, care for, and if necessary, euthanize and dispose of any such animal delivered to the facility, in its sole and absolute discretion. The Humane Society shall make available to the CITY the remains of any animal that becomes ill or otherwise dies while impounded or quarantined under suspicion of having rabies for further laboratory study and examinations. Actual decapitation of rabies specimen animals shall be the responsibility of the CITY.

2. **QUARANTINE IMPOUNDMENT::** The impoundment of stray animals requiring quarantine will be charged at a rate of \$20 per day for a 10-day maximum. All such charges are to be paid by the CITY.

3. **CONFISCATED ANIMALS:** In accordance with Florida Statute 828 the Humane Society will agree to accept animals confiscated by the CITY only when the provisions of Florida Statute 828.073 are met (i.e., pursuant to court order after petition and hearing). Such impoundment will be charged at a rate of \$100 upon intake, and \$20 for each additional day thereafter. The applicable paperwork must be submitted by the seizing agent to the Humane Society within 3 business days (Mon-Sun) of intake date. All such charges are to be paid by the CITY.

DANGEROUS DOG LAW: In accordance with 767.12 and 767.13, Florida Statutes, it will be the sole responsibility for the Animal Control authority within the CITY to determine where a dog is dangerous and to submit the necessary paperwork required by law. The Humane Society will quarantine a stray animal determined to be dangerous by the animal control authority, and impoundment will be charged at the rate of \$100 upon intake and \$20 per day thereafter. If, at the end of the impoundment period, the owner is not known, the CITY may request that

hereto, constitutes the entire Agreement between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by executing this Agreement, that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set forth in this Agreement, made by or on behalf of any other - party or any other person or entity whatsoever, prior to the execution of this Agreement.

IN WITNESS WHEREOF, the SOUTHEAST VOLUSIA HUMANE SOCIETY and the CITY of DELAND, have executed this Agreement for Services, effective on the date and year set forth above.

CITY OF DELAND
SOUTHEAST VOLUSIA HUMANE SOCIETY, INC.
BY:

NAME:
TITLE:
DATE:

(Signature)

NAME: Karen Spaulding
TITLE: Executive Director
DATE: 7/30/22

(Signature)

Karen Spaulding

NAME: Melissa Marsico
TITLE: Board President
DATE: 7/30/2022

(Signature)

M. Marsico

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Approving Amendment #1 FDOT Public Transportation Grant Agreement Award for Construction to Rehabilitate Airfield Lighting Electrical Homeruns.

DEPARTMENT: Airport

PREPARED BY: Mindy Considine, Admin Coordinator

ATTACHMENTS: Resolution, Exhibit A

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The airfield lighting electrical “homeruns” from our original transformer vault are obsolete and, in some cases, inoperative. The attached agreement with the Florida Department of Transportation, if approved by the Commission, will fund approximately 8% of the costs to replacement of the electrical homeruns.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

If approved, the attached FDOT grant amendment #1 agreement will provide a maximum of \$73,000 in funding for the construction to replace the electrical homeruns. This amount represents approximately 8% of the cost for the design rehabilitation (with FAA paying 90% and Airport Enterprise fund paying 2% or about \$14,287.78).

RECOMMENDATION:

Staff recommends that the City Commission accept FDOT Amendment #1 Grant Number 447565-1-94-01 and also approve the accompanying resolution authorizing the Major-Commissioner to execute the grant on behalf of the City of DeLand.

BACKGROUND/DISCUSSION:

Completion of the project is expected to be completed in Spring 2023.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, APPROVING AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL MANAGEMENT NO. 447565-1-94-01; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of DeLand and the Florida Department of Transportation entered into that certain Public Transportation Grant Agreement dated June 24, 2020 bearing financial project number 447565-1-94-01; and

WHEREAS, the Florida Department of Transportation has offered the City an Amendment to the Public Transportation Grant Agreement, a copy of which is attached hereto as Exhibit “A”, which will provide funding for the replacement of Airfield Electrical Homeruns and related infrastructure at DeLand Municipal Airport; and

WHEREAS, the aforesaid agreement requires the City of DeLand to pay 2% of the anticipated project cost; and

WHEREAS, this project is necessary to provide for the needs of the aviation-related businesses and public users at DeLand Municipal Airport.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission hereby sets aside the additional amount of \$14,287.78 pay for its share (2%) of the anticipated cost.

Section 2. The Mayor-Commissioner is authorized to execute the Public Transportation Amendment to the Public Transportation Grant Agreement attached hereto as Exhibit “A.”

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 7th day of September 2022.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 04/22

Financial Project Number(s): (item-segment-phase-sequence) 447565-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DDR,DPTO 215	FLAIR Category: 088719 Object Code: 740100 Org. Code: 55052000531 Vendor Number: VF596000307028
Contract Number: G1076	Federal Award Date:		Amendment No.: 1
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: N/A			
CSFA Title: N/A			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Deland, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 6/24/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Amendment Description. The project is amended This PTGA is amended to add funds and scope to the project at DeLand Municipal Airport.

2. Program Area. For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☐ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☒ Match to Direct Federal Funding (Aviation or Transit)
 (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

3. Exhibits. The following Exhibits are updated, attached, and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☐ Exhibit E: Program Specific Terms and Conditions
- ☐ Exhibit F: Contract Payment Requirements
- ☐ *Exhibit G: Financial Assistance (Single Audit Act)
- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 04/22

___ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ ___ decreased by \$725,000 bringing the revised total cost of the project to \$912,500.

The Department's participation is X increased/ ___ decreased by \$58,000. The Department agrees to participate in the Project cost up to the maximum amount of \$73,000, and, additionally the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Deland

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: C. Jack Adkins
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: Daniel L. McDermott

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The project is described as the replacement of the Airfield Electrical Homeruns and associated infrastructure. The work consist of removal and replacement of existing airfield electrical duct banks, manhole, cable, and counterpoise for the "homerun" portions of each circuit. In addition to new conduit and cable, electrical manholes are being replaces with junction can plazas. Vault modifications are being made to accommodate the new cable connections.

B. Project Location (limits, city, county, map): DeLand Municipal - Sidney H Taylor Field/Deland, FL/Volusia

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Apron and Airfield Electrical Rehabilitation: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, pavement enhancement or reconstruction (such as concrete, asphalt, rejuvenators, or sealants), joint construction, pavement markings, drainage, and utilities, trenching and backfilling, high-mast lights, airfield lighting, guidance signs, cables, conduits, lightning protection, structural concrete, required vault equipment modifications, including all materials, equipment, labor, and incidentals required to rehabilitate or reconstruct the apron pavement.

"The specifics of the Project Scope for construction are described in and limited by the Project Construction Plans identified as "Bidding Documents Electrical Homerun Replacement" prepared by Avcon, Inc., dated March 2022, together with all plan updates, necessary design variation, exceptions, and change orders approved by the Agency." The Sponsor will comply with Aviation Program Assurances.

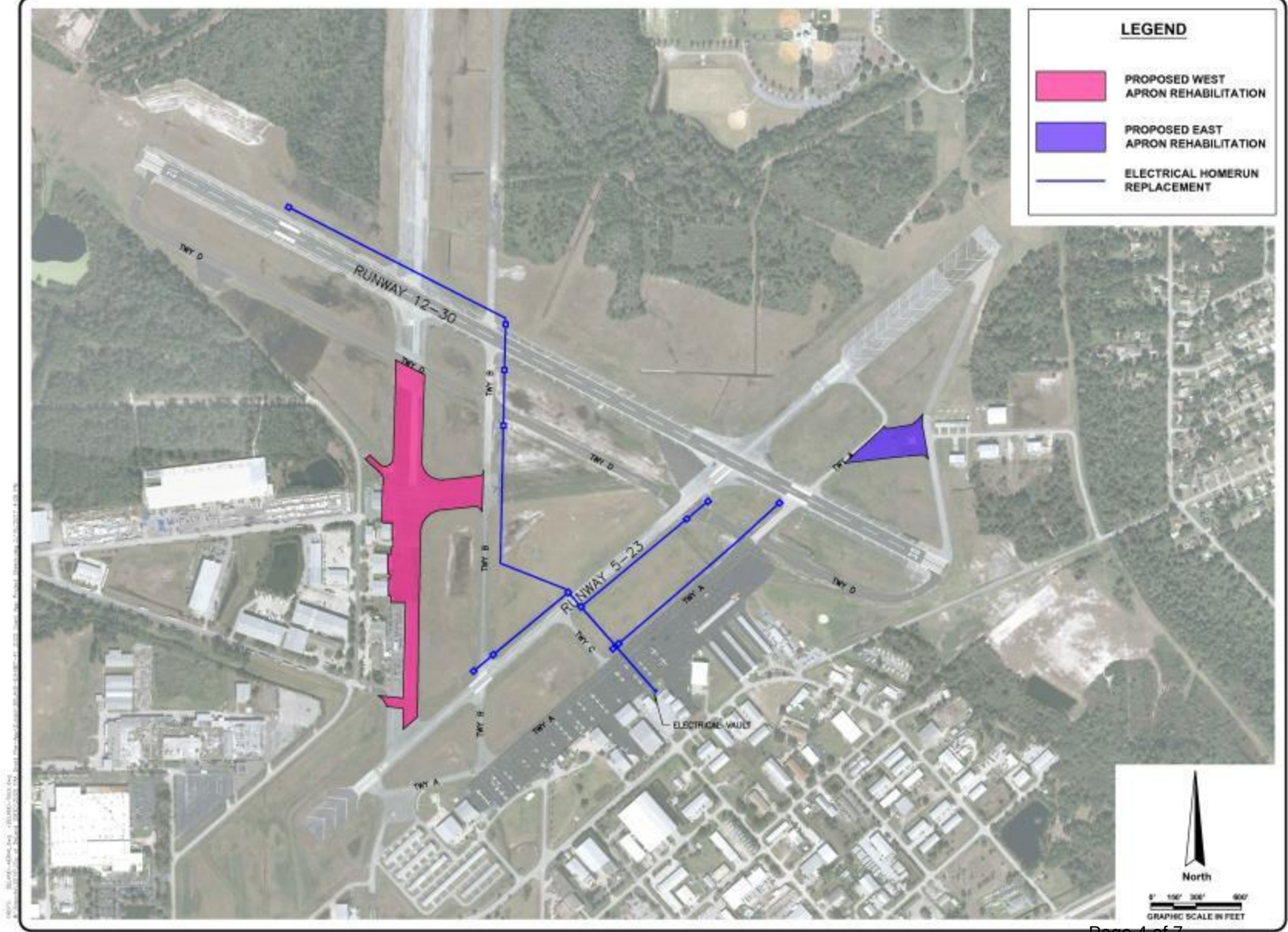
D. Deliverable(s): Final closeout documents to be uploaded into Jacip.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Stored Materials

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



LEGEND

- PROPOSED WEST APRON REHABILITATION
- PROPOSED EAST APRON REHABILITATION
- ELECTRICAL HOMERUN REPLACEMENT



AVCON, INC.
 10000 N. W. 10th Ave., Suite 100, Ft. Lauderdale, FL 33309
 (954) 575-1000 FAX (954) 575-1001
 LICENSED PROFESSIONAL ENGINEER - CIVIL
 LICENSE NO. 10000

PROFESSIONAL SEAL

DELAND MUNICIPAL AIRPORT

WEST AND EAST APRON REHABILITATION AND ELECTRICAL HOMERUN PROJECT LOCATIONS

NOTES:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

SCALE: GRAPHIC

REVISIONS:		NO.	
DATE	BY	DESCRIPTION	

DESIGNED BY: ACH
 DRAWN BY: ACH
 CHECKED BY: CS
 APPROVED BY: CS
 DATE: NOVEMBER 2019

AVCON PROJECT NO. 2019.000.00
 CADD FILENAME

DRAWING

EX.1



0' 150' 300' 600'
 GRAPHIC SCALE IN FEET

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/22

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
447565-1-94-01	DDR	088719	2023	740100	N/A	N/A	\$58,000.00
447565-1-94-01	DPTO	088719	2020	740100	N/A	N/A	\$15,000.00
447565-1-94-01	FAA	088719	2023	740100	N/A	N/A	\$652,500.00
447565-1-94-01	FAA	088719	2020	740100	N/A	N/A	\$168,750.00
447565-1-94-01	LF	088719	2023	740100	N/A	N/A	\$14,500.00
447565-1-94-01	LF	088719	2020	740100	N/A	N/A	\$3,750.00
Total Financial Assistance							\$912,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$73,000.00	\$18,250.00	\$821,250.00	\$912,500.00	8.00	2.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$73,000.00	\$18,250.00	\$821,250.00	\$912,500.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Allison McCuddy

Department Grant Manager Name

Signature

8/12/2022

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Change Order No. 3 SGS Contracting Services Inc.

DEPARTMENT: Utilities

PREPARED BY: Jim Ailes, Deputy Public Serv. Director/Utilities Director

ATTACHMENTS: Change Order No. 3, Change Proposal Form Blower Piping Insulation, Proposal Form Condensate Drains , Deland WRF

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

SGS Contracting Services, who won the bid for the WRF Digester Upgrades and Improvements, is still experiencing delivery issues on two electrical main switch gear panel boxes. The most recent update has extended delivery until September 19th. This has caused the project to exceed its completion date. A time extension of 120 days has been requested to allow for a completion date of October 2022. In the meantime, the contractor has found some used parts that they will install on a temporary basis during the week of August 23rd to allow for some startups and switching demo work over to another digester.

A request was also received for the approval of blower piping insulation that will protect staff from getting burned by the exposed above ground pipes that will build up in extreme heat. In addition, due to the extreme heat buildup, it was determined that condensate drains with vacuum breakers needed to be installed on the three different air lines. Condensate water will build up in the pipe due to the night and winter cooling temperatures.

Staff has reviewed all three of the requested actions from SGS Contracting Services and see no other option than to recommend them to the City Commission for further action. All the paperwork is attached for City Commission review.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

Sustainability

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Approval of this Change Order No. 3 will result in an additional expenditure of \$25,011.93 for installation of the blower piping insulation and condensate drains with vacuum breakers. The contract time extension of 120 days is also included with paper work showing delivery status. Water & Sewer contingency funds are available to cover this additional expense and will be included in a future budget amendment to be presented to the City Commission.

RECOMMENDATION:

Staff recommends that the City Commission approve Change Order No. 3, allowing SGS Contracting Services to perform the work necessary and extension of time to complete the WRF Digester Upgrade project located at the Wiley M. Nash WRF Facility.

BACKGROUND/DISCUSSION:

N/A

**CHANGE ORDER NO. 3
WRF DIGESTER UPGRADES AND IMPROVEMENTS**

Date: September 7, 2022

Project: City of DeLand Digester Upgrades and Improvements

Contractor: SGS Contracting Services, Inc.
PO Box 908
High Springs, Fl. 32655

Description: Furnish all labor, equipment, materials and services to perform the work to install insulation on air piping header and condensate drains with vacuum breakers on the three digesters located at the Wiley M. Nash WRF Facility.

ADJUSTED SCHEDULE OF CONTRACT COSTS

Original Contract Amount.....\$1,681,600.00

**Deductive Change Order No. 1 (City purchase-
Blower, Blower Drive, Jet Aeration and Course Bubble Aeration.....(\$661,938.20)**

Change Order No. 2 (Pole Barn Bay Enclosure).....\$69,570.90

**This Change Order No. 3 (Piping Insulation, Condensate Drains with
Vacuum Breakers\$25,011.93**

Adjusted Contract Cost.....\$1,114,244.60

Contract time is hereby extended by one hundred and twenty (120) days.

ENGINEER'S CERTIFICATION:

I hereby certify that, in my considered professional opinion, the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding.

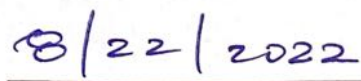
James Ailes
Deputy Public Services / Utilities Director

Date

SGS CONTRACTING SERVICES, INC.



Seth Simmons
President



Date

CITY OF DELAND, FLORIDA

Robert F. Apgar
Mayor - Commissioner

Date

ATTEST:

Julie Hennessy
City Clerk

Date



PROJECT NAME: City of DeLand WRF Digester Upgrades & Improvements
PROPOSAL DESCRIPTION: Blower Piping Insulation

#	DESCRIPTION								
1	Furnish all labor, equipment, materials and services to perform the work associated with insulation of the exposed blower piping at the blower building. The insulation will be installed on all exposed blower piping in the building footprint, from the blowers to the their below grade termination point. Details of insulation are shown on the attached quote. Additionally, we are requesting that sixty (60) calendar days be added to the contract time due to delays experienced in procurement of main electrical 600A 480V panel equipment.								
2									
3									
4									
5									
8									
9						MATERIALS		TOTAL	
10						From Page 2		\$ -	
11			Tax 6.00%	\$ -					
11			Contractor Markup 15.00%	\$ -					
12			SUBTOTAL	\$ -					
13									
14			\$ -						
15									
16	LABOR			TOTAL					
17	From Page 3			\$ -					
18									
19									
20	TOOLS & EQUIPMENT			TOTAL					
21	From Page 4			\$ -					
22									
23									
24	SUBCONTRACTS			TOTAL					
25	From Page 5			\$ 9,689.90					
26				Contractor Markup 15%	\$ 1,453.49				
27				\$ 11,143.39					
28									
29	OTHER	QTY		REFERENCE	TOTAL				
30									
31									
32									
33					\$ -				
34									
35	FINAL QUOTE TOTAL				TOTAL				
36	DAYS ADDED TO THE CONTRACT: Sixty (60) Calendar Days			\$11,143.39					
37									



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1						\$ -	
2						\$ -	
3						\$ -	
4						\$ -	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26	MATERIAL SUBTOTAL					TOTAL	
27							
28					\$0.00		



LABOR ESTIMATE

#	LABOR	QUANTITY		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Standard Crew (3-Person) - per day			\$ 3,650.00	\$5,475.00	\$ -	\$ -	\$ -	
2	Standard Crew (4-Person) - per day			\$ 4,050.00	\$6,075.00	\$ -	\$ -	\$ -	
3	Standard Crew (5-Person) - per day			\$ 4,550.00	\$6,825.00	\$ -	\$ -	\$ -	
4									
5	Additional Services:								
6	Welder - per hour			\$ 75.00	\$ 112.50	\$ -	\$ -	\$ -	
7	Welder Helper - per hour			\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
8	Skilled Mechanic - per hour			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
9	Operator - per hour			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21								\$ -	
22									
23									
24	ADJUSTMENTS			MULTIPLIER			RATE / HR	TOTAL	
25								-	
26									
27									
28								\$ -	
29									
30	PROJECT MANAGEMENT			HRS			RATE / HR	TOTAL	
31	Project Manager						\$ 120.00	\$ -	
32	Clerical						\$ 45.00	\$ -	
33	Deliveries & Material Movement						\$ 45.00	\$ -	
34								\$ -	
35									
36	LABOR SUBTOTAL								
37									
38							\$	-	
39	NOTE: Crew Rates include all expenses related to (but not limited to): labor, labor burden, employee allowances (vehicle, phone, etc.), travel, per diem, vehicle fuel, tool trailer, small tool maintenance, consumables, daily expected unaccountable costs, PPE								



EQUIPMENT ESTIMATE

#	SPECIAL TOOLS	DESCRIPTION			RATE	TOTAL	NOTES
1	N/A						
2							
3							
4						\$ -	
5							
6	OWNED EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7		Mob/Demob (Heavy)		EACH	\$ 350.00	\$ -	
8		Mob/Demob (less than 10K)		EACH	\$ 250.00	\$ -	
9		Excavator (less than 10K)		DAY	\$ 250.00	\$ -	
10		Rubber Tire Backhoe		DAY	\$ 300.00	\$ -	
11		Grading Tractor		DAY	\$ 200.00	\$ -	
12		Welding Machine		HOURL	\$ 75.00	\$ -	
13		Tool Trailer and/or Service Truck		DAY	\$ 150.00	\$ -	
14		Rubber Tire Backhoe (Straight Cost)		MONTH	\$ 1,750.00	\$ -	
15						\$ -	
16						\$ -	
17							
18	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
19							
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29							
30	CONSUMABLES	DESCRIPTION			REF	TOTAL	
31		Fuel 15% of Equipment			15%	\$ -	
32		Welding Consumables 15% of Welding Machine			15%	\$ -	
32		Adjustment for Non-Fuel Equipment					
33						\$ -	
34							
35							
36	EQUIPMENT SUBTOTAL					TOTAL	
37							
38					\$ -		
39							



SUBCONTRACTORS

#	SUBCONTRACTORS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Brand Safway					\$ 8,426.00	
2	15% Recommended Allowance					\$ 1,263.90	
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15	SUBCONTRACTOR SUBTOTAL					TOTAL	
16							
17						\$9,689.90	



June 21, 2022

SGS Contracting
18420 High Springs Main Street
High Springs, FL 32643

Attention: Seth Simmons
seth@sgscsi.com

Reference:

Project Name: Pipe Insulation Installation
Owner: City of Deland
Job Site: Deland, FL

Proposal # 2120220601TM

BrandSafway is pleased to submit the following **Lump Sum** proposal for **Insulation Installation** on the **above referenced project**. Our proposal is inclusive of all labor, materials, tools, equipment and supervision necessary to complete the scope of work.

Sincerely,

Tracy Mishler
tmishler@brandsafway.com
770-744-9200
Industrial Specialist
Brandsafway



SCOPE OF WORK: Based on drawings and pictures provided by customer

Scope for insulation

- Furnish and install 2" thick fiberglass type insulation to piping
- Furnish and install blanket type insulation to valves
- Furnish and install .016 stainless steel jacketing
- Jacket shall be fastened with stainless steel bands and screws

Notes

- Others to access to insulation
- Others to provide dumpsters needed for spent materials
- Others to provide disposal
- Others to provide safety training if there are any special requirements

Schedule

- Lead time on materials (2 working days)
- 4 shifts day shift only

Price.....\$8,426.00

Clarifications:

- 1) Our Proposal is valid for 14 days and based on current (June 21, 2022) Labor and Material pricing.
- 2) Due to volatility in the market, Brandsafway reserves the right to amend proposal if award of contract takes place outside of timeframe stated in line 1.
- 3) This proposal does not include any lead or asbestos abatement. If lead or asbestos is found to be present, additional charges will be incurred for removal and disposal.
- 4) All the mutually agreed upon clarifications, qualifications, exclusions and exceptions must become a part of the final contract for it to become a binding agreement.
- 5) Any PO or Subcontract issued should reference our proposal number and any documents submitted with our bid proposal.
- 6) This proposal contains proprietary information and is intended solely for the use of the Recipient in the evaluation of this proposal. Reproduction, publication, or presentation, in whole, or in part, for any other purpose is expressly forbidden without written authorization by BrandSafway's General Counsel.
- 7) BrandSafway requires payment of ten (10%) percent of contract upon award with net 15-day terms. Customer shall pay BrandSafway on a monthly progress basis.
- 8) Payment is due thirty (30) days from the date of invoice. If the invoice has not been disputed within seven (7) days, the invoice will be deemed correct. If the invoice is disputed, the undisputed portion of the invoice will be paid within thirty (30) days from the date of the invoice and the disputed portion will be reconciled on the subsequent invoice.
- 9) "Stand by" or delay time incurred by BrandSafway Solutions, LLC due to work stoppage, permitting or any unscheduled delays brought forth by the owner, the client, or their contractors, will be considered beyond



- scope items, and reimbursed to BrandSafway Solutions, LLC at mutually agreed to T&M Labor & Company Owned Equipment Rental Rates.
- 10) Any additional work outside the original scope of work would require an addition to the contract value either by lump sum change order, or per time and materials rates and mark ups.
 - 11) BrandSafway proposal does not include allowances for inclement weather conditions such as but not limited to; extreme temperatures, named storms, pestilence, wind, rain, lightening and or any site conditions that prevents our personnel from performing their daily task to the productivity levels as included in our estimate. In the case of a severe weather condition, all activities related to securing the site and the restoration to the previous site conditions, shall be performed on a T&M Basis. Any loss of equipment or material due to an inclement weather event shall be compensated on a T&M basis.
 - 12) This proposal does not include costs for an accelerated schedule or an extended schedule. Additional equipment and overhead costs may be incurred due to schedule changes out of BrandSafway's control. These costs will be reimbursable to BrandSafway.
 - 13) All surfaces will be at ambient temperature, and in a non-operative state while insulation is being installed.
 - 14) Customer shall be responsible for utility hook-ups and supply of electricity, potable water, trash disposal, port-o-potties, and any other applicable resources.
 - 15) BrandSafway proposal is based upon a maximum of a 3 step QA/QC hold point system. A mutually agreeable site-specific Inspection Plan will be developed upon award. The customer must accept the application before the next application can proceed. Any delays arising from such inspections will be billed at T&M rates, and the project schedule will be adjusted accordingly.
 - 16) Our proposal includes one mobilization and demobilization.
 - 17) All construction debris generated by BrandSafway will be disposed of in trash receptacles supplied by others. We have included the labor for placing the waste into the receptacles. If awarded the bid, BrandSafway will work with the owner to create a site-specific waste handling and storage plan (Waste Facilitation Plan).
 - 18) Any break-out pricing provided in this offer is for information purposes only and is not to be used for partial awards.
 - 19) BrandSafway is pleased to provide this proposal for your use. Prior to award, BrandSafway and the customer must work together to develop and reach mutual agreement on Scope, Specification, Schedule and Terms & Conditions. BrandSafway's proposal is based on the information provided within the bid documents received and is contingent upon a final review and acceptance of all contract documents by BrandSafway. Such acceptance may be withheld in BrandSafway's sole discretion.

Proposal accepted by:

Customer Signature

Date

Customer Issued Purchase Order (P.O.)

Customer acknowledges by signature to all the terms and conditions of this proposal. Please return with customer signature via email tmishler@brandsafway.com

June 27th, 2022

Re: Deland WRF Digester Improvements
Order ALH/002575

To: Whom it may concern:

This letter is to update you on the current ship date of the (TYPE 600V PANEL P1C100BT42CH12). Currently, we are being promised a ship date of July 27, 2022 from the manufacturer. Note that the equipment was released after receipt of the approved submittals with an original expectation of a 90-day lead time. Along the time, there have been multiple dates provided for expected shipment, but this appears to be a reliable date based on our conversations with the manufacturer. We apologize for the inconvenience this causes but the electrical components industry continues to struggle to keep with demand. Supply chain issues have still not rebounded from COVID and manufacturers are dealing with significant materials shortages, partially due to war in Ukraine and sanctions that impact the availability of raw materials. Many manufacturers in our industry have issued "force majeure" notices and continue to operate under those conditions.

We do appreciate your patience and thank you for your business.

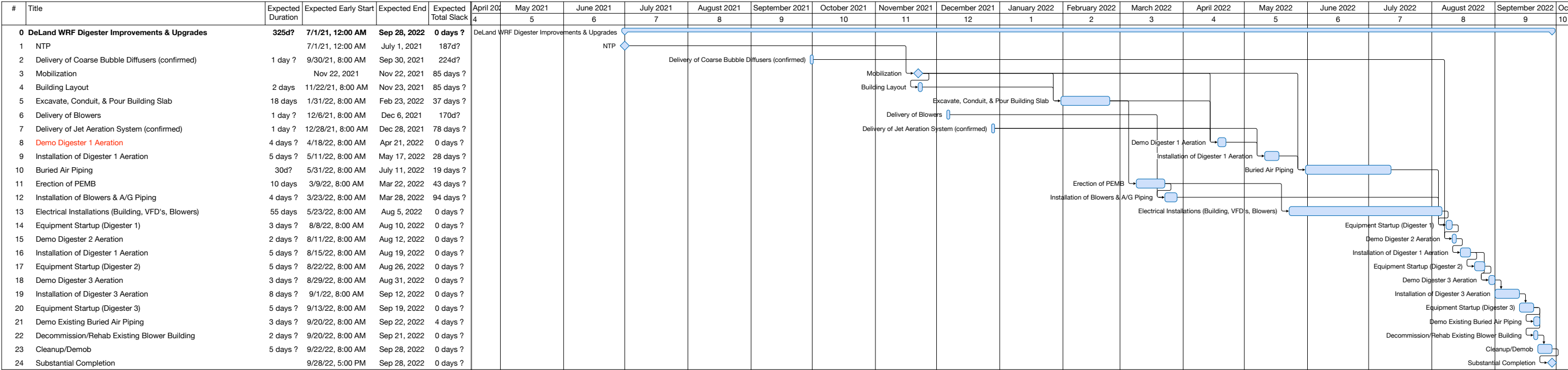
Regards:
Kyle Davis

BRANCH MANAGER
CELL 352-299-4271

Customer: Heckman
Customer POC: Heckman
Job Name: Deland WRF
Customer PO#: Deland WRF
CES POC: K. Davis / T. Harvey

CES POC: K. Davis / T. Harvey

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PROJECT NAME: City of DeLand WRF Digester Upgrades & Improvements
PROPOSAL DESCRIPTION: Condensate Drains & Vacuum Breakers

#	DESCRIPTION				
1	Furnish all labor, equipment, materials and services to perform the work in accordance with the drawings issued by Mead & Hunt for the installation of condensate drains on new buried blower piping and vacuum breaker valves on exposed blower piping at tank walls. This includes cutting/removing a small section of asphalt in order to connect to the existing manhole. The removed section of asphalt will be replaced with <u>concrete</u> . This proposal also includes a time extension due to additional delays in materials/equipment procurement.				
2					
3					
4					
5					
8					
9	MATERIALS				TOTAL
10	From Page 2				\$ 4,869.60
11			Tax	6.00%	\$ 292.18
11			Contractor Markup	15.00%	\$ 774.26
12			SUBTOTAL		\$ 5,936.04
13					
14					\$ 5,936.05
15					
16	LABOR				TOTAL
17	From Page 3				\$ 7,300.00
18					
19					
20	TOOLS & EQUIPMENT				TOTAL
21	From Page 4				\$ 632.50
22					
23					
24	SUBCONTRACTS				TOTAL
25	From Page 5				\$ -
26			Contractor Markup	15%	\$ -
27					\$ -
28					
29	OTHER	QTY		REFERENCE	TOTAL
30					
31					
32					
33					\$ -
34					
35	FINAL QUOTE TOTAL				TOTAL
36	DAYS ADDED TO THE CONTRACT: SIXTY (60) DAYS			\$13,868.54	
37					



MATERIAL ESTIMATE

#	MATERIALS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1	Piping Materials (Ferguson, attached)		1	LS	\$2,359.60	\$ 2,359.60	
2	Concrete Materials		2	CY	\$175.00	\$ 350.00	
3	(short load charge for above)		1	LS	\$500.00	\$ 500.00	
4	Vacuum Breakers (Ferguson, attached)		1	LS	\$1,660.00	\$ 1,660.00	
5						\$ -	
6						\$ -	
7						\$ -	
8						\$ -	
9						\$ -	
10						\$ -	
11						\$ -	
12						\$ -	
13						\$ -	
14						\$ -	
15						\$ -	
16						\$ -	
17						\$ -	
18						\$ -	
19						\$ -	
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26	MATERIAL SUBTOTAL					TOTAL	
27							
28						\$4,869.60	



LABOR ESTIMATE

#	LABOR	QUANTITY		RATE		COST			NOTES
		ST	OT	ST	OT	ST	OT	TOTAL	
1	Standard Crew (3-Person) - per day	2		\$ 3,650.00	\$5,475.00	\$ 7,300.00	\$ -	\$ 7,300.00	
2	Standard Crew (4-Person) - per day			\$ 4,050.00	\$6,075.00	\$ -	\$ -	\$ -	
3	Standard Crew (5-Person) - per day			\$ 4,550.00	\$6,825.00	\$ -	\$ -	\$ -	
4									
5	Additional Services:								
6	Welder - per hour			\$ 75.00	\$ 112.50	\$ -	\$ -	\$ -	
7	Welder Helper - per hour			\$ 50.00	\$ 75.00	\$ -	\$ -	\$ -	
8	Skilled Mechanic - per hour			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
9	Operator - per hour			\$ 65.00	\$ 97.50	\$ -	\$ -	\$ -	
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21								\$ 7,300.00	
22									
23									
24	ADJUSTMENTS			MULTIPLIER		RATE / HR		TOTAL	
25								-	
26									
27									
28								\$ -	
29									
30	PROJECT MANAGEMENT				HRS		RATE / HR	TOTAL	
31	Project Manager						\$ 120.00	\$ -	
32	Clerical						\$ 45.00	\$ -	
33	Deliveries & Material Movement						\$ 45.00	\$ -	
34								\$ -	
35									
36	LABOR SUBTOTAL								
37									
38							\$	7,300.00	
39	NOTE: Crew Rates include all expenses related to (but not limited to): labor, labor burden, employee allowances (vehicle, phone, etc.), travel, per diem, vehicle fuel, tool trailer, small tool maintenance, consumables, daily expected unaccountable costs, PPE								



EQUIPMENT ESTIMATE

#	SPECIAL TOOLS	DESCRIPTION			RATE	TOTAL	NOTES
1	N/A						
2							
3							
4						\$ -	
5							
6	OWNED EQUIPMENT	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
7	Mob/Demob (Heavy)			EACH	\$ 350.00	\$ -	
8	Mob/Demob (less than 10K)			EACH	\$ 250.00	\$ -	
9	Excavator (less than 10K)	1	DAY		\$ 250.00	\$ 250.00	
10	Rubber Tire Backhoe		DAY		\$ 300.00	\$ -	
11	Grading Tractor		DAY		\$ 200.00	\$ -	
12	Welding Machine		HOURL		\$ 75.00	\$ -	
13	Tool Trailer and/or Service Truck	2	DAY		\$ 150.00	\$ 300.00	
14	Rubber Tire Backhoe (Straight Cost)		MONTH		\$ 1,750.00	\$ -	
15						\$ -	
16						\$ 550.00	
17							
18	RENTALS	DESCRIPTION	QTY	UNIT	RATE	TOTAL	
19							
20						\$ -	
21						\$ -	
22						\$ -	
23						\$ -	
24						\$ -	
25						\$ -	
26						\$ -	
27						\$ -	
28						\$ -	
29							
30	CONSUMABLES	DESCRIPTION			REF	TOTAL	
31	Fuel	15% of Equipment			15%	\$ 82.50	
32	Welding Consumables	15% of Welding Machine			15%	\$ -	
32	Adjustment for Non-Fuel Equipment						
33						\$ 82.50	
34							
35							
36	EQUIPMENT SUBTOTAL					TOTAL	
37							
38					\$	632.50	
39							



SUBCONTRACTORS

#	SUBCONTRACTORS	INV	QTY	UNIT	UNIT RATE	TOTAL	NOTES
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15	SUBCONTRACTOR SUBTOTAL					TOTAL	
16							
17						\$0.00	

12:40:48 JUN 01 2022

Page 1 of 1

FEL-JACKSONVILLE WW -#149

Price Quotation

Phone: 904-268-2551

Fax: 904-268-2053

Bid No: B547553
Bid Date: 06/01/22
Quoted By: JGS

Cust Phone: 352-745-6950
Terms: NET 10TH PROX

Customer: SGS CONTRACTING SERVICES IN
18420 HIGH SPRINGS MAIN ST
HIGH SPRINGS, FL 32643

Ship To: SGS CONTRACTING SERVICES IN
18420 HIGH SPRINGS MAIN ST
HIGH SPRINGS, FL 32643

Cust PO#:

Job Name: DELAND

Item	Description	Quantity	Net Price	UM	Total
	DELAND WRF				

V102WST	2 AIR & VAC VLV	4	4535.000	EA	18140.00

	2 S80				
P80BK	2 X 20 FT PVC S80 BE PIPE	80	417.000	C	333.60
P80S4K	2 PVC S80 SXS 45 ELL	6	10.000	EA	60.00
P80S9K	2 PVC S80 SXS 90 ELL	6	5.000	EA	30.00
FNW451AK	2 SS 150# FLG GATE VLV	3	375.000	EA	1125.00
IS6CTCK	2 SS 316 150# THRD COUP	7	16.000	EA	112.00
IS46LW4K	2 SS S40 316L LR 45 ELL A403WPW	3	16.000	EA	48.00
GSP46LK	2 SS S40 316L A312 WELD PIPE	20	28.000	FT	560.00
DS46NKP	2X4 S40 316L WLD NIP TBE	7	13.000	EA	91.00
Net Total:					\$2359.60
Tax:					
Freight:					
Total:					

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=126&on=59032>



FERGUSON WATERWORKS-JAX #149
9692 FLORIDA MINING BLVD W
BUILDING #100
JACKSONVILLE, FL 32257
Phone: 904-268-2551
Fax: 904-268-2053

Deliver To:
From: Gordon Spottswood
Comments:

15:44:39 JUN 20 2022

Page 1 of 1

FEL-JACKSONVILLE WW -#149
Price Quotation
Phone: 904-268-2551
Fax: 904-268-2053

Bid No: B548962
Bid Date: 06/20/22
Quoted By: JGS

Cust Phone: 352-745-6950
Terms: NET 10TH PROX

Customer: SGS CONTRACTING SERVICES IN
18420 HIGH SPRINGS MAIN ST
HIGH SPRINGS, FL 32643

Ship To: SGS CONTRACTING SERVICES IN
18420 HIGH SPRINGS MAIN ST
HIGH SPRINGS, FL 32643

Cust PO#:

Job Name: VAC CHECK VLV

Item	Description	Quantity	Net Price	UM	Total
SP-CBUKSSVT.500SS	BUSHING CHECK VLV	4	415.000	EA	1660.00

Net Total: \$1660.00
Tax: \$107.90
Freight: \$0.00
Total: \$1767.90

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

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HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=126&on=59032>



City Electric Supply Project Ship Log

Customer: Heckman
 Customer POC: Heckman
 Job Name: Deland WRF
 Customer PO#: Deland WRF
 CES POC: K. Davis / T. Harvey

DATE: 08/15/22

QTY	TYPE	ITEM	MFG	STATUS	EST SHIP	CARRIER	EST DEL	DEL'D	SIGNATURE
12	VG1	FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI	ABL-LITHONIA LIGHTING 3625	Delivered	2/23	SEF	187992002	2/22	Rob
1	VG1E	FEM L48 4000LM LPAFL MD MVOLT GZ10 40K 80CRI E10WMC	ABL-LITHONIA LIGHTING 3625	Delivered	3/9	UPS	UPS22031312573	1/16	Curtis
2	EXS1	WST LED P3 40K VW MVOLT DDBXD	ABL-LITHONIA LIGHTING 3625	Ordered	3/28	UPS	173213760376468106	3/16	CURTIS
1	001B	DPC3690	EATON 2575	Delivered	5/23	SEF	757434185	5/16	
1	001I	P4D600BT36CD12	EATON 2575	Ordered	7/27-pushed 9/19				
1	002B	LWPC2042	EATON 2575	Delivered	5/23	SEF	757435092	5/17	Curtis
1	002I	P1C100BT42CH12	EATON 2575	Ordered	9/15				
1	3	T48M11S1516	EATON 2575	Delivered	6/7	SEF	8374513	5/18	Curtis
1	4	LKS1	EATON 2575	Delivered	2/21	fed ex	563080989108	2/17	Curtis
1	5	WMB01	EATON 2575	Delivered	2/23	fed ex	563235774205	2/23	Davis
2	6	DH363UWK316	EATON 2575	Delivered	5/7	fed ex	153547970215634	3/23	Curtis
4	7	DH261UWK316	EATON 2575	Delivered	3/9	FED EX	153547970210561	3/14	Curtis
1	8	DH361URK	EATON 2575	Delivered	2/21	fed ex	568413154151	2/23	Davis

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Second Reading of Ordinance No. 2022-19, Relating to Gas System Franchise for Florida Public Utilities Company.

DEPARTMENT: Admin Services

PREPARED BY: Michael Grebosz, Asst. City Manager

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

Approval of an Ordinance by the City Commission relating to approval of a gas utility system franchise for Florida Public Utilities Company is requested.

First Reading of the Ordinance was approved by City Commission on August 15, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action ensures that the City is both fairly compensated and comprehensively protected relative to the use of its rights-of-way by Florida Public Utilities Company for the provision of gas utility services within the City Limits.

RECOMMENDATION:

City staff recommends that the City Commission approve Ordinance No. 2022-19; providing for approval of a gas utility system franchise for Florida Public Utilities Company.

BACKGROUND/DISCUSSION:

The City exercises control over all dedicated rights-of-way located within the limits of the City and either owned by or dedicated for use by the City which may be a part of the City's "City street system" as that term is defined in Section 334.03(3), *Florida Statutes*.

Florida Public Utilities Company has requested permission from the City to erect, construct, operate and maintain a gas utility system in order that it will be capable of importing, transporting, selling and distributing gas (which could be natural, manufactured or mixed) within the City Limits of the City. The Company is a corporation which is headquartered in Dover Delaware.

To accomplish its desired gas system Florida Public Utilities Company would establish the necessary facilities and equipment and lay and maintain gas mains, service pipes and any other appurtenances and facilities necessary to the sale, transportation and distribution of gas utility services in and along City rights-of-ways.

City rights-of-way to be used by Florida Public Utilities Company are valuable public properties acquired and maintained by the City and other jurisdictions having jurisdictional and permitting authority over such rights-of-way at great expense to the City's taxpayers and other taxpayers, and the right to use said rights-of-way is a valuable property right without which the Company would be required to invest substantial capital and property acquisition costs.

Florida Public Utilities Company will execute the Ordinance which will serve as a franchise agreement which ensure that the aforesaid rights-of-way used for the provision of gas utility services are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens, property owners and residents of the City as well as the general travelling public and users of rights-of-way.

ORDINANCE NO. 2022-

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA GRANTING TO FLORIDA PUBLIC UTILITIES COMPANY A NON-EXCLUSIVE FRANCHISE FOR A TERM OF 30 YEARS TO ERECT, CONSTRUCT, OPERATE AND MAINTAIN A GAS SYSTEM; TO IMPORT, TRANSPORT, SELL AND DISTRIBUTE GAS WHETHER NATURAL, MANUFACTURED OR MIXED GAS; PRESCRIBING THE TERMS AND CONDITIONS RELATED TO THE USE OF CITY RIGHTS OF WAY LOCATED WITHIN THE CITY FOR THE PURPOSE OF PROVIDING GAS UTILITY SERVICE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR NON-CODIFICATION AS WELL AS THE CORRECTION OF SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Deland (hereinafter referred to as the "City") exercises control over all dedicated rights-of-way located within the limits of the City and either owned by or dedicated for use by the City which may be a part of the City's "City street system" as that term is defined in Section 334.03(3), *Florida Statutes*, or its successor provision; and

WHEREAS, Florida Public Utilities Company, (hereinafter referred to as the "Company") has requested permission from the City to erect, construct, operate and maintain a gas system; to import, transport, sell and distribute gas, whether natural, manufactured or mixed within the City; and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other appurtenances necessary to the sale, transportation and distribution of gas in and along rights-of-ways located within the City; and

WHEREAS, the aforesaid rights-of-way to be used by the Company are valuable public properties acquired and maintained by the City and other jurisdictions having jurisdictional and permitting authority over such rights-of-way at great expense to the City's taxpayers and other taxpayers, and the right to use said rights-of-way is a valuable property right without which the Company would be required to invest substantial capital and property acquisition costs; and

WHEREAS, the City desires to ensure that the aforesaid rights-of-way used by the Company are promptly restored to a safe and secure condition to protect the health, safety and welfare of the citizens, property owners and residents of the City as well as the general travelling public and users of rights-of-way; and

WHEREAS, controlling State law, the City's *City Charter* and the codes and ordinances of the City authorize the City to grant non-exclusive franchises for the purposes set forth herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF
DELAND, FLORIDA:**

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance and the City request for commission action relating to this Ordinance presented by the City staff on the agenda of the City Commission.

(b). The City of DeLand, Florida deems it necessary, desirable and in the interest of its citizens to establish by ordinance a rights-of-way utilization franchise (sometimes referred to herein as the "Franchise") granting the Company permission to use the public rights-of-way located within the City Limits of the City for the purpose of providing gas utility services subject to the permitting processes of the various governmental entities having jurisdictional control over the said rights-of-way.

Section 2. Short Title. This Ordinance (which constitutes a franchise agreement) shall be known and may be cited as the "Florida Public Utilities Company/City of DeLand Franchise."

Section 3. Grant of Authority; Right of Way Not Warranted.

(a). There is hereby granted by the City to the Company the non-exclusive right, privilege, or franchise to erect, construct, operate and maintain a gas system; to import, transport, sell and distribute gas, whether natural, manufactured or mixed within the City Limits of the City; and for these purposes to establish the necessary facilities and equipment and to lay and maintain gas mains, service pipes and any other appurtenances necessary to the sale, transportation and distribution of gas in and along public rights-of-ways located within the City Limits of the City to serve City customers, subject to right of way use permitting for any new construction being obtained from the appropriate entity such as the City, the Florida Department of Transportation or the County of Volusia in accordance with their jurisdictional authorities and processes and procedures.

(b). The City does not warrant any right, title or interest of any City rights-of-way whether a street, alley, or other public way in existence, or hereafter acquired, used by the Company or as may be used by the Company in the future. In the event that the City closes, vacates or otherwise abandons any such City rights-of-way, the City shall provide to Company an acceptable right of use for Company-owned facilities installed within said City rights-of-way for use during the term of the Franchise.

(c). The term "rights-of-way" has the meaning as the term "right-of-way" is defined in Section 334.03(21), *Florida Statutes*, or its successor provision.

Section 4. Payment to the City; Most Favored Nation.

(a). In consideration for the granting of this Franchise, the Company, its successors and assigns, shall pay to the City, and its successors, an annual amount which will equal six and one half percent (6.5%) of Company's annual gross operating revenue taken in and received by it for providing all aspects of gas service to its customers within the corporate limits/City Limits of the City, as now or hereafter constituted. The Company shall pay the franchise fee provided by this Section quarterly on January 31, April 30, July 31 and October 31 of each year during the term of this Franchise. Any payments not made by the Company within twenty (20) days after the date said payment is due, shall thereafter be payable with interest at the highest rate allowable by law. It is specifically agreed that the aforementioned revenue shall include only the revenue from "residential" and "commercial" customers and shall exclude revenues from "interruptible," "industrial" and "other" customers, until and unless a franchise or utility tax is imposed on such interruptible, industrial or other customers, either independently or collectively, of all other competing utility services in the City's corporate limits, including, without limitation, the imposition of franchise or utility taxes on all grades of fuel oils or gases used for "interruptible" or "industrial" or "other" customers at a relatively equal basis on the total of franchise at six and one half percent (6.50%) as contemplated hereunder plus utility taxes as levied on natural gas pursuant to statute or rule.

(b). Except as otherwise provided for within this Franchise, the Company shall at all times continue to be subject to and shall pay to the City all legally authorized public service taxes, ad valorem taxes (intangible, personal, real), local business taxes, and any and all other valid taxes, levied or imposed by the City as well as pertinent charges and fees. Such charges and fees shall include, but not be limited to, licensing, permit fees, development review and inspection fees and all other such fees including, but not limited to, fees, charges, taxes and assessments validly adopted or imposed during the term of this Franchise.

(c). In the event that the Company hereafter accepts or enters a gas utility franchise ordinance or agreement from any Florida local government providing for the payment of a franchise fee in excess of that provided for in this Franchise, the Company shall notify the City, and the City reserves the right to amend this Franchise to increase the franchise fee payable under this Franchise to no more than the greater franchise fee that the Company has agreed to pay to such other local government. The Company's obligation to pay such greater franchise fee to the City shall apply prospectively beginning with the next monthly franchise fee payment following the City's timely notice of its exercise of its amendment right to which the Company may collect such increased fee from its customers. The Company's failure to notify the City of such additional payments does not limit the City's right to amend to require such additional franchise fees.

Section 5. Non-exclusive Grant; Transfers by the Company.

(a). The right to use City rights-of-ways for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said rights-of-ways to any person or entity at any time during the period of this Franchise. This Franchise shall grant the privilege of carrying on the business in all of the City or in part of the City, with no promise that there will be no competition. In the event the City grants a franchise to the competitor of Company, the grant

shall not interfere with Company's rights granted hereunder including the physical location of improvements, except as to matters that occur as a result of competition.

(b). The City agrees that during the term of this Franchise it shall not compete with the Company unless it becomes necessary to do so in emergency circumstances. The City shall tender proof of said emergency to the Company upon request.

(c). The Company shall not sell or transfer its system (that portion which is subject to this Franchise) to another person or entity, nor transfer any rights under this Franchise to another person or entity without approval by the City Manager and said approval will not be unreasonably withheld. In the event the City Manager does not act upon the issue of approval within forty-five (45) days from presentation, then approval shall be deemed to have been granted. No sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the City Clerk an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of this Franchise, and agreeing to perform all the conditions hereof.

Section 6. Compliance with Applicable Laws and Ordinances; Additional City Rights.

(a). The Company shall, at all times, during the life of this franchise, be subject to all lawful exercises of police power and land development regulatory of the City, and to such other reasonable laws, codes, ordinances, rules and regulations as the City shall hereafter, by resolution or ordinance adopt or enact including, but not limited to, any such matters pertaining to the excavation, reconstruction and development requirements and standards all of which shall not be in conflict or inconsistent with promulgated safety rules and regulations of the Florida Public Service Commission and the United States Department of Transportation or the Florida Department of Transportation.

(b). The City shall have the right to terminate this Franchise upon the failure on the part of Company to comply in any substantial respect with any of the provisions of this Franchise. Prior to termination, the City shall deliver a written notice, to the Company, specifying the non-compliance including a notice that, if the non-compliance is not corrected within a stated number of days, which shall be reasonable under the circumstances, the City may terminate this Franchise by reason thereof. Upon the termination of this Franchise by the City, or at the end of the term of this Franchise, the City may determine whether or not the Company may continue to operate and maintain its system pending the decision of the City as to the future maintenance and operation of the system.

(c). Nothing in this Franchise shall be construed or applied to prevent the City from acquiring Company occupied or owned real estate through the exercise of its powers and rights under eminent domain or through eminent domain or condemnation proceedings. However, nothing in this Franchise shall be construed as the Company's agreement or acquiescence in any such attempted acquisition by the City.

Section 7. Service Standards.

(a). The Company shall maintain and operate its system and render efficient service in accordance with the rules and regulations as are, or may be, set forth by the Florida Public Service Commission or other agency and/or entity with jurisdiction to regulate or promulgate rules regarding the Company's operations. In the event that the Company or any aspect of the natural gas trade, as contemplated hereunder, is deregulated, the Company shall maintain and operate its system and render efficient service in accordance with the rules and regulations as are, or may be, promulgated by the City. In the event that the City has not promulgated rules and regulations, at the time of deregulation, then, the Company agrees to maintain and operate its system in compliance with the rules and regulations by which they are governed prior to deregulation until such time as the City has had an opportunity to promulgate rules and regulations or pass an ordinance governing those items regulated by the Florida Public Service Commission, governing service standards, safety standards and quality controls. In the event of deregulation, the City does hereby agree, it will not regulate rates.

(b). The City shall have the right to supervise all construction, location, restoration, relocation and installation work performed subject to the provisions of this Franchise and to make such inspections as it shall find necessary to ensure compliance with governing requirements and Florida Public Service Commission rules and regulations.

Section 8. Conditions on Construction, Location, Restoration, and Relocation.

(a) All pipes, mains, conductors and other appurtenances including, but not limited to, connections with service pipes, hereafter laid in City rights-of-way, shall be laid under the supervision of the City Manager, or designee. The Company shall provide reasonable egress from and ingress to abutting property. Notification of said construction, location, restoration or relocation of Company facilities shall be furnished to the City, by delivery of a letter accompanied by plan drawings showing the proposed work. Said notification shall be submitted no less than three (3) working days prior to commencement of work, with no other application, permit, plan review fees, inspection fees or approval being necessary and at no cost to Company. As soon as practical, but no more than fifteen (15) working days after completion of the work, the Company shall submit as-built drawings to the City, completing the notification/approval process for said work. The permitting conditions of other entities with jurisdiction may also be applicable.

(b). All pipes, mains, conductors and other natural, artificial or mixed gas equipment and apparatus, including connections with service pipes, laid or placed by the Company shall be so located in rights-of-way in the City so as not to obstruct, disturb or interfere with any traffic, water flow, water pipes, sewers, drains, catch basins, pavement, sidewalk, driveways, or any other structures installed or any other function of said structures of the delivery of municipal services of any type of nature by the City. The Company shall, when practicable, avoid interfering with the use of any rights-of way where the pavement or surface would be disturbed.

(c). In the event drain, sewer, catch basins, water pipes, pavements or other like improvements or the function of said improvements are impaired or injured by such construction, location, restoration or relocation, the Company shall forthwith repair the damage or dysfunction

at its sole cost and expense, to the condition prior to said damage or dysfunction. In this regard, the City shall give written notice to Company of deficiencies that shall be cured by the Company. Said notice shall set forth a reasonable period of time, under the circumstances, in which the Company shall cure said deficiency. In default thereof, the City may repair such damage or dysfunction and charge the cost thereof to the Company and collect the same from the Company.

(d). In the event at any time during the period of this franchise the City shall lawfully elect to alter, or change the grade of any rights-of-way, the Company, upon reasonable notice by the City, shall remove, relay, and relocate its mains or service pipes, manholes and other gas fixtures at its own cost and expense and, without limiting any other obligation of the Company set forth herein, the Company agrees to comply with all policies, resolutions, codes and ordinances of the City relating to landscape buffering and any and all other such design and development standards.

(e). For and during the period of this Franchise, the City, through its designated agent, shall at all reasonable times, and at the expense of the City, have the right to inspect any and all gas lines belonging to and operated by the Company.

Section 9. Annexation or Contraction. The Company agrees that the geographical limits of the franchise area of this Franchise are subject to expansion or reduction by annexation and contraction and that the Company may or may not have vested rights in annexed or contracted areas, as may be governed by applicable law. Upon the annexation of any territory by the City, the right, privilege and permit hereby granted shall extend to the territory so annexed, when permitted by law, and all facilities owned, maintained or operated by the Company, located within the territory so annexed upon the rights-of-way situated in such annexed territory, shall thereafter be subject to all of the terms herein as permitted by law.

Section 10. Indemnification.

(a). It is expressly understood and agreed by and between the Company and the City that as additional consideration for the grant of this non-exclusive franchise the Company shall fully indemnify and hold harmless the City, its officials, officers, agents and employees from all claims, debts, liabilities, demands, interests, court costs, reasonable attorney's fees (including bankruptcy and appellate attorney's fees) to itself or any third person, taxes (including but not limited to any real, personal and sales taxes attempted to be assessed or assessed as a result of this Franchise), whether for bodily injury, death, property damage or otherwise, in any way arising out of the operations of Company or of its gas system in the City contemplated by this Franchise and related work upon Company's gas system whether directly authorized by this Agreement or not. The City shall notify the Company's representative in the City within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any neglect, default or misconduct, as aforesaid on the part of the Company.

(b). The Company shall maintain throughout the term of this Franchise insurance, or provide sufficient financial resources to provide self-insurance, insuring the City and the Company with regard to all damages in the minimum amounts of:

- (i) \$1,000,000 for bodily injury or death to a person;
- (ii) \$3,000,000 for bodily injury or death resulting from any one accident;
- (iii) \$50,000 for property damage resulting from any one accident; and
- (iv) \$1,000,000 for all other types of liability.

(c). Nothing herein is intended or shall operate, to act as a waiver of the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" or any limits of liability set forth in Section 768.28, *Florida Statutes*, or any other law regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or any other theory of law.

(d). The provisions of this Section shall survive the termination of this Franchise.

Section 11. Records and Reports.

(a). Company Records. The documents referred to in this Section shall be available to City upon City's reasonable request: copies of rules, regulations, and procedures adopted by Company that relate to Company's use of City's rights-of-way. The City shall maintain confidentiality of said records and reports provided if the City is legally permitted to do so. In accordance herewith, the Company does hereby authorize the Florida Public Service Commission to furnish full and complete records and reports to the City, as may, from time to time, be requested by the City.

(b). Accounting. The Company shall use the system of accounts and the form of books, accounts, records, and memoranda prescribed by the Public Service Commission or such other applicable governing agency having jurisdiction over the Company.

(c). Reports. The Company will submit a statement of its revenues for the period on which each payment is based. The acceptance of any statement or payment shall not prevent the City from asserting that the amount paid is not the amount due, or from recovering any deficit by any lawful proceeding, including interest to be applied at the rate set forth in this Franchise.

(d). Availability of Records and Reports. The Company shall supply information that City or its representatives may from time to time reasonably request relative to the calculation of franchise fees. Such records shall, on written request of City, be open for examination and audit by City and City's representatives at Company's headquarters during ordinary business hours and such records shall be retained by the Company for a period of three (3) years.

(e). Audit. The City may require, upon prior written notice and during Company's normal business hours, an audit of Company's books related to this Agreement not more than once every three (3) years. The Company will reimburse the City's audit costs if the audit identifies errors in Company's franchise fees of five percent (5%) or more for the period audited. If an

underpayment of franchise fees has occurred due to the Company's error, interest will be calculated for each month of the underpayment period. Both the underpayment and interest shall be paid within ninety (90) days from completion of the audit.

(f). **Customer Report.** Within ninety (90) days of the effective date of this Franchise, the Company shall provide to the City a report in a format acceptable to City setting forth a listing of all addresses within the corporate limits of the City which are served by the Company and annually thereafter a report identifying any changes to the address listing provided the previous year.

Section 12. Governing Law And Venue.

(a). This Franchise shall be construed and interpreted according to the laws of the State of Florida.

(b). In the event that any legal proceeding is brought to enforce the terms of this Franchise, the same shall be brought in Volusia County, Florida, or, if a Federal claim, in the U.S. District Court in and for the Middle District of Florida, Orlando Division.

Section 13. Attorney's Fees and Expenses. Except as otherwise provided for herein, the City and the Company hereto agree that if litigation becomes necessary to enforce any of the obligations, terms and conditions of this Franchise, the prevailing party shall be entitled to recover a reasonable amount of attorney's fees and court costs, including fees and costs on appeal, from the non-prevailing party.

Section 14. Merger; Entire Franchise. This Franchise is the full, complete and entire understanding and agreement of the parties as to its subject matter, and the written terms supersede all prior contemporaneous representations, discussions, negotiations, understanding and agreements relating to the subject matter of this Franchise. The parties shall not be bound or liable for any statement, prior negotiations, correspondence, representation, promise, draft agreements, inducements, or other understanding of any kind or nature not set forth or provided herein.

Section 15. Publication. The Company shall assume the cost of publication of this Franchise as such publication is required by law. A bill for publication cost shall be presented to the Company by the City Manager upon the Company's filing of acceptance and shall be paid at that time.

Section 16. Penalties. Any violation by the Company, its vendee, lessee or successor of the provisions of this Franchise or any material portions thereof, or the failure to promptly perform any of the provisions thereof, shall be cause for the forfeiture or revocation of this Franchise and all rights hereunder by the City after written notice to the Company, the Company's failure to cure and continuation of such violation or failure.

Section 17. Notices.

(a). Except in exigent circumstances, all notices by either City or Company to the other shall be made by depositing such notice in the United States Mail, Certified Mail return receipt requested or by recognized commercial delivery, e.g. FedEx, UPS or DHL or facsimile. Any notice served by certified mail return receipt shall be deemed delivered five (5) days after the date of such deposit in the United States mail unless otherwise provided. Any notice given by facsimile is deemed received the next Business Day. "Business Day" for purposes of this section shall mean Monday through Friday, with Saturday, Sunday and City or Company observed holidays excepted. All notices shall be addressed as follows:

(b). If to the City, notice shall be provided to:

Michael Pleus, ICMA-CM
City Manager
City Hall
120 South Florida Avenue
DeLand, Florida 32720

With copies to:

Attention: City Engineer
City Hall
120 South Florida Avenue
DeLand, Florida 32720

and

Darren J. Elkind, Esquire
City Attorney
142 East New York Avenue
DeLand, Florida 32724

(c). If to the Company, notice shall be provided to:

Florida Public Utilities Company
450 South Charles Richard Beall Boulevard
DeBary, Florida 32713
Attention: Director of Growth & Retention

Section 18. Non-Waiver. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless said waiver or relinquishment is in writing and signed by the parties.

Section 19. Dispute Resolution. The parties to this Franchise agree that it is in each of their respective best interests to avoid costly litigation as a means of resolving disputes which may arise hereunder. Accordingly, the parties agree that prior to pursuing their available legal remedies they will meet in an attempt to resolve any differences. If such informal effort is unsuccessful, then the Parties may exercise any of their available legal remedies.

Section 20. Implementing Administrative Actions. The City Manager is hereby authorized and directed to implement the provisions of this Franchise as may be deemed necessary or appropriate by the City Manager.

Section 21. Savings. The prior actions of the City of DeLand relating to the regulation and franchising of utilities of all types and natures, as well as any and all related matters, are hereby ratified and affirmed.

Section 22. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Franchise are hereby repealed.

Section 23. Severability. If any section, sentence, phrase, word or portion of this Franchise 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 Franchise not otherwise determined to be invalid, unlawful or unconstitutional.

Section 24. Non-Codification; Correction of Scrivener's Errors.

(a). The provisions of this Ordinance/Franchise may be included and incorporated within the *Code of Ordinances of the City of DeLand* at the discretion of the City Clerk.

(b). Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance/Franchise, as determined by the City Clerk and City Attorney, may be corrected with the endorsement of the City Manager, or designee, without the need for a public hearing.

Section 25. Effective Date and Term of Franchise.

(a). This Ordinance/Franchise shall become effective immediately upon adoption and execution below by the Company; provided, however, that if the acceptance is not filed with the City within twenty (20) days of said enactment, the provisions of this Franchise shall be null and void.

(b). The Franchise herein granted shall take effect and be in force from and after the first day of the month following the final passage hereof and upon filing of the acceptance by the Company with the City Clerk as set forth herein and shall continue in force and effect for a term of thirty (30) years after the said effective date.

PASSED AND DULY ADOPTED this ___ day of _____, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

Passed on first reading: _____, 2022.
Adopted on second reading: _____, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

UNCONDITIONAL ACCEPTANCE BY COMPANY

All matters set forth herein agreed to in every respect. I, the undersigned official of Florida Public Utilities Company, am authorized to bind Company and to unconditionally accept the terms and conditions of the foregoing Franchise (Ordinance No. 2022-___), which are hereby accepted by Company this 9 day of August, 2022.

Florida Public Utilities Company

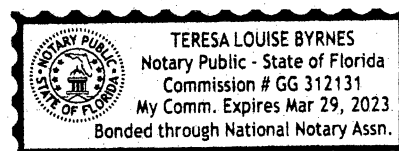
By: K. Lake

Name: KIRA LAKE

Title: DIRECTOR, GROWTH & RETENTION

Subscribed and sworn to before me this 9 day of August, 2022.

Notary Public in and for the State of Florida



CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Second Reading of Ordinance No. 2022-20, Amending Chapter 15 Garbage Solid Waste Rates.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: ORD-2022-20 Revised for Second Reading - August 23 2022, Commercial Solid Waste Collection Service-Rates

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The current contract with Green for Life (GFL) for solid waste, yard waste and recyclable material pickup and disposal expires on September 30, 2022. A new contract for 7 years with the option for one additional 3-year renewal has been proposed.

After the Commission approved entering into negotiations with GFL on the July 5, 2022 meeting the new rates were negotiated. As well, a regional comparison was performed to compare the proposed new service rates to other governments in Volusia County and surrounding areas. Based on this information, GFL's proposed residential rates, which now includes recycling services as one charge. These rates will remain among the lowest in the area and our commercial rates will be competitive with other Cities even though the City has not seen a rate increase in 3 years.

In this new contract the option for recycling collection has changed to offer an option between bins or a single 64-gallon tote. This choice is included with no difference in price and will retain the same green color with a yellow lid to denote the difference. As well the City logo will be displayed on the tote.

Residential totes will remain the same in design but any other outdated collection apparatuses will be replaced and display the approved residential design and or the GFL logo when referring to commercial services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural resource protection and optimization

FISCAL IMPACT:

Under the current contract, the City receives a franchise fee of \$150,000 annually or 10% of the gross revenue due, whichever is greater. This will continue under the proposed contract extension. In addition, the City will continue to collect an additional 3% of gross revenue for billing services.

RECOMMENDATION:

Based on the negotiated pricing discussed herein, Staff recommends the City Commission agree to amend the current rates and adopt the new Ordinance with a new contract with GFL for a period of 7 years (October 1, 2022 – September 30, 2029) for residential solid waste, yard waste, recycle collection services and commercial solid waste collection. During the final (6) six years of the contract period, rates could be adjusted according to the Consumer Price Index as long as they are mutually agreed upon. In doing so, these rates will be set via a resolution rather than an ordinance.

BACKGROUND/DISCUSSION:

Based on the rates of other cities and counties throughout the region who have requested bids for refuse and recycling services, all have received bids with significant price increases from their current rates (10% – 70% increases). The City will see slight increases (3% to 36%). A few of the more common rates are listed below for once a week pick up.

- Residential including recycling - \$15.97
- Commercial 96 Gallon - \$20.60
- Commercial 6 yard – \$200.85
- Commercial 8 yard – \$267.80

The City will remain one of the lowest residential rates in the region. Attached you will find the complete list of proposed rates.

ORDINANCE NO. 2022 - 20

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA PERTAINING TO SOLID WASTE AND RELATED MATTERS; PROVIDING FOR DEFINITIONS, REGULATIONS, PROCESSES, PROCEDURES, FEES AND CHARGES; PROVIDING FOR ENFORCEMENT AND PENALTIES; SUBSTANTIALLY REVISING AND AMENDING CHAPTER 15 OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND (CITY CODE)*; PROVIDING FOR HARMONIZING AMENDMENTS TO SECTIONS 16-5, 16-26 AND 16-29 OF THE *CITY CODE* RELATING TO HEALTH AND SANITATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of DeLand is a vibrant City which engages in a wide array of governmental functions and the provision of high-quality utility services to its citizens including the regulation and provision of solid waste services; and

WHEREAS, the State of Florida primarily regulates and manages solid waste in the State of Florida with the primary regulatory agency being the Florida Department of Environmental Protection acting through the Division of Waste Management Bureau of Solid and Hazardous Waste Solid Waste Management Section; and

WHEREAS, the Division of Waste Management implements State and Federal laws to protect the environment from the improper handling and disposal of solid and hazardous wastes through numerous regulatory programs; and

WHEREAS, primary governing laws and regulations include the 1988 *Florida Solid Waste Management Act* as set forth in Section 403.702 to Section 403.7193, *Florida Statutes*, Section 403.75 to 403.769, *Florida Statutes*, and regulations of the *Florida Administrative Code* set forth at Rule 62-701 to Rule 62-709 and Rule 62-716 and Rule 62-722 although there are other provisions of regulations relating to an array of solid waste management facilities, solid waste combustor ash management, construction and demolition debris disposal and recycling, and a wide range of solid waste types from hazardous wastes to waste tires; and

WHEREAS, although State law generally vests local government solid waste regulatory authority in the 67 counties of Florida, municipalities continue to have significant local government responsibilities particularly with regard to regulating local solid waste franchisees and providers; and

WHEREAS, the City of DeLand has engaged in legislative action to regulate fees and charges relating to solid waste services and other matters pertaining to solid waste; and

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

WHEREAS, the City Commission of the City of DeLand has determined that the enactment of this Ordinance is in the best interest of the citizens of the City of DeLand; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the recital (whereas clause) to this Ordinance and the City staff report relating to this Ordinance.

(b). The City has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Amendment to Chapter 15, *City Code*, Solid Waste. The provisions of Chapter 15, “Garbage”, of the *Code of Ordinances of the City of DeLand, Florida*, are hereby amended to read as follows:

Chapter 15 SOLID WASTE GARBAGE

Sec. 15-1. Definitions; conflict with State law or contractual or permit provisions.

(a). For the purpose of this chapter the following definitions shall be applicable hereto in interpreting the meaning of this Chapter; provided, however, that the definitions set forth in Section 403.703, *Florida Statutes*, shall also apply and any conflict between this Chapter and State law shall result in the provisions of State law prevailing [the ~~striketrough~~ text of definitions below indicates that a statutory definition is pertinent and that the Code codifier may renumber the definitions accordingly]:

(1) *Authorized representative.* Any person or persons ~~representative of the City, whether or not a City employee,~~ designated by the City Manager to administer the provisions of this Chapter and/or the provisions of franchise agreements and other agreements with contractors and franchises engaged in providing solid waste services within the City Limits in a signed, written document, as the City authorized representative for the purposes of administering this agreement.

(2) *Bags.* Biodegradable or plastic sacks designed for solid waste with sufficient wall strength to maintain physical integrity when lifted from the tip, securely tied at the top for collection, with a capacity not to exceed 32 gallons and a loaded weight not to exceed 50 pounds.

(3) *Bin*. Typical 18-gallon open top durable plastic container made with recycled content for residential recycling. Bins are uniform in color and fixed with a logo approved by the City of DeLand.

~~(4) — *Biomedical waste*. Any solid waste or liquid waste which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contain human disease-causing agents; used disposable sharps, human blood, and human blood products and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps.~~

~~(5) — *Biological waste*. Solid waste that causes or has the capacity of causing disease or infection and includes biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.~~

~~(6) — *Bulk waste*. Any tangible item such as furniture, white goods, carpet, grills, lawn equipment, furnaces, bicycles, excluding motor vehicles (with exception of used tires), or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, or rubbish. A customer at a residential unit in the service area shall generate residential bulk waste from time to time or during moving in or out of unit. Carpet shall be no greater than six feet by ten feet, rolled and weigh less than 50 pounds.~~

(7) *Cart*. Ninety-six- or 64-gallon durable plastic container with lid, wheels and handle made with recycled content for semi-automated garbage and recycling collection services. Containers are uniform in color; contain user instructions and logo approved by the City.

~~(8) — *Clean debris*. Any solid waste which is virtually inert, which is not a pollution threat to groundwater or surface waters, is not a fire hazard, and is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel.~~

(9) *City's project manager*. The project manager has responsibility for the day-to-day administration of this agreement for the City and shall be the City employee designated by the City Manager ~~public works director or his/her designee~~.

(10) *Commercial service*. Collection and disposal solid waste service provided to business establishments, churches, schools, office buildings, restaurants and other commercial and institutional establishments.

~~(11) — *Commercial trash*. Any and all accumulation of paper, rags, excelsior or other packing materials, furniture, appliances, wood, paper or cardboard boxes or containers, sweepings, and any other similar accumulation not included under the definition of garbage, generated by the operation of stores, offices, restaurants, and other commercial establishments. Commercial trash shall not include special waste.~~

~~(12) — *Construction and demolition debris*. Discarded materials generally considered to be not water soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, or asphalt 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, including such debris from construction of structures at a site remote from the construction or demolition site. The term includes rocks, soils, tree remains, trees, and other vegetative matter which normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; and de minimis amounts of other nonhazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction~~

and demolition industries. ~~Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.~~

(13) *Contractor's project manager.* The project manager has responsibility for the day to day administration of the agreement for the contractor and shall be designated prior to execution of the agreement.

(14) *Contractor's route supervisor.* The route supervisor or designee has responsibility for the day-to-day operations resulting from this agreement for the contractor who shall be available during rendering of all City services and who is authorized to take corrective or remedial actions to ensure high quality and timely service. Contractor shall provide mobile phone/radio to City project manager to ensure direct communication while performing services.

(15) *Curbside.* The area within eight feet of the maintained road right of way, whether the road is publicly or privately maintained. Curbside shall include any area up to ten feet of a maintained road right of way if such road is undergoing construction or adjacent unimproved property. "Curbside pickup" or service "at the curb" shall mean that area at a residence provided such area is reasonably accessible to the contractor. "Rear yard" service must be made available at reasonable additional rates as approved by the City when requested by a subscriber. "Rear yard" service shall be given to disabled person's households, if requested, at no additional cost. Rear yard service shall include collection of household waste and recyclables. Yard waste shall be placed at curbside for collection. Disabled households shall be defined as a household occupied by a single individual that is disabled or a household occupied by two individuals in which both persons are disabled.

(16) *Disposal or recycling facility.* A facility permitted or approved by the Florida Department of Environmental Protection to receive, process, transfer, landfill and/or otherwise dispose of solid waste, yard trash or recyclable materials.

(17) *Dumpster.* A two to eight cubic yard steel or rigid container with a lid that is left at a remote site for routine solid waste or recyclable collection with a specially designed truck with hydraulic lifters.

(18) *Garbage.* All kitchen and table food waste, and animal or vegetable waste that is attendant with or results from the storage, preparation, cooking or handling of food materials and other household waste generated by a residential unit.

~~(19) *Hazardous waste.* 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. (Regulated by the Florida Department of Environmental Protection (FDEP) pursuant to Chapter 62-730, Florida Administrative Code.)~~

~~(20) *Household furniture.* All movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house.~~

(21) *Household waste.* Any solid waste, including garbage, and trash derived from households, including single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, picnic grounds, and day-use recreation areas.

~~(22) *Industrial solid wastes.* Solid waste generated by manufacturing or food processes that are not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products, or by products; inorganic chemicals; iron and steel manufacturing; leather and leather products; non-ferrous metals manufacturing or foundries; organic chemicals;~~

plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil and gas waste.

(23) — *Landfill*. A solid waste disposal facility, approved by FDEP, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by section 403.707, Florida Statutes. This term shall not include: (a) A land spreading site; (b) A surface impoundment; (c) An injection well defined under and subject to the provisions of Chapter 62-28, Florida Administrative Code.

(24) — *Litter*. Contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by contractor. Contractor shall maintain sufficient equipment/tools on each collection vehicle (i.e., pitch fork, broom, shovel) to pick up such scattered solid waste.

(25) — *Materials recovery*. Any process by which one or more of the various components in solid waste is separated and concentrated for reuse.

(26) — *Material recovery facility (MRF)*. A FDEP approved solid waste management facility that provides for the extraction from solid waste of recyclable materials suitable for use as a fuel or soil amendment, or any combination of such materials.

(27) — *Multiple dwelling units*. Any building containing more than two permanent living units, not including motels.

(28) — *Proper vehicles*. Any vehicle which is not in violation of any provision of this agreement.

(29) — *Recovered materials*. Metal, paper, glass, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or has been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. *Recovered materials* as described herein are not solid waste.

(30) — *Recycling*. Any process by which solid waste, or material which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

(31) — *Recyclable material*. Materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

(32) — *Residential service*. Solid waste, yard trash and recyclable material collection service provided weekly to persons occupying residential dwelling units within the designated area, and bulk services who are not receiving commercial service with the following exception. The contractor shall provide multiple-family dwelling units with residential recycling service.

(33) — *Roll-off container*. Typically a steel container of 20 cubic yards with roller wheels that is rolled off a transport truck and left at a remote location specially designed for solid waste, yard waste, construction materials, white goods, waste tires and/or recyclables for later collection and transport.

(34) — *Solid waste*. 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; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; 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

(35) — *Solid waste disposal facility.* Any solid waste management facility which is the final resting place for Solid Waste, including landfills and incineration facilities that produce ash from the process of incinerating municipal solid waste.

(36) — *Special waste.* Solid waste that can require special handling and management, including, but not limited to, commercial white goods, waste tires, used oil, lead acid batteries, construction and demolition debris, ash residue, and biological wastes.

(37) — *Transfer station.* A site the primary purpose of which is to store or hold solid waste for transport to a processing or disposal facility. It does not include green boxes, compactor units, permanent dumpsters, and other containers from which such wastes are transported to a landfill or other solid waste management facility.

(38) — *Waste tire.* A tire that has been removed from a motor vehicle and has not been retreaded or re-grooved. Waste tire includes used tires and processed tires.

(39) — *White goods* Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

(40) — *Yard trash or yard waste.* Vegetative matter resulting from lawn maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf raking, small tree branches (which shall not exceed five feet in length and 75 pounds), palm fronds (whole), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created in the care of lawns and yards.

(b) Additional definitions which may be utilized in implementing the provisions of this Chapter shall be definitions pertinent to this Chapter set forth in the provisions of the *Florida Statutes*, the *Florida Administrative Code*, this *Code* and the franchise agreement or agreements entered into by the City with solid waste contractors or franchisees providing solid waste services within the corporate limits of the City of DeLand (also referred to in this Ordinance as the “City Limits”). The City and its contractors and franchisees are not bound by the definitions set forth herein.

(c) The provisions of this Chapter shall not preclude the City from entering or imposing contractual or permit provisions relating to solid waste services or regulation within the City Limits.

Sec. 15-2. Penalties for violation of chapter.

Any person violating any of the provisions of this Chapter shall be subject to all code enforcement processes and procedures as well as the penalties arising therefrom which the City may implement under the provisions of this *Code* and controlling State law as set forth in Section 1-6 of this *Code* deemed guilty of a misdemeanor and shall be punished by a fine not to exceed \$100.00 or by imprisonment for not more than 60 days or both in the discretion of the municipal judge. Each day a violation occurs or is permitted to exist, shall constitute a separate offense.

Sec. 15-3. Solid waste Garbage carts to be supplied by City's contractor.

Each customer shall be provided with a 96-gallon cart by the City's contractor or franchises ~~contracted waste hauler~~, which cart must be used as the primary garbage container. If the cart provided does not have sufficient capacity to contain all household waste generated by the customer, then additional containers shall be used, and it will be the responsibility of the customer

to provide such additional containers. Upon the request of the customer account holder, a 64-gallon cart may be provided in special circumstances.

Sec. 15-4. Solid waste ~~Garbage~~ to be placed in carts or other containers.

All household waste shall be placed for collection in carts and additional containers as provided for in Section 15-3, and it shall be the responsibility of the customer to pick up and place in carts or additional containers any garbage which may be spilled about the area ~~by dogs, wind, children, etc.~~ Carts and such additional containers shall be placed where they shall be easily accessible to collection crews. Crews of solid waste service providers shall not be required to leave ground level or enter buildings in order to collect household waste.

Sec. 15-4.1. Storage of carts, garbage containers, recyclable material containers, and yard trash.

(a) Except when placed at curbside for collection as prescribed by Section 15-4.2 ~~below~~, no carts or other household waste containers, recyclable material containers, or containerized yard waste (to include cans, boxes and bags) shall be stored or left within the required front yard setback of the customer's property, or for corner lots, within the street side yard setback (as prescribed by the ~~City of DeLand~~ *Land Development Regulations*).

(b) The City ~~Manager~~ or its contractor or franchisee may cause the removal and relocation of any container left in violation of Subsection (a) above to a suitable location on the customer's property.

Sec. 15-4.2. Placing garbage cans, garbage containers, recycling containers and yard trash at curbside; hours permitted.

(a) No garbage cans, garbage containers, recycling containers or containerized yard trash (to include cans, boxes and bags) shall be placed at curbside for collection prior to 5:00 p.m. on the night immediately preceding collection; all such cans, bags or containers shall be removed from curbside to a suitable location on the customer's property (as set forth in Section 15-4.1 ~~above~~) no later than 11:00 p.m. on the day of collection.

(b) The City ~~Manager~~ may cause the removal and relocation of any container left in violation of Subsection (a) ~~above~~ to a suitable location on the customer's property.

Sec. 15-5. Prohibitions.

It is prohibited and hereby declared unlawful ~~and a violation of the chapter~~ for any person, firm or corporation to do or permit to be done any of the following acts or practices:

(a) To dispose of any wet or dry garbage by burning or abandoning within the City Limits of ~~DeLand~~ or its contiguous waters, or by burning garbage or trash within the City Limits; provided, however, that yard trash may be burned under certain prescribed conditions as set forth by the ~~DeLand~~ Fire Department and only upon issuance of a permit by the ~~DeLand~~ Fire Department.

(b) To deposit or place in or cause to be deposited or placed in garbage can any materials other than those defined in this chapter as moist or dry garbage.

- (c) To fail or neglect to keep or cause to be kept clean and sanitary or tightly covered and in good state of repair all garbage cans.
- (d) To use or supply garbage cans other than those defined and provided for in this Chapter.
- (e) To place or allow to be placed upon the streets, alleys, curbing or sidewalks of the City any rubbish, sweepings, debris, trash or waste materials of any kind which might be a menace to traffic either vehicular or pedestrian, or which might endanger the proper operation of the City's sewer or drainage system.
- (f) To collect or permit to be collected the garbage from any garbage can or container by persons other than those regularly employed by the City for that purpose or by persons working under contract with the City or by a special written permit from the City Manager or his authorized agent.
- (g) To violate any of the provisions or sections of this Chapter ~~or any reasonable interpretation of the same.~~
- (h) To place in any garbage can or container any explosive or highly inflammable substance or any substance which yields poisonous gases when burned.
- (i) To allow private tree contractors to place tree trimmings or trees removed by these persons at the street for City collection.
- (j) To block access to container units for commercial establishments, and the City of DeLand shall have, in addition to the penalties set out in Section 15-2 "~~Penalties for violation of chapter~~", the authority to remove and impound any vehicle blocking a commercial container, even though on private property, ~~plus charging the owner of said vehicle with a misdemeanor as provided in Section 15-2.~~
- (k) To co-mingle garbage and yard trash in the same container, bag or bundle ~~after January 1, 1991.~~
- (l) To conduct open burning for land clearing operations without first obtaining a permit from the DeLand Fire Department which shall be issued pursuant to the requirements and provisions of State law F.A.C. 17-256.500 and the DeLand Fire Department.
- (m). The City's franchisee or contractor shall not be responsible for scattered solid waste which can be categorized as litter unless the same has been caused by contractor's acts or omissions, in which case, all such scattered solid waste shall be picked up immediately by contractor. The contractor shall maintain sufficient equipment/tools on each collection vehicle (i.e., pitch fork, broom, shovel) to pick up such scattered solid waste. It is prohibited and unlawful for a contractor to fail to accomplish the requirements of this Subsection.

Sec. 15-6. Supervision by City Manager.

- (a) All garbage and trash accumulated in the City shall be collected, conveyed and disposed of by the City under the supervision of the City Manager. The City Manager shall have the authority to adopt rules and ~~make~~ regulations concerning the days of collection, type and location of waste containers and such other matters pertaining to the collection, conveyance and disposal as he shall find necessary, and to change and modify the same after providing timely notice to all persons concerned, provided that such regulations are not contrary to the provisions hereof.
- (b) ~~Any person aggrieved by a regulation of the City Manager shall have the right of appeal to the City Commission.~~

Sec. 15-7. Waste materials excluded from collection services.

~~The service charges referred to in this Chapter shall apply only for the collection of moist garbage, dry garbage, household trash and yard trash, as defined herein. The City shall not collect or dispose of any waste materials. The owner/occupant shall arrange for the disposal of any trees, tree trunks, stumps or other waste materials and all owners and occupants of real property within the City shall arrange for such collection and disposal by private means at the owner/occupant's expense. Private tree contractors shall not place trees at the curb for collection by the City. The owners of vacant lots or their agents shall not place waste materials resulting from the cleaning or clearing of vacant lots at the curb for collection.~~

Sec. 15-8. Household trash and yard trash.

- (a) *Separation of yard trash.* ~~All Effective January 1, 1992,~~ all yard trash must be separated from all other solid waste materials by the owner/occupant and shall be collected and disposed of separately by the City. If yard trash is not separated from all other solid waste materials, the City may refuse to pickup any mixed loads ~~after January 1, 1992.~~
- (b) *Placement.* Household and yard trash shall be collected from the front of the premises near the street (curbside), or from service alleys at the rear of the property, where available. On streets where no parkways or lawn areas near the street are available for placement of household and yard trash, the owner/occupant shall place household and yard trash adjacent to the driveway, but not further than ten feet from the street nor in the street. Yard trash shall be placed in separate bags, boxes or other suitable containers for collection except for vines, branches, small limbs and palm fronds which may be placed in bundled piles beside the street or alley.
- (c) Loose yard trash such as leaves, limbs, and/or grass clippings shall be placed in a garbage can or bag where possible for collection, for transport, and disposal in the same manner as garbage. Yard trash shall be limited to an average of eight cubic yards per eight week period per residential unit. Non-containerized yard trash shall be tied, stacked and bundled, and any individual piece or segment of such material shall not exceed five feet in length (except palm fronds) or six inches in diameter, nor be greater than 75 pounds in weight. Palm fronds may be stacked at the curb without being tied or bound together.
- (d) *Weekly yard trash pickups.* Yard trash shall be collected once a week according to a separate schedule to be established by the City ~~Manager.~~

Sec. 15-8.5. Curbside recycling.

All single-family residents are encouraged to separate newspapers, glass containers, aluminum cans and other recyclable materials designated by the City ~~Manager~~ from the rest of their solid waste and to place them in the special recycling containers provided free of charge by the City for curbside collection. Recyclable materials placed in the special recycling containers shall be collected once a week according to a separate schedule to be established by the City ~~Manager~~. All multifamily and commercial establishments shall separate their recyclable materials as mandated by Chapter 106 Volusia County Code Ordinance No. 93-31.

Sec. 15-9. Extra services.

The City of DeLand may make available at its discretion on the basis of individual application extra service for collection of unusual material or materials in excess of four cubic yards. Such service will be at a rate as set by the City Manager. All applications for extra service shall be made to the City's Director of Public Works, and such collection if approved shall be made at the Department's convenience.

Sec. 15-10. Service charges.

(a) *Established.* All residents, occupants or owners of premises in the City are required to have all accumulation of solid waste removed or disposed of by the solid waste collection service rendered, arranged for or otherwise authorized by the governing body of the City. For such solid waste collection and disposal services, there is hereby established and imposed upon the owner or owners of each and every premises a solid waste collection and disposal charge and curbside recycling charge, provided, however, that the City may bill the tenant or occupant of each premises for the solid waste collection and disposal charge and curbside recycling charge at the request of the owner, such request being either express or implied, or at the request of the occupant or tenant of such premises.

(1) *Residential.* Each residential account shall be charged at the rates adopted from time to time by the City Commission by means of the adoption of a resolution ~~\$12.53 per month for curbside solid waste service and recycling. Customers requesting rear yard service shall be charged \$14.98 per month in lieu of the charge for curbside service, with the exception of disabled persons, who shall not be charged an additional fee for rear yard service but shall be charged the regular fee for curbside service. Customers wishing to order two carts will be charged \$24.51 per month for curbside solid waste and recycling services. Customers wishing to order a special pick-up of yard trash in excess of three cubic yards in any one pick-up will be charged \$14.45 per cubic yard for each cubic yard of yard trash in excess of three cubic yards.~~

(2) *Commercial.* Each commercial account shall be charged at the rates adopted from time to time by the City Commission by means of the adoption of a resolution ~~on the basis of the rates set out in Section 15-11.~~

(3) ~~*Residential bulk waste.* Bulk pick-up (not hazardous waste) shall be collected free of charge twice per year, on dates mutually agreed upon by the City and the City's contracted waste hauler. Customers wishing to order a bulk pick-up outside of the two free each year shall be required to pay a special pick-up fee of \$7.00 for each item.~~

(b) *Special rates.* If, in the judgment of the City Manager, special circumstances render the established charges inequitable, at the rate determined by a resolution adopted by the City Commission, the City Manager ~~he~~ may authorize special charges as the circumstances dictate. Persons aggrieved by a decision of the City Manager made hereunder have the right to appeal to the City Commission by filing a written appeal detailing the alleged inappropriate charge within 10 days of the charge being billed.

(c) *Billing.* The charges for solid waste collection service and curbside recycling service shall be billed monthly in conjunction with charges for water and sewer services; provided, however, that such solid waste collection and curbside recycling service charges shall be itemized separately.

(d) *Delinquent accounts.* Solid waste collection charges and curbside recycling charges shall be billed in arrears under the same terms as are in effect for water and sewer bills.

Sec. 15-11. Solid waste and recyclable materials collection service charges for commercial accounts.

(a) Solid waste and recycling collection monthly charges for commercial accounts shall be charged at the rates adopted from time to time by the City Commission by means of the adoption of a resolution as follows:

(1) ~~Apartment:~~

a. ~~For apartments served by container units, the monthly charges in subsections 15-11(a), (2)b., (2)c., and (2)d. will apply.~~

b. ~~For apartments served by cans, the monthly charge shall be \$14.51 times the number of apartment units.~~

(2) ~~Commercial:~~

a. ~~All commercial establishments not supplied with container units, for 96-gallon containers:~~

~~1 pickup \$14.36~~

~~2 pickups 28.72~~

~~3 pickups 43.08~~

~~4 pickups 57.44~~

~~5 pickups 71.80~~

b. ~~For commercial establishments having uncompact container units, monthly charges shall be as follows:~~

1. ~~For container with capacity of two cubic yards:~~

~~1 pickup \$62.40~~

~~2 pickups 124.80~~

~~3 pickups 187.20~~

~~4 pickups 249.60~~

~~5 pickups 312.00~~

~~6 pickups 374.40~~

~~7 pickups 436.80~~

2. ~~For container with capacity of three cubic yards:~~

~~1 pickup \$93.60~~

~~2 pickups 187.20~~

~~3 pickups 280.80~~

~~4 pickups 374.40~~

~~5 pickups 468.00~~

~~6 pickups 561.60~~

~~7 pickups 655.20~~

3. ~~For container with capacity of four cubic yards:~~

~~1 pickup \$124.80~~

~~2 pickups 249.60~~

~~3 pickups 374.40~~

~~4 pickups 499.20~~

~~5 pickups 624.00~~

~~6 pickups 748.80~~

~~7 pickups 873.60~~

4. ~~For container with capacity of five cubic yards:~~

1-pickup \$156.00

2 pickups 312.00

3 pickups 468.00

4 pickups 624.00

5 pickups 780.00

6 pickups 936.00

7 pickups 1,092.00

5. — For container with capacity of six cubic yards:

1 pickup \$187.20

2 pickups 374.40

3 pickups 561.60

4 pickups 748.80

5 pickups 936.00

6 pickups 1,123.20

7 pickups 1,310.40

6. — For container with capacity of eight cubic yards:

1 pickup \$249.60

2 pickups 499.20

3 pickups 748.80

4 pickups 998.40

5 pickups 1,248.00

6 pickups 1,497.60

7 pickups 1,747.20

c. — ~~For commercial establishments having compacted container units, monthly charges shall be as follows:~~

1. — For container with capacity of two cubic yards:

1 pickup \$133.34

2 pickups 266.67

3 pickups 400.01

4 pickups 533.35

5 pickups 666.68

6 pickups 800.02

7 pickups 933.36

2. — For container with capacity of three cubic yards:

1 pickup \$200.01

2 pickups 400.01

3 pickups 600.02

4 pickups 800.02

5 pickups 1,000.03

6 pickups 1,200.03

7 pickups 1,400.04

3. — For container with capacity of four cubic yards:

1 pickup \$266.67

2 pickups 533.35

3 pickups 800.02

4 pickups 1,066.69

5 pickups 1,333.37

6 pickups 1,600.04

7 pickups 1,866.71

4. — For container with capacity of five cubic yards:

1 pickup \$333.34

2 pickups 666.68

3 pickups 1,000.03

4 pickups 1,333.37

5 pickups 1,666.71

6 pickups 2,000.05

7 pickups 2,333.39

5. — For container with capacity of six cubic yards:

1 pickup \$400.01

2 pickups 800.02

3 pickups 1,200.03

4 pickups 1,600.04

5 pickups 2,000.05

6 pickups 2,400.06

7 pickups 2,800.07

6. — For container with capacity of eight cubic yards:

1 pickup \$533.35

2 pickups 1,066.69

3 pickups 1,600.04

4 pickups 2,133.39

5 pickups 2,666.73

6 pickups 3,200.08

7 pickups 3,733.43

(b) For commercial establishments having compactor/roll-off units, service charges shall be charged at the rates adopted from time to time by the City Commission by means of the adoption of a resolution \$550.00 for up to a 40-yard container, plus a delivery charge of \$70.00, plus a per pull charge of \$195.00 for up to a 40-yard container, plus all tipping fees provided, however, that this Section shall not apply to roll-off containers provided for construction and demolition materials.

(c) All monthly rates for containerized unit service are "per container," and in the event a container unit services more than one customer, the monthly charge will be prorated to each customer on the basis of estimated quantities of refuse generated by each establishment. However, no customer will be charged less than the residential rate of \$12.53 per month. Similarly, a customer having more than one container shall be charged under the above rate schedule for each container serving his establishment. ~~Unscheduled pickups will be billed to customer requesting same.~~

(d) — Monthly rates for customers wishing to purchase locking bars and/or locks to secure front load containers will be \$13.50. Customers wishing to purchase wheels to provide movement for front load containers will be charged \$18.00 per month. An administrative fee of \$5.00 per month will be charged for each container with bars or wheels.

(e) — For commercial establishments wishing to order special "on-demand" pick-up(s) the following charges will apply:

96-gallon toters\$12.61 per pickup
2—4 yard containers\$40.00 per pickup
5—8 yard container\$90.00 per pickup
FEL VIP Compactor\$302.00 per pickup

Sec. 15-12. Rolloff service for construction and demolition materials.

(a) *Purpose of this Section.* The purpose of this Section is to provide regulations for the awarding by the City to qualified applicants a permit for a nonexclusive franchise to provide rolloff service for construction and demolition materials. For purposes of this Section, said qualified applicants, upon the issuance of a permit as outlined below, shall be referred to herein as "franchisee(s)."

(b) *Services provided.* There is a continuing need for the collection and disposal of construction and demolition materials from organizations, firms or entities within the City of DeLand with the use of "rolloff" containers. The franchisee shall collect and dispose of construction and demolition materials upon request by entities within the City Limits of DeLand including any newly annexed areas.

(c) *Permit issued.* A permit will be issued to any applicant meeting the requirements of this Ordinance for a nonexclusive franchise (hereinafter "franchise") to provide rolloff service for construction and demolition materials. The applicant shall pay an application fee of the amount in effect on the effective date of this Ordinance which amount may be modified in such manner as determined to be appropriate by the City Commission by means of the adoption of a resolution \$25.00 to assist in recovering costs associated with issuing the permit.

(d) *Franchise fee.* All parties permitted to provide rolloff service for construction and demolition materials shall pay the City the amount in effect on the effective date of this Ordinance which amount may be modified in such manner as determined to be appropriate by the City Commission by means of the adoption of a resolution + for each container pick-up or "pull." The charge shall be paid monthly, and shall be based upon the number of container pick-ups by the franchisee from the entities during the preceding month, whether or not the franchisee bills the entities for the pull. ~~For It is hereby understood that for the privilege of doing business within the DeLand's City Limits the City levies a \$20 per pull fee on each the franchisee in the amount in effect on the effective date of this Ordinance which amount may be modified in such manner as determined to be appropriate by the City Commission by means of the adoption of a resolution and it is a condition precedent for each franchisee to adhere to the payment of such pull fee upon commencing operations within the City Limits ,not on the entities.~~

(e) *Reports required with remittance.* Franchisee will report monthly, in a format approved by the City, the previous month's activities including account names, account numbers, the number of container pick-ups during the month, and all discontinued accounts. The franchisee shall submit the report and pay the franchise fee on or before the twentieth day of each calendar month to the City finance director. Failure to remit franchise fees on or before the 20th day of each month as required shall result in a penalty at the rate of ten percent of the monthly obligation outstanding.

(f) *Audit of records.* Records pertaining to construction and demolition rolloff service shall be maintained within the State of Florida. The City may, at its option and upon reasonable notice to franchisee, at any time examine accounts and records as such relate to the calculation of the franchise payment to the City. The franchisee shall maintain its records in sufficient detail that revenues deriving from within the ~~corporate limits of the City~~ Limits are readily discernible from

other revenues for auditing purposes. Detailed records include but are not limited to dump tickets, customer invoices and customer transaction files. Franchisee must keep all franchise and all other related books and records on file for not less than three years from the termination of the franchise by either party. All examinations shall be at the expense of the City. However, if the City conducts an audit of franchisee's books and records, and substantial discrepancies are discovered which result in sums which should have been paid to the City, then the cost of such audit shall be paid by the franchisee.

(g) *Disposal of refuse.* Refuse collected by the franchisee shall be hauled to a state-approved and properly licensed disposal facility. Franchisee shall provide the City with evidence the disposal facility is State-approved.

(h) *Compliance with laws and regulations.* As a condition of the City issuing a franchise, each ~~The franchisee~~ agrees to abide by all applicable present and future Federal, State, County and City laws and regulations and any permit provisions imposed by any regulatory agency and to ~~Failure to abide by any law, regulation or condition shall be considered a breach of this Ordinance. The franchisee~~ agrees to indemnify and save harmless the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, order or other decree.

(i) *Customer responses.* The franchisee shall make itself available to customers by either maintaining a local office or a local telephone number and responding to customers in a timely manner as determined by the City.

(j) *Equipment.*

(1) As a condition of the City issuing a franchise, each ~~The~~ franchisee agrees that it shall procure and maintain sufficient equipment, or that it shall arrange on a contractual basis with other persons owning or leasing equipment in compliance with the requirements of the franchise, to ensure ~~insure~~ that the franchisee shall at all times be in a position to properly maintain its schedules and to otherwise perform all duties, responsibilities, and conditions required of it under this Code and any permits issued by the City and agreements entered with the City Ordinance.

(2) All trucks utilized by the franchisee, and all containers owned or leased by the franchisee, shall be prominently identified on both the left and right sides with the franchisee's name in letters not less than six inches in height, and the franchisee's business telephone number, in numbers not less than three inches in height, either painted on, or attached by signs to, the affected truck and containers. The franchisee shall give each of its trucks an identification number that shall be visible and legible at all times, and that shall appear on the bumper in numbers not less than four inches in height.

(3) All of the franchisee's trucks, containers, and equipment shall conform to proper registration and license tag requirements.

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

(k) *Hours of operation.* The collection of construction and demolition materials shall take place only between the hours of 6:00 a.m. and 6:00 p.m.

(l) *Insurance.* The franchisee shall not commence work until franchisee has obtained all insurance required under this Ordinance and such insurance coverage has been approved by the City Manager of the City of DeLand. Should the franchisee fail to provide such insurance, the City may secure the same, the cost of which shall be reimbursed to the City by the franchisee.

(1) *Compensation insurance.* The franchisee shall provide and maintain at all times worker's compensation insurance for all of its employees who are employed in connection with the rolloff service. In case any class of employees engaged in hazardous work under this Chapter are not protected under the worker's compensation statute, the franchisee shall provide adequate insurance coverage for the unemployment compensation protection of its employees not under or otherwise protected.

(2) *Public liability and property damage insurance.* The franchisee shall provide and maintain during the life of this contract, at the franchisee's own expense, such public liability and property damage insurance as shall protect the franchisee and any subcontractor performing work covered by this Ordinance from claims for property damage which may arise from operations under this Ordinance. The amount of such insurance shall be as follows:

Comprehensive liability insurance. Also known as "broad form," covering general and motor vehicle liability insurance in an amount not less than \$500,000.00 for injuries, including accidental death, to any one person, and in an amount not less than \$1,000,000.00 for each occurrence, and property damage insurance in an amount not less than \$200,000.00 each occurrence. In all such policies, the City shall be named as an additional insured at no cost to the City.

(3) *Proof of insurance.* The franchisee shall furnish the City Manager, prior to the start of any operations under the franchise, satisfactory proof of carriage of the insurance required with an insurance company satisfactory and acceptable to the City. No policy is acceptable to the City which can be cancelled by the insurer in less than 30 days after the insured has received written notice of such cancellation provision of the policy. To be acceptable to the City, each insurance certificate shall contain a clause substantially as follows:

"The policies referred to herein shall provide that they cannot be cancelled by the insurer in less than 30 days after the insured has received written notice of such cancellation, and equal notification to the City."

(m) *Licenses.* The franchisee shall, at its sole expense, procure from all local, State and Federal governmental and agency authorities (having jurisdiction over the operations of the franchisee) all licenses, certificates, permits, or other authorizations which may be necessary for the conduct of the franchisee's operations. The franchisee shall pay all taxes and licenses; certification, permit and examination fees; and all excises which may be assessed, levied, exacted, or imposed upon its property, operations, gross receipts, or all or any combination of these things; and upon the franchise and any rights and privileges which may be granted herein, and shall make all applications, reports, and returns required in connection therewith to all respective governmental and agency authorities.

(n) *Unpermitted contractors.* No one who has not been properly franchised under this Ordinance shall be allowed to solicit business, place containers or provide service to any entity located within the City Limits of DeLand. Violators will be noticed in writing by the City and shall cease their operations within three days of such notice. Failure to cease operations after notice may result in fines up to \$500 per day for each day operation continues.

(o) *Termination.* Any franchise granted hereunder may be terminated: (1) by the City, at its convenience, upon 30 days prior written notice to the franchisee; (2) by the franchisee, following 30 days prior written notice to the City; (3) by the mutual agreement of the parties; or (4) as may otherwise be provided below.

Any privileges which may have been granted herein to the franchisee may be terminated by the City prior to the expiration of the term if any one or more of the following events occur:

(1) The franchisee fails: (a) to pay the sums, fees or charges due to the City in a timely manner; (b) to submit contracts, reports, statements in a timely manner; or (c) to keep, perform, or observe each and every other promise, covenant, and condition designated to it under this Ordinance. In the event any of the above occur, the City Manager shall notify the franchisee in writing of such failure, and the franchisee shall have 30 days from the receipt of such notice to correct the condition giving rise to such notice. If the correction is not made to the City Manager's satisfaction of the City within the 30 day period, the City Manager shall give written notice to the franchisee that the privileges granted herein are terminated as of the date of such notice; or

(2) If and when the franchisee shall liquidate, dissolve, or sell substantially all of its assets; or

(3) If and when there is a transfer of 50 percent or more of the franchisee's voting stock or controlling interest which results in a change in the franchisee's control; or

(4) If and when the franchisee becomes insolvent, or makes a general assignment for the benefit of its creditors; or if an action or petition is filed by or against the franchisee under any part of the *Federal Bankruptcy Act* or other law relating to the alleged insolvency of the franchisee, and such action or petition is not dismissed within 30 days of the date of its filing.

The franchisee shall give the City at least 15 days prior written notice of the occurrence of any of the events in (2), (3), and (4) above.

In the event any of the privileges granted herein are terminated pursuant to this Section, any liability of the franchisee to the City accruing thereby, and any liability of the franchisee to the City arising out of any act or event occurring prior to the termination, shall immediately become due and payable to the City, without further notice.

(p) *Nonassignability.* Any franchise granted hereunder shall not be assignable by the franchisee without the prior written consent of the City. If the franchisee attempts to assign, transfer or delegate its rights and duties in violation of these provisions without the City's consent, then the City may terminate the franchise and any such assignment shall be null, void, and of no legal effect whatsoever.

(q) *Amendments.* The City reserves the right to amend this Chapter at any time, and in any manner that the City deems necessary for the health, safety, or welfare of the citizens of DeLand. The City also reserves the right to prescribe, from time to time, reasonable rules and regulations further governing the franchisee's operations herein, including but not limited to hours and frequency of container pick-up. These rules may be issued through the City Manager or his designee, and they need not be memorialized in an ordinance revision or other formal action by the City Commission, the City Commission's approval of this Chapter being an approval that the regulations should be so issued.

(r) *Term of franchise.*

(1) The term of any franchise granted hereunder shall be concurrent with the City's fiscal year, which runs from October 1 through September 31. Franchise permits issued at any time during a fiscal year will expire at the end of that fiscal year, September 30th. An acceptance of the provisions, conditions, and stipulations of this franchisee shall be in writing and contain the franchisee's local address, prior to the issuance of a franchise permit.

(2) The term may be extended annually in one year increments at the sole option of the City, by written notice to the franchisee not less than 30 days prior to the expiration of the current term.

(s) All provisions of this Chapter shall be deemed to be incorporated in any franchise agreement entered with the City or permit issued by the City regardless of whether or not specifically stated in any such document and, to that end, each franchises shall be obligated to adhere to the provisions of this Chapter and any violation thereof shall be a violation of the franchise agreement or permit.

Section 3. Amendment to Chapter 16, *City Code*, Health and Sanitation. The following Subdivisions of Chapter 16, “Health and Sanitation”, of *the Code of Ordinances of the City of DeLand, Florida*, are hereby amended to read as follows:

Sec. 16-5. Same—Unsanitary lots declared nuisance.

All lots or portions thereof within the City Limits of the City which are uncleanly, unsanitary or unsightly by reason of unmowed grass, growth of weeds or accumulations or deposits of solid waste, refuse, garbage or noxious matter of any kind are hereby declared public nuisances.

Sec. 16-26. Nuisances injurious to health.

The following conditions existing, permitted, maintained, kept, or caused by any individual, municipal organization or corporation, governmental or private, shall constitute prima facie evidence of maintaining a nuisance injurious to health:

(a) Untreated or improperly treated human waste, garbage, offal, dead animals or dangerous waste materials from manufacturing processes harmful to human or animal life and air pollutants, gases and noisome odors which are harmful to human or animal life or the improper disposal of solid waste.

(b) Improperly built or maintained septic tanks, water closets or privies.

(c) The keeping of diseased animals dangerous to human health.

(d) Unclean or filthy places where animals are slaughtered or maintained.

(e) The creation, maintenance or causing of any condition capable of breeding or harboring flies, mosquitoes or other arthropods or rodents capable of transmitting diseases, directly or indirectly to humans.

(f) Any other condition determined to be a sanitary nuisance as defined in Section 386.01, *Florida Statutes*.

Sec. 16-29. Disposing of garbage, trash, etc.

(a) Any person dumping or permitting to be dumped any thing, article, trash, paper, plastic, metal, wood, garbage, dead animals, waste materials from manufacturing processes harmful to human or animal life, air pollutants harmful to human or animal life, within the City Limits of the City of DeLand, ~~whether resident or nonresident~~, unless deposited in a container provided for that purpose, shall be subject to all penalties and code enforcement processes authorized by controlling law ~~punished as prescribed in this article.~~

(b) Only those persons who are paying recipients of garbage and trash disposal services in the City ~~are of DeLand and shall be~~ permitted to use those containers for solid waste, garbage and trash provided for that purpose.

(c) ~~It is prohibited and unlawful for a~~ Any person to transport who transports solid waste, garbage or trash into the City Limits for the purpose of disposing of same in the City receptacle for solid waste, trash and garbage shall be in violation of the provisions of this article and shall be punished as prescribed in Section 16-28 of this article.

Section 4. Amendment to Chapter 30, City Code, Utilities. The following Subdivisions of Chapter 30, "Utilities", of *the Code of Ordinances of the City of DeLand, Florida*, are hereby amended to read as follows:

Sec. 30-28. Payment of charges; delinquent accounts.

(a) Bills for rates, fees, taxes and charges relating to water, sewer, stormwater, solid waste garbage and trash collection service shall be rendered monthly by the City and shall be due and payable on or before the 21st day following the billing date for which service was rendered. If not paid prior to the opening of City business on the 22nd day following the billing date for which service was rendered, payment shall be considered late and a late payment fee of \$10.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution will be assessed to address administrative costs to the City. If any bill for water, sewer, utility tax, stormwater, solid waste garbage or trash collection service shall not be paid prior to the opening of City business on the 34th day following the billing date for which service was rendered, the City will, to the fullest extent permitted by law, shut off and discontinue all service to the property until all delinquent rates, fees, taxes and charges have been paid in full, excluding any current bills that have not reached their stated due date. No accounts will be disconnected if the amount due is \$20.00 or less or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution. The City shall be under no obligation to provide any customer with any reminder notice relative to any payment due to the City. Disconnections of utility services by the City may occur in accordance with any provisions of controlling law under the guidance and direction of the City Attorney.

(1) Once during a 12-month period, the City will give an extension to a tenant/property owner who cannot pay the balance on the account by the due date. The extension will be given for up to two weeks from the due date. Any customer who does not pay the extension as agreed upon will be subject to disconnection of service. Extensions shall not apply to balances transferred from other accounts, returned payments and associated fees, initial deposits and additional deposits required on the account.

(2) A courtesy waiver of either the delinquent fee or the late fee can be made once every two years provided that account has been in good standing during that two-year period. One courtesy waiver over the life of the account will not apply to the determination of additional deposits under Subsection 30-29(c)(1). For the purpose of this provision, "good standing" shall mean no incidences of delinquency or dishonored checks over a two-year period. Additional waivers of the delinquent fee or late fee can be given if the customer signs up for either of the incentive programs in Subsection 30-28(i). A maximum of two waivers can be granted for the incentives in Subsection 30-28(i) during the life of the account.

(3) A monthly payment plan can be established for property owners only to satisfy liens or other significantly large balances. Payment plans can range from two to six months for liens and not to exceed three months for other significantly large balances, without the approval of the finance director or his/her designee. Lien interest will continue to accrue until paid in full in accordance with Subsection 30-30(a). The current bill and monthly payment plan amount is due each month by the due date. Any customer who does not pay as agreed will be subject to disconnection of service, the payment plan shall be null and void and no further payment plans will be allowed on the account until the balance is paid in full. Service shall not be reconnected until the entire account balance is paid in full including all fees. The only exception to this is a request for a walk-through reconnection (see Subsection 30-27(e)). No further payment plans will be allowed on the account.

(4) The following accounts will not be turned off without prior approval from the City Manager: hospitals, nursing homes, schools, government agencies, hotels and apartment complexes whereby the residents are not responsible for the bill.

(5) Reserved.

(6) The first time an account becomes subject to a delinquent charge and disconnection of service, the City will provide a one-time automatic extension of two days and shall attempt to contact the customer advising them of the extension. If eligible, an automatic waiver of the delinquent charge shall be placed on the customer's account in accordance with Subsection 30-28(a)(2).

(b) When a customer's water is turned off for nonpayment or for any other reason, and a seal or lock is placed on the meter to ensure that water will not be delivered through that meter and/or on that account until payment is made, it shall be the responsibility of the customer to make certain that the seal or lock is not broken, destroyed or removed, and that no water is delivered through that meter and/or on that account until payment is made. If an inspection by the City reveals that a seal or lock placed on the meter has been broken, destroyed or removed, or that the meter has been adjusted or bypassed to allow water to be delivered through that meter and/or on that account and/or to the address in question, the customer shall be charged \$200.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution for the first and all subsequent occurrences in addition to the initial delinquent charges provided for below.

(c) If a customer's meter is removed, the customer will continue to be billed for the base facility charge based on the appropriate meter size. If a customer also has sewer service, the customer will continue to be billed the sewer base facility charge based on the appropriate meter size.

(d) In the event that a customer damages or breaks equipment associated with their water meter a fee of \$40.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution plus the actual cost of materials shall be charged to the customer to fix or replace whatever was damaged.

(e) If a customer meter needs to be pulled per an owner's request, then the customer will be charged a meter pull fee in the amount of \$40.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution. If the meter needs to be reinstated at a later date, the customer will be charged \$40.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution.

(f) Excessive requests for verification of reading or consumption or other meter testing will result in a fee of \$25.00 or such amount as determined to be appropriate by the City Commission

by means of the adoption of a resolution.. No fee shall be assessed if the meter is inaccurate or it is a City error. Excessive requests is defined as more than two in a twelve-month period.

(g) If a customer requests a service call, a fee of \$40.00 will be charged to that customer.

(h) Reserved.

(i) An incentive of a \$1.00 credit per month or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution will be given to all customers who choose to receive an electronic bill rather than a paper bill and an additional \$1.00 incentive credit per month or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution will be given to those customers who then pay via the City's recurring ACH program. No incentive will be given to customers who continue to receive paper bills.

Sec. 30-30. Provisions for delinquent accounts; creation of liens in the event of nonpayment; submission to collection agency; administrative fee.

(a) Any water, sewer, utility tax, stormwater, solid waste ~~garbage, trash~~ collection or other utility bill which remains unpaid after 45 days from the date of billing to the customer shall become a lien upon the real property to which the service was provided or the real property which was benefited by the service; provided, however, that unpaid service charges incurred by a former tenant of a rental unit will not be the basis for any lien against the rental property except to the extent that the owner has benefited directly from the service provided to the former tenant as provided in Section 180.135, *Florida Statutes*. This lien shall be superior to all other liens upon the real property except for liens for unpaid ad valorem taxes. This lien shall earn interest at a rate of 12 percent annually, or at any other rate of interest established by resolution of the City Commission. Interest shall be charged for the first five years following the filing of a lien.

(b) The owner thereof shall be provided ~~receive~~ notice of lien from the City stating that if the arrearage is not paid within ten days of the date of said notice, the City ~~Manager~~ shall file a lien against the property for the amount of total arrearage, specifying the individual unpaid accounts and respective arrearages in each for which a lien is claimed by the City. Notices, liens and satisfactions shall each be subject to an administrative fee for the preparation of said instruments and the cost of filing the same upon the Official Records of Volusia County, Florida. The fees shall be assessed as follows:

Notice of lien \$30.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution.

Claim of lien 35.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution.

Satisfaction of lien 30.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution.

Claim of lien—Refile 35.00 or such amount as determined to be appropriate by the City Commission by means of the adoption of a resolution.

(c) Any water, sewer, utility tax, stormwater, solid waste ~~garbage, trash~~ collection or other utility bill incurred by a tenant of a rental unit remaining unpaid after 45 days shall be forwarded to a collection agency. Such collection fees shall be added to the unpaid balance.

(d) Requests for research and production of documentation identifying outstanding utility liens and/or unpaid utility charges due to the City shall be subject to an administrative fee of \$30.00 per search, per property plus copying costs for any documents requested.

Section 5. Savings. The prior actions of the City of DeLand relating to the regulation of solid waste within the City and the rates, fees and charges relating to solid waste services, as well as any and all related matters, are hereby ratified and affirmed.

Section 6. Implementing Administrative Actions. The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions including, but not limited to, the adoption of administrative rules, regulations, processes, procedures and forms.

Section 7. Conflicts; Repealers.

(a). All Ordinances or parts of Ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

(b). Chapter 13 and Chapter 19 of the *Code of Ordinances of the City of DeLand* are hereby repealed.

Section 8. 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 9. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Section 1 through Section 4 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that the text of Section 6 through Section 11 shall not be codified.

(b). The Code codifier is granted liberal authority to codify the provisions of this Ordinance in such manner and in such places as deemed advisable and to make changes to any cross-references to the provisions of this Ordinance set forth in the *Code of Ordinances of the City of DeLand*.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature. To that end, whenever a rate, fee or charge is increased to account for inflation the Code codifier shall edit the *Code of Ordinances of the City of DeLand* to ensure that the correct amount of the rate, fee or charge, or figure used in developing the correct amount of the rate, fee or charge is codified.

Section 10. Effective Date. This Ordinance shall become effective immediately upon enactment.

PASSED AND DULY ADOPTED this 7th day of August, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: August 15, 2022.

Adopted on second reading: September 07, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

COMMERCIAL SOLID WASTE COLLECTION SERVICES

All commercial accounts are to be bid on a per cubic yard basis; with the exception of those Commercial accounts who have limited space and require cart service. The Commercial accounts with limited space will have the option to be serviced by 96-gallon cart. Commercial accounts will include multi-family residences services by mechanically emptied containers.

Container size	Weekly Pick ups	Monthly Charges (per cart provider)
96-Gallon Cart	One	\$20.60
96-Gallon Cart	Two	\$41.20
96-Gallon Cart	Three	\$61.80
96-Gallon Cart	Four	\$82.40
96-Gallon Cart	Five	\$103.00

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
2 Yard Frontload	One	\$77.25
2 Yard Frontload	Two	\$154.50
2 Yard Frontload	Three	\$231.75
2 Yard Frontload	Four	\$309.00
2 Yard Frontload	Five	\$386.25
2 Yard Frontload	Six	\$463.50
2 Yard Frontload	Seven	\$540.75
3 Yard Frontload	One	\$131.80
3 Yard Frontload	Two	\$263.60
3 Yard Frontload	Three	\$395.40
3 Yard Frontload	Four	\$527.20
3 Yard Frontload	Five	\$658.96
3 Yard Frontload	Six	\$790.76
3 Yard Frontload	Seven	\$922.56
4 Yard Frontload	One	\$143.76
4 Yard Frontload	Two	\$287.52
4 Yard Frontload	Three	\$431.28
4 Yard Frontload	Four	\$575.05
4 Yard Frontload	Five	\$718.80
4 Yard Frontload	Six	\$862.56
4 Yard Frontload	Seven	\$1,006.33

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
5 Yard Frontload	One	\$156.80
5 Yard Frontload	Two	\$313.59
5 Yard Frontload	Three	\$470.40
5 Yard Frontload	Four	\$627.20
5 Yard Frontload	Five	\$783.99
5 Yard Frontload	Six	\$940.80
5 Yard Frontload	Seven	\$1,097.60
6 Yard Frontload	One	\$200.85
6 Yard Frontload	Two	\$350.20
6 Yard Frontload	Three	\$602.55
6 Yard Frontload	Four	\$803.40
6 Yard Frontload	Five	\$1,004.25
6 Yard Frontload	Six	\$1,205.10
6 Yard Frontload	Seven	\$1,405.95
8 Yard Frontload	One	\$267.80
8 Yard Frontload	Two	\$535.60
8 Yard Frontload	Three	\$803.40
8 Yard Frontload	Four	\$1,071.20
8 Yard Frontload	Five	\$1,339.00
8 Yard Frontload	Six	\$1,606.80
8 Yard Frontload	Seven	\$1,874.60

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
2 Yard Frontload	One	\$149.35
2 Yard Frontload	Two	\$298.70
2 Yard Frontload	Three	\$448.05
2 Yard Frontload	Four	\$597.40
2 Yard Frontload	Five	\$746.75
2 Yard Frontload	Six	\$896.10
2 Yard Frontload	Seven	\$1,045.45
3 Yard Frontload	One	\$203.45
3 Yard Frontload	Two	\$407.15
3 Yard Frontload	Three	\$610.72
3 Yard Frontload	Four	\$814.29
3 Yard Frontload	Five	\$1,017.86
3 Yard Frontload	Six	\$1,221.44
3 Yard Frontload	Seven	\$1,425.01
4 Yard Frontload	One	\$278.10
4 Yard Frontload	Two	\$556.20
4 Yard Frontload	Three	\$834.30
4 Yard Frontload	Four	\$1,112.40
4 Yard Frontload	Five	\$1,390.50
4 Yard Frontload	Six	\$1,668.60
4 Yard Frontload	Seven	\$1,946.70

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
5 Yard Frontload	One	\$281.60
5 Yard Frontload	Two	\$563.20
5 Yard Frontload	Three	\$844.81
5 Yard Frontload	Four	\$1,126.41
5 Yard Frontload	Five	\$1,408.01
5 Yard Frontload	Six	\$1,689.62
5 Yard Frontload	Seven	\$1,971.23
6 Yard Frontload	One	\$412.00
6 Yard Frontload	Two	\$842.00
6 Yard Frontload	Three	\$1,236.00
6 Yard Frontload	Four	\$1,648.00
6 Yard Frontload	Five	\$2,060.00
6 Yard Frontload	Six	\$2,472.00
6 Yard Frontload	Seven	\$2,884.00
8 Yard Frontload	One	\$383.01
8 Yard Frontload	Two	\$766.02
8 Yard Frontload	Three	\$1,149.03
8 Yard Frontload	Four	\$1,532.03
8 Yard Frontload	Five	\$1,915.05
8 Yard Frontload	Six	\$2,298.05
8 Yard Frontload	Seven	\$2,681.06

Roll off Container per Pull Charge:	20 Yard	\$307.46
	30 Yard	\$307.46
	40 Yard	\$307.46
	Compactors	\$334.75

Roll off/Compactor rental or lease fees monthly:	10 Yard	\$489.25
	20 Yard	\$489.25
	30 Yard	\$489.25
	40 Yard	\$489.25

Delivery Charges for all Roll off Type Containers: \$257.50 Per Delivery

Additional Charge for Commercial Containers:	
Wheels on container	\$51.50 each
Locking Bars and/or Locks	\$77.25 each

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Second Reading Ordinance No. 2022-21, Amending Chapter 12; Chapter 15, Section 15-15; and Chapter 33, Section 33-12; of the Code of Ordinances Relating to Open Burning.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: ORD-2022-21 Open Burning

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The proposed ordinance provides that the City can prohibit open burning of land clearing debris and require same to be removed from the site of development activity. The ordinance also cleans up and clarifies other sections of the City's open burning ordinances.

First Reading of the Ordinance was approved by City Commission on August 15, 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed action ensures that the citizens of, and property within, the City is protected from the adverse conditions that can arise from open burning consistent with the controlling provisions of State law.

RECOMMENDATION:

City staff recommends that the City Commission approve on second reading Ordinance No. 2022-21, relating to open burning.

BACKGROUND/DISCUSSION:

Open burning is burning where the smoke is emitted directly into the air and not through a chimney. This has been an issue recently when land clearing debris is burned on site in large piles.

However, open burning is significantly regulated by controlling State law. For example, Section 590.125, *Florida Statutes*, regulates Open burning and provide for regulatory authority by the Florida Forest Service and Rule 5I-2.006, *Florida Administrative Code*, of the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and Rule 62-256.700, *Florida Administrative Code*, of the Florida Department of Environmental Protection also provide for the regulation of open burning.

City personnel interacted with Anthony Petellat who is the District Manager at Florida Forest Service Palm Coast office, and it was concluded that if smoke conditions or the like occurred when a State permitted open burn was being implemented, the State would have issues with the City engaging in a nuisance code enforcement action. However, it was acknowledged that the City could place development order or development permit conditions in development approvals and that the State encouraged that to occur. Placing such conditions in such approvals would protect the interests of the residents and citizens of the City and further public health, safety and welfare.

The proposed Ordinance provides for several technical amendments to the City Code, but primarily adds provisions that provide for the City to condition development orders or development permits under its authority upon the removal of land clearing materials from the development site or conditioning approval upon land clearing matters such as prohibiting burning on weekends or providing for burning only at certain times

ORDINANCE NO. 2022 - 21

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, PROHIBITING THE OPEN BURNING OF LAND CLEARING DEBRIS AND REGULATING OTHER BURNING; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AMENDING CHAPTER 12 AND SECTION 15-15 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND AND SECTION 33-12 OF THE CODE OF ORDINANCES OF THE CITY OF DELAND/LAND DEVELOPMENT REGULATIONS; PROVIDING FOR REGULATION CONSISTENT WITH CONTROLLING STATE LAW; PROVIDING FOR DEVELOPMENT ORDER AND DEVELOPMENT PERMIT CONDITIONS; PROVIDING FOR PROHIBITIONS, REGULATIONS AND ENFORCEMENT; PROVIDING FOR A DEFINITION; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, open burning is burning where the smoke is emitted directly in to the air not through a chimney; and

WHEREAS, materials prohibited from burning include biological waste, materials with asbestos, pharmaceuticals, rubber material, used oil, roofing material, treated wood, garbage, hazardous waste, devices with mercury, tires, residual oil, asphalt, tar, plastics and trash; and

WHEREAS, Section 590.125, *Florida Statutes*, regulates open burning and provides for regulatory authority by the Florida Forest Service; and

WHEREAS, Rule 5I-2.006, *Florida Administrative Code*, of the Florida Department of Agriculture and Consumer Services, Florida Forest Service, and Rule 62-256.700, *Florida Administrative Code*, of the Florida Department of Environmental Protection provide for the regulation of open burning; and

WHEREAS, the City of DeLand is authorized to prohibit open burning of land clearing debris; and

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Ordinance to be in the best interests of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Ordinance is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. Legislative Findings And Intent. The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the request for Commission action relating to this Ordinance and the recitals (whereas clauses) to this Ordinance as the legislative findings and intent of this Ordinance.

Section 2. Burn Regulations. The provisions of Chapter 12 of the *Code of Ordinances of the City of DeLand* are amended to read as follows:

Sec. 12-1. Florida Fire Prevention Code adopted by reference.

The City of DeLand hereby adopts by reference the *Florida Fire Prevention Code* as if fully set forth herein, as adopted by the State Fire Marshal under the provisions of Part II, ~~the same may be amended from time to time, and as more particularly set forth in Chapter 633, Florida Statutes, and references therein.~~

Sec. 12-2. Fees for plans Plans review, standby fire protection, inspections and related actions ~~reinspections; prohibition on open burning.~~

- (a). The City Commission shall set by resolution fees for plans review, standby fire protection, inspections and related actions ~~reinspection fees.~~
- (b). Open burning of land clearing debris is prohibited unless expressly authorized by a City issued development permit or other order issued by the City.

Sec. 12-3. Title.

~~This section shall be entitled "Open Burning in Residential Areas".~~

Sec. 12-3 12-4. Intent and purpose.

The regulation of open burning will reduce air pollution significantly and otherwise protect the public health, safety and welfare. It is the intent of this Section to prohibit ~~require that~~ open burning of land clearing debris unless expressly authorized by City in a development permit or other City issued order. ~~that is related to the development process be conducted in a manner, under conditions, and within certain periods that will reduce or eliminate the~~

~~potentially harmful effects deleterious and noisome effect of air pollution caused by open burning. Also and to establish certain requirements and criteria to regulate and control open burning within the City so as not to pose a threat to health, safety, or life, adjoining properties or public ways or cause an "unfriendly fire" within the city.~~

Sec. . 12-4 12-5. Definitions.

The City hereby adopts the definitions set forth in Rule 62-256.200, *Florida Administrative Code*, for the purposes of this Chapter. ~~following words, phrases, or terms when used in this section shall, unless the content otherwise indicates, have the following meanings:~~

Air curtain incinerator. ~~A portable or stationary combustion device that directs a plane of high velocity forced draft air through a manifold head into a pit with vertical walls in such a manner as to maintain a curtain of air over the surface of the pit and a recirculating motion of air under the curtain. An air curtain incinerator is considered open burning for purposes of this chapter and Rule 62-701.300, Florida Administrative Code.~~

Air pollution episode. ~~Any day on which generally unhealthy air (an air quality index value of 151 or greater) occurs or is forecast to occur by the department.~~

Bonfire. ~~A fire that consists of a pile of material to be burned that is no larger than six feet in diameter and no higher than six feet. Bonfire events are required to have a permit and may be conducted in the evening after normal permitted hours.~~

Campfire. ~~A fire that is no larger than three feet in diameter with flames no higher than three feet and no more than one per any one location, address, parcel or lot, whichever is most restrictive.~~

Department. ~~Department of Environmental Protection.~~

Extinguished. ~~The absence of any visible flames, smoke or emissions.~~

Garbage. ~~All kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, packaging, preparation, cooking or handling of food materials.~~

Land clearing debris. ~~Uprooted or cleared vegetation resulting from a land clearing operation, including any untreated wood generated by the land clearing operation (e.g., untreated fence posts).~~

National weather service air stagnation advisory. ~~An advisory issued by the National Weather Service to caution local and regional agencies of meteorological conditions which are conducive to poor dispersion and that are expected to persist for at least 36 hours.~~

~~*Open burning.* The burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the outdoor atmosphere without passing through a stack or chimney.~~

~~*Open field.* Any location in a well ventilated cleared area that is at least 200 feet in all directions from any wooded area or occupied building(s), and 100 feet from any public road.~~

~~*Pesticide.* Any substance or mixture substances intended for preventing, destroying, repelling, or mitigating any insects, rodents, nematodes, fungi, weeds, or other forms of plant or animal life or viruses, except viruses or fungi on or in living man or other animals, which the Department of Agriculture and Consumer Services shall declare to be a pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant.~~

~~*Sunset.* The official time the sun will set as set forth by the U.S. Naval Observatory (tables are available at National Weather Service offices and on the internet at www.usno.navy.mil).~~

~~*Trash.* Materials resulting from the construction, renovation or demolition of a structure, and other debris such as paper, cardboard, packing material, cloth, glass, street sweepings, vehicle tires and other like matter. The term does not include untreated wood or vegetative debris.~~

~~*Treated wood.* Wood coated or infused with paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, chromated copper arsenate (CCA), or other wood preservatives or treatments.~~

~~*Tree cutting debris.* Debris consisting of trees, tree stumps, and tree limbs resulting from a tree removal or tree trimming operation.~~

~~*Untreated wood.* Wood (including lighter pine, tree trunks, limbs and stumps, shrubs, and lumber) which is free of paint, glue, filler, pentachlorophenol, creosote, tar, asphalt, chromated copper arsenate (CCA), and other wood preservatives or treatments.~~

~~*Waste pesticide containers.* Any containers made of combustible materials, including but not limited to paper, plastic, or burlap, which formerly contained pesticides and which the manufacturer or formulator provided as an end-user conveyance for the specified product.~~

~~*Yard waste.* Vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities. It includes materials such as leaves, shrub trimmings, grass clippings, palm fronds, and brush. It does not include land clearing debris or tree cutting debris.~~

Sec. 12-5 12-6. Types of burning prohibited.

- (a) *General prohibition.*

- (1) No person shall ignite, cause to be ignited, or permit to be ignited, any material which will result in any prohibited open burning as regulated by controlling State law this Chapter; nor shall any person suffer, allow, conduct or maintain any prohibited open burning.
 - (2) The City of DeLand Fire Department shall address complaints regarding require any person accomplishing open the resident burning to extinguish any open burning which is prohibited by a development order or which creates excessive smoke or that poses a threat to public health, safety, welfare or and property protection in the area by all appropriate means.
- (b) *Prohibition on the open burning of certain materials.*
- (4) The open burning of prohibited materials such as biological waste, hazardous waste, asbestos containing materials, mercury containing devices, pharmaceuticals, tires, rubber material, residual oil, used oil, asphalt, roofing material, tar, treated wood, plastics, garbage, or trash is prohibited and unlawful under the provisions of controlling State law.
 - (4) ~~Certain otherwise prohibited materials may be burned for the training of firefighters in accordance with subsection 62-256.700(4), of the *Florida Administrative Code*; waste pesticide containers may be burned in accordance with subsection 62-256.700(5), of the *Florida Administrative Code*; animal carcasses may be burned in accordance with subsection 62-256.700(6) of the *Florida Administrative Code*; and polyethylene black plastic mulch, untreated wood pallets, and packing material used in agriculture may be burned in accordance with subsection 62-256.700(7), of the *Florida Administrative Code*.~~
 - (2) ~~Open burning of vegetative debris and untreated wood is prohibited except as provided at subsections 62-256.700(1), (2), (3), (8), (9), and (10) of the *Florida Administrative Code*, or subsection 62-296.320(3), of the *Florida Administrative Code*.~~
- (c) *Prohibition on open burning of land clearing debris during adverse conditions.* No ~~Open burning of any land clearing debris, as defined in Section 62-256.200 *Florida Administrative Code*, is prohibited, unless expressly permitted by a City issued development permit or order for the purpose of protecting the public health, safety and welfare which may be adversely impacted in exceptional circumstances if open burning of land clearing debris is not permitted., including use of any air curtain incinerator exempted from permitting pursuant to Rule 62-210.300, of the *Florida Administrative Code*, shall be conducted during a national weather service air stagnation advisory or air pollution episode, or if the Department of Agriculture and Consumer Services, Division of Forestry or the City of DeLand Fire Department has determined that weather conditions are unfavorable for safe burning.~~

- (d) Nothing in this Section shall relieve any person from complying with any other applicable laws, rules, or ordinances, including, but not limited to, Chapter 590, *Florida Statutes*; rules of the Department of Agriculture and Consumer Services, Division of Forestry; , Chapter 403, *Florida Statutes*, and the rules of the Florida Department of Environmental Protection and applicable development orders, rules, regulations, codes or ordinances of any local, county, or municipal government.
- (e) The regulations of controlling State law shall prevail over the provisions of this Chapter.

Sec. ~~12-6~~ 12-7. Open burning allowed in residential areas.

- (a) *Open burning of yard waste.* Open burning of yard waste, as otherwise permitted by controlling law and not subject to the regulatory authority of the State, is allowed provided:
 - (1) The yard waste was generated on residential premises of not more than two family units.
 - (2) The open burning is conducted on the premises where the material was generated.
 - (3) The fire is ignited after 9:00 a.m. eastern standard time and extinguished no later than one hour before sunset; provided, however, that no burning shall be conducted during those times prohibited in Subsection 12-6(c).
 - (4) The fire is enclosed in a noncombustible container or is restricted to a pile no greater than eight feet in diameter built upon ground cleared of all combustible material.
 - (5) The fire is set back at least 25 feet from any wild lands, brush, or combustible structure, 50 feet from any paved public roadway, and 150 feet from any occupied building other than that owned or leased by the individual doing the burning.
 - (6) The fire is attended and adequate fire extinguishing equipment is readily available at all times.
 - (7) The moisture content and composition of material to be burned is favorable to good burning which will minimize smoke.
 - (8) The area around the burn pile is cleared to bare soil to prevent the fire from spreading.

- (9) Any fire in a noncombustible container is covered with wire mesh to keep sparks from flying out and starting fires.
 - (10) Except as provided above and at Subsections 62-256.700 (8) and (9), ~~of the Florida Administrative Code~~, any other open burning of yard waste is allowed only if such burning is conducted using a department permitted air curtain incinerator operated in compliance with the provisions of Rule 62-296.401, ~~of the Florida Administrative Code~~, and any other terms of the unit's air permit.
- (b) *Open burning of tree cutting debris.* Open burning of tree cutting debris, as otherwise permitted by controlling law and not subject to the regulatory authority of the State, is allowed provided:
- (1) The tree cutting debris was generated on residential premises of not more than two family units.
 - (2) The open burning is restricted to the site where the tree cutting debris was generated.
 - (3) The fire is ignited after 9:00 a.m. eastern time and shall have no visible flame one hour before sunset or anytime thereafter, except in smoke sensitive areas as determined by the division of forestry, where the fire must be extinguished no later than one hour before sunset.
 - (4) The fire is set back at least 25 feet from any wild lands, brush, or combustible structure, 50 feet from any paved public roadway, and 150 feet from any occupied building other than that owned or leased by the individual doing the burning.
 - (5) Any fire in a noncombustible container is covered with wire mesh to keep sparks from flying out and starting fires.
 - (6) The fire is attended, and adequate fire extinguishing equipment is readily available at all times.
 - (7) The moisture content and composition of material to be burned is favorable to good burning which will minimize smoke.
 - (8) Prior to conducting the open burning, the person responsible for the burn contacts the division of forestry regarding the planned burning activity.
 - (9) Except as provided above and at Subsections 62-256.700(8) and (9), *Florida Administrative Code*, any other open burning of tree cutting debris shall be conducted using a department permitted air curtain incinerator

operated in compliance with the provisions of Rule 62-296.401, *Florida Administrative Code*, and any other terms of the unit's air permit.

- (c) *Miscellaneous allowed burning.* A campfire, bonfire, or other fire, as otherwise permitted by controlling law and not subject to the regulatory authority of the State, will be allowed that is used solely for recreational purposes for ceremonial occasions, for outdoor commercial preparation of food, or on cold days for warming of outdoor workers as long as excessive visible.

Sec. ~~12-7~~ 12-8. Permit required for open burning in residential areas.

- (a) ~~On or before~~ the day the open burning is to be conducted, any person or agency requesting an open burning permit shall obtain the required permit for the activity proposed ~~should come to the Administrative Offices of Station 81 located at 201 West Howry Avenue, DeLand, Florida.~~
- (b) ~~The open burning guidelines as set forth by the City of DeLand Fire Department's burn permit and the Code of Ordinances for the City of DeLand must be adhered to or the fire must be extinguished.~~

~~Sec. 12-9. Fees and penalties.~~

- (a) ~~Any person violating any of the provisions of this section shall be liable for all damages caused by such violation, which damages shall be recoverable in any court of competent jurisdiction. The civil liability shall obtain whether there be criminal prosecution and conviction or not. The city commission may by resolution establish fines for violations of any of the provisions of this section including, but not limited to warnings, the burning site is left unattended, the fire is larger than the requirement, unauthorized burns, burning site is not extinguished by stated time, and referrals to Special Magistrate of City of DeLand Code Enforcement. The liability for the costs of suppression shall extend to the person, firm, or corporation causing, directing, or permitting the activity as well as to the actual violator.~~
- (b) ~~When standby fire protection or rescue service is required or requested for any of the above-referenced violations, the following charges shall apply:~~
 - (1) ~~Fire apparatus—Minimum charge of \$150.00 with additional charge of \$150.00 per hour per apparatus.~~
 - (2) ~~Personnel cost based on the actual cost of the wages and benefits of the personnel assigned.
The fee above includes apparatus, personnel, and administrative expense.~~

Sec. ~~12-8~~ 12-10. Declaration of burn ban.

When drought situations occur constituting atmospheric conditions and local circumstances such that outdoor fires, if not properly contained and controlled, could lead to wild fires that would pose a severe threat to residents and visitors of the City of DeLand, then under the direction of the fire chief for the City of DeLand, all outdoor burning, unless authorized by the Florida Division of Forestry, including, but not limited to, the burning of yard trash, household paper products, bonfires, campfires, warming fires, and cooking fires is hereby prohibited subject to an administrative order being issued by the City Fire Chief, or designee, so declaring. Outdoor cooking done within a contained gas or charcoal grill (excluding a fire pit) is exempt from this prohibition when accomplished in a safe manner the only exception.

Sec. ~~12-9~~ 12-11. Penalties for Violation of burn ban.

A violation of this Chapter section 12-10 shall constitute a misdemeanor punishable by a fine not to exceed \$500.00 or imprisonment for a term not to exceed 60 days, or both such fine and imprisonment.

Sec. ~~12-10~~ 12-12. Fire inspection electronic reporting.

All reports related to fire protection system inspection, testing and maintenance shall be submitted reported to the City of DeLand Fire Department through the use of an internet-based fire inspection reporting system approved by the City of DeLand. Any report not submitted through the City's internet-based reporting system will not be accepted.

Section 3. Burning Prohibitions; Amendment to Section 15-15; Prohibitions.
Section 15-5 of the *Code of Ordinances of the City of DeLand* is amended to read as follows:

Sec. 15-5. Prohibitions.

It is hereby declared unlawful and a violation of the chapter for any person, firm or corporation to do or permit to be done any of the following acts or practices:

(a) To dispose of any wet or dry garbage by burning (unless permitted by controlling law and not subject to the regulatory authority of the State or City) or abandoning within the City Limits of DeLand or its contiguous waters, or by burning garbage or trash within the City Limits (unless permitted by controlling law and not subject to the regulatory authority of the State or City); provided, however, that yard trash may be burned under certain prescribed conditions as set forth by the DeLand Fire Department and only upon issuance of a permit by the DeLand Fire Department; provided, however, that the regulations of controlling State law shall prevail over the provisions of this provisions.

(b) – (k) ***

Section 4. Burning (Management); Definitions; Amendment to Section 33-12; Definitions. Section 33-12 of the *Code of Ordinances of the City of DeLand/Land Development Regulations* is amended to read as follows:

Sec. 33-12. Definitions.

Management means a series of techniques applied to maintain the viability of species in a location. These techniques include, but are not limited to, controlled burning as may be permitted and implemented in accordance with the controlling provisions of State law, planting or removal of vegetation, exotic species control, maintaining hydrologic regimes, and monitoring.

Section 5. Savings. The prior actions of the City of DeLand relating to the regulation of open burning and other forms of burning, as well as any and all related matters, are hereby ratified and affirmed.

Section 6. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 7. 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 8. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions Section 1 through Section 4 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other sections shall not be codified. Further, the words "*Land Development Regulations*" shall be substituted for the words "*Land Development Code*" (or similar words and phrases) by the Code Codifier.

(b). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

(c). In accordance with the City's ongoing codification program; the City Clerk, in conjunction with the City Attorney, may make additions or deletions to the tables and similar parts

of the *Code of Ordinances of the City of DeLand* pertaining to the matters set forth in or referenced in this Ordinance.

Section 9. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 7th day of September, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: August 15, 2022.
Adopted on second reading: September 07, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Second Reading of Ordinance No. 2022-22, Amending Article II, Chapter 2A of the Code of Ordinances Relating to the City's Economic Development Committee and Brownfield Advisory Committees.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Ordinance

APPROVED BY: Michael Pleus, City Manager, September 1, 2022

SUMMARY/HIGHLIGHT:

One of the many things that the City Commission has done in the past to enhance economic development within the City is the creation of a City Economic Development Committee to which it also assigned duties with regard to brownfields, which are areas of real properties where expansion, reuse, or redevelopment may be complicated by real or perceived environmental conditions. Brownfields do not necessarily have to be contaminated as the overall object of brownfield programs is to rejuvenate abandoned, vacant, or underused properties and utilize them to their greatest potential. Brownfield programs are typically incentive-driven programs with financial enticement for redevelopment and liability relief when cleaning up any discovered contamination.

The proposed Ordinance establishes a new Economic Development Committee, but without the additional role of acting as a brownfield committee. The proposed Ordinance also provides for the establishment of City Brownfield Advisory Committees by resolution of the City Commission, which committees can be tasked with one or multiple brownfields. The City Commission will be able to create multiple, project specific, brownfield committees.

The proposed Ordinance establishes basic membership criteria and operational guidelines for each brownfield committee and affords the opportunity for the City Manager or his designee to serve as an *ex officio* member if he so chooses. Both bodies would act normatively in accordance with Florida law.

Additionally, Section 288.075, *Florida Statutes*, provides that upon written request from a private corporation, partnership or person, records of an economic development agency which contain or would provide information concerning plans, intentions or interest of such private corporation, partnership or person to locate, relocate or expand any of its business activities in the State of Florida are confidential and exempt from the provisions of public records laws as the Florida Legislature has determined that the disclosure of information while a business is still considering its site selection options could jeopardize a viable economic development project, as well as injure the business in the marketplace, and that the harm that would result from the release of sensitive business information or from the impairment of the effective administration of State and local economic development efforts far outweighs the public benefit derived from release of such information. The proposed Ordinance clarifies that the City's Economic Development Manager, or such other person as may be designated by the City Manager, shall be the official representative of the City who is authorized to receive and distribute confidential information pursuant to Section 288.075, *Florida Statutes*.

First Reading of the Ordinance was approved by the City Commission on August 15, 2022 and is being presented for Second Reading with the changes requested at first reading to include: Authorizing the City Manager or their designee as the official representative of the City who is authorized to receive and distribute confidential information pursuant to Section 288.075. That the City Manager or their designee shall serve as an ex officio member of each Brownfield Committee created by resolution. Each Committee shall have no less than 3 nor more than 7 members. Each Brownfield Committee should be comprised of appointees that have a relationship to the area in which the committee has jurisdiction, such as a resident, business owner, property owner and include members with training or expertise in the fields of environmental science and economic development.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed Ordinance is designed to provide the City with mechanisms to assist in the development and redevelopment of real property within the City Limits thereby enhancing the tax base of the City as well as the employment and economic wellbeing of City residents and businesses.

RECOMMENDATION:

City staff recommends that the City Commission approve Ordinance No. 2022-22, relating to the City's Economic Development Committee and Brownfield Advisory Committees.

BACKGROUND/DISCUSSION:

State law, such as Section 166.021(8), *Florida Statutes*, provides that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of Florida. State law grants economic development powers to the City in addition to the home rule powers granted by the State Constitution to the City. Further, Section 187.201, *Florida Statutes*, (the statutorily codified *State Comprehensive Plan*) provides that it is a goal of the State to promote an economic climate which provides economic stability, maximizes job opportunities and increases per capita income for its residents while setting for numerous policies aimed at attaining that goal. Section 187.201, *Florida Statutes*, also adopts a goal and policies pertaining to urban and downtown revitalization in recognition of the importance of Florida's vital urban centers and of the need to develop and redevelop downtowns in order to use existing infrastructure and to accommodate growth in an orderly, efficient and environmentally acceptable manner. The City Commission has striven to make the economy of the City one that is vibrant, creative, flexible, dynamic, and modern, as well as an economy that attracts and retains high quality businesses and economic generators to the City.

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, RELATING TO THE MODIFICATION OF RESPONSIBILITIES OF THE CITY'S ECONOMIC DEVELOPMENT COMMITTEE AND THE ESTABLISHMENT OF BROWNFIELD ADVISORY COMMITTEES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; AMENDING ARTICLE II, CHAPTER 2A OF THE *CODE OF ORDINANCES OF THE CITY OF DELAND* RELATING TO THE CITY'S ECONOMIC DEVELOPMENT COMMITTEE AND BROWNFIELD ADVISORY COMMITTEES; REVISION COMMITTEE STRUCTURES AND RELATED MATTERS; IMPLEMENTING THE PROVISIONS OF SECTION 288.075, *FLORIDA STATUTES*; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand has the desire to ensure that the City of DeLand and its environs are desirable for economic development of a positive nature for the benefit of the citizens of the City of DeLand; and

WHEREAS, Section 166.021(8), *Florida Statutes*, provides as follows:

“(8)(a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to,

developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities.”

; and

WHEREAS, Section 187.201(21), *Florida Statutes*, (part of the *State Comprehensive Plan*) provides as follows:

“(21) **THE ECONOMY.**—

(a) Goal.—Florida shall promote an economic climate which provides economic stability, maximizes job opportunities, and increases per capita income for its residents.

(b) Policies.—

1. Attract new job-producing industries, corporate headquarters, distribution and service centers, regional offices, and research and development facilities to provide quality employment for the residents of Florida.

2. Promote entrepreneurship and small and minority-owned business startup by providing technical and information resources, facilitating capital formation, and removing regulatory restraints which are unnecessary for the protection of consumers and society.

3. Maintain, as one of the state’s primary economic assets, the environment, including clean air and water, beaches, forests, historic landmarks, and agricultural and natural resources.

4. Strengthen Florida’s position in the world economy through attracting foreign investment and promoting international banking and trade.

5. Build on the state’s attractiveness to make it a leader in the visual and performing arts and in all phases of film, television, and recording production.

6. Promote economic development for Florida residents through partnerships among education, business, industry, agriculture, and the arts.

7. Provide increased opportunities for training Florida’s workforce to provide skilled employees for new and expanding business.

8. Promote economic self-sufficiency through training and educational programs which result in productive employment.

9. Promote cooperative employment arrangements between private employers and public sector employment efforts to provide productive, permanent

employment opportunities for public assistance recipients through provisions of education opportunities, tax incentives, and employment training.

10. Provide for nondiscriminatory employment opportunities.
11. Provide quality child day care for public assistance families and others who need it in order to work.
12. Encourage the development of a business climate that provides opportunities for the growth and expansion of existing state industries, particularly those industries which are compatible with Florida's environment.
13. Promote coordination among Florida's ports to increase their utilization.
14. Encourage the full utilization by businesses of the economic development enhancement programs implemented by the Legislature for the purpose of extensively involving private businesses in the development and expansion of permanent job opportunities, especially for the economically disadvantaged, through the utilization of enterprise zones, community development corporations, and other programs designed to enhance economic and employment opportunities."

; and

WHEREAS, the City Commission of the City of DeLand desires that the economy of the City of DeLand be one that is vibrant, creative, flexible, dynamic, and modern as well as an economy that attracts and retains high quality businesses and economic generators to the City of DeLand; and

WHEREAS, the City Commission of the City of DeLand desires that the maximum possible level of cooperation, collaboration and coordination occur between the City of DeLand and the State of Florida, regional economic development entities, Seminole County, other local government entities and private sector organizations; and

WHEREAS, the City Commission of the City of DeLand has concluded that a positive means and method to economically develop the City of DeLand in the aforescribed effective and beneficial manner would be to assign the duties as set forth in this Ordinance to a newly created City of DeLand Economic Development Committee; and

WHEREAS, Section 288.075, *Florida Statutes*, provides that upon written request from a private corporation, partnership or person, records of an economic development agency which contain or would provide information concerning plans, intentions or interest of such private corporation, partnership or person to locate, relocate or expand any of its business activities in the State of Florida are confidential and exempt from the provisions of Section 119.07(1), *Florida Statutes*, and Section 24(a), Article I of the *Constitution of the State of Florida*; and

WHEREAS, the Florida Legislature has determined that the disclosure of information while a business is still considering its site selection options could jeopardize a viable economic development project, as well as injure the business in the marketplace, and that the harm that would result from the release of sensitive business information or from the impairment of the effective administration of State and local economic development efforts far outweighs the public benefit derived from release of such information; and

WHEREAS, disclosure of financing records during negotiations between private and public entities would discourage economic development in general, and have a negative impact on increasing the number of high-technology, research and development or high-paying jobs in the state; and

WHEREAS, an economic development agency within the scope of Section 288.075, *Florida Statutes*, is defined to include public economic development agency of a municipality; and

WHEREAS, the City Commission of the City of DeLand desires to establish, as part of the City's Brownfield Redevelopment Program, a City Brownfield Advisory Committee or Committees for various areas of the City; and

WHEREAS, Section 187.201(16), *Florida Statutes*, (part of the *State Comprehensive Plan*) provides as follows:

“(16) URBAN AND DOWNTOWN REVITALIZATION.—

(a) Goal.—In recognition of the importance of Florida’s vital urban centers and of the need to develop and redevelop downtowns to the state’s ability to use existing infrastructure and to accommodate growth in an orderly, efficient, and environmentally acceptable manner, Florida shall encourage the centralization of commercial, governmental, retail, residential, and cultural activities within downtown areas.

(b) Policies.—

1. Provide incentives to encourage private sector investment in the preservation and enhancement of downtown areas.
2. Assist local governments in the planning, financing, and implementation of development efforts aimed at revitalizing distressed downtown areas.
3. Promote state programs and investments which encourage redevelopment of downtown areas.
4. Promote and encourage communities to engage in a redesign step to include public participation of members of the community in envisioning redevelopment goals and design of the community core before redevelopment.

5. Ensure that local governments have adequate flexibility to determine and address their urban priorities within the state urban policy.
6. Enhance the linkages between land use, water use, and transportation planning in state, regional, and local plans for current and future designated urban areas.
7. Develop concurrency requirements that do not compromise public health and safety for urban areas that promote redevelopment efforts.
8. Promote processes for the state, general purpose local governments, school boards, and local community colleges to coordinate and cooperate regarding educational facilities in urban areas, including planning functions, the development of joint facilities, and the reuse of existing buildings.
9. Encourage the development of mass transit systems for urban centers, including multimodal transportation feeder systems, as a priority of local, metropolitan, regional, and state transportation planning.
10. Locate appropriate public facilities within urban centers to demonstrate public commitment to the centers and to encourage private sector development.
11. Integrate state programs that have been developed to promote economic development and neighborhood revitalization through incentives to promote the development of designated urban infill areas.
12. Promote infill development and redevelopment as an important mechanism to revitalize and sustain urban centers.”

; and

WHEREAS, brownfields are areas of real properties where expansion, reuse, or redevelopment may be complicated by real or perceived environmental conditions, but brownfields do not necessarily have to be contaminated as the overall object of brownfield programs is to rejuvenate abandoned, vacant, or underused properties and utilize them to their greatest potential. It is an incentive-driven program with financial enticement for redevelopment and liability relief when cleaning up any discovered contamination; and

WHEREAS, a brownfields designation can make available Federal, State and local financial incentives that might not otherwise be available including, but not limited to, job creation incentives; and

WHEREAS, the purpose of the City’s Brownfield Advisory Committee or Committees is to promote and receive public comment on the identification, rehabilitation and redevelopment of a brownfield site or sites located with the City; and

WHEREAS, the City’s Economic Development Committee currently serves in the role of the City’s statutorily required Brownfield Committee (when one is required) and the City Commission desires to remove this responsibility for brownfields from the Economic Development Committee and create separate Brownfield Committee(s) which are brownfield project specific; and

WHEREAS, the City’s Brownfield Advisory Committee or Committees will provide guidance to the City in areas such as future land use, local employment opportunities, development proposals, community safety, and environmental justice as they relate to brownfields; and

WHEREAS, the City’s Brownfield Advisory Committee or Committees will review and recommend ways and means to encourage public interest and participation in the brownfields initiatives; and

WHEREAS, the City’s Brownfield Advisory Committee or Committees will generally assist the City in guiding and setting policy for the City’s Brownfield Redevelopment Program; and

WHEREAS, the creation of a City Brownfield Advisory Committee or Committees of the City will be beneficial to the citizens of the City of DeLand and will constitute a major step forward in the City's redevelopment efforts and with regard to its continuing relationship with the State agencies involved in environmental protection and redevelopment efforts; and.

WHEREAS, the City Commission of the City of DeLand has deemed approval of this Ordinance to be in the best interests of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Ordinance is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, ~~striketrough~~ shall constitute deletions to the original text, and minor edits are made without legislative scoring.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. Legislative Findings and Intent.

(a). The City Commission of the City of DeLand hereby adopts and incorporates into this Ordinance the request for Commission action relating to this Ordinance and the recitals (whereas clauses) to this Ordinance as the legislative findings and intent of this Ordinance.

(b). The City Manager shall rely upon the intent and findings of City Commission of the City of DeLand as set forth in this Ordinance as guiding principles in developing and taking implementing actions as set forth in this Ordinance.

(c). The City of DeLand is authorized to adopt this Ordinance and undertake economic development activities under applicable and controlling law to include, but not be limited to, Section 288.075, *Florida Statutes*, Article VIII, Section 2 of the *Constitution of the State of Florida* and the provisions of Chapters 166 *Florida Statutes*, the *City Charter of the City of DeLand*, and other applicable and controlling law.

Section 2. Economic Development Committee. The provisions of Article II, Chapter 2A of the *Code of Ordinances of the City of DeLand* are amended to read as follows:

Sec. 2A-11. Economic Development Advisory Committee established.

There is hereby created an Economic Development Committee whose duty it shall be to make recommendations to the City Commission for the purpose of aiding and assisting the City Commission ~~them~~ on matters referred to the Committee by the City Commission or the City Manager, or designee, staff relating to community development and economic growth within the City and its environs. ~~The Committee shall also serve as the advisory Committee for Brownfields pursuant to F.S. § 376.80(4) unless another such Brownfield Advisory Committee is established by the City Commission.~~

Sec. 2A-12. Name of Committee.

~~This Committee shall be called the "Economic Development Committee."~~

Sec. 2A-13. Commission to appoint members.

~~The members of this Committee shall be appointed by the City Commission.~~

Sec. 2A-14. Composition of Economic Development Committee.

The Economic Development Committee shall consist of five people, each of whom shall be appointed by the City Commission for staggered terms for a period of two years. No fewer than three of the members shall be City residents. The membership of the Economic Development Committee, may, at the discretion of the City Commission, include designees of the DeLand Area Chamber of Commerce, and representatives from industry, academia, aviation and businesses operating within the City Limits. The City Commission may appoint one of its Members a Commissioner to serve as an *ex officio* member of the Committee who shall not have a vote but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

Sec. 2A-13 ~~2A-15~~. Meetings; organization; terms of office.

The Committee shall meet at least quarterly. The Committee may, at the discretion of the chairman, meet more often or as requested by the City Commission or City staff. The Committee shall annually elect a chair and vice-chair and such officers may be re-elected at the discretion of the Committee. The chair and vice-chair shall be elected by a majority vote of the Committee members present at the first regular meeting in January of each year. The chair shall serve as the presiding officer of all meetings and the vice-chair shall serve in the chair's absence. Committee members shall be appointed for two-year terms. Three members shall be appointed every even numbered year and two members shall be appointed every odd numbered year. Any member may be reappointed for one successive term upon the approval of the City Commission and shall continue to serve until his or her successor is appointed.

Sec. 2A-14. City Manager as City's Economic Development Director Under Section 288.075, Florida Statutes.

The City Commission hereby authorizes the City Manager to designate the City's Economic Development Manager, or such other person that the City Manager may designate from time to time, as the official representative of the City who is authorized to receive and distribute confidential information pursuant to Section 288.075, Florida Statutes, relating to plans, intentions, or interests of a private corporation, partnership, or person to locate, relocate, or expand any of its business activities in the State of Florida, and specifically authorizes the City Manager or the City Manager's designee to sign any request of confidentiality agreement consistent with the provision of Section 288.075, Florida Statutes.

Section 3. Brownfield Advisory Committees. A new section of the *Code of Ordinances of the City of DeLand* is amended to read as follows:

(a). The City Commission is hereby authorized to establish by resolution a City of DeLand Brownfield Advisory Committee to serve the purposes set forth in Section 376.80(4), Florida Statutes, in each instance where the City Commission determines that such Committee is necessary. The Committee shall have jurisdiction over the brownfield or brownfields as designated by the City Commission in its resolution establishing such Committee.

(b). Each Brownfield Advisory Committee shall consist of an odd number of members numbering no less than three and no more than seven, each of whom shall be appointed by the City Commission to serve for the duration of the Committee, unless a different term shall be set by the City Commission. The City Commission may appoint or remove members of the Committee at any time. The members may or may not be City residents, but should have a relation to the area in which the Committee has jurisdiction such as a resident, business owner, property owner, and the City Commission should strive to appoint members with training or expertise in the fields of environmental science and economic development. The City Manager or his designee shall serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

(c). The Brownfield Advisory Committee shall:

(1). Be responsible for making recommendations to the City Commission regarding brownfields within the City.

(2). Receive public comment on the rehabilitation and redevelopment of brownfields areas, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials.

(3). Review and recommend ways to encourage public interest and participation in the brownfields initiatives of the City.

(4). Invite persons to its meetings in an effort to provide local knowledge concerning the location of potentially contaminated sites and the possibility of redevelopment.

(5). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord.

(6). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Section 4. Implementing Administrative Actions.

(a). The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Ordinance.

(b). The City Manager is also authorized and directed to take any and all necessary and appropriate actions that would maximize City participation in the activities and programs of economic development or redevelopment entities and agencies.

Section 5. Savings. The prior actions of the City of DeLand relating to the economic development and brownfield regulation activities of the City, as well as any and all related matters, are hereby ratified and affirmed.

Section 6. Conflicts. All ordinances or parts of ordinances and other actions of the City Commission in conflict with this Ordinance are hereby repealed.

Section 7. 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 8. Codification; Direction to Code Codifier and City Staff; Correction of Scrivener's Errors.

(a). The provisions of Sections 1 and 2 of this Ordinance shall become and be made a part of the *Code of Ordinances of the City of DeLand* and all other sections shall not be codified. The Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that all other sections shall not be codified. Further, the words "*Land Development Regulations*" shall be substituted for the words "*Land Development Code*" (or similar words and phrases) by the Code Codifier.

(b). In accordance with the City's ongoing codification program, the City Clerk, in conjunction with the City Attorney, may make corrections to the provisions of this Ordinance relative to Scrivener's errors of whatever type or nature.

Section 9. Effective Date. This Ordinance shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED this 7th day of September, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC, City Clerk - Auditor

Passed on first reading: August 15, 2022.

Adopted on second reading: September 07, 2022.

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind, City Attorney

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Relating To Fees And Charges For Solid Waste Services.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: 3519511-Solid Waste Rate Resolution, 3511470-Solid Waste Rate Resolution Exhibit

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The attached Resolution relating to fees and charges for solid waste services is presented to the City Commission for consideration. The Resolution establishes the fees for residential and commercial solid waste services.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural Resource Protection and Optimization

FISCAL IMPACT:

The proposed action ensures that the solid waste services provided to the citizens of the City by the City's solid waste services franchisee, GFL Solid Waste Southeast, LLC, are provided in a fiscally prudent, cost effective, efficient and fair manner in the best interests of the customers of the City. The Resolution also provides for related matters involving the provision of such services within the City.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Resolution relating to fees and charges for solid waste services provided by the City's solid waste services franchisee, GFL Solid Waste Southeast, LLC, and related matters.

BACKGROUND/DISCUSSION:

Pursuant Sections 166.021 and 403.706, Florida Statutes, the City is authorized to operate a solid waste management program within its boundaries and enter into contracts to provide for the collection and transport of solid waste. The City has enacted provisions of the City Code (Chapter 15 of the Code of Ordinances of the City of DeLand, Florida) addressing solid waste and has entered into a franchise agreement with GFL Solid Waste Southeast, LLC to provide solid waste services within the City. The franchise agreement requires adequate funding in order to provide for payment for the services provided by the City's solid waste service franchisee. The franchise agreement as well as the City's revised solid waste ordinance provides that rates will be set by resolution. The agreement provides that rates will be increased or decreased based upon the change in

CPI with a 3% annual cap. In the unlikely event that there is a decrease in the CPI, the City shall notify the Contractor of any resulting reduction in prices by May 15 of the then applicable year. In the event that CPI increases in excess of six percent (6%) in any given year, the Contractor shall be entitled to request a price adjustment in excess of the 3% cap, and the City shall make a determination upon such request at its sole discretion.

RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA PERTAINING TO FEES AND CHARGES RELATING TO SOLID WASTE AND RECYCLING SERVICES PROVIDED TO THE PUBLIC AS A SERVICE BY THE CITY THROUGH A FRANCHISEE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE OF THE RESOLUTION AND OF THE FEES AND CHARGES.

WHEREAS, pursuant Sections 166.021 and 403.706, *Florida Statutes*, the City is authorized to operate a solid waste management program within its boundaries and enter into Contracts to provide for the collection and transport of solid waste; and

WHEREAS, the City desires to adequately fund the continued collection of solid waste and recycling within the City of DeLand to serve and protect the public health, safety and welfare; and

WHEREAS, the City Commission develops and implements through policy decisions ongoing prudent fiscal practices that ensure that the services to the citizens and businesses of the City are adequately and fairly funded in accordance with sound and generally accepted public management and fiscal practices and procedures; and

WHEREAS, the City Commission deems it reasonable, appropriate and in the public interest to provide for the fees and charges set forth in this Resolution to efficiently and effectively operate a solid waste management and recycling programs within the City Limits; and

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, and other controlling law, authorizes the City Commission of the City of DeLand to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the City Commission of City of DeLand finds that this Resolution is in the best interest of its citizens and the general public; and

WHEREAS, the City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the City staff report and City Commission agenda memorandum relating this Resolution as legislative and administrative findings; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and noticing this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELAND, FLORIDA, AS FOLLOWS:

Section 1. Legislative and Administrative Findings.

The foregoing recitals (whereas clauses) are incorporated herein by reference and adopted as legislative and administrative findings in support of the matters set forth in this Resolution and made a part hereof.

Section 2. Fee and Charge Schedule; Exhibit.

(a). The fees and charges set forth in the Exhibit to this Resolution, which is incorporated herein by this reference thereto as is fully set forth herein verbatim, are hereby authorized and directed to be collected in accordance with the provisions of Chapter 15 of the *Code of Ordinances of the City of DeLand, Florida* relating to solid waste (including recycling) and the Franchise Agreement between the City and GFL Solid Waste Southeast, LLC.

(b). This Resolution setting solid waste rates shall remain in effect until replaced by a new rate setting resolution of the DeLand City Commission.

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution and to take any and all necessary administrative actions to include, but not be limited to, the adoption of forms, policies and procedures.

Section 4. Savings.

The prior actions of the City of DeLand relating to fees and charges collected relative to solid waste and recycling services or similar matters and related activities and actions are hereby ratified and affirmed.

Section 5. Conflicts.

All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 6. Severability.

If any Section or portions of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

Section 7. Effective Date.

This Resolution shall become effective immediately upon its passage and adoption with the effective date of the fees and charges being set forth herein being the beginning of the term of the Franchise Agreement between the City and GFL Solid Waste Southeast, LLC, to wit: October 1, 2022.

PASSED AND DULY ADOPTED this 7TH day of September, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Solid Waste & Recycle Collection Services Rates and Charges

Service Description	Unit Price
Residential Service Collection Component - Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) - Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) - Once a week yard waste/trash collection, transport, and disposal (3 cubic yards or less) - Bulk Collection (Free service, two times per year)	\$ <u>14.96</u> Monthly Unit Price
Fuel Component Fuel Component (Each Residential Service Unit)	\$ <u>1.01</u> Monthly Unit Price
Total Monthly Charges (Services Above)	\$ <u>15.97</u> Monthly Unit Price

Rates for Supplemental Services

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ <u>6.95</u> Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ <u>77.25</u> Monthly/Cart
Apartments/Multi-family (served by carts)	\$ <u>19.57</u> Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	\$ <u>8.24</u> Each Item
Residential Yard Waste Special Pick-up (exceeding 3 cubic yards)	\$ <u>20.14</u> Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ <u>0.00</u> Annual Cost

COMMERCIAL SOLID WASTE COLLECTION SERVICES

Container size	Weekly Pick ups	Monthly Charges (per cart provider)
96-Gallon Cart	One	\$20.60
96-Gallon Cart	Two	\$41.20
96-Gallon Cart	Three	\$61.80
96-Gallon Cart	Four	\$82.40
96-Gallon Cart	Five	\$103.00

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
2 Yard Frontload	One	\$77.25
2 Yard Frontload	Two	\$154.50
2 Yard Frontload	Three	\$231.75
2 Yard Frontload	Four	\$309.00
2 Yard Frontload	Five	\$386.25
2 Yard Frontload	Six	\$463.50
2 Yard Frontload	Seven	\$540.75
3 Yard Frontload	One	\$131.80
3 Yard Frontload	Two	\$263.60
3 Yard Frontload	Three	\$395.40
3 Yard Frontload	Four	\$527.20
3 Yard Frontload	Five	\$658.96
3 Yard Frontload	Six	\$790.76
3 Yard Frontload	Seven	\$922.56
4 Yard Frontload	One	\$143.76
4 Yard Frontload	Two	\$287.52
4 Yard Frontload	Three	\$431.28
4 Yard Frontload	Four	\$575.05
4 Yard Frontload	Five	\$718.80
4 Yard Frontload	Six	\$862.56
4 Yard Frontload	Seven	\$1,006.33

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
5 Yard Frontload	One	\$156.80
5 Yard Frontload	Two	\$313.59
5 Yard Frontload	Three	\$470.40
5 Yard Frontload	Four	\$627.20
5 Yard Frontload	Five	\$783.99
5 Yard Frontload	Six	\$940.80
5 Yard Frontload	Seven	\$1,097.60
6 Yard Frontload	One	\$200.85
6 Yard Frontload	Two	\$350.20
6 Yard Frontload	Three	\$602.55
6 Yard Frontload	Four	\$803.40
6 Yard Frontload	Five	\$1,004.25
6 Yard Frontload	Six	\$1,205.10
6 Yard Frontload	Seven	\$1,405.95
8 Yard Frontload	One	\$267.80
8 Yard Frontload	Two	\$535.60
8 Yard Frontload	Three	\$803.40
8 Yard Frontload	Four	\$1,071.20
8 Yard Frontload	Five	\$1,339.00
8 Yard Frontload	Six	\$1,606.80
8 Yard Frontload	Seven	\$1,874.60

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
2 Yard Frontload	One	\$149.35
2 Yard Frontload	Two	\$298.70
2 Yard Frontload	Three	\$448.05
2 Yard Frontload	Four	\$597.40
2 Yard Frontload	Five	\$746.75
2 Yard Frontload	Six	\$896.10
2 Yard Frontload	Seven	\$1,045.45
3 Yard Frontload	One	\$203.45
3 Yard Frontload	Two	\$407.15
3 Yard Frontload	Three	\$610.72
3 Yard Frontload	Four	\$814.29
3 Yard Frontload	Five	\$1,017.86
3 Yard Frontload	Six	\$1,221.44
3 Yard Frontload	Seven	\$1,425.01
4 Yard Frontload	One	\$278.10
4 Yard Frontload	Two	\$556.20
4 Yard Frontload	Three	\$834.30
4 Yard Frontload	Four	\$1,112.40
4 Yard Frontload	Five	\$1,390.50
4 Yard Frontload	Six	\$1,668.60
4 Yard Frontload	Seven	\$1,946.70

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
5 Yard Frontload	One	\$281.60
5 Yard Frontload	Two	\$563.20
5 Yard Frontload	Three	\$844.81
5 Yard Frontload	Four	\$1,126.41
5 Yard Frontload	Five	\$1,408.01
5 Yard Frontload	Six	\$1,689.62
5 Yard Frontload	Seven	\$1,971.23
6 Yard Frontload	One	\$412.00
6 Yard Frontload	Two	\$842.00
6 Yard Frontload	Three	\$1,236.00
6 Yard Frontload	Four	\$1,648.00
6 Yard Frontload	Five	\$2,060.00
6 Yard Frontload	Six	\$2,472.00
6 Yard Frontload	Seven	\$2,884.00
8 Yard Frontload	One	\$383.01
8 Yard Frontload	Two	\$766.02
8 Yard Frontload	Three	\$1,149.03
8 Yard Frontload	Four	\$1,532.03
8 Yard Frontload	Five	\$1,915.05
8 Yard Frontload	Six	\$2,298.05
8 Yard Frontload	Seven	\$2,681.06

Roll off Container per Pull Charge:	20 Yard	\$307.46
	30 Yard	\$307.46
	40 Yard	\$307.46
	Compactors	\$334.75

Roll off/Compactor rental or lease fees monthly:	10 Yard	\$489.25
	20 Yard	\$489.25
	30 Yard	\$489.25
	40 Yard	\$489.25

Delivery Charges for all Roll off Type Containers: \$257.50 Per Delivery

Additional Charge for Commercial Containers:	
Wheels on container	\$51.50 each
Locking Bars and/or Locks	\$77.25 each

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Franchise Agreement with GFL Solid Waste Southeast, LLC. for Solid Waste Services within the City.

DEPARTMENT: Public Works

PREPARED BY: Ray Underwood, Public Works Director

ATTACHMENTS: 3515027-Solid Waste Contract - 8-24-22 - Ver 2 - Executable

APPROVED BY: Michael Pleus, City Manager, September 1, 2022

SUMMARY/HIGHLIGHT:

Approval of a franchise agreement with GFL Solid Waste Southeast, LLC for solid waste services within the City is requested.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government

SUSTAINABILITY:

Natural resource protection and Optimization.

FISCAL IMPACT:

The proposed action provides for fiscally prudent, cost effective, efficient and comprehensive solid waste services within the City and awards a competitive procurement to solid waste services franchisee, GFL Solid Waste Southeast, LLC.

RECOMMENDATION:

Staff recommends that the City Commission approve the proposed franchise agreement with GFL Solid Waste Southeast, LLC for solid waste services within the City.

BACKGROUND/DISCUSSION:

The State of Florida primarily regulates and manages solid waste in the State of Florida with the primary regulatory agency being the Florida Department of Environmental Protection acting through the Division of Waste Management Bureau of Solid and Hazardous Waste Solid Waste Management Section which implements the 1988 Florida Solid Waste Management Act as set forth in Section 403.702 to Section 403.7193, Florida Statutes, Section 403.75 to 403.769, Florida Statutes, and regulations of the Florida Administrative Code set forth at Rule 62-701 to Rule 62-709 and Rule 62-716 and Rule 62-722.

Sections 166.021 and 403.706, Florida Statutes, provide that the City is authorized to operate a solid waste management program within its boundaries and enter into contracts to provide for the collection of solid waste. The proposed franchise agreement with GFL Solid Waste Southeast, LLC is consistent with those statutory provisions with the competitively selected franchisee being responsible under the contract to provide all solid

waste, recycling and yard waste collection, transport and disposal services within the City.

The proposed solid waste franchisee, GFL Solid Waste Southeast, LLC, is a Delaware limited liability company, whose corporate headquarters is in Raleigh, North Carolina although it maintains local offices in Orange City.

The franchisee was selected pursuant to a competitive procurement process (Request For Proposals (RFP)-22-03) for solid waste and recycle collection services. The franchisee is required to comply with all of the provisions of the DeLand City Code including, but not limited to, Chapter 15, Solid Waste, as part of its comprehensive duties relating to the provision of solid waste services to the City. The effective date of the franchise agreement and the date for the commencement of services is October 1, 2022.

The franchise agreement establishes levels of service and terms and conditions for the provision of comprehensive solid waste services such as the following:

- (1). Pick up days and times.
- (2). Type of equipment and facilities to be used.
- (3). Inclusion of a detailed recycling program.
- (4). Standards of collection and operation by the franchisee and other franchisee contractual duties.
- (5). Specific solid waste types such as yard waste and hazardous waste.
- (6). Compensation rates and authorized charges.
- (7). Obligations of customers.
- (8). Hurricanes and other natural disasters.
- (9). Administrative processes for contract implementation.
- (10). Assessment of liquidated damages.
- (11). Insurance and indemnification requirements.
- (12). Bonding/surety and other fiscal requirements.

Also, the franchise agreement contains a wide range of detailed other contract provisions which set forth contractual obligations and rights as well as other technical contractual matters.

It should be noted that the franchisee will be required to assist the City in on-going education efforts to promote the City's recycling program and cooperate with the City in various promotional programs.

The proposed franchise agreement with GFL Solid Waste Southeast, LLC, in sum, provides for a modern system for the comprehensive provision of solid waste services within the City.



**CONTRACT/FRANCHISE AGREEMENT BETWEEN THE CITY OF DELAND AND
GFL SOLID WASTE SOUTHEAST, LLC RELATING TO
SOLID WASTE AND RECYCLE COLLECTION SERVICES (REQUEST FOR
PROPOSAL NUMBER RFP-22-03)**

THIS FRANCHISE AGREEMENT (“Contract”) made and entered into this 1st day of October, 2022, by and between the CITY OF DELAND, a Florida Municipal Corporation, whose address is City Hall, 120 South Florida Avenue, DeLand, Florida 32720, hereinafter referred to as the “City”, and GFL SOLID WASTE SOUTHEAST, LLC, a Delaware limited liability company, whose corporate address is 3301 Benson Drive, Suite 601, Raleigh, North Carolina 27609, and whose local address is 1378 South Volusia Avenue, Suite A, Orange City, Florida 32763, hereinafter referred to as the “Contractor.”

WITNESSETH:

WHEREAS, the State of Florida primarily regulates and manages solid waste in the State of Florida with the primary regulatory agency being the Florida Department of Environmental Protection acting through the Division of Waste Management Bureau of Solid and Hazardous Waste Solid Waste Management Section; and

WHEREAS, the Division of Waste Management implements State and Federal laws to protect the environment from the improper handling and disposal of solid and hazardous wastes through numerous regulatory programs; and

WHEREAS, the primary governing laws and regulations relating to solid waste in Florida include the 1988 *Florida Solid Waste Management Act* as set forth in Section 403.702 to Section 403.7193, *Florida Statutes*, Section 403.75 to 403.769, *Florida Statutes*, and regulations of the *Florida Administrative Code* set forth at Rule 62-701 to Rule 62-709 and Rule 62-716 and Rule 62-722 although there are other provisions of regulations relating to an array of solid waste management facilities, solid waste combustor ash management, construction and demolition debris disposal and recycling, and a wide range of solid waste types from hazardous wastes to waste tires; and

WHEREAS, the primary governing laws and regulations relating to recycling include Section 366.91, *Florida Statutes*, which contains the definition of renewable energy because of a 75% recycling goal and Sections 403.061, 403.703, 403.7032, 403.7046, 403.705, 403.706, 403.7065, 403.707, 403.708, 403.709, 403.7095, 403.714, 403.7145 and 403.716, *Florida Statutes*, as well as Rules 62-701.730, 62-716 and 62-722, *Florida Administrative Code*; and

WHEREAS, pursuant Sections 166.021 and 403.706, *Florida Statutes*, the City is authorized to operate a solid waste management program within its boundaries and enter into contracts to provide for the collection of solid waste; and

WHEREAS, this City Commission of the City of DeLand enacted the provisions of Chapter 15 of the *Code of Ordinances of the City of DeLand, Florida (City Code)* relating to solid waste, as amended from time-to-time, pursuant to the home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 166, *Florida Statutes*; and other applicable controlling law; and

WHEREAS, the City desires the continued collection of solid waste within the City of DeLand to serve and protect the public health, safety and welfare; and

WHEREAS, the City of DeLand has engaged in legislative action to regulate fees and charges relating to solid waste services and other matters pertaining to solid waste requiring, inter alia, a franchise for the operation of businesses conducting private collection and disposal of all types of solid waste and related matters within the city limits of the City (“Franchise”); and

WHEREAS, the Contractor has submitted a proposal to the City under a competitive request for proposal process to attain the authority to collect and transport solid waste and take other actions within the city limits of the City, pursuant to the provisions of the *City Code* for certain accounts requiring specialized collection services not provided by the City of DeLand; and

WHEREAS, this Contract is subject at all times to the provisions of the *City Code* and to the policies and regulations set by the City Commission of the City regarding solid waste collection and transport within the City; and

WHEREAS, the City Commission of the City of DeLand has determined that the approval of this Contract is in the best interest of the citizens of the City of DeLand; and

WHEREAS, the City and the Contractor have agreed to provide for implementation of the solid waste collection program pursuant to the terms of this Contract.

NOW, THEREFORE, the City and the Contractor, for the covenants, promises and agreements stated herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**SECTION 1. PURPOSE OF CONTRACT; COMMENCEMENT OF CONTRACT;
PUBLIC AWARENESS CAMPAIGN.**

(a). The purpose of this Contract is for the City to procure a qualified waste and recycling hauler (the Contractor), by means of an exclusive franchise agreement (this Contract), to provide solid waste, single stream recycling, bulk waste, white goods and yard waste collection services to residential properties and solid waste collection services to commercial properties in the City.

(b). The Contractor's responsibility under this Contract is to provide all solid waste, recycling and yard waste collection, transport, and disposal services within the City, all in accordance with the documents and specifications of Request For Proposals (RFP)-22-03 for solid waste and recycle collection services. The Contractor's proposal submitted in response to the RFP, the RFP Form and all RFP exhibits are attached and are hereby incorporated into this contract as Exhibit "A" and form a material part of this Contract. In the event of any conflict between any written provision of this Contract, including Exhibits B, C or D to this Contract, and any provision contained in Exhibit "A", the written provisions of this Contract, including Exhibits B, C or D to this Contract, shall control. As used herein, references to the Contractor shall include all agents, employees, consultants, subcontractors and any and all other persons or entities associated with the Contractor in the performance of the services hereunder to the City and customers.

(c). Without in any way limiting the foregoing, the Contractor shall also comply with all of the provisions of the *DeLand City Code* including, but not limited to, Chapter 15, Solid Waste, as amended from time-to-time.

(d). Levels of service as set forth in this Contract shall be deemed the minimum acceptable level of service. Nothing herein prohibits the Contractor from providing service at a level higher than the standards set forth within this Contract.

(e). The provisions of this Contract shall be read, interpreted and applied *in pari materia* with the provisions of controlling Federal and State law, the *City Code* and the RFP materials attached hereto and all provisions Chapter 15 of *the Code of Ordinances of the City of DeLand, Florida (City Code)* relating to solid waste, as amended from time-to-time, as well as implementing resolutions, are hereby incorporated as terms of this Franchise Agreement.

(f). The effective date of this Contract and the date for the commencement of services is October 1, 2022.

(g). The Contractor shall assist the City in on-going education efforts to promote the City's recycling program. The Contractor shall cooperate with the City in promotional activities and events, if so requested.

(h). The Contractor shall perform, as a minimum, the following with regard to

engagement of the public:

- (1). Organize and sponsor a “kick off” event to promote the City’s recycling cart program as described herein.
- (2). Provide a special flyer for distribution with each recycling cart to be delivered to the participating customers on a quarterly basis.
- (3). Attend and participate in public meetings regarding the recycling program, such as homeowners’ associations, civic organizations, etc., as requested by the City.

SECTION 2. DEFINITIONS AND CONSTRUCTION OF CONTRACT.

(a). For the purpose of this Contract, the following terms, phrases, words, and their derivations shall have the meaning given herein; provided, however, that the definitions set forth in the *City Code* and Section 403.703, *Florida Statutes*, shall also apply and any conflict between this Contract and State law shall result in the provisions of State law prevailing.

(1). AUTOMATED CART: “Automated cart” or “cart” refers to a 64 or 96-gallon durable plastic container with a lid, wheels and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use. The garbage carts shall be “green” in color; recycle carts shall be “green” with a “yellow” lid.

(2). AUTOMATED CART PROGRAM: Refers to the program where the Contractor shall provide fully assembled automated carts for solid waste collection.

(3). BIOMEDICAL WASTE: Any solid or liquid waste which may present a threat of infection to humans including, but not limited to, non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(I). Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

(II). Non-absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

(4). BIOLOGICAL WASTE: Means solid waste that causes or has the

capability of causing disease or infection and includes biomedical waste, animals that have died from disease, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed by persons licensed under Chapter 470, *Florida Statutes*.

(5). COMMERCIAL UNIT: All commercial, non-residential units receiving solid waste collection or recyclable material service at an accessible, centralized location or utilizing a commercial container, or in an amount that is capable of being placed in a 96-gallon cart.

(6). COLLECTION AREA or SERVICE AREA: Those areas within the City where the schedule of rates, charges and fees established by the City under the provisions of the *City Code* are applicable, it being the intent to include in such area, those areas being serviced on the collection routes in existence as of the effective date of this Contract which is all areas within the corporate limits of the City of DeLand. The Contractor's service area will periodically change when areas are annexed into the City.

(7). COLLECTION CATEGORIES: A general, inclusive term that includes for example, the specific terms "single-family residence", "multi-family residence" and "commercial unit".

(8). COMMERCIAL CONTAINER: A receptacle for containing solid waste designed for mechanical pickup and provided by the Contractor for use by the commercial customers within the City.

(9). COMPACTOR: Any mechanical compacting container used to compact commercial or residential waste.

(10). CONSTRUCTION AND DEMOLITION DEBRIS: Non-hazardous material generally considered not to be water soluble, including, but not limited to steel, concrete, glass, brick, asphalt roofing material, pipe, gypsum wall board, 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, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403.707(9)(j) *Florida Statutes*, yard trash, unpainted, non-treated wood scraps from sources other than construction or demolition projects; scraps from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes, scrap shingles, wallboard, siding,

concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

(11). CONSUMER PRICE INDEX (CPI): Consumer Price Index for All Urban Consumers (CPI-U), garbage and trash collection expenditure category, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

(12). CONTAINER: Any approved automated cart, yard trash receptacle, solid waste receptacle, commercial container, compactor, or other receptacle approved by the City for the collection and storage of solid waste and recyclable materials.

(13). CURBSIDE RECYCLING: The collection of recyclable materials from single-family residences, multi-family residences, and commercial units, at curbside or at the designated collection point for recyclable materials. Recyclables may be deposited in 64-gallon carts or 18-gallon bins.

(14). CUSTOMER: Any person owning improved residential real property within collection area/service area, except for persons obtaining exemptions, and all other persons subscribing to solid waste collection service provided by the Contractor under the terms of a collection agreement.

(15). DIRECTOR: The City's Public Works Director who acts under the authority of the City Manager.

(16). ELECTRONICS: Computer equipment including CPU, monitor, TV, keyboard, printer, mouse, power supply, external drive, scanner, printer, fax machine, stereo, radio, VCR, tape backup drive, DVD player, game console, etc.

(17). GARBAGE: All kitchen and table food waste, and animal or vegetable waste that is attendant with or results from the handling of food materials, every refuse accumulation or deposit of animal, fruit or vegetable matter that attends the manufacture, 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 gasses 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.

(18). GARBAGE RECEPTACLE: A galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can,

including wheeled containers, of not greater than 32 gallon or less than 5 gallon capacity which shall be free of jagged or sharp edges and shall be watertight and equipped with 2 handles upon the side or bails by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents from flies, insects, rats and other animals, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Such receptacle may include a waterproof bag of a material and construction that can be safely and securely closed. Such waterproof bag shall be of adequate strength to hold the contents when the bag is lifted and of a type and size acceptable to the Contractor and approved by the City.

(19). HAZARDOUS WASTE: A solid waste identified by the Florida Department of Environmental Regulation as a hazardous waste in Section 403.703(14), *Florida Statutes*, and Rule 62-730, *Florida Administrative Code*. This includes any solid waste which is ignitable, corrosive, reactive, toxic, or infectious, and which poses a substantial or potential hazardous to human health and safety or to the environment when improperly managed.

(20). INDUSTRIAL SOLID WASTES: The waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron or steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment; products of canneries, slaughterhouses or packing plants, condemned food products; agricultural waste products; and other solid waste products generated from industrial processing or manufacturing of a like or similar nature to those enumerated above which because of their volume or nature do not lend themselves to collection and incineration commingled with ordinary garbage and trash or which because of their nature and surrounding circumstances should be for reasons of safety or health disposed of more often than the City collection service schedule provided for in this Contract.

(22). BULK WASTE: Any tangible item such as furniture, appliances, bicycles, (excluding, for the purposes of this Contract; motor vehicles, derelict vessels, and their parts, except up to four (4) tires with or without rims will be picked up one (1) time per calendar year per address) or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, industrial wastes or rubbish.

(23). MULTI-FAMILY RESIDENCE: All apartments, townhouses, mobile homes, mobile home parks and any building or buildings containing more than a single permanent living unit or more than a single trailer and receiving solid waste collection service at an accessible, centralized location or utilizing a commercial container.

(24). RIGHT-OF-WAY: The portion of the street right-of-way paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

(25). PARTICIPATION RATE: The total number of residences that place any recyclable materials at the curb for the Contractor to pick up during a 4-week period divided by the total number of residences having the opportunity to place recyclable materials at the curb. A 4-week period is considered to be a month for the purpose of calculating participation rates.

(26). PERSON: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

(27). RECYCLABLE MATERIAL: Any material which can be recovered from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which, for the purpose of this Contract, include at a minimum the items listed in Exhibit "B".

(28). RECYCLING CONTAINER: A portable plastic container (64-gallon) or bin (18-gallon) approved by the City used for storing and collecting recyclable materials in the home and identifying the recyclable materials at the curb.

(29). RECYCLING PROGRAM: The program designated by the City for meeting the solid waste reduction goals as mandated by the *Solid Waste Management Act of 1988*, Section 403.7032, *Florida Statutes*.

(30). ROLL-OFF CONTAINER: Any container used for the collection and storage of construction and demolition debris that can be picked up and transported on a specially equipped truck to the disposal site.

(31). RUBBISH: Refuse, accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweepings; and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, also any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

(32). SET-OUT RATE: The total number of residences placing recyclable materials at the designated collection point on a given collection day divided by the total number of residences having the opportunity to place recyclable materials at the designated collection point.

(33). SINGLE-FAMILY RESIDENCE: Any building or structure designed or constructed for and capable of use as a residence for 1 family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not included within a mobile home park.

(34). SOLID WASTE: Sludge that is not regulated under the *Federal Clean Water Act* or *Clean Air Act*, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid wastes pursuant to Rule 62-701, *Florida Administrative Code* include the following nuclear source or by-product materials regulated under Chapter 404, *Florida Statutes*, or under the *Federal Atomic Energy Act of 1954*; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; fluids or waste associated with natural gas or crude oil exploration or production. Solid waste does not include scrap, or new or used material, separated at the point of generation and held for purposes of recycling subject to state and local public health and safety laws.

(35). SPECIAL COLLECTION SOLID WASTE: Includes the following types of solid waste for the following types of designated customer categories:

(I). Single-family residences and multi-family residences using automated carts: Any type of solid waste not reasonably capable of being placed in an automated collection cart or any item not reasonably capable of being reduced in size not exceeding 4 feet in length and 24 inches in diameter and 50 pounds in weight. This includes normal household furnishings, appliances and other bulk items.

(II). Commercial units and multi-family residences using commercial containers: Any type of solid waste not reasonably capable of being placed in a commercial container, or any pickup of a commercial container on a frequency in excess of that normally established for the customer or any solid waste placed in garbage receptacles or automated carts at a centralized location not in conformity with the requirements specified above for a single-family residence.

(36). **YARD WASTE:** Any vegetative matter generated from improved real property such as leaves, grass, pine needles, or shrubbery cuttings resulting from the care of lawns or landscape maintenance. This may include tree trimmings or tree removal, if done so by the homeowner, and it must meet the preparation guidelines. This does not include large quantities of sod, dirt and trash from land clearing operations or other materials requiring special handling. Vendors or other contractors who are working on a site are responsible for hauling away and properly disposing all yard waste and land clearing debris generated during the course of their commercial activities.

(37). **YARD WASTE RECEPTACLE:** A galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, which shall be free of jagged or sharp edges and shall be watertight and equipped with 2 handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents, and which shall not have any side structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Yard waste receptacles shall be approved by the Director in coordination with the Contractor. Yard waste receptacles are the responsibility of customers.

(b). When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

(c). The word “shall” is always mandatory and not merely directory.

(d). References to provisions of law or rules or regulations shall refer to the most recently adopted provision that is in force and effect.

(e). This Contract is the result of bona fide arms length negotiations between the parties, and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Contract shall not be construed or interpreted more strictly against either party than against the other party.

(f). Actions by the City shall be generally taken by the City Manager under the powers vested in that position by the *City Charter* unless specifically set forth as powers of another position such as delegated herein to the Director. The City Manager and the Director may delegate their authority to such designees as deemed necessary and appropriate.

SECTION 3. SERVICE AREA AND TERM OF CONTRACT.

(a). The Contractor shall have the sole and exclusive right and duty to collect all solid

waste as provided under the terms and provisions of this Contract within the service area.

(b). Subject to the termination provisions of this Contract, the term of this Contract shall be a 7-year contract with an effective date of October 1, 2022, and an end date of September 30, 2029, with the option to extend the Contract for one (1) additional 3-year term upon mutual agreement of the parties.

(c). The Contractor shall provide roll-off boxes for materials generated in the construction of buildings and structures or the clearing of land and preparation of sites for construction within the collection area as defined in this Contract; provided, however, that this right is not exclusive to the Contractor.

(d). Any other provision of this Contract notwithstanding, the City shall have the right to permit persons to haul solid waste generated only on the applicable property owned or occupied by the person, to State approved solid waste facilities.

SECTION 4. DUTIES OF THE CONTRACTOR; SOLID WASTE.

(a). With the exception of the solid waste defined as special collection solid waste, the Contractor shall pick up and deliver to a City designated solid waste disposal facility all garbage, rubbish and yard waste placed by a customer at the collection point set forth in this Contract, from each single-family residence, individual multi-family residence and individual commercial unit within the subject collection area not less than 1 time per week with collections at least 7 days apart, except for adjustments due to holiday schedules. It is intended that all such solid waste be picked up and delivered to the disposal site each collection day. The Contractor shall make collections with a minimum of noise and disturbance to the customer and shall not collect from residential or commercial collection points prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. (The City may request collections before or after these times if needed).

(b). The Contractor shall be responsible for the purchase and distribution of automated carts as well as the repair of carts that have been damaged. The Contractor shall provide a 96-gallon cart to each residential unit, however, the occupant of the residential unit may request a 64-gallon cart in which case the Contractor shall deliver a 64-gallon cart rather than a 96-gallon cart. Carts will be distributed pursuant to a schedule mutually agreed upon by the City and the Contractor. The Contractor shall maintain, at all times, a sufficient number of carts to ensure that extra or replacement carts can be provided within 5 working days upon notification by the resident or the City. The Contractor shall distribute fully assembled automated carts to new single-family and multi-family residential units added during the term of this Contract. Carts that have been lost or damaged due to customer abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the replacement cost of the cart. Carts that have been lost or damaged by the Contractor's actions shall be repaired or replaced at the Contractor's expense. Customers desiring a smaller or larger cart other than the default size 96-gallon cart can request a cart change during the 60-day period after the initial delivery of the carts. Requests for additional cart change sizes can be made 1 time per year after the 60-day initial delivery period. The second

request for a cart size change will incur a charge as established by resolution of the City Commission adopted pursuant to the *City Code*. Said containers shall become the property of the City upon the expiration of this Contract. All carts that are in the Contractor's inventory at the time this Contract is terminated or expires shall be delivered to the City at a location determined by the City within 30 days of written notification of the delivery location. Customers wishing to have more than 1 container may rent additional carts for a monthly rental fee as established by resolution of the City Commission adopted pursuant to the *City Code*. Customers may also purchase additional carts from the Contractor at a cost established by resolution of the City Commission adopted pursuant to the *City Code* (delivery included) or purchase from a third party a cart compatible with the Contractor's system. Contractor is not responsible for customer-owned carts.

(c). The Contractor shall pick up and deliver to a solid waste disposal facility all garbage and rubbish generated by a customer, from a bulk multi-family residence and a bulk commercial unit and placed in a commercial container located at the designated collection point or in carts placed at a centralized location. The size and type of a commercial container, including compactor boxes, and the frequency of collection for each residence or unit shall be established by the Contractor in consultation with the customer and shall be subject to approval by the City in the event of a dispute; provided, however, that the frequency of collection shall not be less than 1 time per week with collections at least 7 days apart, except for adjustments due to holiday schedules.

(d). The Contractor shall pick up and deliver to the solid waste disposal facility special collection solid waste generated from a single-family residence, individual multi-family residence and bulk multi-family residence of a customer and placed at the applicable collection point within a week of scheduled pick-up when notified by the customer or the Director to the Contractor, excluding Sundays and legal holidays.

(e). The Contractor shall pick up and deliver to the solid waste disposal facility all special collection solid waste generated from an individual commercial unit and a bulk commercial unit placed at the applicable collection point within a week of scheduled pick-up when notified by the customer or the City to the Contractor, excluding Sundays and legal holidays.

(f). Rates for the collection of individual commercial and bulk commercial special collection solid waste shall be negotiated between the customer and the Contractor.

(g). The Contractor shall be prepared to provide all commercial containers required for the collection of solid waste within the service area and shall maintain such containers in a clean and operable condition including an acceptable appearance according to standards maintained from time-to-time by the City. The Contractor shall provide at a minimum, containers of 2, 3, 4, 6 and 8 cubic yards for use as commercial containers.

(h). The Contractor shall provide all containers for City owned properties and pick up

and deliver to a solid waste disposal facility without charge to the City, all solid waste contained in the facilities described in Exhibit "C". The Contractor shall provide all containers and pick up and deliver to a solid waste disposal facility without charge to the City, all solid waste related to sponsored Citywide events as set forth in Exhibit "C".

(i). At no cost to the City, the Contractor shall provide waste collection services to the City facilities specified in Exhibit "C" in the amount, location and frequency designated by the Director. The Contractor shall provide all bins, carts, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no cost.

SECTION 5. DUTIES OF THE CONTRACTOR; RECYCLING.

(a). The Contractor is hereby granted an exclusive franchise by the City to perform curbside recycling collection services for residentially zoned property within the service area.

(b). The Contractor shall develop, with City approval, practical procedures and a collection schedule for the inclusion of all multi-family residences in the recycling program. Further, the Contractor shall assist the City in the implementation of a commercial recycling program, for commercial establishments and businesses.

(c). The commercial recycling program shall not be exclusive to the Contractor. Sections 403.7046 and 403.713, *Florida Statutes*, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open-market" and non-exclusive to the Contractor.

(d). At no cost to the City, the Contractor shall provide recycling services to the City facilities specified in Exhibit "C" in the amount, location and frequency designated by the City. The Contractor shall provide all bins, carts, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no cost.

(e). The provision of roll-off or container service for commercial recycling or residential or commercial renovation/demolition within the service area is not an exclusive service. The Contractor will provide this service on request by a customer.

(f). The Contractor shall pick up all recyclable materials placed at the curb or at the designated collection point from each single-family residence, individual multi-family residence, bulk multi-family residence, individual commercial unit and bulk commercial unit within the service area, not less than 1 time per week and with said collection occurring Monday through Friday.

(g). The Contractor shall pick up all recyclable materials placed at the curb or designated collection point and deliver same to the GEL Recycling facility in Orange City, Florida or such other facility designated by the City, and shall be entitled to any reimbursement

for or costs associated with the recyclable materials. The Contractor is responsible for disposing of all recyclable materials in adherence with Florida and Federal Law.

SECTION 6. DUTIES OF THE CONTRACTOR; YARD WASTE.

(a). The Contractor shall pickup all properly prepared yard waste placed at the curb or at the designated collection point from each single-family residence, individual multiple-family residence and bulk multi-family residence, not less than 1 time per week.

(b). The Contractor shall pick up all properly prepared yard waste placed on those road medians or common areas of subdivisions, apartments, townhouses or other multi-family units prescribed by the Director, in consultation with the Contractor, not less than 1 time per week. The schedule for pick up shall be the same as for other residences in the collection area.

(c). The Contractor shall not be required to furnish collection services on the following specified holidays: Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day. There will be no make-up days. The Contractor shall notify all customers whose normal collection day falls upon such holidays that no collection service will be provided on such day and the date of the next normal collection day at least 10 days and not more than 30 days prior to said holiday. Said notice shall be in the form of an advertisement in a newspaper of general circulation published within the City and posted to City social media.

(d). The Contractor shall send letters to customers within the subject collection area of the applicable schedule of collection at least 14 days prior to an alteration in said schedule. The Director shall be provided a copy of the letter being transmitted.

(e). The Contractor shall, at the City's discretion, provide each customer with a condensed version of the rules and regulations for residential solid waste, yard waste, and other special services within 45 days of commencement of services pursuant to this Contract and for all new services added thereafter. Said condensed version shall outline the obligations of the customer and the Contractor according to the terms of this Contract and shall be approved by the Director before distribution to the customer. The Contractor shall supply the City with hard copies and an electronic condensed version.

(f). The City may occasionally require the Contractor to pick up garbage or debris left in the right-of-way or on City property that is not billable to a private account including, but not limited to, dead animals in streets and right-of-way within the City. Dead animals shall be disposed of within 24-hours, excluding weekends.

(g). The Contractor will not be required to collect materials that are in violation of this Contract.

SECTION 7. THE CONTRACTOR'S STANDARDS OF COLLECTION AND OPERATION – SOLID WASTE.

(a). The City shall verify residential service units prior to initial collection by October 1, 2022. The Contractor shall submit a plan to the Director by October 1, 2022 for the timing of replacement of commercial carts, dumpsters and other equipment that are not labeled GFL and replacement of any residential toters, bins or other collection apparatus, all of which must bear the City's logo, with toters, bins or other apparatus that bears the City's logo.

(b). The Contractor shall provide sufficient equipment to maintain regular schedules of collection for the prompt and efficient performance his duties under this Contract. The Contractor shall provide to the Director, prior to the start of services under this Contract, an inventory showing each type of vehicle (category, capacity, approximate age) used for performing services under this Contract. The Director shall have the authority to inspect the vehicles on such inventory list and reject a given vehicle for health or safety reasons and require a suitable replacement.

(c). The Contractor shall describe in an attachment to the required inventory the service yards or contracts to be used in maintaining vehicles and equipment. The Contractor may change equipment from time to time and shall revise the inventory and the attachments thereto, accordingly; however, in no event shall the number of vehicles be less than the number of vehicles shown on the inventory provided prior to start of services under this Contract. The Contractor shall maintain a vehicular fleet during the performance of services under this Contract at least equal to that described in the inventory.

(d). The City shall have the right to deny the Contractor's vehicles access to certain streets, alleys and public ways in the City where it is in the interest of the general public to do so because of the condition of streets. The Contractor shall not interrupt the regular schedule and quality of service because of street closures. The Contractor shall promptly notify affected customer(s) of any deviation of the normal collection schedule caused by a temporary disruption such as closed roads, police blockade or other event causing service to be missed and made up in an alternate place or day with the Director's approval.

(e). Any and all route and schedule changes are subject to approval by the Director whose decision shall be final. Upon approval of the Director, the Contractor shall notify each affected customer at least 14 days prior to the effective date of the change and the Contractor shall publish a notice in a locally distributed newspaper and cause the notice to be posted in City social media at least 10 days prior to the effective date of such route or schedule change. The cost of the publication shall be borne solely by the Contractor.

(f). The Contractor shall give notice to the Director as to any material changes that might affect the performance of services under this Contract immediately after becoming aware of the same and shall make suitable remedial arrangement when needed.

(g). Equipment shall be maintained by the Contractor in a reasonably clean and safe working condition and be painted uniformly subject to the approval of the Director. Equipment

shall contain the name of the Contractor, and the truck number printed in letters not less than 3 inches high on each side of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles.

(h). The Contractor shall provide sufficient “back up” equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

(i). Each vehicle used for the collection of solid waste shall have a fully enclosed, metal top and shall be water tight to a depth of not less 12 inches and shall contain metal sides, and use pneumatic tires. However, the Director shall have the authority to waive the requirement of a fully enclosed, metal top in the event of an emergency. As an alternative to a fully enclosed metal top for use in yard waste collection, said vehicle may be equipped with a cover which may be a net with mesh not greater than 1 and 1/2 inches, or tarpaulin, and such cover shall be kept in good mechanical order and used to cover the load in traveling, or when parked, if the contents are likely to be scattered if not covered. Loaded vehicles shall not be left standing on the street unnecessarily as determined by the City.

(j). Vehicles shall not be overloaded so as to scatter solid waste, but when solid waste is scattered from a Contractor vehicle for any reason, it shall be the responsibility of the Contractor to immediately pick up such scattered solid waste. Each truck shall be equipped at all times with a shovel and a broom for the collection of spilled refuse.

(k). Vehicles shall be maintained in a clean, safe and sanitary matter. Equipment failure or malfunction of the vehicles causing hydraulic leaks/spills on streets and roads shall result in the imposition of an incident charge.

(l). Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant at such times as established by the Director and all vehicles are to be washed on the outside at least weekly.

(m). Commercial containers furnished by the Contractor to the customer shall be approved by the Director and shall have lettering not less than 1 and ½ inches high indicating the identification of the Contractor and the following words: “Keep Lids Closed”. The Contractor shall close the lids on commercial containers upon removal of solid waste.

(n). Commercial solid waste collection shall be provided in the most efficient manner available (commercial container or automated cart), as determined by the Contractor. The Contractor shall make collections with a minimum of noise and disturbance.

(o). No advertising shall be posted on the containers or cart. The containers shall contain the Contractor’s name and customer service information, such as a phone number.

(p). Rates and charges for commercial containers, roll-offs and compactors are set forth in accordance with the *City Code*.

SECTION 8. THE CONTRACTOR'S STANDARDS OF COLLECTION AND OPERATION – RECYCLING.

(a). The Contractor shall furnish 1 automated 64-gallon or 18-gallon recycling cart/bin at the Contractor's expense to each single-family residence and individual multi-family residence in the service area for the purpose of storing recyclable materials in the home and identifying the recyclable materials at the curb. Said container shall become the property of the City upon termination of this Contract. The size of the container will be a 64-gallon (green with a yellow lid) automated cart or 18-gallon bin (blue). The City's name and City-selected logo shall be placed on the cart/bin along with a list of acceptable recyclables permanently listed on the lid (64-gallon cart only).

(b). The Contractor shall replace lost recycling carts in an amount up to 5% of the households served, and repair or replace all broken recycling carts. Each residence shall not be given more than 1 replacement within a year, excluding carts delivered within the initial 90-day delivery period at the Contractor's expense.

(c). Additional 64-gallon automated carts or 18-gallon bins to be used for recycling may be rented from the Contractor for a monthly rental fee as established by resolution of the City Commission adopted pursuant to the *City Code*.

(d). The Contractor shall remove only recyclable materials placed in the recycling cart or bin at the curb or specially designated collection points from all single-family residences and multi-family residences that receive residential garbage collection services. There shall be no limit to the quantity of recyclable materials or carts that will be picked up from each residence or collection point.

(e). The Contractor shall not in any way break or damage or roughly handle the recycling cart or bin and shall empty the cart and then return it to the curb or designated collection point.

(f). The Contractor shall furnish containers to all bulk multi-family residences serviced by the Contractor prior to the initiation of the recyclable materials collection service as provided herein.

(g). All Contractor vehicles used to collect recyclable materials shall carry a logo to represent the recycling program and differentiate the Contractor's recycling program vehicles from their vehicles used for collecting solid waste. The logos may be magnetic as to maximize the usage of equipment.

(h). The Contractor shall maintain accurate weight records of recyclable materials collected within the service area and such records/reports showing recycling tonnages shall be furnished to the City by the 15th of each month. The Contractor shall test certain areas,

designated by the City, 1 time per year to determine participation rates. The Contractor shall supply this information to the City upon request.

(i). The Contractor shall perform composition audits on the residential recycling stream a minimum of twice per month. The results of those audits will be used to create an average contamination rate that will be adjusted twice per year; in January using the results from the previous July through December audits, and in July using the results from the previous January through June audits. The City may, at its election and option, be present during these audits to oversee methodology and resulting determinations.

(j). The City may periodically perform an independent composition measurement study, conducted by a third party at the expense of the City, of the residential recycling stream and the Contractor shall cooperate with the efforts of the City.

(k). The Contractor is prohibited from landfilling or improperly disposing of any recyclable materials collected for the recycling program except that under extraordinary conditions, as determined by the City, the Contractor may request authorization from the City for permission to do so. Recyclable materials may be mixed with similar materials collected from other recycling areas and may be held until enough volume is accumulated.

SECTION 9. THE CONTRACTOR'S STANDARDS OF COLLECTION AND OPERATION –YARD WASTE.

(a). The Contractor shall only remove yard waste placed at the curb from all residences that receive regular residential solid waste collection service.

(b). There shall be 1 cubic yard to the quantity of yard waste that will be picked up from each residence so long as the yard waste is prepared as follows: All branches, palm fronds and other material shall be cut into lengths not exceeding 4 feet in length, 24-inches in diameter, and 75 pounds in weight and separated from other solid waste.

(c). All grass cuttings, leaves and small clippings and trimmings shall be containerized in containers or clear plastics bags which are acceptable to the Contractor and approved by the Director.

SECTION 10. THE CONTRACTOR'S STANDARDS OF COLLECTION AND OPERATION –GENERAL.

(a). The Contractor's vehicles shall not interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

(b). The Contractor shall make collections with a minimum of noise and disturbance to the occupant of the building and shall not collect from residential collection points prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. No collections shall occur on Sundays or

approved holidays unless in the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the Director.

(c). Garbage receptacles, automated carts, and other containers shall be handled carefully by the Contractor and shall be thoroughly emptied then returned and placed at least 3 feet from the edge of the pavement where possible, standing upright and with covers securely in place. Garbage receptacles and carts shall be thoroughly emptied of all materials and shall not be placed in such a way as to block driveway access or cause an obstruction in the right-of-way to vehicles, bicycles, etc. Any solid waste/yard waste spilled or scattered by the Contractor shall be immediately picked up by the Contractor.

(d). The Contractor shall make commercial collections with a minimum of noise and disturbance and shall not collect prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. Monday through Saturday. No collection shall occur on Sundays or approved holidays unless in the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the Contractor has received prior approval from the Director.

(e). Garbage receptacles and other containers shall be handled carefully by the Contractor and shall be thoroughly emptied then returned and placed at least 3 feet from the edge of the pavement where possible, standing upright and with covers securely in place. Any solid waste spilled or scattered by the Contractor shall be immediately picked up.

(f). The direction and supervision of collection shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to ensure the performance of their obligations and duties as specified under the provisions of this Contract.

(g). The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the services contemplated under this Contract. The Contractor shall have at all times a competent and dependable representative authorized to take orders and to act on its behalf. The Contractor shall ensure that its employees serve the public in a courteous, helpful and impartial manner.

(h). Contractor agents or employees engaged in collection services will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, or crossing property to neighbor's premises unless residents or owners of both such properties have given permission.

(i). The Contractor shall take steps to prevent damage to property, including flowers, shrubs and other plantings. The Contractor shall repair any property damage caused by the Contractor or their personnel within 5 business days of notification by the customer or the City. The Contractor shall not be responsible for cleaning up unsanitary conditions about the solid waste containers caused by carelessness of the customer. Care shall be taken by employees to

prevent damage to containers by unnecessarily rough treatment. The Contractor shall replace any damaged container or cart within 5 business days of notification by the customer or the City. The Contractor shall report to the Director all situations which prevent or hinder the collection of solid waste on any premises.

(j). The Contractor shall establish such routes within the service area as will contribute to maximum efficiency of operation and will file a copy of such routes with the Director. The City may deny the Contractor's vehicles access to certain streets, alleys and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development of the general area. The Contractor may request and the Director may declare certain streets, alleys and public ways closed for the purpose of collection vehicle operation because of dangers, inadequate clearance, poor road conditions and other appropriate reasons. When these closures occur, the Contractor shall supply other types of solid waste collection service acceptable to the Director. Notice shall be given by the Director prior to denial of such requests so as not to unduly interfere with the Contractor's normal operations.

(k). The Contractor shall provide, at the base rate, backdoor solid waste receptacle pickup from single family residences for customers who are medically certified handicapped persons provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The customer shall provide the Contractor with appropriate evidence that they are unable to place their receptacles at the collection point. The type of evidence required shall be determined by the Director.

(l). The Contractor shall immediately pick up any scattered garbage or recyclable materials caused by the Contractor or those of any of its employees.

SECTION 11. COMPLAINTS.

(a). The Contractor shall respond and resolve all reasonable service complaints within 24 hours, regardless of fault, during implementation of bin or cart delivery and/or route changes for a period of 90 days following implementation or change.

(b). The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the City may be informed of the quality of service, the Contractor shall maintain a record of all complaints for inspection by the City whether received in person, by mail, by e-mail or telephone. The Contractor shall furnish a monthly report listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 5:00 pm that day. Complaints received after 12:00 noon shall be serviced before 12:00 noon the following calendar day. For each month in which the number of legitimate complaints reaches 20 or more for any cause the City shall be entitled to claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Director shall be final.

(c). The Contractor shall have its operations facility (office) located within Volusia County and shall operate a staffed local toll-free complaint center which shall be open during the hours of 7:00 a.m. - 8:00 p.m. Monday through Saturday. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the Contractor's personnel during times of residential service routes. Residential service runs from 6:00 a.m. to 6:30 p.m.

(d). The Contractor shall provide a 24-hour "live" telephone service for use by the City in the event of an emergency.

SECTION 12. DUTIES OF CUSTOMERS.

(a). All garbage and rubbish generated from a single-family residence, individual multi-family residence, or individual commercial unit shall be placed by the customer in 1 or more automated carts, garbage receptacles, or other containers which are acceptable to the Contractor and approved by the Director and placed at the applicable collection point on the designated collection day. All yard waste shall be stacked in a uniform direction at the applicable collection point and shall include only items in size not exceeding 4 feet in length and 24 inches in diameter and 75 pounds in weight or placed in a clear plastic bag. Any special collection solid waste shall be placed at the collection point on the collection day for special collection solid waste.

(b). All solid waste generated from a bulk commercial unit or a bulk multi-family residence, other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day.

(c). The customer shall place all solid waste at the following collection points for the specified categories of property:

(1). Single-family residence: At a point within the right-of-way abutting such residence no farther than 5 feet from the curb line or paving line, or, in the case no parkway exists which abuts the customer's property, at a point no greater than 5 feet from curb line or paving line of the nearest public street, or, in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.

(2). Individual commercial unit and individual multi-family residence: At those points designated by the Contractor in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer.

(3). Bulk multi-family residence and bulk commercial unit: At a point designated by the Contractor in consultation with the customer, which will

maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer. In the event of a dispute between the Contractor and a customer regarding the location of the collection point, the Contractor's decision shall be subject to approval by the Director.

(d). Each customer is responsible for proper care and cleaning of any automated cart, recycling cart or garbage receptacle provided to the customer. The maintenance and cleaning of commercial dumpsters are the responsibility of the Contractor.

(e). Each customer shall drain off all liquids from recyclable materials prior to deposit in the recycling cart. Recyclable glass food and beverage containers should be rinsed prior to placement in the recycling cart. Caps should be removed from all recyclable glass containers and disposed of with the regular household trash. Newspapers shall be free of food or other contaminants when placed in a recycling cart.

(f). All recyclable materials generated from a single-family residence, individual multi-family residence, or individual commercial unit shall be placed by the customer in the recyclable cart provided by the Contractor. On the designated collection day, said recyclable cart shall be placed at the curb or the designated collection point, but shall be kept separate and apart from regular solid waste.

(g). All recyclable materials generated from a bulk commercial unit, or a bulk multi-family residence, shall be placed by the customer at the designated collection point.

(h). Recyclable materials placed in a recyclable cart by a single-family, individual multi-family, or individual commercial unit, shall not exceed 200 pounds.

SECTION 13. HAZARDOUS WASTE.

(a). Customers shall not dispose of hazardous or infectious waste, nor shall any customer place or deposit hazardous or infectious waste at any solid waste collection point.

(b). The Contractor shall not dispose of hazardous or infectious waste. The Contractor shall refuse to collect solid waste from a customer if the Contractor believes that such solid waste contains hazardous or infectious waste. If the Contractor believes that a customer is depositing hazardous waste for collection, the Contractor shall immediately notify the Director.

(c). The Contractor shall not be required to transport biomedical waste, infectious waste, hazardous waste or biological waste but may offer such service in the service area. All such collection and disposal of those types of waste shall be accomplished in strict compliance with all Federal, State and local laws and regulations.

(d). The Director shall have the authority to inspect the waste being deposited by a

customer at any time to determine whether such waste contains hazardous waste and, to take whatever action deemed necessary to ensure that the customer ceases the placement of hazardous waste into City collection containers. Such an inspection shall be required upon receipt of notice from the Contractor pursuant to as set forth in this Contract.

SECTION 14. COMPENSATION TO THE CONTRACTOR; ESTABLISHMENT OF RATES.

(a). For the curbside collection of solid waste and yard waste from all improved residential real property within the service area, and all collection of solid waste from commercial customers within the service area, the Contractor shall be compensated in accordance with collections made under the schedule of rates, charges and fees set forth in the Exhibit "D" attached to this Contract, as may be adjusted in accordance with this Contract, less thirteen percent (13%) of said amounts, as and for payment of the City's franchise fees (10%) and billing charges (3%). Said payments shall be the only payments that the Contractor shall be entitled to from the City; provided, however, that the Contractor may collect from any multi-family or commercial customer an additional sum for pick-up in excess of once per week, with said sum to be negotiated between the Contractor and the customer.

(b). The Director shall resolve any dispute between a customer and the Contractor as to the rate, fee or charge for such collection services based upon consideration of the factors specified above and such determination may be appealed to the City Manager within 5 business days of the date of the decision. The decision of the City Manager may be appealed to the City Commission within 5 business days of the date of the decision. The decision of the City Commission shall be final.

(c). The charge for the pickup of special collection solid waste generated by a bulk commercial unit and an individual commercial unit shall be negotiated between the Contractor and the customer and billed by the Contractor.

(d). It is mutually understood between the parties that each customer shall have the right to purchase the customer's own commercial container rather than rent same from the Contractor.

(e). Where applicable, the Contractor shall bill each customer for collection services based on the rate, charge or fee for each customer as established under this Section. In the event of a dispute between the Contractor and customer as to a rate, fee or charge, or as to a charge for additional or special collection pickup, the Director shall evaluate and resolve the dispute.

(f). After the completion of the first year of this Contract, and on each October 1st thereafter, the rate of compensation payable to the Contractor by the City and the monthly rates and charges the Contractor may charge for providing collection services as set forth in accordance with the *City Code* shall be adjusted annually to reflect changes in the CPI. The foregoing rates shall be adjusted to reflect the increase or decrease in the CPI for the immediately

preceding 12-month period of April to April, and any increase or decrease shall be capped at 3% per year. Any extension of the term of this Contract will be capped at 3% per year. The Contractor shall provide the City in writing, no later than May 20 of each year, a notice of the price increase based on the change in CPI as provided in this Section. If the Contractor does not provide the City with notification of a price increase based upon the change in CPI by said date, the City will determine whether an adjustment shall be made to the rates. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual agreement of the City and the Contractor. In the unlikely event that there is a decrease in the CPI, the City shall notify the Contractor of any resulting reduction in prices by May 20 of the then applicable year. In the event that CPI increases in excess of six percent (6%) in any given year, the Contractor shall be entitled to request a price adjustment in excess of the 3% cap, and the City shall make a determination upon such request in its sole discretion.

(g). On the first day of each month the total monthly payment to the Contractor by the City shall be adjusted to correspond with the increase or decrease in the number of residential units in the service area. The adjustment shall be for premises newly occupied or vacated during the month preceding the adjustment. For example, any adjustment made on June 1 will be for residences newly occupied or vacated in May.

(h). The Contractor shall, if requested by the customer, furnish a roll-off container or a compactable container; provided, however, such request shall not be granted if the type of solid waste generated requires a greater frequency of pickup than reasonably contemplated by the use of said containers. In the event any waste hauler holding a franchise from the City is, as of the effective date of this Contract, furnishing a roll-off container or compactable container to a commercial customer within the service area of the Contractor, such other franchisee may continue to furnish such specialized collection services to such commercial customer despite the language contained in this Section to the contrary. The rate and rental for such roll-off container and the rental for such compactable container shall be negotiated between the Contractor and the customer and billed by the Contractor. In the event of a dispute between the Contractor and the customer as to such rate or rental, the Director shall evaluate and resolve the dispute.

(i). Prior to establishing service with a commercial customer or a customer being billed by the Contractor pursuant to this Section, the Contractor may collect a deposit. However, such deposit shall not exceed the normal charge for 3 month's service to the customer. In addition, any such deposit shall be returned to the customer after 12 months continuous service with no delinquent payments. Any such customer may pay in advance for the collection services provided pursuant to this Contract. However, the Contractor shall not require a customer to pay for such collection services more than 1 time per month, in advance.

(j). The Contractor shall not, under any circumstances, impose a delinquency fee for failure of a customer to make the required payments. However, the Contractor may impose, in addition to the amount owed to the Contractor, a re-connect fee not to exceed the greater of \$25.00, or the normal charge for 1 month's service for a commercial customer, when a commercial customer whose service has been terminated for non-payment wishes to be served

by the Contractor again. No customer's service may be terminated for non-payment unless such customer's account is at least 70 days delinquent.

SECTION 15. HURRICANES OR OTHER DISASTERS.

(a). In the case of a severe weather or disaster event, the City may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such severe weather or disaster event, the Contractor shall advise the City of the estimated time required before regular schedules and routes can be resumed. In conjunction with the City, the Contractor shall inform all customers of service disruption. Notification by the Contractor shall be in the form of an advertisement in a newspaper of general circulation published within the City and posted to City social media.

(b). In the event excessive amounts of debris or refuse have accumulated by reason of any natural disaster which includes the Contractor's service area or should the Director decide that a severe disturbance, riot or other calamity has produced enough excess debris to need special cleanup, the Contractor shall be available within 96 hours from the time they are notified by the Director to remove and transport the excess debris or refuse within the collection area at the rate to be established between the City and the Contractor. Should the City wish to utilize the Contractor to perform such services, the Director shall direct the Contractor to perform such services at the specified rate. However, nothing herein shall require the City to utilize the services of the Contractor or to prevent the City from contracting with other parties to perform all or a portion of such services.

SECTION 16. DISPUTES; DEFAULT OF THE CONTRACTOR; TRANSFER OF SERVICES TO SURETY AND CITY'S USE OF THE CONTRACTOR'S PROPERTY; BREACH OF CONTRACT; NO WAIVER.

(a). It is recognized by the City and the Contractor that disputes may arise between the City and the Contractor with regard to the collection of certain items due to disputes over the specific language of this Contract. In such event, the Director shall inspect the subject area at the request of the Contractor. The Director may from time to time notify the Contractor of the location and nature of solid waste which has not been collected due to dispute between the City and the Contractor; and it shall be the duty of the Contractor to remove all such solid waste within a week of scheduled service. Should the Contractor fail to remove said solid waste when obligated to do so pursuant to this Contract, the City will remove the solid waste and the costs incurred by the City shall be assessed against the Contractor. In the event the Contractor disagrees with the decision of the Director the Contractor shall have the right to appeal such decision by filing an appeal to the City Manager within 5 business days of the date of the decision. The decision of the City Manager may be appealed to the City Commission within 5 business days of the date of the decision. The decision of the City Commission shall be final.

(b). To prevent all disputes or litigation insofar as reasonably practicable, it is understood that all questions rising as to the proper performance and the amount of work to be

paid for under this Contract shall be subject to the decision of the Director subject to the right of the Contractor to appeal as set forth herein to prevent misunderstanding and litigation, the City Manager shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Contract provisions, and the acceptable fulfillment of this Contract on the part of the Contractor; and the City Manager will determine whether or not the amount, quantity, character and quality of the services performed is satisfactory, which determination shall be final, conclusive and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract, and such findings and conclusions shall be final and binding on both parties.

(c). During any dispute which arises with the Contractor in any way relating to this Contract, performance, or compensation hereunder, the Contractor shall continue to render full compliance (and not seek injunctive relief) with all terms and conditions of this Contract regardless of the nature of the dispute, unless the City Manager specifically notifies the Contractor.

(d). The Contractor may be held in default of the Contract in the event the Contractor:

- (1). Fails to perform the collections required by the Contract and appears, to the Director, to have abandoned the services, or to be unable to resume performance within 48 hours; or
- (2). Has failed on 2 or more occasions of 2 working days duration in any year, to perform the collections required by the Contract; or
- (3). Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to so comply.

(d). To initiate proceedings under this Section, the City Manager shall first request the City Commission to declare the Contractor in default. Within 3 working days after its receipt of such a request, the City shall give notice to the Contractor and its surety of the location, time and date within the following 7 calendar days of a public hearing at which the Contractor may show cause, why it should not be declared in default. In the event the Contractor fails to show, to the satisfaction of the City, cause why the Contractor should not be declared to be in default, the City Commission shall make such declaration.

(e). In declaring the Contractor to have defaulted on this Contract, the City may also order the Contractor to discontinue further performance of services under this Contract and transfer the obligation to perform such services from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

(f). Upon receipt of a notice that the services have been transferred to the surety with

termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Director pursuant to the provisions of this Contract, for the purpose of completing the services under this Contract; employ, by contract or otherwise, any person and all persons needed to perform the services; and provide materials and equipment required therefor. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all services performed under this Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance and the Contractor shall have no claim upon the same.

(g). In the event the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after its receipt of notice that the services have been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the Director pursuant to the provision of this Contract, for collection purposes for a period of up to 6 months following the date of the declaration of default by the City Commission without requiring the City to execute any other document whatsoever to accomplish such lease, sub-lease or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is not greater than the monthly lease, in the event such property is leased by the Contractor; the periodic installment in the event such property is being acquired under a purchase contract; or the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default or other extraordinary payment; nor shall the satisfaction thereof be a condition to the City's interim use of such property; provided further that such lease, sublease or license shall be suspended on the date the surety on the Contractor's bond or its agent accepts the transfer of services under this Contract.

(h). In the event the City secures the performance of services under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

(i). All payments due the Contractor at the time of default, less amounts due the City from the Contractor; shall be applied by the City against damages suffered and expense incurred by the City by reason of such default; any excess shall be paid to the Contractor except as provided in the Contract.

(j). Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from changes ordered in the services, from labor disputes, or, from other causes beyond the Contractor's control, shall not be deemed

to be a default and the rights and remedies of the City provided for herein shall be applicable.

(k). No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Contract nor affect the right of the City to enforce same. The payment or acceptance of compensation for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

SECTION 17. LIQUIDATED DAMAGES.

(a). The following acts or omissions shall be considered a breach of this Contract and for the purpose of computing damages and not imposing a penalty, it is provident for the parties to agree to liquidated damage it being understood and recognized by the parties that calculating damages in such instances is impracticable and would waste administrative and judicial resources to attain precision.

(b). Based upon the foregoing, the City may deduct from payments due or to become due to the Contractor, the following amounts as liquidated damages:

(1). Collection of residential solid waste prior to 6:00 a.m. or after 6:30 p.m.: \$300.00 each case.

(2). Collection of commercial solid waste prior to 6:00 a.m.: \$300.00 each case.

(3). Over 20 legitimate complaints in a month: \$50.00 each additional legitimate complaint.

(4). Failure to clean vehicles and maintain in good working condition: \$50.00 each vehicle per occurrence.

(5). Failure to keep vehicles closed or covered: \$50.00 per occurrence.

(6). Loaded vehicles left standing on the street unnecessarily: \$50.00 per occurrence.

(7). Failure to pick up "special collection solid waste" within a week of scheduled pick-up: \$50.00 each case.

(8). Failure to maintain schedule established and given as a requirement of this Contract in writing to the public and the City: \$50.00 per violation of route schedule.

(9). Failure to respond to complaints as required by this Contract: \$50.00 each case.

(10). Failure to pick up scattered debris: \$50.00 each case.

(11). Failure to leave cans upright with covers securely in place: \$50.00 each case.

(12). Failure to pick up properly prepared yard waste: \$50.00 each case.

(13). Failure to notify the City of route or material change: \$100.00 each case.

(14). Late annual financial statement: \$100.00 each day.

(15). Failure to have backup equipment: \$50.00 each case.

(16). Improper disposal of recyclables: \$200.00 each load.

(17). Failure to replace damaged container: \$100.00 each case.

(18). Failure to repair customer damage: \$200.00 each case.

(19). Failure to provide recycling data: \$250.00 each day.

(20). Hydraulic spills/leaks on roads: \$500.00 each case.

(21). Failure to provide requested/required information per the Contract: \$500.00 each case.

SECTION 18. INSURANCE AND INDEMNIFICATION.

(a). The Contractor shall furnish to the City evidence of insurance coverage equal to the insurance coverages identified in the certificate of insurance submitted by the Contractor in response to the RFP or the RFP itself, whichever is higher, all of which are attached hereto as Exhibit "A". Failure of the Contractor to maintain said insurance at any time during the term of this Contract by the Contractor shall be construed to be a material breach of this Contract by the Contractor.

(b). The Contractor shall indemnify and save harmless the City from any and all liability, claims, damages, losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of its duties provided for under this

Contract. The Contractor, further shall, at his own expense, defend any and all actions, suits or proceeding which may be brought against the City in connection with the performance of his duties under this Contract and to satisfy, pay and discharge any and all judgment that may be entered against the City in any such action or proceedings.

(c). A certificate of insurance indicating that the Contractor has coverage in accordance with the requirements of this Contract, shall be furnished by the Contractor to the Director within 10 days from the date of the execution of this Contract. The Director shall forward all such certificates of insurance to the City's risk manager for review while maintaining copies of certificates of insurance for coverage currently in force along with this Contract. A copy of said policy of insurance shall be filed with the City Clerk on or before the effective date of this Contract with a copy to the City's risk manager, with renewal certificates submitted to the City Clerk and risk manager annually or more often as deemed necessary by the City.

(d). The Contractor shall be liable for all damages or injury to persons or property caused by its actions, errors, omissions, neglect or mismanagement, or by the actions of any of its officers, agents and employees while engaged in the operations herein authorized, and for any actions or proceedings brought as a result of the award of the franchise or Contract to the Contractor, to specifically include, but not be limited to, anti-trust actions or proceedings. Should the City be sued therefore, the Contractor shall be notified of such suit and, thereupon, the Contractor shall have the duty to defend the suit. Should judgment be awarded against the City in any such case, the Contractor shall forthwith pay the same and relieve the City of any obligations relating thereto. The Contractor shall indemnify and save harmless the City, its agents, officers and employees from any and all judgments recovered by anyone for personal injury, death or property damage, or any other theory of liability sustained by reason of any of the Contractor's activities permitted by this franchise or for any actions of proceedings brought as a result of the award of this franchise to Contractor to specifically include, but not limited to, Anti-trust actions or proceedings. The Contractor shall pay all expenses including, but not limited to, defense and legal costs and attorney's fees, in defending against any such claim made against the City or any of the City's agents, officers or employees.

(e). Nothing set forth in this Contract shall be deemed or construed as a waiver of sovereign immunity by the City and the City shall have all rights and protections provided under Section 768.28, *Florida Statutes*, and other applicable law.

(f). The Contractor shall include all subcontractors, whether approved by the City or not, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

(g). In the event the Contractor is comprised of more than a single individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable under this Contract.

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

SECTION 19. PERFORMANCE BOND.

(a). The Contractor shall provide a Contractor's performance and payment bond for 100% of this Contract value with a surety company acceptable to the City as surety (the surety shall be a company authorized to conduct business in Florida with a minimum AM Best rating of A+ or higher), which bond shall be conditioned that such Contractor shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics and sub-Contractors and material men, and all persons who shall supply such Contractor or subcontractors with provisions and supplies for the performance of this Contract; and shall perform work or services, or furnish material to any subcontractor, shall have the same right under the provisions of such bond as if such works, services or material was furnished to the original Contractor.

(b). The bond shall be in a form approved by the City Attorney and shall contain appropriate recitations which shall include, at a minimum:

- (1). That it is issued pursuant to this Contract.
- (2). That it shall be construed to meet all the requirements specified herein and to give all of the rights specified in this Contract.
- (3). That any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

SECTION 20. CONTRACTOR'S RELATION TO THE CITY.

(a). It is expressly agreed and understood that the Contractor is in all respects an independent Contractor as to the services notwithstanding in certain respects the Contractor is bound to follow the direction of designated City Officials and the Contractor is in no respect an agent, servant or employee of the City. This Contract specifies the services to be done by the Contractor, but the equipment and methods to be employed to accomplish the services shall be the responsibility of the Contractor, unless otherwise provided in this Contract.

(b). The Contractor's performance of this Contract shall be supervised by the Director. If at any time during the term of this Contract, performance satisfactory to the Director shall not have been made, the Contractor, upon notification by the Director, shall increase the force, tools and equipment as needed to perform this Contract properly. If, within 24 hours of the City's notification, the Contractor shall fail to take measures to increase the force, tools and equipment as needed to perform this Contract, the City may elect to temporarily hire equipment and

manpower in order to restore the level of service to an acceptable level. The City may claim reimbursement of all costs incurred hereunder from the Contractor's surety and as otherwise available under law. The failure of the Director to give such notification shall not relieve the Contractor of its obligation to perform the services at the time and in the manner specified by this Contract.

SECTION 21. DETERMINATION OF NON-COMPLIANCE.

(a). To prevent misunderstanding and litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Contract provisions and the acceptable fulfillment of this Contract on the part of the Contractor; and the Director will determine whether or not the amount, quantity, character and quality of the services performed is satisfactory, which determination shall be subject to appeal as set forth herein.

(b). The Director shall make such written explanation as may be necessary to complete, explain or make definite the provisions of this Contract.

(c). Any appeal shall be in writing and set forth the detailed basis and rationale of the matter under appeal.

SECTION 22. INSPECTION OF SERVICES.

The Contractor shall furnish to the Director every reasonable opportunity for ascertaining whether or not the services as performed is in accordance with the requirements of this Contract. The Director may appoint qualified City personnel to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit authorized representatives of the City to make such inspections at any reasonable time and place. The Contractor shall designate, in writing, the person to serve as its agent and liaison between its organization and the City.

SECTION 23. CERTIFIED AUDIT.

(a). On or prior to June 30 of each year, Contractor at its own expense shall provide the City with a certified audit performed by an independent Certified Public Accountant. Such audit shall be performed in accordance with generally accepted auditing standards, and shall cover the annual period of the Contractor's most recent fiscal year. The audit report shall identify and separate that portion of Contractor's business performed in the City. Such audit shall also include, but shall not be limited to, a statement of financial condition, a statement of gross receipts of the Contractor for services rendered under this Contract, the average number of customers, and a statement of expenditures indicating where and how such expenditures were incurred.

(b). The City and the Contractor understand and agree that, in addition to the general

statement that time is of the essence as to the performance of this Contract, that time is of the essence regarding the receipt of the certified audits. Therefore, if the Contractor fails to provide the City with said certified audit on or prior to the date prescribed herein, the Contractor shall pay the City the sum of \$1,000.00 per day for each day the audit is received after June 30th not as a penalty, but as a liquidated damage it being understood and recognized by the parties that calculating damages in such instances is impracticable and would waste administrative and judicial resources to attain precision. Provided, however, that the City may, upon request by the Contractor not later than June 15th of a given year, grant the Contractor an extension not to exceed 30 days for good cause shown.

(c). If the City has not received the certified audit within the prescribed time, the Director shall notify the Contractor in writing. If the certified audit is not received within 30 days of the date such notice is mailed, the City may conduct its own audit in accordance with this Contract. In such event, in addition to the late fee set out above, the Contractor shall reimburse the City for all costs it incurs in auditing the Contractor and collecting the sums it is entitled to hereunder, including court costs and a reasonable attorney's fee.

(d). The Contractor shall make available to the City the work papers of the auditor in connection with the certified audit required by this Section. The Contractor shall not contract for audit services with an auditor that will not make said work papers available to the City.

(e). The Contractor shall maintain books, records, documents, time and costs accounts and other evidence related to its performance of services under this Contract. The City, or any of its duly authorized representatives, shall have access within 24 hours notice to such books, records, documents, and other evidence for inspection, audit and copying. Copying of the Contractor's books, records, documents, time records and cost accounts and other evidence shall be at the Contractor's expense. The Contractor shall maintain and allow access to the records required under this Section for a period of 5 years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract. The City may perform, or cause to have performed, an audit of the records of Contractor before or after payments to support payments. This audit shall be performed at a time mutually agreeable to Contractor and the City subsequent to the close of a Contract year. In the event of any audit or inspection conducted reveals any overpayment by the City under the terms of this Contract, the Contractor shall refund such overpayment to the City within 30 days of notice by the City of the request for the refund, and the City shall pay for the cost of the audit.

SECTION 24. ELECTRONIC COMPATIBILITY.

(a). The Contractor shall provide data about each user of their service as required from time to time by the City in a format and on a media to be defined by the City. The City shall provide the Contractor with a written request for data and the media required and shall specify the date the information is required.

(b). The exact data and format of the data requested may change from time to time.

The Contractor shall provide the required data within 30 days of being given written notice by the City of a required change. If the change involves new media that the Contractor does not possess, the City shall determine the time in which the Contractor shall provide the required data.

(c). The City may, upon written request by the Contractor, grant the Contractor an extension, not to exceed 30 additional days, beyond the original specified date to deliver the data. However, such request shall be made not later than 30 days prior to the original specified due date.

SECTION 25. MISCELLANEOUS CONTRACTUAL PROVISIONS.

(a). The Contractor shall pay all Federal, State and local taxes and fees including, but not limited to sales tax, social security, workers' compensation, unemployment insurance, the local business tax and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.

(b). The Contractor shall comply with all laws, ordinances, rules and regulations now existing or established or hereinafter established at any time during the term of this Contract by the City, State of Florida, and Federal Government.

(c). The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, *Florida Statutes*, the City may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract. Further, the Contractor represents that it is familiar with the requirements and prohibitions of the Public Entity Crime Act, Section 287.133, *Florida Statutes*, and represents that its entry into this Contract will not violate that Act. In addition to the foregoing, the Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, *Florida Statutes*, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether the Contractor has been placed on the convicted vendor list. Notwithstanding any provision in this Contract to the contrary, if any representation stated in this paragraph is false, City shall have the right to immediately terminate this Contract and recover all sums paid to the Contractor under this Contract. If this Contract is for more than \$1,000,000, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, *Florida Statutes*. Pursuant to Section 287.135, *Florida Statutes*, the City may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran

Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

(d). The Contractor shall observe the above requirements for applicable subcontracts entered into for the performance of services under this Contract.

(e). As provided in Subsection 287.135(8), *Florida Statutes*, if Federal law ceases to authorize the contracting prohibitions in this Section 25 then such prohibitions shall become inoperative.

(f). The Contractor shall perform the duties under the terms and provisions of this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. No part of this Contract shall in any way be construed or interpreted to constitute the Contractor or any of his agents or employees as the agent, employee or representative of the City.

(g). No assignment or subletting of all or any portion of the services under this Contract shall be permitted except with written approval of the City. The Contractor alone, subject to the provisions of his performance bond, shall be held responsible for the full and faithful performance of this Contract.

(h). No modification or amendment of the terms hereof shall be effective unless written and signed by the parties hereto.

(i). The provisions, covenants and conditions to this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

(j). Should any terms, provision, condition or other portion of this Contract or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of the Contract or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

(k). The terms and conditions of this Contract supersede the terms, obligations and conditions of any existing or prior contract or understanding, written or oral, between the parties regarding the services to be performed, compensation to be paid, and all other matters contained.

(l). Except in those circumstances as otherwise expressly provided for herein, in the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

(m). This Contract shall be deemed to have been executed and entered into the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

(n). Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a State Court in the County of Volusia, Florida.

(o). The City will not intentionally award publicly-funded contracts to any vendor or contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in Title 8, *United States Code*, Section 1324 (e) Section 274(e) of the *Immigration and Nationality Act*. The City shall consider a vendor's or contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

(p). A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work or services as a vendor, contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two procurements for a period of 36 months from date of being placed on convicted vendor list.

(q). The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

(r). All notices required or contemplated by this Contract shall be personally served or mailed, posted prepaid, and return receipt requested, addressed to the parties as follows:

For the City:

Michael P. Pleus, ICMA-CM
City Manager
City of DeLand
City Hall
120 South Florida Avenue
DeLand, Florida 32720

For the Contractor:

Todd Strong
Regional Vice President
GFL Solid Waste Southeast, LLC
1378 South Volusia Avenue
Suite A
Orange City, Florida 32763

(s). (1). The Contractor shall:

(I) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract.

(II). Expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

(III). Maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided herein, and to make such records available to the City consistent with the terms of the Contractor's enrollment in the program. This includes, at a minimum, maintaining a copy of proof of the Contractor's and each subcontractors' enrollment in the E-Verify Program.

(2). Compliance with the terms of this Section is made an express condition of this Contract and the City may treat a failure to comply as a material breach of this Contract.

(3). Should the Contractor register with and participate in the E-Verify program, it may not be barred or penalized under this Section if, as a result of receiving inaccurate verification information from the E-Verify program, the Contractor hires or employs a person who is not eligible for employment.

(4). Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

(5). The Contractor shall abide with all applicable Federal, State, County and local laws and regulations. The Contractor and its surety shall indemnify, save harmless and defend the City, all its officers, representatives, agents and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order of decree, whether by the Contractor, its officers, employees, agents or its subcontractors.

(t). Pursuant to Florida law (including specifically, but not limited to, Section

119.0701, *Florida Statutes*), the Contractor shall comply with all applicable public records law. Specifically, the Contractor shall:

- (1). Keep and maintain public records required by City to perform the services contracted for in this Contract.
- (2). Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied, at the City's sole option, within a reasonable time at no cost to the City.
- (3). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (4). Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the services contracted for in this Contract, at the City's sole option. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
- (5). All public records stored electronically by the Contractor pertaining to the Services contracted for in this Contract shall be provided to the City, upon request from the City in a format that is compatible with the information technology systems of the City.

In the event the Contractor receives a public records request related to this Contract and the Services provided hereunder, the Contractor shall promptly forward the same to the City for the City's records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-626-7130, JULIE A. HENNESSY, MMC, CITY CLERK, CITY OF DELAND, CITY HALL, 120 SOUTH

**FLORIDA AVENUE, DELAND, FLORIDA 32720,
HENNESSY@DELAND.ORG.**

(u). The Contractor shall not discriminate against any employee or applicant for employment for Services under this Contract because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship.

(v). Each party hereto represents to the other that it has undertaken all necessary actions to execute this Contract, and that it has the legal authority to enter into this Contract and to undertake all obligations imposed on it.

(w). Time is of the essence of the lawful performance of the duties and obligations contained in this Contract. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Contract.

(x). The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their respective obligations pursuant to this Contract or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(y). Amendments to this Contract may only be made with the mutual consent of the parties and in accordance with the *City Charter* and other applicable laws and ordinances. No amendments and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

(z). This Contract constitutes the complete and entire Contract between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, whether oral or written, between the parties relating thereto, all of which have been integrated herein. The exhibits to this Contract are as follows and are incorporated into this Contract as if fully set forth herein verbatim:

- (1). Exhibit "A": The RFP Form and all RFP exhibits.
- (2). Exhibit "B": Listing of recyclable materials.
- (3). Exhibit "C": List of City facilities and events.
- (4). Exhibit "D": List of all collection charges.

(aa). This Contract may be executed in any number of counterparts, each of which shall

be deemed an original, but all of which, taken together, shall constitute the same document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract: the City of DeLand, through its City Commission, signing by and through its Mayor, authorized to execute same by City Commission action on the ___ day of September, 2022, and the Contractor, signing by and through the undersigned who are duly authorized to execute same.

SIGNATURE BLOCKS FOLLOW:

CITY OF DELAND

Robert F. Apgar
Mayor – Commissioner
Date: _____

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

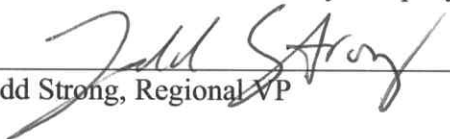
Darren J. Elkind
City Attorney

WITNESS:



Printed Name: Michael Canemille

**GFL SOLID WASTE SOUTHEAST
LLC, a Delaware limited liability company.**

By 

Todd Strong, Regional VP



Printed Name: Kari Nie

EXHIBIT A



Response to:

City of Deland, FL

Re: RFP-22-03

Solid Waste and Recycling Collection Services

Proposal Submitted by:

GFL Solid Waste Southeast, LLC

Due: Thursday, June 2nd, 2022 @ 2:00 pm



TAB 1

June 1st, 2022

Mr. Corey McMillen
Purchasing Coordinator
120 S. Florida Avenue
Deland, FL 32720

RE: RFP – Solid Waste and Recycling Collection Services

Dear Mr. McMillen,

GFL Solid Waste Southeast, LLC is a GFL Environmental Company, and is pleased to submit this submittal in response to “RFP-22-03” for “Solid Waste and Recycling Collection Services”. GFL further states that it is familiar with and agrees and accepts the project scope, conditions, specifications, and terms, for the items requested in this proposal invitation. GFL also acknowledges the agreement along with the specific requirements within the RFP and submits that there are no exceptions within our bid submittal. Furthermore, the names and contact information for the individuals who will be authorized and responsible for managing the City of Deland’s Solid Waste Contract is located in Tab 3, Qualifications and Experience.

GFL appreciates and looks forward to the opportunity to continue servicing the City of Deland’s Residents and Commercial Businesses. After careful review, you will see that there are multiple benefits to the City by continuing to have GFL as its premier residential and commercial solid waste provider. GFL’s Hauling Facility is conveniently located just minutes from the City of Deland. 1378 S. Volusia Ave. Orange City, FL 32736.

GFL is clean and green in your community

GFL believes in the utilization of Compressed Natural Gas (CNG) Collection Vehicles. Over the past ten years, we have converted most of our fleet to CNG. Within our Central Florida hauling operations alone, we now have three Hauling Districts with CNG fill technology. **Should the City elect to have GFL continue being their service provider, GFL will continue utilizing CNG Collection Vehicles to collect residential and commercial solid waste throughout the City!**

GFL cares about their customers

GFL takes pride in the excellent Customer Service we provide to our customers. As you check our references, you will see that GFL strives to provide the very best in class customer service for all businesses and government contracts in which we serve. GFL will continue to bring this same approach and dedication to the City of Deland and the customers in which we will continue to serve.

I appreciate your consideration for having GFL Solid Waste Southeast as your continued service provider and if I can be of any further assistance, please feel free to contact me at your convenience.

Sincerely,



Todd Strong
todd.strong@gflenv.com
Regional Vice President
GFL Solid Waste Southeast, LLC
904-424-5146

1-800-535-9533
WWW.GFLENV.COM

ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, as Assistant Secretary of GFL Solid Waste Southeast LLC (the "Company"), hereby certifies that Todd Strong, as Regional Vice President, is authorized to execute documentation on behalf of the Company in connection with the municipal bid and submissions, proposals, offers and contracts for the City of Deland, Florida.

This the 6th day of May, 2022.

GFL SOLID WASTE SOUTHEAST LLC

By: 
Melissa Bachhuber, Assistant Secretary

State of Florida

Department of State

I certify from the records of this office that GFL SOLID WASTE SOUTHEAST LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on August 17, 2020.

The document number of this limited liability company is M20000007264.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on April 22, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of January, 2022*



Randy Lee
Secretary of State

Tracking Number: 9185989437CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2021 / 2022

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085



Account #: 200809020016 Expires: September 30, 2022
Business Location: 1367 S VOLUSIA AV STE,A
Business Name: WCA OF FLORIDA, LLC
Owner Name: WCA OF FLORIDA, LLC
Mailing Address 5002 SW 41ST BLVD
GAINESVILLE, FL 32508

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	100	\$150.00
Hazardous Waste Fee		HW	1	\$41.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Treasury and Billing for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Treasury and Billing - 125 W New York Ave, Room 120, Deland, FL 32720 - (386) 943-7085

DATE PAID: 08/18/2021
RECEIPT #: 446723
TOTAL TAX: \$191.00
PENALTY: \$0.00
TOTAL PAID: \$191.00



Business Name: WCA OF FLORIDA, LLC
Owner Name: WCA OF FLORIDA, LLC
Mailing Address 5002 SW 41ST BLVD
GAINESVILLE, FL 32508

Account #: 200809020016 Expires: September 30, 2022
Business Location: 1367 S VOLUSIA AV STE,A

PLEASE DETATCH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp* 184 Front Street - Suite 601 Toronto ON M5A 4N3		CONTACT NAME: RISK MANAGEMENT NE PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: RiskCerts@nfp.com FAX (A/C, No): 516-327-2800	
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd., Suite 200 Southfield MI 48076-4145		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: XL Specialty Insurance Company INSURER C: Starr Surplus Lines Insurance Company INSURER D: INSURER E: INSURER F:	
GLFENV-01		NAIC # 22667 37885 13604	

COVERAGES**CERTIFICATE NUMBER:** 695765981**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: Loc/Project Agg	Y		HDOG72486742	4/1/2021	6/1/2022	EACH OCCURRENCE \$4,400,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$4,400,000 GENERAL AGGREGATE \$20,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Designated Loc Agg \$4,400,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ISAH25549776	4/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$4,400,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CA00010960L121A*	4/1/2021	6/1/2022	EACH OCCURRENCE \$20,000,000 AGGREGATE \$20,000,000 imits shown in CND\$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC68929167 SCFC68929209	4/1/2022 4/1/2022	6/1/2022 6/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000
C	Equipment Including Leased/Rented			ITN11168921	7/1/2021	7/1/2022	Limit Per Occurrence SELF INSURED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as an additional insured in accordance with the policy provisions of the General Liability Policy as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of DeLand
Attn: Maria Becker
120 S. Florida Ave.
DeLand FL 32720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

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Company Information

GFL is at the forefront of solid waste management innovation and technology with many product lines in the industry. GFL was founded in 2007 and provides innovative, cost effective solid waste solutions for our customers. By not taking the easy way out, by standing on our principles, we have earned our customers' trust and the industry respect. We take pride in the essential services that our productive, safe and loyal workforce provides each day, and we are part of the vital infrastructure in the communities we serve.

From collection, disposal, recycling and waste reduction, our business is servicing others. We look forward to continuing our tradition of service that is responsive to our customers, to our community, to our co-workers and sensitive to the community/environment around us. We are built on service, fueled by growth and driven by performance. We are part of everyday life.

GFL represents a wide range of residential and commercial projects. We provide residential and commercial services under exclusive franchise agreements to more than 150 contracts in the Southeast Region of GFL. We have a long history and successful track record of exceptional residential and commercial services. We offer commercial, industrial and residential services. In addition, we own and operate multiple landfills and transfer stations.

All locations are staffed with employees that are drug screened along with criminal background checks performed before hiring. Safety is a company culture that is top priority at all branches. We are committed to providing a clean, environmentally safe and cost-effective solution to solid waste is backed up by a dedicated team of drivers, office personnel, technicians, engineers and managers. Our philosophy is emphasizing change and performance is the foundation for our company's continued growth and success.

Sustainability is fundamental to GFL. We strive to provide accessible, cost-effective environmental solutions to our customers and the communities we service to allow them to be Green for Life. Aligned with this purpose, we have



made significant investments in new technology and in the innovation of existing management and operating processes. These investments reflect our commitment to providing sustainable environmental solutions and are also value-enhancing initiatives for our business. Examples of these investments include:

- Organics facilities that recycle organic waste to produce a high-quality compost product, fertilizers and other soil supplements. By providing a commercially-viable environmental solution, communities are able to help reduce their overall greenhouse gas footprint by keeping organic waste out of landfills.
- Landfill gas-to-energy facilities that capture landfill gas and convert it into a renewable source of electricity for households and commercial establishments.
- Incorporation of CNG vehicles into a portion of our solid waste collection fleet. CNG emits less greenhouse gas and contaminants per kilometer than traditional diesel fuel.
- Soil remediation facilities that remediate contaminated soils otherwise destined for landfill disposal for reuse in construction and development projects. The use of soil remediation facilities not only reduces construction costs but also reduces greenhouse gas emissions from trucking by supporting the beneficial reuse of soils.
- A re-refinery which will recycle UMO from passenger and commercial vehicles into marine diesel fuels. By displacing virgin fuels, environmental impacts from resource extraction are avoided.

Our goal is to be recognized as a leader in driving sustainable solutions. In support of this initiative, GFL is developing a three-year plan to further identify and embed sustainable management initiatives into our operations. We strive to continuously enhance our management systems and strengthen our team with individuals that are empowered to identify and implement sustainable environmental solutions that enhance our return on capital, drive growth, and to continuously improve:

- employee and community engagement,
- environmental responsibility,
- health and safety, and
- diversity in our workplace.



PATRICK DOVIGI

Founder and CEO

Patrick is the Founder, President and CEO and Chairman of the Board of Directors of GFL. In 2007, Patrick had a vision to create a company that is a "one –stop shop" provider of environmental solutions. Since then, drawing on the discipline he learned in his earlier hockey career, Patrick has driven GFL to become the fourth largest environmental services company in North America. Patrick has instilled an entrepreneurial culture in GFL's leadership team with a focus on operational excellence, sustainability and safety as core values. In 2017, he was recognized by Waste360 with a Top 40 under 40 award, and in the EY Entrepreneur of the Year TM Ontario Awards, as Entrepreneur of the Year in the Power & Utilities Sector. In addition to being a regular supporter of charities supporting local family and health initiatives, in 2019 he contributed \$5 million to help create the Dovigi Family Sports Medicine Clinic, a first of its kind sports medicine research and care facility



providing support to individuals with sports-related injuries. Patrick currently serves on the board of directors of the Environmental Research & Education Foundation (EREF) and the Toronto General & Western Hospital Foundation.



LUKE PELOSI

Executive Vice-President and Chief Financial Officer

Luke joined GFL as Director, Mergers & Acquisitions in January 2015, became Executive Vice-President, Corporate Development in October 2016 and was named GFL's Chief Operating Officer on January 1, 2018. In October 2018, he was appointed GFL's Chief Financial Officer. Luke has 15 years of financial management experience with a focus on financial analysis, mergers and acquisitions and general corporate finance. Prior to joining GFL, Luke was a Director in the Deal Advisory group of KPMG LLP where he provided due diligence services to Canadian private equity market investors. Prior to that, Luke worked in KPMG's Complex Accounting group. Luke is a Chartered Professional Accountant and holds a Bachelor's Degree in Commerce from Concordia University.



MINDY GILBERT

Executive Vice-President and General Counsel

Prior to joining GFL as Executive Vice-President and General Counsel in October 2018, Mindy served as a lawyer and partner at Davies Ward Philips and Vineberg LLP for over 16 years. Her practice focused on corporate and commercial law, mergers and acquisitions, and capital markets. She brings a wealth of legal and business experience, advising clients in areas such as domestic and international public and private offerings of debt and equity, loan financings, and private equity-related transactions. Named as one of the 2013 Lexpert® Rising Stars Leading Lawyers Under 40, Mindy is a former member of the Toronto Stock Exchange Listings Advisory Committee and the Ontario Securities Commission Securities Advisory Committee. As Executive Vice-President and General Counsel, Mindy is responsible for overseeing all legal matters impacting GFL, including corporate governance, financings, mergers and acquisitions, and litigation. Mindy holds a Bachelor of Laws degree from York University's Osgoode Hall Law School.



GREG YORSTON

Executive Vice-President and Chief Operating Officer, Solid Waste

Greg was appointed GFL's Chief Operating Officer, Solid Waste, in November 2018. With an extensive leadership and operations background, he brings almost three decades of experience working in the waste industry. He previously served as President and Chief Operating Officer of Waste Industries, having joined the company in early 2013 as Senior Vice-President of Operations. Prior to this, he was a senior leader with Waste Management for almost 15 years, including two years as Corporate Vice-President of Operations and Business Solutions, and 12 years as an Area Vice-President with full responsibility for collection, recycling and landfill disposal services.



JOY GRAHEK

Senior Vice-President, Strategic Initiatives

Joy joined GFL as Vice-President, Legal in March of 2011. She became General Counsel in May 2014, and was appointed Executive Vice-President, Strategic Initiatives in October 2018. Joy has an LLB from the University of Toronto and has practiced law since her call to the bar in 1983, initially in private practice with a small boutique firm in Hamilton, Ontario and since 1997 primarily as in-house counsel for publicly traded and private companies in the waste management sector. Joy was General Counsel of Capital Environmental Resource Inc. from 1997 to 1998 at the time of its initial public offering and listing on NASDAQ and was Associate General Counsel at Waste Services Inc. (the successor to Capital Environmental) from 2003 to 2010, where she was responsible for all commercial and legal compliance matters affecting the company's waste management operations including acquisitions and divestitures, contract and employment matters and worked with WSI's General Counsel on

financings and securities matters. In November 2016, Joy was recognized as one of Canada's Top 100 Most Powerful Women of 2016.



RICHARD EARLY

Vice-President, Human Resources

Richard joined GFL in September 2015 as the Vice-President, Human Resources. In his role, Richard is responsible for leading the overall human resources strategy and delivering programs that support the development of leadership, culture and employee engagement across the company. Richard has more than 20 years of Human Resources and Operational experience and has managed international teams across North America, Europe and Asia. Prior to joining GFL, Richard was Vice-President of Human Resources and Labour Relations for Sears Home Services and prior to that, Richard was Vice-President of Human Resources for Just Energy Group. Richard is a Certified Human Resources Professional and a graduate of the University of Western Ontario.



JULIE BOUDREAU

Vice-President, Treasury CPA, CGA

Julie joined GFL Environmental Inc. as Treasurer in April 2014. With more than 15 years of experience, Julie has spent her career in finance focusing on areas such as working capital management, financial modelling, analysis, mergers and acquisitions, and systems integration. Prior to joining GFL, Julie was a Policy Advisor for the Province of Ontario in Treasury Management where she concentrated on Payment Card Industry Data Security Standards implementation. Prior to that, Julie was Treasurer at Waste Services Inc., an acquisitive North American waste company. Julie started her career in Investment Banking as an analyst in an M&A advisory group. Julie is a Chartered Professional Accountant and holds a Bachelor's degree in Commerce from Queen's University.



TAB 2

Tab 2 – Table of Contents

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Tab 3:	<u>Qualifications and Experience</u> Firm Background and Experience Service Transition History Customer Service Program Staff Experience Satisfactory Past Performance
Tab 4:	<u>Project Approach</u> Collection Services Organization Transition Plan Program Promotion Financial Capability
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TAB 3

Tab 3 – Firm background and Experience:

Background:

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- employee and community engagement,
- environmental responsibility,
- health and safety, and
- diversity in our workplace.

GFL is excited about our continued Public / Private Partnership with the City of Deland. We will continue to bring this same commitment should the City award their Solid Waste Contract to GFL!

Overall Company-Wide Experience:

GFL Environmental Inc. is the 4th largest Solid Waste Management Company in North America who employs over 18,000+ hard working men and woman. GFL not only provides residential, multifamily, and commercial solid waste collection services, GFL is also the only diversified environmental service company in North America offering services in solid waste management, liquid waste management and infrastructure development. More specifically, we believe that by providing safe and accessible solutions, we will encourage greater environmental responsibility and allow our current and future customers and the communities we serve to be Green For Life! The following information will provide an overview of our services along with

GFL specializes in the following operations and programs:

- ✓ Curbside Organics Collection and Composting – 15 Organics Facilities
- ✓ Recycling Collection and Processing (MRF's) – 28 Facilities
- ✓ Landfill Operations – 88 Facilities
- ✓ Transfer Stations – 150 Facilities
- ✓ Sustainability Practices – 75 Liquid Waste and 11 Soil Remediation Facilities
- ✓ Residential and Commercial Collection Operations – 195 Facilities

- ✓ Community Giving – The Full Circle Project
- ✓ Industrial and Commercial Solid Waste Collection

As you can see, GFL is uniquely equipped to handle practically any environmental or infrastructure challenge. Whatever the requirements, we are committed to work with our current and future communities in which we serve to develop the right solutions for their specific needs. In addition to our rigorous safety standards, GFL operates to the highest degree of environmental and regulatory compliance. We maintain all necessary authorizations from local, state, and federal authorities to deliver our broad range of environmental and industrial services. One of the keys to our success lies in the diversity of our services. GFL is dedicated to providing our customers with a full-service ‘one-stop-shop’ that delivers integrated solutions traditionally supplied by multiple service providers from one efficient source. We are truly driven to support the environmental goals of our current and future communities in which we serve which ultimately creates a brighter future for all of us!

Florida Related Experience:

GFL has serviced the City of Deland’s Solid Waste Collection Contract over the last 25+ years and has enjoyed a positive and healthy public/private partnership. GFL’s Managers, Supervisors, Customer Support Reps and Drivers are all extremely knowledgeable with the City’s residential and commercial collection routes along with the current handicap stops and all other collection anomalies. By having this extensive knowledge, this will greatly minimize a potential high call volume of customer service complaints associated with an unfamiliar or new hauler. In addition, GFL will continue to focus on enhancing our customer service platform with the City as you will see proposed within our Customer Service Program tab. GFL looks forward to the opportunity to continue providing residential and commercial solid waste collection services with the City of Deland!

Within our Florida Market Area, GFL has multiple exclusive municipal contracts providing for curbside residential, multifamily, and commercial solid waste collection services. These collection contracts provide for collection of residential household trash, recycling, yard waste, bulk and commercial front load and roll off services. Our Florida Operations which include Jacksonville, Alachua, Ocala, Lake, Volusia, Orlando, and Sarasota Hauling Sites, we proudly provide collection services to more than 115,000+ residential/multifamily customers and 7,000+ commercial customers. These residential customers receive weekly trash, recycling, yard waste, bulk, and white goods collections. The following table will provide an example for some of GFL’s municipal contracts as requested within Tab 3 of the RFP.

Florida Municipal Contract Information

Municipality	Dates of Service	Number of Residents	Type of Service
City of Gainesville Mike Heimbach heimbachmj@cityofgainesville.org	2009 to current	28,000+	Exclusive automated residential collection service.

Alachua County Gus Olmos gus@alachuacounty.us	2009 to current	24,000+	Exclusive automated residential collection service.
City of Orange City Christine Davis cdavis@orangecityfl.gov	2015 to current	2,800+	Exclusive automated residential and commercial collection.
City of High Springs Ashly Stathatos astathatos@highsprings.us	2014 to current	2,500+	Exclusive automated residential and commercial collection.
City of Minneola Mark Johnson mjohnson@minneola.us	2017 to current	5,500+	Exclusive automated residential and commercial collection.
City of Starke Drew Mullins dmullins@cityofstarke.org	2014 to current	2,200+	Exclusive automated residential and commercial collection.
City of Atlantic Beach Shane Corbin scorbin@coab.us	2021 to current	5,600+	Exclusive manual residential and commercial collection.
City of Williston Jackie Gorman city.manager@willistonfl.org	2021 to current	1,200+	Exclusive automated residential and commercial collection.
City of Mascotte Anna Marie Reno annamarie.reno@cityofmascotte.com	2015 to current	2,200+	Exclusive automated residential and commercial collection.

**The above list of municipal contracts is not an exhaustive list as GFL has many other government contracts within the State of Florida and throughout the United States and Canada. Should the City request additional governmental contracts, GFL will provide said contracts upon request. Furthermore, please see "Reference Form" located within Tab 6 of GFL's submittal for additional information.*

GFL's Sustainability Award from CEO, Patrick Dovigi

All,

I am excited to announce that GFL has been awarded a SEAL (Sustainability, Environmental Achievement & Leadership) 2020 Business Sustainability Award, which celebrates outstanding global leaders in sustainability and their commitment to sustainable business practices. The award is given annually to recognize excellence in specific environmental and sustainability initiatives and was awarded to GFL for our Environmental Innovation Program. Other recipients of the SEAL Environmental Initiative Award this year include global powerhouses like Dow Packaging, General Motors and Salesforce.

Innovation and entrepreneurship have been core to GFL's success from the time I founded the Company in 2007. As a small start up, we had to come up with ways to do business differently, to make ourselves stand out compared to our competitors. That included investing in sustainable environmental solutions for our customers like composting and material recovery facilities, used motor oil recycling and soil remediation. As we have grown, we have and will continue to make these investments because we see the value that they bring to our company, our customers and our communities.

This award is one that we can all be very proud of. I want to thank our Sustainability Team, led by Jen Ahluwalia, VP Environmental Responsibility and Sustainability, for their great work on this project.

Thanks.

Patrick

Patrick Dovigi | Chief Executive Officer

GFL Environmental Inc.

135 Yorkville Avenue Suite 800, Toronto, ON, M5R 0C7

T (905) 326-0101 Ext. 60342 | **C** (416) 418-9396 | pdovigi@gflenv.com | www.gflenv.com

Tab 3 – Service Transition History

Experience with Transitions:

GFL has performed many transitions of which required extensive knowledge and experience from multiple solid waste type collection programs. Having the resources and wealth of experience to include our logistics team, operations management team to marketing and education campaigns aided to smooth and seamless transitions. Although most of these communities were all unique in their own ways with regards to specific collection requirements, GFL was and continues to stay committed to ensure all new start-ups and transitions are well thought out ahead of time to minimize potential collection issues.

The following communities are within our U.S. and Canadian Market Area that have been successfully transitioned within the last ten (10) years. GFL has transitioned many municipal accounts throughout our U.S. and Canadian Operations and if need be, will be more than willing to provide additional municipal contracts to the City upon request.

- City of Detroit, MI
 - In 2014, GFL transitioned the City of Detroit from their Public Works Department to GFL. Contract service level consists of providing solid waste collection services to approx. 92,000+ residential addresses to include trash, recycling, yard waste and bulk collection.
- City of Edmonton, CA
 - In 2014, GFL transitioned the City of Edmonton from an exclusive to an exclusive contract. Contract service level consists of providing solid waste collection services to approx. 9,500+ residential addresses to include trash and recycling collection. GFL also transitioned all commercial front load and multifamily accounts as well.
- City of Missouri City, TX
 - In 2017, GFL transitioned the City of Missouri City from Republic Services in an exclusive to an exclusive contract. Contract service level consists of providing solid waste collection services to approx. 25,000+ residential addresses to include trash, recycling, yard waste and bulk collection. GFL also transitioned all commercial front load and multifamily accounts as well.

- City of Bay City, TX
 - In 2017, GFL transitioned the City of Missouri City from Republic Services in an exclusive to an exclusive contract. Contract service level consists of providing solid waste collection services to approx. 5,500+ residential addresses to include trash, recycling, yard waste and bulk collection. GFL also transitioned all commercial front load and multifamily accounts as well.

- City of New Bern City, NC
 - In 2017, GFL transitioned the City of Missouri City from Republic Services in an exclusive to an exclusive contract. Contract service level consists of providing solid waste collection services to approx. 14,000+ residential addresses to include trash, recycling, yard waste and bulk collection. GFL also transitioned all commercial front load and multifamily accounts as well.

- City of Atlantic Beach, FL
 - In August of 2021, GFL successfully transitioned the City of Atlantic Beach from Waste Management in an exclusive to an exclusive residential, multifamily, and commercial collection contract. Contract service level consists of providing solid waste collection services to approx. 6,000+ residential addresses to include trash, recycling, yard waste and bulk collection. GFL also transitioned all commercial front load and multifamily accounts as well.

- City of Casselberry, FL
 - In January of 2021, GFL successfully transitioned the City of Casselberry's Commercial Businesses and Multifamily units from an open market to an exclusive commercial/multifamily contract. GFL also services the City's compactors and roll off dumpsters for solid waste and construction debris materials.

Tab 3 – Customer Service Program:

Customer Service – *It's A Way of Life*

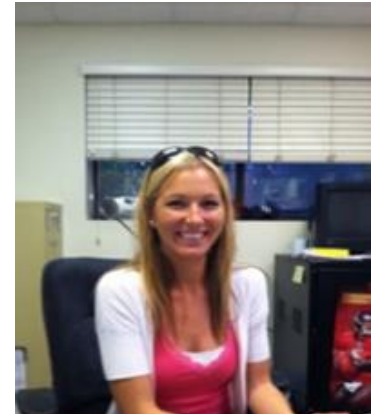
GFL believes the first impression to a customer is the most lasting one, and GFL wants our customers to feel that they are important. For this reason, GFL will provide the City of Deland with a local number which will be answered by a live person to handle the City's commercial businesses and residents' requests. The City will have its own customer service representatives and answers the phone at the local office during normal business hours Monday through Saturday.

GFL has a local number that goes to our local customer service office located in the City of Orange City where the staff is familiar with the City of Deland and surrounding areas. GFL also has an 800 number for those who may be traveling and need to contact us, which is great for those customers who are out of town and need to contact GFL.

- **GFL takes pride in putting the Customer *FIRST!***
- **GFL's Live Customer Service – *It's A Way of Life!***

– Customer Care Center –

- A live Customer Service Representative (CSR) answers the phone at each facility.
- Each CSR is trained extensively on all policy and procedures for the City of Deland.
- Each CSR is trained to be professional in all their actions and is expected to conduct his or herself in the GFL way.
- CSR's work together with the Route Supervisors to communicate all service requests.
- All customer concerns or requests will be addressed and handled the same day or at the very least, within a 24-hr timeframe.
- GFL's Professional Care Team will provide the highest level of customer service to all of Deland's commercial businesses and resident!



***The City of Deland's local number will be 386-222-0693.**

Customer Service Program:

GFL proposes to utilize the Vision software for a service verification program with the City of Deland. Vision is a state-of-the-art customer service portal enhancing customer service by connecting the City with GFL! Please see Tab #7 for additional information regarding this unique program.

In addition to the Vision Software, GFL will also be utilizing TRUX as well as a customer service portal. Please see below for additional TRUX information.

GFL's Customer Service Portal

GFL will be utilizing the TRUX system for the handling of customer service calls/complaints for the City of Deland. TRUX is a waste management software application designed specifically for the waste and recycling industry to provide routing, dispatch, billing, accounts receivables, operations, and account management all in one system. TRUX software has continually evolved over the last 20 years and continues to deliver the necessary tools and customer support to GFL's customer service representatives. Please see the below testimonial from GFL's Director of IT.

"Over the past five years I have had the pleasure of working closely with Trux Route Management Systems. Trux consistently exceeds my expectations in providing a premium quality product along with excellent technical support and customer service. The continual improvements provided by Trux year after year has made the solution an integral part of our information systems that has allowed us to achieve our business goals and provide a world class end-to-end solution for our users."

Pino Catulli
Director, Information Technology
GFL Environmental Inc.

www.gflenv.com

Tab 3 – Staff Experience:

The Florida Regional Team

In choosing GFL, you get an amazing leadership team to rely on for best-in-class service. We have over 123 years of combined experience in the Solid Waste Industry, including 5 employees with over 20 years of industry experience each and 2 individuals who received the National Waste and Recycling Association's prestigious "40 under 40" award. Each of us on the leadership team started our career in an hourly position-Driver, Dispatcher, Sales Representative, etc., and we have worked our way up to the positions we currently hold. We understand the business from beginning to end; offering the City of Deland with a partnership and the customer service GFL is known for. Not only are we experienced in this industry, but we also come from highly diverse backgrounds that represent the diversity of Volusia County itself. You will see that we celebrate and recognize diversity by our leadership team composed of minorities, female leaders, and those who are permanent residents in the USA/Volusia County. GFL is a leader in diversity and in conclusion, where you are rewarded for hard work, and hard work alone.

The following list of Key Personnel will be associated and responsible for providing specific contract management oversight and operational collection management services for the City of Deland's Solid Waste Collection Contract. Our employees have specific roles so that we can deliver top notch customer service and unparalleled operational collection efficiencies for the customers in which we service.

As requested in Tab 3 of the RFP, GFL will commit all necessary staff and resources to continue providing solid waste and recycling collection services for the City of Deland. More specifically, District Manager Jake Pack along with his Site Manager Maddie Moore and Route Supervisors will continue leading the way for providing unparalleled customer service and solid waste collection services. The following are the direct point of contacts for the City of Deland along with their respective roles and resumes:

- **Contract Signatory and Oversight – Regional Vice President, Todd Strong.**
904-424-5146 - todd.strong@gflenv.com
Mr. Strong is the authorized bid submittal signatory for the City of Deland. Mr. Strong will also be responsible for ensuring the City of Deland's residents and commercial businesses have all the assets needed to provide services to the City. His involvement will also assist with a continued approach to ensuring a high level of customer service is achieved.
- **Contract Management – District Manager, Jake Pack.**
912-656-7172 - jpack@gflenv.com
Mr. Jake Pack will continue to be responsible for managing and overseeing the City of Deland's solid waste contract. Mr. Pack will work closely with his team to ensure the City of Deland is provided with a high level of collection services and customer service.

- **Contract Manager and Direct Supervision – Site Manager, Maddie Moore.**
386-804-4229 - maddie.moore@gflenv.com
Ms. Moore will continue to manage and supervise the City of Deland contract and will continue providing all operations support to her operations team. Maddie will work closely with her team and her District Manager to ensure the City of Deland is provided with a high level of collection services and customer support.
- **Municipal Relations – Government Contracts Manager, Skip McCall.**
352-507-2029 – smccall@gflenv.com
Mr. McCall will continue to work closely with City Staff to promote recycling programs or any other City events as needed. Informational items such as flyers or brochures will be prepared and distributed to residents as needed throughout the contract term to help promote recycling initiatives and collection awareness. Mr. McCall will also prepare other educational or informational items for public service announcements as needed and will continue to be engaged with City events.
- **Krista Fernando – Regional Sales Manager**
352-443-2136 – kfernando@gflenv.com
Ms. Fernando will assist with setting up new commercial accounts and will be sales support for the City. She will also work with Ms. Tenaglia to ensure commercial accounts are set up with the correct service size container and weekly level of service.
- **Customer Service – Sales Administrator, Cindy Tenaglia.**
352-258-5342 – cindy.tenaglia@gflenv.com
Ms. Tenaglia will continue to be the City's Customer Service and Sales Administrator for the City of Deland. Ms. Tenaglia will ensure customer set ups are complete along with any changes in levels of service for Deland Customers.
- **Fleet Maintenance – District Fleet Manager, Ron Feragotti.**
352-260-1471 – rferagotti@gflenv.com
Mr. Feragotti will continue to manage and oversee the City of Deland's Fleet Maintenance Program. It will continue to be Mr. Feragotti's responsibility to provide efficient and aesthetically pleasing collection equipment for the residents and commercial businesses throughout the City. He will also ensure the City's commercial containers are kept in good working order and will continue replacing dumpsters as needed.

Individual Resumes

Todd Strong – Regional Vice President

Mr. Strong has been in the Waste Industry for 35 years. He has held the positions of District Manager, Regional Manager, Area Vice President Southeast, Director of Acquisitions and Business Integration to now, Regional Vice President. Mr. Strong's success within the Solid Waste Industry stems from proven leadership and the ability to continually adapt to the many daily industry challenges. Mr. Strong's unparalleled commitment to achieve a high standard for safety and customer service will continue to be his focus along with the continuation of implementing best practices and sustainable solutions. Mr. Strong holds a BS Degree in Accounting from Trevecca University and an MBA from the University of Houston, respectively.

Jake Pack – District Manager

Jake Pack is the District Manager for GFL in Central Florida. Mr. Pack has been in the solid waste industry for 23 years with an extensive background in waste collection and environmental compliance. Mr. Pack has been the District Manager for Central Florida for the past 8 years successfully servicing over 50,000 residential homes per month encompassing exclusive contracts in Seminole, Lake and Volusia Counties. Mr. Pack has a passion for making sure all customers are provided excellent customer service and has assembled a team in Central Florida that does just that while keeping themselves and the citizen's safe daily. Before joining GFL, Mr. Pack worked for Waste Management for in the Carolina's. During those years, Mr. Pack worked and managed every facet of the daily operations for solid waste divisions. Mr. Pack obtained his Bachelor of Arts degree from the University of South Carolina in 2004 and was also awarded the 2019 NWRA, Top 40 Under 40 achievement.

Maddie Moore – Site Manager

Mrs. Moore joined GFL in early 2002. She brings with her 20+ years of experience in the waste industry with experience in communications, team development, routing efficiency and strong municipal relations. Mrs. Moore is also well versed in accounts payable, payroll, data entry, chart building and performing financial analysis. Mrs. Moore is currently the Site Manager for GFL's Orange City, FL hauling facility and will be the direct point of contact for managing the City of Deland Contract.

Skip L. McCall – Government Contracts Manager

Mr. McCall has been in the Waste Industry for 18+ years with experience in both public and private sector entities. Mr. McCall has held the position of Solid Waste Director for the Lake County Board of County Commissioners and positions in the private sector ranging from Business Development and Marketing to the level of a District Manager. Mr. McCall holds a BS degree in Organizational Management from Warner University and is a

member of the Solid Waste Association of North America (SWANA), Recycle Florida Today (RFT) and is the Alt. Board of Governors for the National Waste and Recycling Organization (NWRA), Respectively. Mr. McCall also holds an active Manager of Landfill Operations (MOLO) Certification through the Solid Waste Association of North America.

Krista Fernando – Regional Sales Manager

Ms. Fernando is a magna cum laude University of Florida graduate. Prior to her career start in the waste industry, she spent 10 years in property management. Krista was welcomed into the waste industry shortly after, where she has faithfully worked with WCA for 8 years and counting. After 4 years as a top sales performer, she completed the management development program with WCA and is currently the Florida, Alabama and Tennessee Sales Manager. She holds multiple certificates from the American Management Association, the NWRA and SWANA including the FILA leadership certificate, NWRA's Landfill Manager Certificate, and SWANA's Certified Manager of Collection Systems. Krista is an active member in FILA and the NWRA Women's Council and was awarded the 2018 NWRA Top 40 Under 40.

Cindy Tenaglia – Sales Administrator

Ms. Tenaglia is a 16-year veteran of the waste industry. Cindy was welcomed into the waste industry shortly after Hurricane Charley, where she has faithfully worked with GFL for 16 years and counting. After 1 year as a data entry clerk, she was moved to the sales program with GFL for Outside Sales, Construction Sales and Customer Retention and is currently the Sales Administrator for Florida, and Alabama. She has held multiple positions within the Sales Team, Office Team and Dispatch Teams with GFL. She is also serving as Liaison, on behalf of GFL, with Seminole County Schools, Seminole County Government Facilities, Lake County Government Facilities, Volusia County Government Facilities, City of Deland, City of Orange City, Alachua County Government Facilities, Paradigm/Collier Companies, and Publix.

Ronald Feragotti – District Fleet Manager

Mr. Feragotti is the Central Florida District Fleet Manager for GFL. He is responsible for the safety and reliability of 96 assets valued at over \$12M. Before embarking into Fleet Management, Mr. Feragotti served 20 years in the USAF Aircraft Maintenance Department whereas a Maintenance Superintendent he provided effective leadership, supervision, training, and mentorship to 64 personnel. He also oversaw the maintenance on 116 aircraft valued at \$2.2B. Ron has a degree in Business Management & Analysis, Aircraft Systems Maintenance Technology, and a five-year background in Finance.

Tab 3 – Satisfactory Past Performance:

Since January 1, 2017, GFL Solid Waste Southeast, LLC has not been involved with any Investigations, Alleged Wrongdoings, or Litigation/Settlements with any city, county, or any other governing entities for the collection of solid waste. GFL further states that no city, county, or any other governing entities have terminated a solid waste contract with GFL. The following outlines Fines or Liquidated Damages as requested in Tab 3 of the RFP.

➤ **Alachua County Board of County Commissioners Contract**

- March 2018 - \$31,687.36
 - Fine was attributed to heavier than normal yard waste piles (contract is unlimited collection) due to an unexpected winter storm event. GFL hired a third-party collection company to assist with the excessive storm debris clean-up and paid more than \$80,000+ to help with the storm debris collection. The County later reimbursed GFL the March fine of \$31,687.36 to assist with the cost of utilizing the third-party hauling company.
- April 2018 - \$42,511.68
 - Fine was attributed to heavier than normal yard waste piles (contract is unlimited collection) due to an unexpected winter storm event. GFL hired a third-party collection company to assist with the excessive storm debris clean-up and paid more than \$80,000+ to help with the storm debris collection. The County later reimbursed GFL the April fine of \$42,511.68 to assist with the cost of utilizing the third-party hauling company.
- June 2021 - \$30,560.00
 - Fine was attributed to COVID – Delta Variant outbreak. GFL’s labor force was severely impacted which unfortunately, created collection delays by pushed back collection routes resulting in the assessment of liquidated damages.
- November 2021 - \$34,700.00
 - Fine was attributed to COVID – Delta Variant outbreak. GFL’s labor force was severely impacted which unfortunately, created collection delays by pushed back collection routes resulting in the assessment of liquidated damages.

➤ **City of Gainesville (FL) Contract**

- March 2018 - \$140,160.00
 - Fine was attributed to heavier than normal yard waste piles (contract is unlimited collection) due to an unexpected winter storm. GFL hired a third-party collection company to assist with the excessive storm debris clean-up and paid more than \$80,000+ to help with storm debris removal. Unfortunately, the City was unwilling to work with GFL to

help offset the additional third-party expense or the liquidated damages. Even though the excessive storm debris was eventually collected by GFL and the third-party hauler, liquidated damages within our contract were enforced. Fine was paid and case is closed.

- April 2018 - \$40,882.00
 - Fine was attributed to heavier than normal yard waste piles (contract is unlimited collection) due to an unexpected winter storm. GFL hired a third-party collection company to assist with the excessive storm debris clean-up and paid more than \$80,000+ to help with storm debris removal. Unfortunately, the City was unwilling to work with GFL to help offset the additional third-party expense or the liquidated damages. Even though the excessive storm debris was eventually collected by GFL and the third-party hauler, liquidated damages within our contract were enforced. Fine was paid and case is closed.
- March 2021 - \$25,695
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- April 2021 - \$18,290
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- May 2021 - \$32,800
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- June 2021 - \$48,100
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- July 2021 – \$22,125
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.

- August 2021 – \$62,750
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- September 2021 – \$25,775
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.

➤ **Lake County Board of County Commissioners Contract**

- April 2017 - \$14,800
 - Fine was attributed to heavier than normal yard waste volumes which lead to a delay in daily collection routes. However, all routes were collected by the end of the week. Fines was paid and case is closed.
- May 2017 - \$21,050
 - Fine was attributed to heavier than normal yard waste volumes which lead to a delay in daily collection routes. However, all routes were collected by the end of the week. Fines was paid and case is closed.
- March 2021 - \$13,600
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- April 2021 – \$71,300
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- May 2021 – \$62,450
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- June 2021 – \$49,250
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid

- waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
- July 2021 – \$61,100
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - August 2021 – \$74,850
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - September 2021 – \$63,050
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - October 2021 – \$54,050
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - November 2021 – \$25,950
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - December 2021 - \$10,250
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.
 - March 2022 - \$14,100
 - Fine was attributed to the ongoing COVID Pandemic which as a result, has created a driver/labor shortage. Liquidated damages within our contract were enforced due to a delay in service however, all solid waste and recyclables were collected, and all routes were completed. Fine was paid and case is closed.



TAB 4

Tab 4 – Collection Services:

Residential Garbage and Bulk Collection

GFL will continue to utilize rear loading trucks equipped with cart tippers along with front load trucks equipped with a curotto container for the collection of curbside garbage and bulk collection (bulk collected twice per year). Drivers and helpers will both work together as a team to ensure all solid waste at the curb is collected at every stop and containers are returned to their respective locations. Teams will ensure that should any litter or spillage happens to occur when servicing containers, teams will clean-up around the area before proceeding to the next stop. Should our teams discover any hazards or blocked roads, drivers will notify GFL dispatch which in turn, will provide immediate notification to the City. GFL will also notify the City to report any potential safety incidents or property damages. Drivers and helpers will present themselves in a courteous and professional manner when servicing the residents of Deland.

The definition of solid waste pursuant to this section shall be defined as residential household garbage and bulk items. All vehicles will be equipped with communication devices to ensure a high level of customer satisfaction is achieved. Should a potential collection miss occur or any other service issue, Supervisors are able to contact driver(s) expeditiously to remedy the issue. GFL will also supply the City with the required monthly reporting and submits to adhere to all other requirements within the Collection Agreement. The following is the designated disposal facility to be utilized for the City's solid waste disposal:

- ✓ All residential solid waste collected throughout the City will be delivered to the Volusia County Landfill.

Residential Recycling Collection

GFL will utilize a rear load truck for the collection of the City's residential single stream commodities. Driver and helper will work together as a team to ensure single stream recycling commodities are collected at every stop and carts/bins will be returned to their respective locations. Driver and helper will ensure that should any litter or spillage happens to occur when servicing carts/bins, Driver and helper will clean-up around the area before proceeding to the next stop. Should our Driver discover any hazards or blocked roads, drivers will notify GFL dispatch which in turn, will provide notification to the City. GFL will also notify the City within 2 hours to report any potential safety incidents or property damages. Drivers will also present themselves in a courteous and professional manner when servicing the residents of Deland.

- ✓ All single stream recycling commodities collected throughout the City will be delivered to Sanford Recycling or, GEL Corporation.
- ✓ Considering the recent legislation change regarding contamination of recyclables, GFL will prepare a recycling informational flyer outlining acceptable commodities along with additional information to assist with reducing the amount of contamination placed within

the recycling cart. Flyer will be disbursed via the recycling bin/cart to all residents annually throughout the term of contract.

Program Recycling Promotion:

Consistent with Page 12 of the RFP, GFL submits that it will also perform recycling audits twice a month consistent with page 29 of the agreement. These audits will be performed throughout the City in strategic locations to ensure all residential areas are included. Audit will consist of approx. 500 homes per month and will include a “recycling tag” to be designed by the City and GFL (GFL to incur the cost) and will rate on how well residents are doing, or not. Program will be similar to Orange County’s recycling campaign with the initiative to reduce contamination. GFL will work with the City to propose a recycling campaign/name for the City’s recycling program. Below is the Orange County’s recycling tag program.



Residential Yard Waste Collection

GFL will utilize Rear Loading trucks for the collection of yard waste throughout the City. Drivers and helpers will work together as a team to ensure all yard waste properly placed at the curb and in compliance (consistent with the franchise agreement Section 4 - B. Yard Waste) is collected at every stop. Yard waste limitations will be collected pursuant to Pg. 9 of the RFP or, no more than eight (8) cubic yards per eight (8) week period per residential unit. Should our teams discover any out of compliance yard waste or excessive yard waste above the per cubic yard limit, GFL will tag each stop with the instructions of either collecting for an additional fee. Should our teams discover any hazards or blocked roads, drivers will notify GFL dispatch which in turn, will provide immediate notification to the City. GFL will also notify the City to report any potential safety incidents or property damages. Drivers and helpers will present themselves in a courteous and professional manner when servicing the residents of Deland.

- ✓ All yard waste collected throughout the City will be delivered to the Volusia County Landfill or Transfer Station.

White Goods Collection

GFL will collect all white goods on Thursday. White Goods will be collected and will be delivered to American Auto Salvage located in Debary, FL.

Commercial Collection Services

The following is an overview of specific tasks for commercial collection operations throughout the City of Deland. GFL will ensure that the routing collection schedule will continue as status quo and will adhere to the collection provisions within the solid waste agreement.

- ✓ All commercial solid waste collected throughout the City will be delivered to the Volusia County Landfill.

Commercial Garbage Carts

GFL will utilize Rear Loading trucks with cart tippers for the collection of commercial customers and multifamily units utilizing garbage carts throughout the City. Drivers and helpers will work together as a team to ensure that all carts will be serviced on their day of collection and that carts will be returned to their upright position. Teams will ensure that should any litter or spillage happens to occur when servicing carts, teams will clean-up around the area before proceeding to the next stop.

Commercial Front Load

GFL will continue to utilize commercial frontload trucks to service the City's commercial customers utilizing containers that are emptied by mechanical means. Driver shall approach the enclosure in a safe manner i.e., using strobe lights, 4-way lights and additional observation lighting to ensure collection safety and awareness. Driver will apply parking brake. If need be, GFL Driver will unlock main access gate/dumpster enclosure and will perform any roll outs necessary for any location(s) throughout the City. Driver will service the container safely and if need be, will pick up any spilled items around the dumpster enclosure. Prior to backing up collection vehicle, driver will scan the area for pedestrians or vehicular traffic behind collection vehicle and will close and lock enclosure gates. GFL Dispatch will notify the City within 2 hours to report any potential safety incidents or property damages should any occur.

Roll Off Compactors

GFL will utilize roll-off trucks to service the City's commercial compactors. GFL Driver will safely approach the compactor enclosure or roll-off container using strobe lights and/or 4 ways lights. Driver will apply parking brake and open/secure gates before safely backing up to the compactor using a friendly horn for additional safety awareness. Driver will isolate all power sources and disconnect all electrical connections and hydraulic lines and will close side

doors/chutes and ensure back door is properly closed. Driver will connect winch cable, load compactor or roll-off on to roll off vehicle pull forward, and lock enclosure/main gate. Driver will also take pictures of any excess waste or property damage and notify GFL Dispatch immediately. GFL Dispatch will notify the City within 2 hours in the event of any collection deficiencies or safety incidents should they occur.

Roll Off Open Tops

GFL will be utilizing roll off trucks to service the City's roll off customers. GFL Driver will safely approach the roll off container using strobe lights and/or 4 ways lights. Driver will apply parking brake and open/secure gates (if applicable). Safely back up to the roll off container using friendly horn for additional safety. Ensure back door is closed securely and ensure load is safely confined within the container as per DOT regulations. Connect winch cable and pull container onto the roll off vehicle. Cover loads with automatic tarp and secure load to frame using chains/straps. Pull vehicle forward and close enclosure gates/main gate. Take pictures of any contamination or excess waste or property damage and notify GFL Dispatch immediately. GFL Dispatch will notify the City within 2 hours in the event of any collection deficiencies or safety incidents.

Spill Containment

The GFL Safety Team ensures that all Drivers are properly trained and that each truck is properly equipped with onboard spill containment and emergency kits. This enables the drivers to quickly respond in the event of any emergency type situations.

Other Services to Be Performed

Blocked Containers

GFL Driver arrives onsite to a commercial business however container is blocked. Driver will take pictures that is time stamped with latitude and longitude. Driver will send picture to dispatch and uploaded directly to account. Customer will receive an email with picture of blocked container along with dispatch contacting the customer day of service to inform of blocked container. Should customer be able to clear the blocked container and driver is still within the area, driver will return to service at no additional charge. If Driver is out of area, he can return for an extra pick up the following day. If there is a pattern of blocked containers within certain customers, GFL may need to work with customer by changing collection time or day to prevent any future incidents.

Swap out and container repairs

Audits of front load dumpsters and all other containers will be completed throughout the year to ensure containers are in good condition aesthetically and are safe to use/service. GFL will inspect lid, bar, container and plugs on all frontload containers. Wheels, doors, chains, hydraulic lines, chutes/hoppers etc. will be inspected for all roll off and compactor containers. Collection bars, lids and wheels will be inspected for all commercial carts. Should any commercial container need

repair, painted and or exchanged, a work order will be created, and commercial container will be repaired, painted or exchanged within 72hrs.

Extra Pick Ups

Customer can call in for additional collection service above and beyond their normal services. If an extra service is called in before 10:00am, GFL will service that customer by the end of the day. If an extra service is called in after 10:00am, GFL will service that customer by the end of the next day. Work orders will be created for extra pickups and dispatch will contact the driver for service. Should customers habitually have multiple extra pick-ups, GFL will have a sales representative reach out to customer to either increase services or increase container quantity. Seasonal increases will also be accommodated if requested.

Property Damage

When driver is approaching location, he is observing area for any abnormalities. If he notices any damage when entering property, driver will notify dispatch and will take a picture. Picture is sent directly to account. Issue or work order is created, and email is sent to customer. Any property damage caused by driver the customer is notified of incident, incident report is taken, and investigation is completed. Once completed, repairs or cleanup are scheduled, and customer notified of completion.

Vehicle Break Downs

When driver is on route and should his collection vehicle need a repair, driver calls into dispatch to initiate a maintenance call. Driver will provide to dispatch his name, truck number, location, contact number and associated issue(s) with truck. Information is sent to the Maintenance Manager and a Mechanic will be sent to location for repairs. Should there be any spills, stains, or leaks, GFL will send out a crew for immediate cleanup. Unfortunately, some mechanical failures require a truck to be towed. Should this happen, driver will be placed in another truck and will continue his route until route completion.

Proposed Fleet

GFL will continue to utilize a fleet of compressed natural gas (CNG) to service the City of Deland's residential and commercial municipal solid waste. Truck fleet will be powered utilizing CNG engines and CNG fuel. GFL will also continue utilizing Ford F-150 and Ford F-250 fueled by diesel and gasoline for any customer service or fleet maintenance calls.

To assist with obtaining our goals and maximize efficiencies, GFL utilizes GPS and DriveCam Technology to ensure safety and route optimization for the communities we serve. DriveCAM monitors the driver and the road in front so that any infractions can immediately be addressed by the supervisor for correction and other necessary actions should inappropriate driving actions occur. This also allows the GFL safety team to always monitor the view in front of the vehicle even in emergencies. Safety is our number one priority and will never be compromised, period!



The below table on the following pages indicates the make, model, year, service type and vehicle collection count along with the personnel description and head count for each line of business. GFL submits that the below list may be expanded to account for future residential growth throughout the term of the contract.

Collection Fleet and Personnel

GFL is the current hauler for the City of Deland’s residential units and commercial businesses. As you will see, GFL is proposing to utilize our current fleet and will continue operating with a conservative routing approach to ensure city residents and businesses are receiving the service in which they are paying for on the day of their scheduled collection day. As our fleet begins to age beyond being able to provide consistent collection services, GFL will be replacing said units with new units throughout the contract term. The following tables outline GFL’s routing information, fleet count and personnel count as required within Tab 4: Project Approach of the RFP:

Routing Information

	Monday	Tuesday	Wednesday	Thursday	Friday	Total Weekly Routes
Trash/Bulk Routes	2	2	3	2	4	13
Recycling Routes	1	1	2	1	3	8
Yard Waste Routes	0	3	0	2	0	5
Oversized Bulk Routes	1	1	1	1	1	5

Frontline Fleet

Make	Model	Year	Service Type	Fleet Count	Personnel Count
Autocar	ACX64 Heil Front Load	2017/18	Commercial Trash	2	2
Autocar	ACX64 Heil Front Load Curotto	2014/16	Residential Trash	3	3
Autocar	ACX64 Rear Loader	2018	Residential Bulky Items	1	2
Autocar	ACX64 Heil Rear Loader	2018	Residential Yard Waste	2	4
Autocar	ACX64 Rear Loader	2018	Residential Recycling	1	2
Autocar	Heil Split Body	2021	Residential Recycling	1	2
Freightliner	M2 Pup Truck	2017	Residential Trash and Recycling (separated)	1	2
Peterbuilt	567 Galbreath	2018	Roll Off Containers	1	1
			Total Vehicle / Personnel Count	12	18

Reserve Fleet

Make	Model	Year	Service Type	Fleet Count
Mack	CV715	2005	Roll Off	2
Mack	MRU613	2013	Commercial Front Load	2
Autocar	ACX64 Heil	2016	Rear Load	2

Equipment to be utilized

GFL will be utilizing 18-gallon recycling bins for new residential addresses and replacements throughout the contract term. Bins will be in GFL inventory and readily available upon resident/City request.

Equipment Company	Equipment Type	Equipment Size(s)	Equipment Count
Rehrig Pacific	Recycling Carts/ Bins	64-Carts and 18-gallon bins	AS needed throughout contract term.

GFL's Vehicle Maintenance Yard

GFL will utilize our Orange City Hauling location to continue providing solid waste services to the City of Deland. This hauling location will also provide for our local telephone number along with our customer service staff as required within the collection agreement.

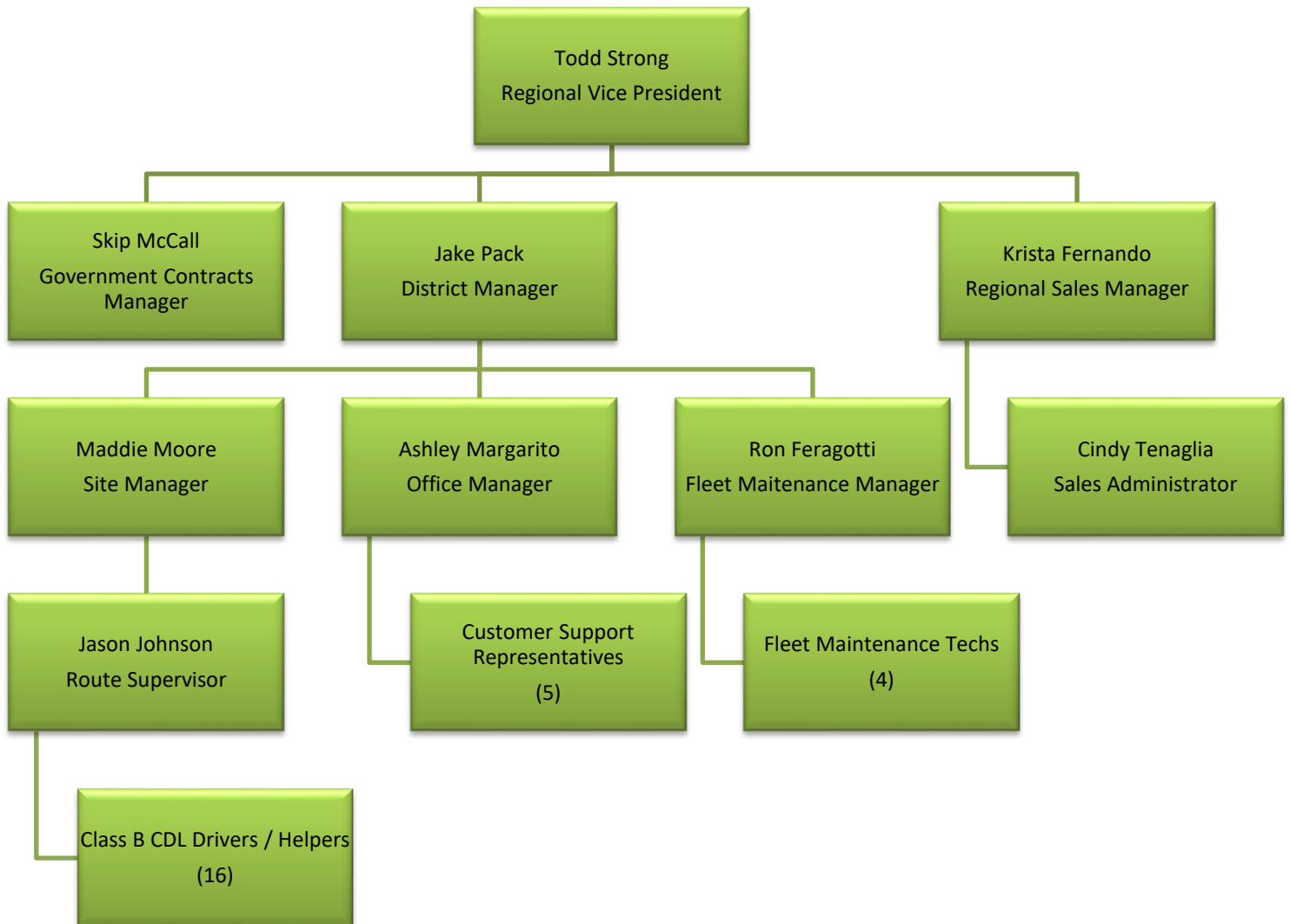
Equipment Maintenance Program

GFL is committed to providing clean and aesthetically pleasing equipment to ensure a high level of professionalism along with consistent solid waste collection services. All GFL collection vehicles are washed weekly and painted throughout the year as needed. In the event paint should begin to wear or look unaesthetically pleasing, GFL will commit to ensuring these vehicles are re-furnished with the necessary repairs and will adhere to the requirements as set forth in Section 4 of the collection agreement. Any commercial dumpsters that will be utilized to service commercial accounts will always be assessed throughout the contract term, and should they become unaesthetically pleasing or damaged beyond repair due to normal use, they will either be re-furnished/painted or replaced new at no additional cost to commercial businesses.

Transition Plan

Currently, GFL is the exclusive residential and commercial solid waste hauler for the City of Deland. GFL submits to continue providing collection services as current with no change to any residential or commercial routing schedules. This will ensure a continued smooth approach for the next contract term for residents and commercial businesses. GFL also submits that we will provide brand new 64-gallon carts and 18-gallon bins for the City's residential single stream recycling program and will plan on having these carts/bins ready for distribution to residents prior to the October 1st, 2022, start date. GFL will work closely with city staff and residents to determine which size container residents will receive (choice of 18-gallon bins or 64-gallon carts) for all existing and new residential units. GFL also submits we will adhere to Pg. 27 Section 4 of the collection agreement, Standards of Collection and Operation.

Tab 4 – City of Deland Organizational Chart



Subcontractors

GFL will not be utilizing any subcontractors to service the City of Deland.

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TAB 5

Attachment D

Solid Waste & Recycle Collection Services / RFP-22-03

Price Form

All prices will be fixed for the first year of the contract.

Service Description	Unit Price
Residential Service Collection Component - Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) - Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) - Once a week yard waste/trash collection, transport, and disposal (1 cubic yard or less) - Bulk Collection (Free service, two times per year)	\$ <u>14.52</u> Monthly Unit Price
Fuel Component Fuel Component (Each Residential Service Unit)	\$ <u>.98</u> Monthly Unit Price
Total Monthly Charges (Services Above)	\$ <u>15.50</u> Monthly Unit Price

Additional Costs

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ <u>6.75</u> Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ <u>75.00</u> Monthly/Cart
Apartments/Multi-family (served by carts)	\$ <u>27.00</u> Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	\$ <u>8.00</u> Each Item
Residential Yard Waste Special Pick-up (exceeding 1 cubic yard)	\$ <u>\$19.55</u> Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ <u>0.00</u> Annual Cost

Disposal fees (tipping fees) shall be limited to the actual cost charged by the bidder by the waste disposal facility and shall be a pass thru to the individual customer. Any mark-up to the disposal fee shall be strictly prohibited. Further, the disposal fee shall not be subject to CPI adjustment. Do not alter the price sheet.

***ALL "additional costs" will be billed by GFL directly to the resident(s).**

****Residential Side/Rear Trash Service (disabled) will be billed the Total Monthly Unit Price or, \$15.50 per unit per month.**

COMMERCIAL SOLID WASTE COLLECTION SERVICES

All commercial accounts are to be bid on a per cubic yard basis; with the exception of those Commercial accounts who have limited space and require cart service. The Commercial accounts with limited space will have the option to be serviced by 96-gallon cart. Commercial accounts will include multi-family residences services by mechanically emptied containers.

Container size	Weekly pick ups	Monthly charge (per cart provided)
96-Gallon Cart	One	27.00
96-Gallon Cart	Two	54.00
96-Gallon Cart	Three	81.00
96-Gallon Cart	Four	108.00
96-Gallon Cart	Five	135.00

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting units	Weekly Pick ups	Monthly Charge
2 Yard Frontload	One	116.34
2 Yard Frontload	Two	232.69
2 Yard Frontload	Three	349.03
2 Yard Frontload	Four	465.38
2 Yard Frontload	Five	581.72
2 Yard Frontload	Six	698.07
2 Yard Frontload	Seven	814.41
3 Yard Frontload	One	127.96
3 Yard Frontload	Two	255.92
3 Yard Frontload	Three	382.88
3 Yard Frontload	Four	511.84
3 Yard Frontload	Five	639.77
3 Yard Frontload	Six	767.73
3 Yard Frontload	Seven	895.69
4 Yard Frontload	One	139.57
4 Yard Frontload	Two	279.15
4 Yard Frontload	Three	418.72
4 Yard Frontload	Four	558.30
4 Yard Frontload	Five	697.86
4 Yard Frontload	Six	837.44
4 Yard Frontload	Seven	977.02

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting units	Weekly Pick ups	Monthly Charge
5 Yard Frontload	One	152.23
5 Yard Frontload	Two	304.46
5 Yard Frontload	Three	456.70
5 Yard Frontload	Four	608.93
5 Yard Frontload	Five	761.16
5 Yard Frontload	Six	913.40
5 Yard Frontload	Seven	1065.63
6 Yard Frontload	One	162.80
6 Yard Frontload	Two	325.60
6 Yard Frontload	Three	488.40
6 Yard Frontload	Four	651.20
6 Yard Frontload	Five	814.00
6 Yard Frontload	Six	976.80
6 Yard Frontload	Seven	1139.60
8 Yard Frontload	One	186.03
8 Yard Frontload	Two	372.06
8 Yard Frontload	Three	558.09
8 Yard Frontload	Four	744.12
8 Yard Frontload	Five	930.14
8 Yard Frontload	Six	1116.17
8 Yard Frontload	Seven	1302.21

CONTAINERIZED (COMPACTED)		
Compacting units	Weekly Pick ups	Monthly Charge
2 Yard Frontload	One	162.80
2 Yard Frontload	Two	325.60
2 Yard Frontload	Three	488.40
2 Yard Frontload	Four	651.20
2 Yard Frontload	Five	814.00
2 Yard Frontload	Six	976.80
2 Yard Frontload	Seven	1139.60
3 Yard Frontload	One	197.64
3 Yard Frontload	Two	395.29
3 Yard Frontload	Three	592.93
3 Yard Frontload	Four	790.57
3 Yard Frontload	Five	988.21
3 Yard Frontload	Six	1185.86
3 Yard Frontload	Seven	1383.50
4 Yard Frontload	One	232.48
4 Yard Frontload	Two	464.97
4 Yard Frontload	Three	697.45
4 Yard Frontload	Four	929.94
4 Yard Frontload	Five	1162.42
4 Yard Frontload	Six	1394.91
4 Yard Frontload	Seven	1627.40

CONTAINERIZED (COMPACTED)		
Compacting units	Weekly Pick ups	Monthly Charge
5 Yard Frontload	One	273.40
5 Yard Frontload	Two	546.80
5 Yard Frontload	Three	820.20
5 Yard Frontload	Four	1093.60
5 Yard Frontload	Five	1367.00
5 Yard Frontload	Six	1640.41
5 Yard Frontload	Seven	1913.82
6 Yard Frontload	One	302.17
6 Yard Frontload	Two	604.34
6 Yard Frontload	Three	906.51
6 Yard Frontload	Four	1208.68
6 Yard Frontload	Five	1510.85
6 Yard Frontload	Six	1813.01
6 Yard Frontload	Seven	2115.18
8 Yard Frontload	One	371.85
8 Yard Frontload	Two	743.71
8 Yard Frontload	Three	1115.56
8 Yard Frontload	Four	1487.41
8 Yard Frontload	Five	1859.27
8 Yard Frontload	Six	2231.12
8 Yard Frontload	Seven	2602.97

Roll off Container per Pull Charge:

20 Yard
30 Yard
40 yard
Compactors

\$ 298.50
\$ 298.50
\$ 298.50
\$ 325.00

Roll Off /Compactor rental or lease fees monthly:

10 yard
20 Yard
30 Yard
40 Yard

\$ 475.00
\$ 475.00
\$ 475.00
\$ 475.00

Delivery Charges for all Roll off Type Containers:

\$ 200.00 Per Delivery

Additional Charges for Commercial Containers:

Wheels on containers \$50.00 EACH
Locking Bars and/or Locks \$75.00 EACH



TAB 6

SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL	
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org			
PHONE: 386-626-7078	RFP-22-03	SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED	
RFP TITLE: SOLID WASTE & RECYCLE COLLECTION SERVICES		SUBMITTAL DEADLINE: June 2, 2022 @ 2:00 P.M.	
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: May 17, 2022 at 2:00 p.m. located at 1102 S Garfield Ave., Carl Williamson Conference Room, DeLand, FL 32724.		PROPOSAL BOND REQUIRED: 5%	
RESPONDENT NAME: GFL Solid Waste Southeast, LLC		FEDERAL ID # OR SOCIAL SECURITY #: 85-2657024	
MAILING ADDRESS: 1378 S. Volusia Avenue Ste. A		TELEPHONE #: 386-774-6162	
CITY – STATE – ZIP: Orange City, FL 32763		FAX #: N/A	
X  AUTHORIZED SIGNATURE		EMAIL: todd.strong@gflenv.com	
Printed Name Todd Strong		Title Regional Vice President	
		Date June 1st, 2022	
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.			
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE			
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****			

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to

SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. 1 Dated 5-10-22 / Add. No. 3 Dated 5-25-22
Add. No. 2 Dated 5-16-22 / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-22-03/Solid Waste & Recycle Collection Services.

VENDOR NAME GFL Solid Waste Southeast, LLC

ADDRESS 1378 S. Volusia Ave. Ste. A Orange City, FL 32763

AUTHORIZED

SIGNATURE _____



PRINTED

SIGNATURE Todd Strong DATE June 1st, 2022

TELEPHONE# 904-424-5146 FAX # N/A

EMAIL: todd.strong@gflenv.com

Tab 6 – Required Proposal Forms:

Statement of Litigation

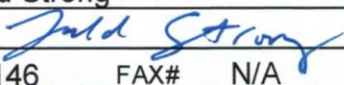
GFL Solid Waste Southeast, LLC ("GFL"), as would be the case with any large commercial company is engaged in various and sundry types of litigation in the ordinary course. These would include proceedings wherein the company is seeking administrative permits, delinquent customer account recovery & contract collection matters, defense of public eminent domain proceedings, vehicle insurance defense liability, general commercial litigation, or unemployment compensation proceedings that GFL believes have no bearing upon its' qualifications or ability to faithfully perform public contracts of the type and scope of the transaction contemplated by this RFP. GFL has not been party to any litigation wherein its performance or non-performance of a public contract, such as the one which is the subject matter of the instant RFP has been at issue. If you require further information relative to GFL's excellent performance record with respect to public contracts GFL will be pleased to provide it upon request.

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

- Ref #1. Customer/Client: Alachua County BOCC, FL
Date of Services: 10-1-2009 to current
Description of Services: Residential curbside solid waste collection to approx. 24,000 residents.
Street Address: 12 SE 1st Street
City, State, ZIP Code: Gainesville, FL 32601
Telephone #: 352-374-5210 Fax #: _____
Contact Person: Gus Olmos Email: gus@alachuacounty.us
-
- Ref #2. Customer/Client: Brunswick County BOCC, NC
Date of Services: 10-1-1998 to current
Description of Services: Residential curbside solid waste collection to approx. 101,000 residents.
Street Address: 30 Government Dr. NE
City, State, ZIP Code: Bolivia, NC 28422
Telephone #: 800-442-7033 Fax #: _____
Contact Person: Stephanie Lewis Email: stephanie.lewis@brunswickcountync.gov
-
- Ref #3. Customer/Client: City of Orange City, FL
Date of Services: 10-1-2015 to current
Description of Services: Residential curbside solid waste collection to approx. 2,800 residents and 800+ commercial/multifamily units.
Street Address: 205 East Graves Avenue
City, State, ZIP Code: Orange City, FL 32763
Telephone #: 386-775-5430 Fax #: _____
Contact Person: Christine Davis Email: cdavis@orangecityfl.gov
-
- Ref #4. Customer/Client: City of Atlantic Beach, FL
Date of Services: 8-1-2021 to current
Description of Services: Residential curbside solid waste collection to approx. 5,200 residents and 370+ commercial/multifamily units.
Street Address: 800 Seminole Rd.
City, State, ZIP Code: Atlantic Beach, FL 32233
Telephone #: 904-247-5800 Fax #: _____
Contact Person: Shane Corbin Email: scorbin@coab.us
-
- Ref #5. Customer/Client: City of Lake Butler, FL
Date of Services: 6-1-2016 to current
Description of Services: Residential curbside solid waste collection to approx. 850 residents and 100+ commercial/multifamily units.
Street Address: 200 S.W. 1st Street
City, State, ZIP Code: Lake Butler, FL 32054
Telephone #: 386-496-3401 Fax #: _____
Contact Person: Dale Walker Email: dwalker@cityoflakebutler.com
-

CONTRACTOR NAME GFL Solid Waste Southeast, LLC
ADDRESS 1378 S. Volusia Ave. Ste. A Orange City, FL 32763
PRINTED SIGNATURE Todd Strong
AUTHORIZED SIGNATURE 
TELEPHONE # 904-424-5146 FAX# N/A DATE June 1st, 2022
EMAIL: todd.strong@gflenv.com

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF Deland

BEFORE ME, the undersigned authority, personally appeared

Todd Strong, who, being by me first duly sworn, made the following statement:

1. The Business address of 1378 S. Volusia Ave. Ste. A Orange City, FL 32763 (name of bidder or Contractor) is GFL Solid Waste Southeast, LLC.
2. My relationship to GFL Solid Waste Southeast, LLC (name of bidder or Contractor) is Regional Vice President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. GFL Solid Waste Southeast, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. GFL Solid Waste Southeast, LLC (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. GFL Solid Waste Southeast, LLC (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.



Signature

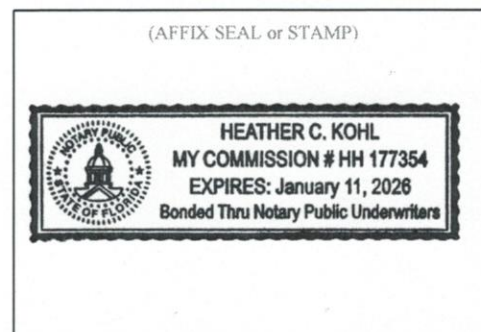
Sworn to and subscribed before me in the state and City first mentioned above on the
15th day of June, 20 22.



Notary Public

My commission expires:

1/11/2026

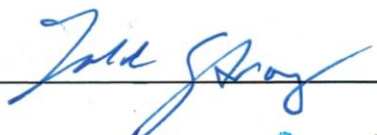


PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____



Date: June 1st, 2022

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

GFL Solid Waste Southeast, LLC
Company

Todd Strong
Authorized Signature

Todd Strong - Regional Vice President
Printed Name & Title

todd.strong@gflenv.com
Email

1378 S. Volusia Ave. Ste. A
Address

Orange City, FL 32763
City, State, Zip Code

904-424-5146
Telephone No.

N/A
Fax No.

State of Florida)
City of Deland)

SUBSCRIBED AND SWORN to before me this 1st day of June, 2022, by

Todd Strong, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public



My Commission Expires: 1/11/26

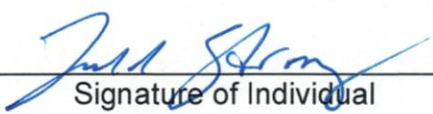
NON-COLLUSION AFFIDAVIT

State of Florida)

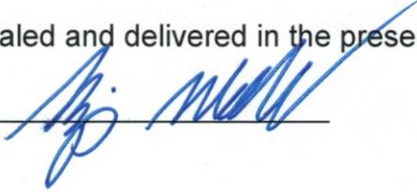
City of Deland)

Todd Strong being first duly sworn, deposes and says that:

- (1) He/she is the Representative, (Owner, Partner, Officer, Representative or Agent) of GFL Solid Waste Southeast, LLC, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: 
Signature of Individual
Todd Strong
Printed Name of Individual
Regional Vice President
Title of Individual

Signed, sealed and delivered in the presence of:

Witness 

Witness 

State of Florida

County of Volusia

The foregoing instrument was acknowledged before me this 18th day of June, 2022 by Todd Strong, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Heather C. Kohl

NOTARY PUBLIC



(Name of Notary Public: Print, Stamp, or Type as Commissioned)

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

GFL Solid Waste Southeast, LLC

Business Name

RFP-22-03 Solid Waste and Recycling Collection Services

Bid Number and Name


Authorized Representative's Signature

June 1st, 2022

Date

Todd Strong

Name

Regional Vice President

Position



May 2, 2022

GFL Environmental
Attn: Mr. Skip McCall
12030 Eagle Point Ct.
Leesburg, FL 34788

Project: City of DeLand

Bid Date: June 2, 2022

Dear Mr. McCall,

Attached is the bid bond for the above captioned bid. Please review the bond form to verify all information is correct and contact me if any revisions are needed. If all information is correct, please have the bid bond signed, witnessed and corporate seal affixed, if applicable, to complete the execution of the bid bond.

This bond is issued with the mutual understanding that, if GFL Solid Waste Southeast LLC is awarded this contract, an annually renewable performance bond will be provided for the contract.

We would appreciate receiving bid results on this project just as soon as it is released.

If you have any questions or problems, please contact us.

Good luck on this bid.

Sincerely,

A handwritten signature in blue ink, reading 'Nicole M. Colley', is written over the typed name.

Nicole M. Colley
Account Coordinator

NFP Corporate Services (SE), Inc., dba NFP Property & Casualty
1901 Roxborough Road | Suite 300 | Charlotte, NC 28211
P: [704.523.4222](tel:704.523.4222) | F: [704.523.0024](tel:704.523.0024) | www.nfp.com/SE

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

GFL Solid Waste Southeast LLC

(CONTRACTOR)

1263 W. Landstreet Rd.

(PRINCIPAL CONTRACTOR ADDRESS)

Orlando, FL 32824

(PRINCIPAL CONTRACTOR ADDRESS 2)

407-843-7990

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Harco National Insurance Company

(SURETY)

702 Oberlin Road

(SURETY ADDRESS)

Raleigh, North Carolina 27605

(SURETY ADDRESS 2)

704-288-3518

(TELEPHONE NUMBER)

NAIC # is 26433

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Illinois and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand Commissioners, (hereinafter called "Obligee"), in the penal sum of

Five Percent of the Annual Contract Value _____ Dollars and no cents (\$ 5%),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that,

WHEREAS the Principal has submitted a bid to the Obligee on a contract for « SOLID WASTE & RECYCLE COLLECTION SERVICES », RFP No. « RFP-22-03 » in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this 2nd day of June, 2022, all pursuant to due authorization.

GFL Solid Waste Southeast LLC

(Seal)

Principal

By

Surety Harco National Insurance Company

By

As Attorney-in-Fact (Attach Power of Attorney) Nicole M. Colley

STATE OF North Carolina)

COUNTY OF Mecklenburg) S.S.

I, Bonnie T. Atnip, a Notary Public in and for the State and City aforesaid, do hereby certify that Nicole M. Colley, and Not Applicable, whose names are signed to the foregoing bond, this day personally appeared before me in my State and City aforesaid and acknowledged the same. Given under my hand and seal this 2nd day of June, 2022.

Bonnie T. Atnip

NAME OF NOTARY PUBLIC (PRINTED)

Bonnie T. Atnip
SIGNATURE OF NOTARY PUBLIC

NC
STATE

201423800084

COMMISSION NUMBER

MY COMMISSION EXPIRES: August 21, 2024

(AFFIX SEAL or STAMP)

BONNIE T. ATNIP
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Aug. 21, 2024

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Bid Bond

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

BONNIE T. ATNIP, NICOLE M. COLLEY, PAMELA F. BRADSHAW, BRADLEY D. CORKWELL, TAMMY M. LAUB, ARTHUR L. COLLEY

Charlotte, NC

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

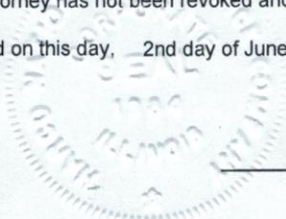
Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 2nd day of June, 2022

A01997



Irene Martins, Assistant Secretary



TAB 7

Tab 7 – Additional Services

Vision Software Technology:

Please see the Vision Technology Software included within this section. GFL will be utilizing Vision as a Customer Service Platform for the City of Deland Contract. GFL is excited to introduce Vision which will allow for enhanced customer service!

Vale Added Benefits:

GFL is excited with the opportunity to continue servicing the City of Deland's resident and commercial businesses. GFL has enjoyed our public / private partnership and looks forward to continuing sponsoring the following events throughout the year and contract term.

- Deland's Mayor Golf Event
- MLK Event
- July 4th Fireworks
- The Bridge Homeless Shelter
- Annual Christmas Lights



vision

A Comprehensive Web Based Solution



**service
verification**



**work order
+inventory**

GFL – Deland, FL

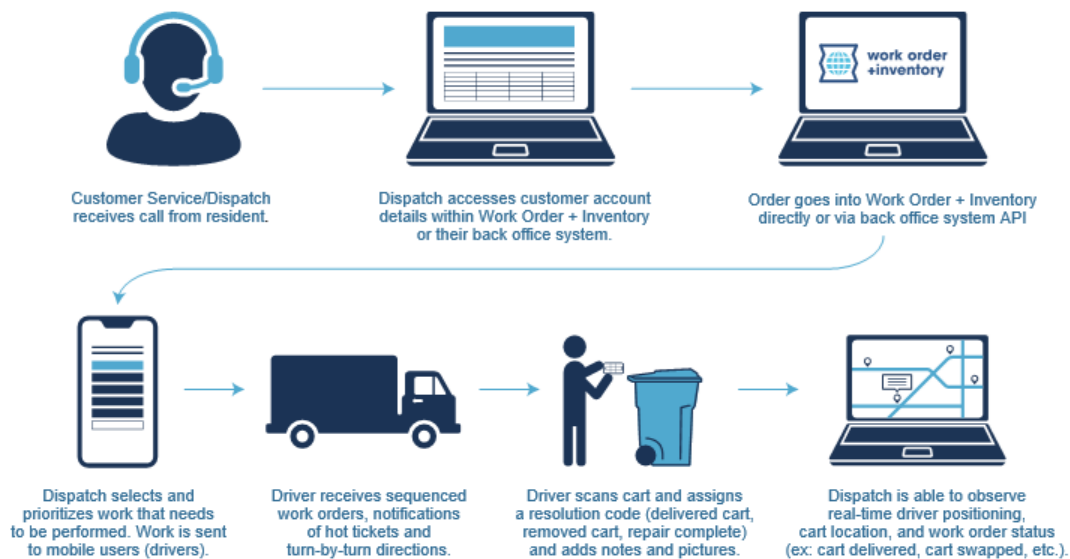


Rehrig Pacific's Vision Software Suite is a web-based software designed to provide actionable business intelligence and improve workflow in the Waste Industry. Since 2006, Rehrig Pacific has implemented Vision technology solutions to customers across North and South America, and the Caribbean. Vision is customizable based on the customers' needs, with the ability to generate Application Programming Interfaces (API) for back office data sharing.

Work Order & Inventory Application

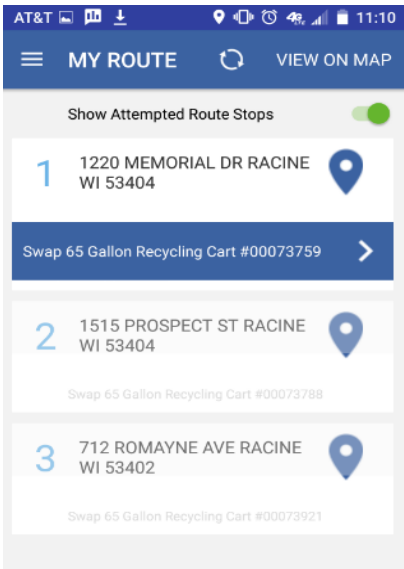


How it Works

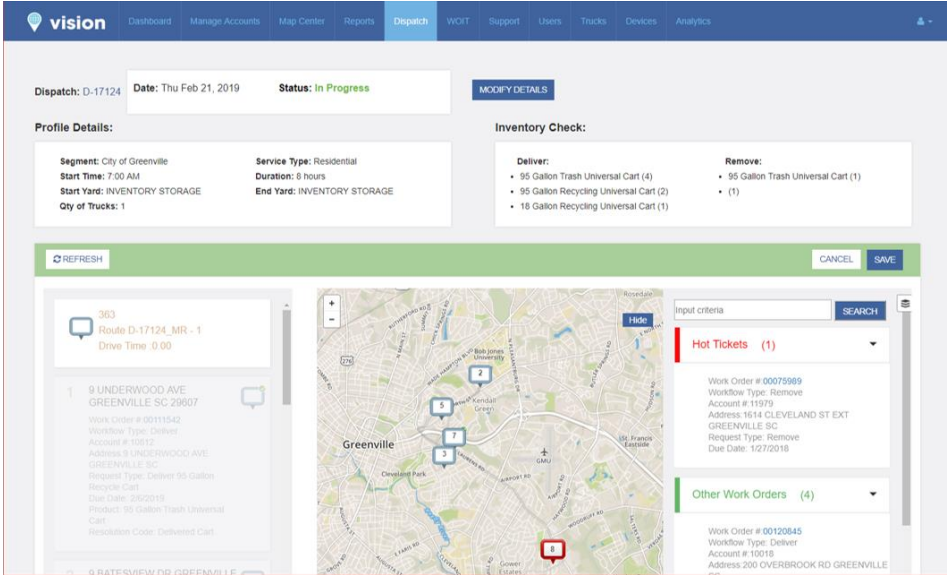


Used for Residential, Commercial, and Industrial Asset (Non-Mobile) Tracking. A vital component to any technology program for tracking assets is creating and maintaining an accurate database. Rehrig's Work Order and Inventory application manages all asset transactions through a mobile application (which can be accessed from any customer provided Apple or Android device – picture below left) and desktop application (also pictured below right). The platform encompasses work order process flows as well as inventory monitoring of all asset types. Also included is a complete Dispatch program which allows for container asset maintenance route creation, optimization of stops, dynamic real time dispatching, and an interactive mapping layer. The maintenance driver experience includes pre-route loading requirements, optimized turn by turn directions, and

real time completion of work orders in the field. The driver and desktop solution combined automates the process for assigning assets to billable accounts, adjusting inventory availability (in yard), assigning LAT/LONG to service locations and closing out work orders in the system. Desktop users have access to all standard reports as well as customizable dashboards/widgets with notification alerts and interactive real time mapping center.

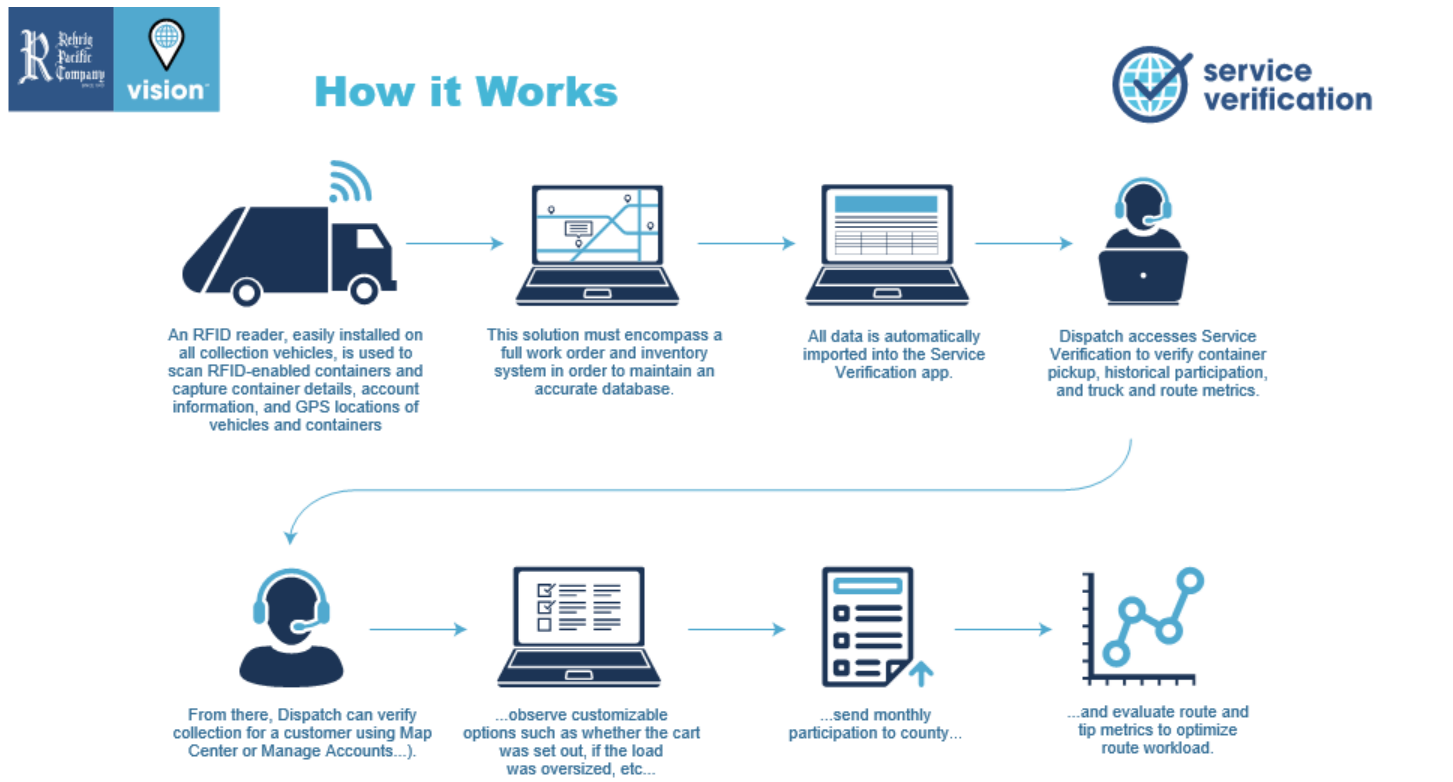


Driver Route Screen



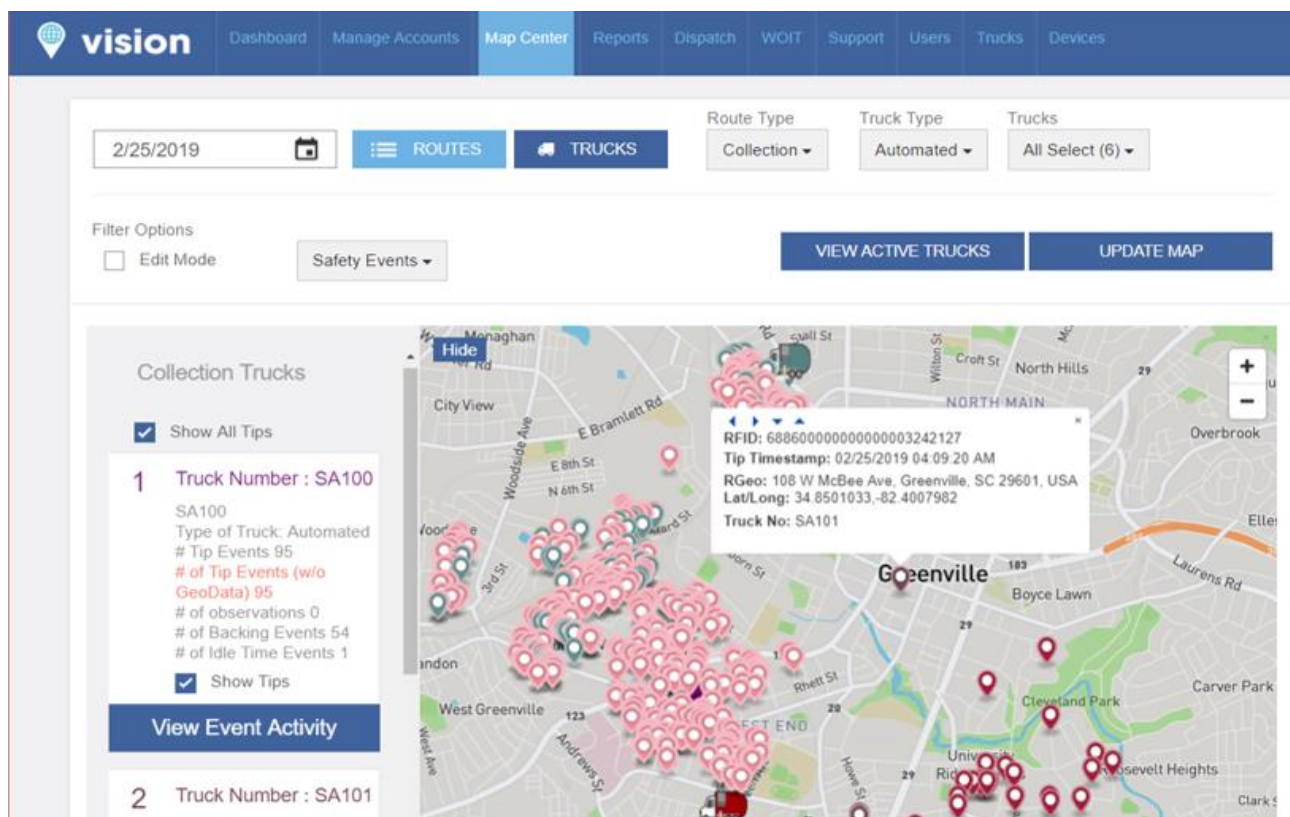
Work Order Dispatch Screen

Service and Visual Verification



Rehrig Pacific created a simplistic approach, with minimal human interaction, to successfully track your assets and verify service completion. Our advanced technology, offers a solid platform to **build** an accurate database and actively **maintain** it through its robust software. Rehrig's technology offering provides the ability to achieve its goals by implementing a program designed to promote better visibility of container assets and track service verification. Service Verification reporting and Big Data Analytics delivers insights to increase operational efficiency, landfill diversion, and recycling participation.

Rehrig Pacific's Ultra-High Frequency (UHF) RFID hardware and Vision software can be installed on any type of collection truck available, including commercial, front and rear load, Currotto cans, semi-automated rear load, semi-automated side load, and/or fully automated collection vehicles. These systems allow the vehicle to read RFID enabled containers during collection and then communicate data in real time to our web-based software for reporting. Optional three button Observation Panels can also provide an easy and simple way for drivers to capture additional vital visual data while on their route. The panels three buttons can be configured to record data to support your operations; e.g. "container blocked", "container not out", "extra tip", etc. With RFID and camera enabled trucks and containers, it is easy to proactively track lost or stolen containers, determine residential or commercial participation/collection verification and thus efficiently manage routes, collection programs, and targeted education programs.

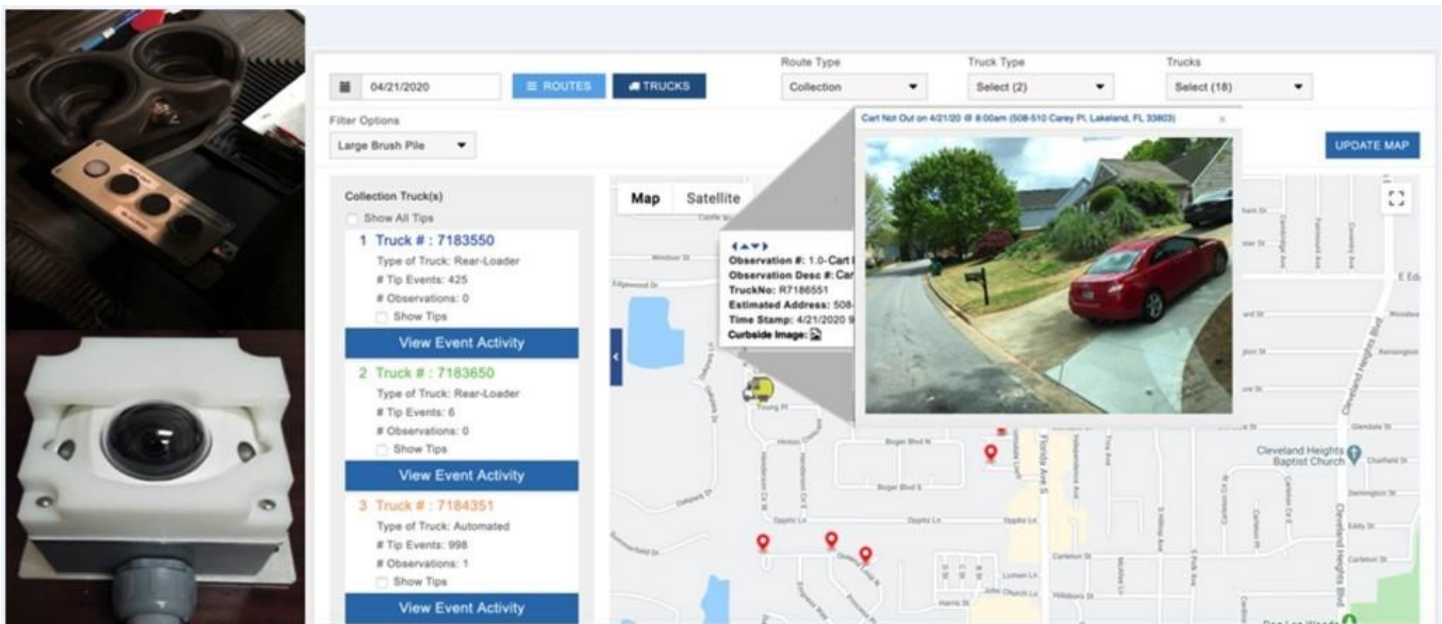


Desktop Map View

Visual Service Verification

Vision's Visual Service Verification leverages the RFID reader, camera, and observation panel to capture a picture of each tipped asset and collection exceptions and attach it as an event. Each picture is accessible through Vision's desktop portal and can be accessed through the Map Center and Tip History Report. Because each tip and collection exception is tied to an Asset serial number or observation, there is no need to scroll through hours of footage or remove camera sim cards to extract video and pictures. Each picture is stored in the cloud and is a few clicks away.

- Easily identify contaminated refuse and recycling events
- Visually verify collection events with paired RFID capture
- Verify Cart Not Out and customer service complaints from residents
- Use for Collection Compliance Audits
- Download Picture to share



Rehrig Pacific's RFID Reader and Camera System

The Rehrig Pacific RFID Reader has simplified the use of RFID technology within the waste and recycling industry. Typical industry challenges such as down equipment/vehicles can cause the loss of valuable data due to the inflexibility of moving RFID systems from one truck to another. However, the Rehrig Pacific RFID Reader provides the flexibility our industry requires by being easily moved from one collection vehicle to another, or quickly installed on a spare vehicle. This flexibility allows our customers to always have an operating RFID system to capture valuable collection and GPS data for their programs when unexpected vehicle maintenance occurs. To date, Rehrig currently has 500+ RFID Readers actively deployed at 50+ customer locations.



The Rehrig Pacific RFID Reader incorporates all operating components such as a Patch Antenna (1 or 2 depending on application), GPS Module, and Cellular Modem all packaged into one easy to install solution.

Rehrig RFID Reader

Installation: Under Rehrig Pacific guidance, customer will provide all labor, tools and equipment required to install the two-camera system and connect to the RFID Reader on your collection vehicles (unless otherwise agreed upon). Rehrig Pacific will provide the necessary mounting brackets and specifications for mounting the cameras. Cameras will connect to a central power junction box to be mounted in proximity of the RFID reader. The power junction box will plug directly into the RFID reader through a CAN connection. Any excess cabling after installation should be secured to protect from debris. Rehrig Pacific will provide all necessary parts and ancillary items required for this installation.



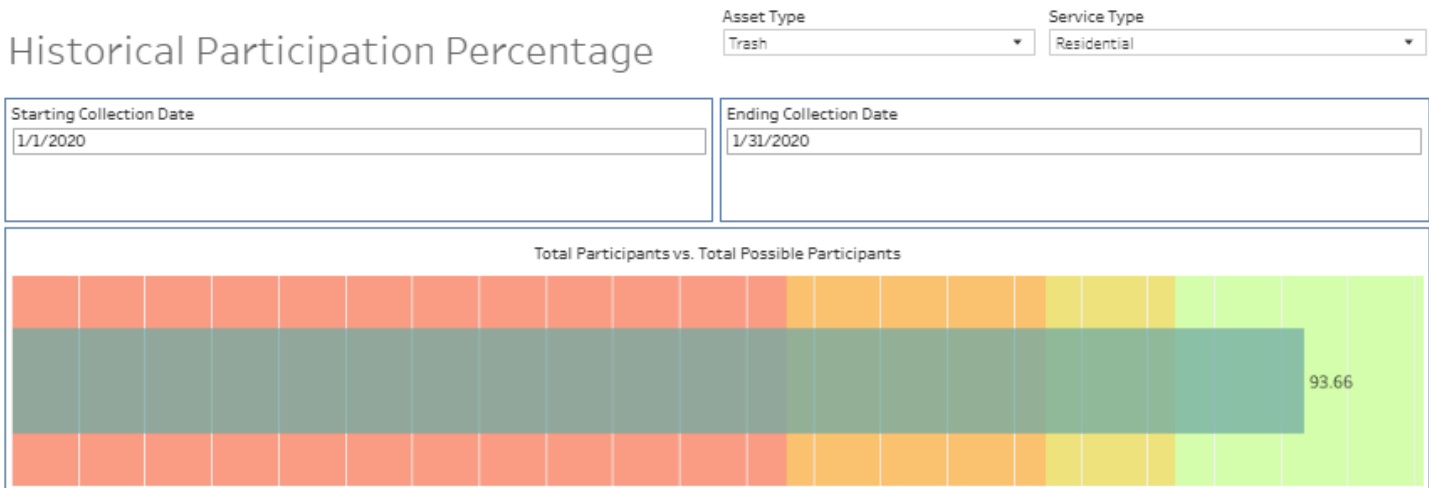
Performance: The Rehrig Pacific RFID Reader connected cameras will be configured to read the UHF RFID tags on all containers targeted for data collection and observation events triggered inside the cab of the vehicle. The image produced for the tip capture will include time stamp, reader number, and cart serial number, and account address. The image produced for observation events Data collected will include the container ID being collected, the serial number, route, the date and time of the collection event, and the latitude and longitude of the truck at the time the container was collected. Both cameras come equipped with 180 degree lens and protective housing.

Data Management: The Cameras will be capturing photos of tips and observations through the collection day. Observation and Tip photos will be automatically imported into Vision to be accessed through the Map Center. Tip images are also available in Manage Accounts under Tip History of each Asset. Cellular data used by each reader/camera system will be dependent on the amount of observations and tip requests.

Big Data Analytics

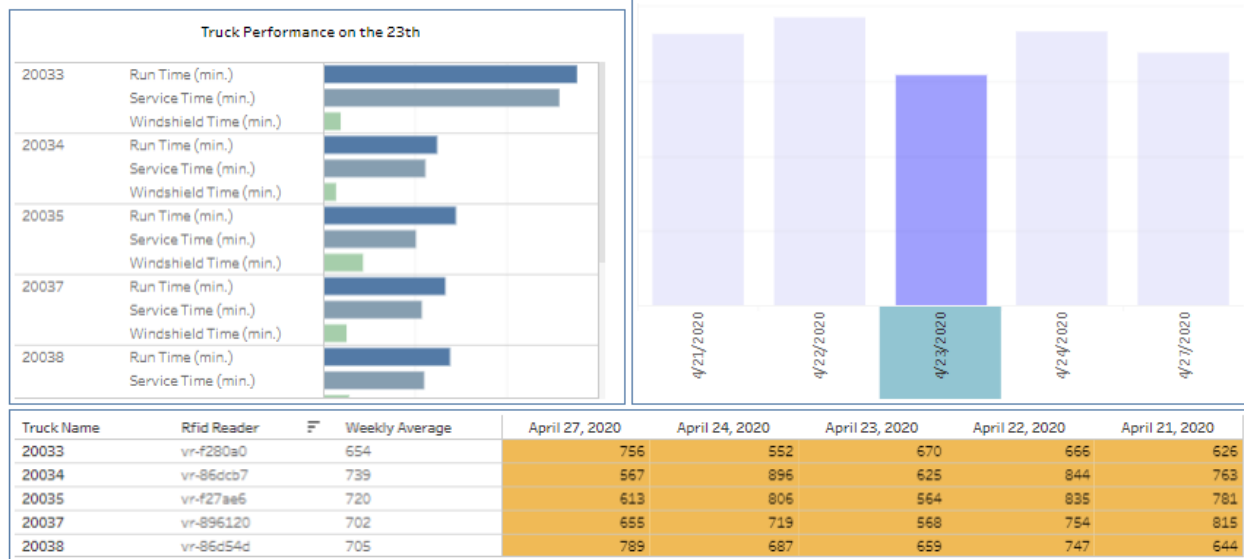
Big Data Analytics is a new reporting feature designed to give our customers an interactive view into their collection, work order, and inventory data. Each report has the ability to drill down into specific data sets with just a few clicks to display the information most valuable to your waste and recycling management programs.

The reports in the collections folder aggregates your cart tip information to report on participation, set out-rates, and exception observations. These reports are helpful to identify your residents or customers that are involved in recycling, and target ones that need more recycling literature.



Truck Metrics will show you the total tips by truck on a specified date and display the collection time of each truck. Use this report to make decisions on route balance, truck usage, and check in on the health of your RFID readers.

Truck Metrics



Customer Service/Support

Live Administrative and IT support will be available from 8AM – 5PM Central time. A Rehrig Technical Project Manager, Support Analyst, and Rehrig’s Technical Support Portal will be accessible after project go-live. Access to open and closed work orders, collection data, and other program related reports are available 24/7 by logging onto the Vision website.

Service and Support

Phone Support for Software & Hardware - will be provided during normal business hours from 8 AM to 5 PM CST to answer any questions regarding the software and/or hardware. Rehrig Pacific Support Personnel have the capabilities to remotely connect to Vision, and the RFID Reader data, for the purposes of diagnostic analysis, configuration management, system performance monitoring, and problem resolution management. (Most, if not all, customer concerns will be addressed this way.)

Rehrig Support Center – Create a support ticket, access to self-help articles including login, reports, common FAQ’s.

Software – Create a support ticket through Rehrig Support Center or contact the Support Analyst for questions or issues regarding login, help with reports, or software related trouble shooting instructions.

Hardware – contact the Technical Project Manager for questions or issues related to equipment (e.g. RFID Readers), its installation, and/or operation.

2. “On-Site” Technical Support - For cases that require a Technical Project Manager to be on-site after system implementation. These visits can include assistance in hardware installation, additional training, etc. (Fees associated with this service are based on the [Annual Service Level Agreement](#) determined in the contract; and, is attached for your information.)

3. Data Configuration (“Off-Site”) - In the event data configuration is required (i.e. capability not provided in Vision “out-of-the-box”), Rehrig will scope the enhancement for time and materials to provide a quote for the service.

Rehrig Pacific Technical Support		
Website	Phone	Email
http://support.rehrigpacific.com	(866)-742-8232	cfs@rehrig.atlassian.net









SUBMIT TO: CITY OF DELAND FINANCE DEPT., 2 ND FLOOR PURCHASING COORDINATOR 120 SOUTH FLORIDA AVENUE DELAND, FLORIDA 32720		REQUEST FOR PROPOSAL
CONTACT: Corey McMillen mcmillenc@deland.org purchasing@deland.org		
PHONE: 386-626-7078	RFP-22-03	<i>SUBMITTALS RECEIVED AFTER SPECIFIED DATE AND TIME WILL NOT BE CONSIDERED</i>
RFP TITLE: SOLID WASTE & RECYCLE COLLECTION SERVICES		SUBMITTAL DEADLINE: June 2, 2022 @ 2:00 P.M.
PRE-PROPOSAL CONFERENCE DATE, TIME AND LOCATION: May 17, 2022 at 2:00 p.m. located at 1102 S Garfield Ave., Carl Williamson Conference, DeLand, FL 32724.		PROPOSAL BOND REQUIRED: 5%
RESPONDENT NAME:		FEDERAL ID # OR SOCIAL SECURITY #:
MAILING ADDRESS:		TELEPHONE #:
CITY – STATE – ZIP:		FAX #:
X		EMAIL:
<i>AUTHORIZED SIGNATURE</i>		Title
Printed Name		Date
By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the City of DeLand all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the City of DeLand. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.		
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE		
GENERAL CONDITIONS AND INSTRUCTIONS ****PLEASE READ CAREFULLY****		

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation numbers, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the receptionist located on the 2nd floor of City Hall prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the City. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable

ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. **OPENING:** Pursuant to Section 119.071(1)(b) Florida Statutes no further information regarding proposals submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.
4. **PUBLIC RECORD:** The City of DeLand, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.
5. **TABULATION:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
6. **CLARIFICATION/CORRECTION OF ENTRY:** The City of DeLand reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the City of DeLand in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response. Failure to acknowledge addenda may result in the offer not being considered.
8. **INCURRED EXPENSES:** This invitation does not commit the City to make an award nor shall the City be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.
9. **PRICING:** This section intentionally left blank but the paragraph and heading has been preserved to maintain numbering.
10. **ADDITIONAL TERMS & CONDITIONS:** The City of DeLand reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
11. **TAXES:** The City of DeLand is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8013842706C-2.
12. **DISCOUNTS:** All discounts, except those for prompt payment, shall be considered in determining the lowest net cost for evaluation purposes.
13. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
14. **SAMPLES:** When required, samples of products shall be furnished with response to the City at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS:** Any agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the City of DeLand, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.
17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the City.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the 'GENERAL CONDITIONS AND INSTRUCTIONS'.
19. **LIABILITY:** The supplier/provider shall hold and save the City of DeLand, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the supplier/provider.

20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the City of DeLand, its officers, agents and employees, from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the City of DeLand. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified, suppliers/providers may be required at the convenience of and at no expense to the City to provide training to City personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use hereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City of DeLand by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the City may require, the City reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof, on a geographical basis and/or on a Citywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s), made as a result of this invitation, shall conform to applicable ordinances of the City of DeLand, Florida.
26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the offeror/bidder being disqualified from doing business with the City for a period of time to be determined on a case-by-case basis.
27. **UNIT PRICING:** For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matters; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
28. **INSURANCE:** Vendor/Contractor shall defend, indemnify and hold harmless the City of DeLand from and against any and all liability, losses, damages, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and costs of actions (including attorneys' fees), of whatsoever kind or nature arising out of or in any way arising out of the agreement or any act or omission of Vendor/Contractor or its agents, servants, employees, independent contractors, customers, patrons or invitees, unless such claims are as a result of the City's sole negligence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, a comprehensive public liability insurance policy issued by a responsible insurance company, and in a form acceptable to the City, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. coverage limits of not less than \$1,000,000 for bodily injury to or death to one or more person(s), and \$1,000,000 for damage to any property, or a combined single limit of \$2,000,000 for any

occurrence of bodily injury to persons or damage to property, which insurance shall be issued on the occurrence basis. This policy shall name the City of DeLand as additionally insured.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract an automobile liability coverage policy with a minimum of a \$1,000,000 combined single limit per occurrence.

The Vendor/Contractor shall secure and maintain, at its own expense at all times during the term of this contract, Worker's Compensation and Employer's Liability Insurance covering all the persons employed by the Vendor/Contractor in connection with this contract. Worker's Compensation shall be the Statutory Limits.

The Vendor/Contractor shall not commence work under this contract until he has obtained all insurance required and submitted proof thereof to the City's Risk Manager for approval. Certificates shall provide for thirty (30) day cancellation notice to the City. Referenced Certificate to be mailed to Risk Manager, City of DeLand, 120 South Florida Avenue, DeLand, Florida, 32720-5481.

The Vendor/Contractor shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirement for insurance contained herein.

Vendor/Contractor agrees that the City of DeLand will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the City's Risk Manager.

If the contract negotiated as a result of this RFP has different insurance requirements, the insurance requirements in such contract shall control.

29. **DEFINITIONS:**

CITY – The term "City" herein refers to the City of DeLand, Florida, and its duly authorized representatives.

OFFEROR - The term "offeror" used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the City in response to this invitation.

BIDDER – The term "bidder" used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

30. **PUBLIC ENTITY CRIMES INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
31. **PERMITS:** Contractor shall be responsible for payment of all applicable permit fees.
32. **PAYMENT:** Payment will be made in accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).
33. **BONDING:** See Section 13 of Draft Contract (Exhibit A)
34. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles. The City's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year.
35. **E-VERIFY:** In accordance with Florida State Law, Executive Order 11-116, any vendor or company that the City enters into contract with, or issues a purchase order, must utilize the E-Verify system.
36. **INCONSISTENT TERMS IN RESULTING CONTRACT:** In the event that the terms of any contract ultimately negotiated as a result of this RFP vary from any provision of this RFP, the terms of such contract shall control over the terms set forth in this RFP.

THE CITY OF DELAND RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03
SPECIAL CONDITIONS

1. INTRODUCTION/PURPOSE:

The purpose of this Request for Proposals (RFP) is to select a qualified waste and recycling hauler (Contractor), via an exclusive franchise agreement (Contract), to provide solid waste, single stream recycling, bulk waste, white goods and yard waste collection services to residential properties and solid waste collection services to commercial properties in the City of DeLand (City).

2. CONTRACT PERIOD:

The Contract will be for a period of seven years commencing on October 1, 2022, with the option to extend the Contract for one additional three-year term upon mutual agreement of both parties. Based on the response to this RFP, the Selection Committee will recommend to the City Commission a Contractor to provide the services contemplated by this RFP.

3. BACKGROUND:

The City will grant the Contractor exclusive franchise rights to provide solid waste, yard waste and recycling collection services to all single-family and multi-family residential customers in the City for the term of the Contract. The City will grant the Contractor exclusive franchise rights to provide solid waste collection service to all commercial customers in the City for the term of the Contract. This shall include front load containers, and compactors. Construction and demolition debris collection service is an authorized service, but will not be part of the Contract nor will an exclusive franchise be granted for this service. The City proposes to continue its current practice of billing single-family residential and multi-family residential accounts, with the Contractor billing all commercial accounts.

The City has prepared a draft Contract (Exhibit A) that defines the proposed scope of services, performance standards, term, compensation mechanism, insurance requirements, and other contractual requirements. Proposals are being solicited from qualified companies. Proposals must be submitted in accordance with guidelines presented in the draft Contract and RFP and must, at a minimum, include the scope of services outlined.

4. CURRENT SERVICES:

The current Contract is for collection and transportation of residential municipal solid waste, yard waste, recyclables, and commercial solid waste.

Currently, residential solid waste collection services are provided once (1) per week, recycling collection services are provided once (1) per week, yard waste collection services are provided once (1) per week, and bulk waste collection services are provided on-call excluding Saturday & Sunday. Commercial collection services are provided six days a week excluding Sunday.

Currently, residential recyclables are collected once a week in a small bin co-mingled, single stream cart. The carts are provided by the Contractor at no additional cost and owned by the City.

5. **PROPOSAL SUBMITTAL:**

One original proposal and five duplicate proposals must be submitted no later than 3:00 P.M. local time on June 2, 2022 @ 2:00 P.M. Three (3) paper copies, with the original marked "Original" must be provided, and must be accompanied by an equivalent electronic PDF file on a compact disc (CD) or universal serial bus drive (USB). Proposals should be printed double-sided on paper with at least 35 percent post-consumer recycled content. Sealed proposals must be clearly marked as follows:

"RFP-22-03, Solid Waste & Recycle Collection Services" and returned to:

Purchasing Coordinator
DeLand City Hall, 2nd Floor
120 S. Florida Ave.
DeLand, FL 32720

All proposals received on or before the due date and time will be opened after 2:00 P.M. local time on June 2, 2022, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1)(b)2, Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to the Purchasing Coordinator on the second (2nd) floor at the above address. **Firms submitting proposals are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Coordinator. Delivery via the USPS is at the Contractor's risk. To be considered, a proposal must be accepted by the Purchasing Coordinator no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach the Purchasing Coordinator in time.

6. **MANDATORY PRE-PROPOSAL MEETING DATE AND TIME:**

A mandatory pre-proposal meeting will be held on May 17, 2022 at 2:00 p.m. located at 1102 S Garfield Ave., Carl Williamson Conference, DeLand, FL 32724.

☒ **Mandatory** ☐ **Non-Mandatory**

7. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Corey McMillen, Purchasing Coordinator at (386)-626-7078, or by email at mcmillenc@deland.org or purchasing@deland.org. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through the Purchasing Coordinator. No interpretation of the meaning of a proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any firm submitting a proposal orally. Every request for an interpretation of this RFP must be in writing addressed to the Purchasing Coordinator at 120 S. Florida Ave., 2nd Floor, DeLand, FL 32720, or emailed to the attention of Corey McMillen at mcmillenc@deland.org or purchasing@deland.org. To be given consideration, such requests must be received in writing no later than five (5) business days prior to the date for opening of the proposals. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Purchasing Coordinator in writing shall be binding.

Any addenda will be transmitted by written addendum through the Purchasing Coordinator and posted to the DemandStar website <http://www.demandstar.com>. The City will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a proposal to verify receipt of all documents to include written addenda.

Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and the committee may conduct interviews from short-listed firms. The Selection Committee will make recommendations to the DeLand City Commission, which has the sole authority to rank the firms and ultimately to make the final determination to award, revise, or reject a contract with the selected firm.

The City will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Rights to Submitting Material: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of the City of Deland.

Contract Negotiation: The City at its sole discretion, reserves the right to enter into contract negotiations with the highest ranked, responsive, responsible firm. If the City and said firm cannot negotiate a contract, the City may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible firm. This process will continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No firm submitting a proposal shall have any rights against the City arising from such negotiations or termination thereof.

Attachments

- Attachment A – Map of City Limits
- Attachment B – Customer List by Address (Residential Addresses & Residential Units
- Attachment C – City Solid Waste & Recycling Collection Points, City-Owned Parking Lots, List of City Sponsored Events
- Attachment D – Price Form

SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03
SCOPE OF SERVICES AND SPECIFICATIONS

The selected Contractor shall provide collection and transport services for single-family and multi-family residential solid waste, yard waste, and bulk waste and for commercial solid waste collected in individual cans/carts, front-load containers/bins, and compactors. The Contractor shall comply with all federal, state, and local requirements, with special attention to City of DeLand Ordinances, and shall acquire and maintain all required permits and licenses. A general summary of the work and service level the City is requesting is listed below. These services must be included in any proposal in order for the proposal to be considered responsive.

Base Bid: The Contractor shall provide weekly residential/commercial solid waste & recyclables collection services to all units located within the corporate limits of the City of DeLand. The base bid shall consist of the Contractor collecting, transporting, and disposing of waste from places of residence/business not less often than one (1) time per week, with yard trash collection once (1) per week, for the term of the contract. Yard trash shall be in containers, carts, bags, or bundled/tied. Collection services for approved holidays falling on a Thursday or Friday will be picked up the following Saturday. Contractor shall supply each residential account with one (1) new 96-gallon cart for garbage collection. A residential unit may request a 64-gallon cart in lieu of a 96-gallon cart, but the charge for the 64-gallon cart shall be the same as the charge for the 96-gallon cart. Additional carts can be ordered and a monthly charge assessed as outlined in the Fee Schedule. The base bid will require a fixed-price for residential rates for the first year of the contract. Annual increases/decreases for the final six (6) years of the contract must be mutually agreed upon & will be determined by the Consumer Price Index (See **Indexed Price Adjustments**).

RESIDENTIAL SERVICE

- Residential solid waste collection shall be provided between the hours of 6:00 A.M. and 6:30 P.M.
- Residential services should be provided by a wheeled cart system. The carts should be similar in size and quantity as the carts currently used by the City (64 or 96 gallon).
- New residential properties shall be provided initial carts at no additional cost and will have 90-days to request a change in cart size at no cost. Additional carts can be ordered and an additional charge assessed as outlined in the Fee Schedule. The Contractor is responsible for billing the customer for additional carts.
- Bulk items such as appliances, furniture, etc. (not hazardous waste) shall be collected free of charge twice per year as agreed upon by the City and the Contractor. Customers wishing to order bulk pickup outside of the two free pick-ups each year would be required to pay a special pick-up fee in accordance with the adopted fee schedule to the Contractor, and will be billed by the Contractor. The Contractor shall be responsible for the coordination of the collection. On a monthly basis, the Contractor shall provide the City with a list of items collected via special pick-up and the address from which they were collected.
- It may from time to time be necessary to provide residential cart service to a commercial

business that, based on its location or specific circumstances, is not compatible with typical commercial service. The need for this service will be determined by the City's Public Works Director (Director) or his/her designee.

- It may also be necessary to offer rear door service to handicapped residents within the City. The need for this service will be determined by the Director or his/her designee.
- Each household shall be entitled to dispose of up to four automobile tires with or without rims per year at no additional charge.

COMMERCIAL SERVICE

The City will request a list of commercial contracts currently in place and being serviced by the current provider. This information will be made available to prospective Contractors but may have some omissions. It will be the responsibility of each Contractor to determine the actual commercial customer base of the City for purposes of submitting proposals.

- Commercial Service is provided using standard manufactured-type mechanically serviced containers and uncompacted front-loading containers, compatible with the Contractor's equipment. These are generally two (2), four (4), six (6), and eight (8) yard containers.
- Containers can be serviced between 6:00 A.M. - 6:30 P.M., Monday – Saturday and shall be serviced no less than one (1) time per week.
- The containers shall be cleaned regularly, but no less than quarterly. The City's Public Works Director or his/her designee shall have the authority to request a specific container be cleaned at any time. The City shall be provided with a cleaning schedule.
- The containers shall be well maintained and painted at least annually, more often if required to maintain a fair appearance. The City's Public Works Director or his/her designee shall have the authority to request a specific container be painted. Annually, a schedule of containers to be painted shall be provided to the City.
- No advertising shall be posted on the containers. The containers, upon approval of the Public Works Director or his/her designee may contain the company's name and customer service information such as a phone number or email address only.

MULTI-FAMILY SERVICE

- Multi-family garbage collection shall be provided to multi-family residential units in the most efficient manner available (cart or commercial container) as determined by the Public Works Director or his/her designee no less than two times per week.
- Collection shall occur between the hours of 6:00 A.M. and 6:30 P.M.

COMPACTOR SERVICE

- Compactor service shall be provided to commercial and multi-family customers as requested or required by the Public Works Director or his/her designee.
- Compactors shall be collected no less than one (1) time per week.
- Compactors shall be deodorized with each collection and cleaned thoroughly (by

steaming) no less than once per quarter. A schedule of the maintenance shall be provided to the City, and additional cleanings may be required at the discretion of the Public Works Director or his/her designee.

RECYCLING SERVICE

- A list of the materials that shall be included, at a minimum, in the residential recycling service are listed in Exhibit C.
- The standard (default) recycling cart size will be a 64-gallon cart or 18-gallon bin. Recycling carts shall be green in color with a yellow lid, as selected by the City. City of DeLand's name and selected logo shall be placed on the cart along with a list of acceptable recyclables permanently listed on the lid.

YARD WASTE

- Yard Waste/Trash shall be collected at the curbside once per week. Loose yard waste/trash such as leaves, limbs, and/or grass clippings shall be placed in a garbage can or clear bag where possible for collection, for transport, and disposal in the same manner as Garbage. Yard waste/trash shall be limited to an average of eight (8) cubic yards per eight (8) week period per residential unit. Non-containerized yard waste/trash shall be collected provided that it is tied, stacked and bundled, and that any individual piece or segment of such material does not exceed five (5) feet in length (except palm fronds) or six (6) inches in diameter, nor be greater than seventy-five (75) pounds in weight. Stacked palm fronds at the curb shall be collected whole.
- The Contractor shall make collections with as little disturbance as possible. This work shall be done in a sanitary manner, and any yard waste/trash spilled by the Contractor shall be picked up immediately by the Contractor.

GENERAL COLLECTION REQUIREMENTS

- The Contractor's equipment is to be maintained in a reasonably clean and safe working condition and be painted uniformly according to standards maintained from time to time by the Public Works Director. Equipment shall contain the name of the Contractor, and the truck number printed in letters not less than three (3) inches high on each side of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles.
- The Contractor shall provide sufficient "back up" equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.
- The Contractor shall be responsible for providing the necessary clean-up and reporting to the Florida Department of Environmental Protection
- Each vehicle used for the collection of solid waste shall have a fully enclosed, metal top and shall be water tight to a depth of not less than (12) inches and shall contain metal sides, and use pneumatic tires. However, the Public Works Director shall have the authority to waive the requirement of a fully enclosed, metal top in the event of an emergency. As an alternative to a fully enclosed metal top for use in yard waste collection, said vehicle may be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, and such cover shall be kept in

good mechanical order and used to cover the load in traveling, or when parked, if the contents are likely to be scattered if not covered.

- Vehicles shall not be overloaded so as to scatter solid waste, but if solid waste is scattered from a Contractor's vehicle for any reason, it shall be the responsibility of the Contractor to immediately pick up such scattered solid waste. Each truck shall be equipped at all times with a shovel and a broom for the collection of spilled refuse.
- Vehicles shall be maintained in a clean, safe and sanitary matter. Equipment failure or malfunction of the vehicles causing hydraulic leaks/spills on streets and roads shall result in the imposition of an incident charge.
- Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant at such times as established by the Director, and all vehicles are to be washed on the outside at least weekly.
- The Contractor's vehicles are not to interfere unduly with vehicular or pedestrian traffic, and vehicles are not to be left standing on streets and alleys unattended.

INDEXED PRICE ADJUSTMENTS

The relative price or market index to be used for CPI adjustments shall be based on the annual Consumer Price Index for All Urban Consumers (CPI-U) for the South region as published by the Bureau of Labor Statistics, U.S. Department of Labor for the period for changes in which the CPI will be measured from April to April.

TRANSPORTATION OF SOLID WASTE AND RECYCLABLE MATERIALS

All garbage and yard waste collected shall be transported to a State approved facility. Curbside recyclable materials shall be transported to a State approved recycling facility and shall consist of, at a minimum, the following materials:

- Newspaper
- White & Mixed office paper
- Corrugated cardboard containers
- Junk Mail and other residential mixed paper
- Paperboard cartons
- Magazines/Phonebooks
- Clean aluminum cans, foil, pie plates
- Plastic bottles, coded (#1 to #7)
- Glass bottles (green, blue, clear or amber)
- Steel/tin cans
- Additional materials may be added, deleted, or changed with the approval of the Public Works Director

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary

The letter shall contain a summary of Contractor's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform these services and enter into a Contract with the City. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3: Qualifications and Experience

Contractor should clearly and succinctly demonstrate its qualifications and experience to provide the services requested in this RFP. This section of the proposal should be no more than twenty (20) numbered pages and, at a minimum, should include the following information.

- Firm background and experience: Contractor should provide a brief description of the firm's background and history, including the number of years in business, size, range of activities, strength, stability, awards, and other recognition. Contractor should describe its past and ongoing experience providing services of a similar nature to those requested herein. The service descriptions should include the dates such services were provided, the number and types of customers, the type of service (manual or automated), and other relevant information. The contact person listed for each reference shall be someone who has a personal knowledge of the Contractor's performance for the types of services required in this RFP. Current e-mail address/contact information must be provided.
- Service transition history: Contractor should explain its experience with transitioning into providing collection service, supplanting another provider.
- Customer Service Program: Contractor should describe its methods for accepting, managing, and following up on customer service call/complaints. Contractor should plain on proving a local telephone number for customer service.
- Staff experience: Contractor should identify the primary contact person and professional and supervisory personnel who would work on the project. Resumés of each person should be provided with emphasis on their experience with similar projects.
- Satisfactory past performance: Contractor should document its satisfactory past performance by providing a description of all criminal, civil, or administrative actions; losses of service contracts; performance bond claims; or imposed liquidated damages of \$10,000 or more per contract per contract year during the last five (5) years. For each such occurrence, the Contractor shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue,

if applicable; alleged charges, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, the Contractor shall so state.

Tab 4:Project Approach

Contractor should clearly and succinctly describe how it will perform the services requested in this RFP. The City is looking for proposals that maintain a high level of customer service while maximizing recycling, efficiency and cost-effectiveness. This section of the proposal should be no more than twenty (20) numbered pages, excluding any financial statements, and, at a minimum, should include the following information.

- Collection services: Contractor should explain how it plans to provide residential collection services under each of the service options (manual and automated). At a minimum, Contractors should provide a list of the types (make and model), number, and age of vehicles that would be used to provide collection services; number of collection and customer service staff; explanation of proposed routes and schedules; and how materials would be handled following collection.
- Organization: Contractor should include a project organization chart indicating titles and total number of personnel devoted to work conducted pursuant to the Contract. Proposer should identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.
- Transition plan: Proposer should explain how it would transition into providing these services.
- Program promotion: Proposer should describe any additional activities it would undertake to encourage recycling and reduce contamination.
- Financial capability: Proposer should document that it has the financial capability and necessary insurance to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project.

Tab 5:Price Form

Proposer must complete the Price Form provided with this RFP (Attachment D). The final selection of which residential service option to implement will be a policy decision made by the City, and at its sole discretion, and may not be based solely on price.

Tab 6. Required Proposal Forms:

- | | |
|---|--|
| • Signed Request for Proposals | • Public-Entity Crimes Form |
| • Acknowledgment of Terms, Conditions, and Addenda | • Conflict of Interest Affidavit |
| • Statement of Litigation | • Non-Collusion Affidavit |
| • Reference Form | • Drug-Free Workplace Form |
| • Contractor Affidavit Regarding Scrutinized Company List | • Proposal/Bid Bond & Performance Bond |

SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03
ACKNOWLEDGMENT OF TERMS, CONDITIONS, AND ADDENDA

PROMPT PAYMENT DISCOUNT

The City of Deland shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a bidder offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered please state discount and terms:

ADDENDUM ACKNOWLEDGMENT:

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

Add. No. _____ Dated _____ / Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Proposal # RFP-22-03/Solid Waste & Recycle Collection Services.

VENDOR NAME _____

ADDRESS _____

AUTHORIZED

SIGNATURE _____

PRINTED

SIGNATURE _____ DATE _____

TELEPHONE# _____ FAX # _____

EMAIL: _____

SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified City staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of proposals in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the City Commission a firm(s) qualified to provide to the City the services required under this RFP.

The following criteria will be used for evaluating Proposals for City of DeLand and will be based on certain objective and subjective considerations as listed below:

Price	up to 40 points
Project Approach	up to 30 points
Qualifications and experience	up to 30 points
Maximum points	100 points

Award of this contract will be based on the evaluation criteria stated above.

CITY OF DeLAND COMMISSION
INDEMNIFICATION AND INSURANCE REQUIREMENTS
SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03

INDEMNIFICATION

The City shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the City is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the City and pay the cost of the City's legal defenses, including fees of attorneys as may be selected by the City, for all claims described in the hold harmless clause herein. Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the City, until final acceptance by the City of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by City of Deland Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the City demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the General Liability Insurance and Auto Liability Insurance policies have been endorsed to cover the City of Deland City Commissioners as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the City determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the City shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the City's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the City may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

CITY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of bidder or Contractor) is _____.
2. My relationship to _____ (name of bidder or Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a

company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of the bidder or Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of the bidder or Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and City first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

**SOLID WASTE & RECYCLE COLLECTION SERVICES
RFP-22-03**

SOLID WASTE & RECYCLE COLLECTION SERVICES DRAFT CONTRACT¹ EXHIBIT A

THIS CONTRACT made and entered into this ____ day of _____, 20____ by and between the CITY OF DeLAND, FLORIDA, hereinafter referred to as the "CITY", and _____, hereinafter referred to as the "CONTRACTOR".

WHEREAS, pursuant Sections 166.021 and 403.706, Florida Statutes, the CITY is authorized to operate a solid waste management program within its boundaries and enter into Contracts to provide for the collection of solid waste; and

WHEREAS, the CITY desires the continued collection of solid waste within the City of DeLand to serve and protect the public health, safety and welfare; and

WHEREAS, the CITY and CONTRACTOR have agreed to provide for implementation of the solid waste collection program pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the premises and mutual promises and conditions contained herein, it is mutually agreed between the parties as follows:

SECTION 1. DEFINITIONS.

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

A. **AUTOMATED CART:** "Automated cart" or "cart" refers to a 64 or 96-gallon durable plastic container with a lid, wheels and handles made with recycled content for automated garbage and recycling collection services. The carts shall be uniform in color, contain instructions for use. The garbage carts shall be "green" in color; recycle carts shall be "green" with a "yellow" lid.

B. **AUTOMATED CART PROGRAM:** Refers to the program where the CONTRACTOR shall provide fully assembled automated carts for solid waste collection.

C. **BIOMEDICAL WASTE:** Any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. The following are also included:

(a) Used, absorbent materials saturated with blood, blood products, body fluids, or

¹ Draft Contract may include description of services that are not ultimately selected in the RFP process. The Contract will be updated after service options are selected.

excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried.

- (b) Non-absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

D. BIOLOGICAL WASTE: Means solid waste that causes or has the capability of causing disease or infection and includes biomedical waste, animals that have died from disease, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed by persons licensed under Chapter 470, F.S.

E. COMMISSION: "Commission" shall refer to the City Commission of the City of DeLand, Florida.

F. COMMERCIAL UNIT: All commercial, non-residential units receiving solid waste collection or recyclable material service at an accessible, centralized location or utilizing a commercial container, or in an amount that is capable of being placed in one (1) 96-gallon cart.

G. COLLECTION AREA or SERVICE AREA: Those areas within the City of DeLand where the schedule of rates, charges and fees established in Exhibit "A" of this Contract are applicable, it being the intent to include in such area, those areas being serviced on the collection routes in existence as of the effective date of this Contract. This area will periodically change when areas are annexed into the City.

H. COLLECTION CATEGORIES: A general, inclusive term that includes the specific terms "single-family residence", "multi-family residence", and "commercial unit".

I. COMMERCIAL CONTAINER: A receptacle for containing solid waste designed for mechanical pickup and provided by the CONTRACTOR for use by the customer.

J. COMPACTOR: Any mechanical compacting container used to compact commercial and residential waste.

K. CONSTRUCTION AND DEMOLITION DEBRIS: Non-hazardous material generally considered not to be water soluble, including, but not limited to steel, concrete, glass, brick, asphalt roofing material, pipe, gypsum wall board, 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, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees and vegetative matter that normally results from land clearing or land development operations for a construction project; except as provided in Section 403.707(9)(j) Florida Statutes, yard trash, unpainted, non-treated wood scraps from sources other than construction or demolition projects; scraps from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes, scrap shingles, wallboard, siding, concrete, and similar materials from industrial or commercial facilities and de minimus amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction

and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

L. CONSUMER PRICE INDEX (CPI): Consumer Price Index for All Urban Consumers (CPI-U) for the South region as published by the Bureau of Labor Statistics, U.S. Department of Labor.

M. CONTAINER: Any approved automated cart, yard trash receptacle, solid waste receptacle, commercial container, compactor, or other receptacle approved by the City for the collection and storage of solid waste and recyclable materials.

N. CURBSIDE RECYCLING: The collection of recyclable materials from single-family residences, multi-family residences, and commercial units, at curbside or at the designated collection point for recyclable materials. Recyclables may be deposited in 64-gallon carts or 18-gallon bins.

O. CUSTOMER: Any person owning improved residential real property within collection area / service area, except for persons obtaining exemptions, and all other persons subscribing to solid waste collection service provided by the CONTRACTOR under the terms of a collection Contract.

P. DIRECTOR: "Director" means the City of Deland Public Works Director or duly authorized designee.

Q. ELECTRONICS: Computer equipment including CPU, monitor, TV, keyboard, printer, mouse, power supply, external drive, scanner, printer, fax machine, stereo, radio, VCR, tape backup drive, DVD player, game console, etc.

R. GARBAGE: Shall mean all kitchen and table food waste, and animal or vegetable waste that is attendant with or results from the handling of food materials, every refuse accumulation or deposit of animal, fruit or vegetable matter that attends the manufacture, 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 gasses 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.

S. GARBAGE RECEPTACLE: "Garbage receptacle" shall mean a galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, of not greater than 32 gallon or less than 5 gallon capacity which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bails by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents from flies, insects, rats and other animals, and which shall not have any inside structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Such receptacle may include a waterproof bag of a material and construction that can be safely and securely closed. Such waterproof bag shall be of adequate strength to hold the contents when the bag is lifted and of a type and size acceptable to the CONTRACTOR and approved by the City.

T. HAZARDOUS WASTE: A solid waste identified by the Florida Department of Environmental Regulation as a hazardous waste in Chapter 403.703(14), Florida Statutes, and the Florida Administrative Code 62-730 as amended. This includes any solid waste which is ignitable, corrosive, reactive, toxic, or infectious, and which poses a substantial or potential hazardous to human health and safety, or to the environment when improperly managed.

U. INDUSTRIAL SOLID WASTES: The waste generated by manufacturing or industrial processes that is not a hazardous waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron or steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment; products of canneries, slaughterhouses or packing plants, condemned food products; agricultural waste products; and other solid waste products generated from industrial processing or manufacturing of a like or similar nature to those enumerated above which because of their volume or nature do not lend themselves to collection and incineration commingled with ordinary garbage and trash or which because of their nature and surrounding circumstances should be for reasons of safety or health disposed of more often than the City collection service schedule provided for in this Contract.

V. BULK WASTE: Any tangible item such as furniture, appliances, bicycles, (excluding, for the purposes of this Contract; motor vehicles, derelict vessels, and their parts, except up to four tires with or without rims will be picked up) or similar property not having a useful purpose to the owner or abandoned by the owner and not included within the definitions of garbage, yard waste, industrial wastes or rubbish.

W. MULTI-FAMILY RESIDENCE: All trailers, trailer parks and any building or buildings containing more than one (1) permanent living unit or more than one (1) trailer and receiving solid waste collection service at an accessible, centralized location or utilizing a commercial container.

X. RIGHT-OF-WAY: The portion of the street right-of-way paralleling any public thoroughfare between the curb line or paving line and the abutting property line.

Y. PARTICIPATION RATE: The total number of residences that place any recyclable materials at the curb for the CONTRACTOR to pick up during a four (4) week period divided by the total number of residences having the opportunity to place recyclable materials at the curb. A four (4) week period is considered to be a one (1) month period for the purpose of calculating participation rates.

Z. PERSON: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

AA. RECYCLABLE MATERIAL: Any material which can be recovered from the solid waste stream and reused in manufacturing, agriculture, power production or other processes and which, for the purpose of this Contract, include at a minimum the items listed in Exhibit "B".

BB. RECYCLING CONTAINER: A portable plastic container (64-gallon) or bin (18-gallon) approved by the CITY used for storing and collecting recyclable materials in the home and identifying the recyclable materials at the curb.

CC. RECYCLING PROGRAM: The program designated by the Commission for meeting the solid waste reduction goals as mandated by the Solid Waste Management Act of 1988, Chapter 403.7032, Florida Statutes, and any subsequent amendments thereto.

DD. ROLL-OFF CONTAINER: Any container used for the collection and storage of construction and demolition debris that can be picked up and transported on a specially equipped truck to the disposal site.

EE. RUBBISH: Refuse, accumulation of paper, excelsior, rags or wooden or paper boxes or containers, sweepings; and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices and other business places, also any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

FF. SET-OUT RATE: The total number of residences placing recyclable materials at the designated collection point on a given collection day divided by the total number of residences having the opportunity to place recyclable materials at the designated collection point.

GG. SINGLE-FAMILY RESIDENCE: Any building or structure designed or constructed for and capable of use as a residence for one family regardless of the type of structure. Such term includes a mobile home or trailer that is erected on a separate parcel of property and not included within the definition of a commercial trailer park.

HH. SOLID WASTE: sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Materials not regulated as solid wastes pursuant to Florida Administrative Code 62-701 are: nuclear source or by-product materials regulated under Chapter 404, Florida Statutes, or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; fluids or waste associated with natural gas or crude oil exploration or production. Solid waste does not include scrap, or new or used material, separated at the point of generation and held for purposes of recycling subject to state and local public health and safety laws.

II. SPECIAL COLLECTION SOLID WASTE: Shall include the following types of solid waste for the following types of designated customer categories:

- a) Single-family residences and multi-family residences using automated carts: Any type of solid waste not reasonably capable of being placed in an automated collection cart or any item not reasonably capable of being reduced in size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. This includes normal household furnishings, appliances and other bulk items.
- b) Commercial units and multi-family residences using commercial containers: Any type of solid waste not reasonably capable of being placed in a commercial container, or any

pickup of a commercial container on a frequency in excess of that normally established for the customer or any solid waste placed in garbage receptacles or automated carts at a centralized location not in conformity with the requirements specified above for a single-family residence.

JJ. YARD WASTE: Any vegetative matter generated from improved real property such as leaves, grass, pine needles, or shrubbery cuttings resulting from the care of lawns or landscape maintenance. This may include tree trimmings or removal, if done so by the homeowner, and it must meet the preparation guidelines. Contractors are responsible for hauling away and properly disposing all yard waste and land clearing generated during the course of their commercial activities. This does not include large quantities of sod, dirt and trash from land clearing or other materials requiring special handling.

KK. YARD WASTE RECEPTACLE: A galvanized metal, durable plastic, or other suitable impervious material container commonly sold as a garbage can, including wheeled containers, which shall be free of jagged or sharp edges and shall be watertight and equipped with two (2) handles upon the side or bail by which it may be lifted, and provided with a tight fitting watertight cover suitable to protect the contents, and which shall not have any side structures, such as inside bands or reinforcing angles or anything within that would prevent the free discharge of the contents. Yard waste receptacles shall be approved by the Public Works Director (the "Director") in coordination with the CONTRACTOR. Yard waste receptacles are the responsibility of the customer.

SECTION 2. AREA AND TERM.

1. The CONTRACTOR shall have the sole and exclusive right and duty to collect all solid waste as provided under the terms and provisions of this Contract within the service area.
2. Subject to the termination provisions contained in SECTION 10 of this Contract, the term of this Contract shall be a seven-year contract with an effective date of October 1, 2022, and an end date of September 30, 2029, with the option to extend the Contract for one (1) additional three (3) year term upon mutual agreement of both parties.
3. The CONTRACTOR will provide roll-off boxes for materials generated in the construction of buildings and structures or the clearing of land and preparation of sites for construction within the collection area as defined in this Contract, however this right is not exclusive to the Contractor.
4. Any other provision of this Contract notwithstanding, the City shall have the right to permit persons to haul solid waste generated only on the applicable property owned or occupied by the person, to State approved solid waste facilities.

SECTION 3. DUTY OF THE CONTRACTOR.

A. SOLID WASTE

1. With the exception of the solid waste defined as special collection solid waste, the CONTRACTOR shall pick up and deliver to a City designated solid waste disposal facility all garbage, rubbish and yard waste placed by a customer at the collection point set forth in SECTION 6 hereof, from each single-family residence, individual multi-family residence and individual commercial unit within the subject collection area not less than one (1) time per week

with collections at least seven (7) days apart, except for adjustments due to holiday schedules. It is intended that all such solid waste be picked up and delivered to the disposal site each collection day. The CONTRACTOR shall make collections with a minimum of noise and disturbance to the customer and shall not collect from residential or commercial collection points prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. (The Director or designee may request collections before or after these times if needed).

2. The CONTRACTOR shall be responsible for the purchase and distribution of automated carts as well as the repair of carts that have been damaged. The CONTRACTOR shall distribute one (1) 64-gallon cart or 96-gallon cart to each residential unit. Carts will be distributed pursuant to a schedule mutually agreed upon by the City and the CONTRACTOR. The CONTRACTOR shall maintain, at all times, a sufficient number of carts to ensure that extra or replacement carts can be provided within five (5) working days upon notification by the resident or the City. CONTRACTOR shall distribute fully assembled automated carts to new single-family and multi-family residential units added during the term of this Contract. Carts that have been lost or damaged due to customer abuse or negligence shall be repaired or replaced at the expense of the customer utilizing the replacement cost of the cart. Carts that have been lost or damaged by the CONTRACTOR'S actions shall be repaired or replaced at the CONTRACTOR's expense. Customers desiring a smaller or larger cart other than the default size 96-gallon cart can request a cart change during the sixty (60) day period after the initial delivery of the carts. Requests for additional cart change sizes can be made one (1) time per year after the 60-day initial delivery period. The second request for a cart size change will incur a charge of \$_____. Said containers shall become the property of the City upon the expiration of this Contract. All carts that are in the CONTRACTOR'S inventory at the time this Contract is terminated or expires shall be delivered to the City at a location determined by the City within thirty (30) days of written notification of the delivery location. Customers wishing to have more than one (1) container may RENT additional carts for a fee of \$_____ per month. Customers may also purchase additional carts from the CONTRACTOR at a cost of \$____ (delivery included) or purchase from a third party a cart compatible with the CONTRACTOR'S system. CONTRACTOR is not responsible for customer-owned carts.

3. The CONTRACTOR shall pick up and deliver to a solid waste disposal facility all garbage and rubbish generated by a customer, from a bulk multi-family residence and a bulk commercial unit and placed in a commercial container located at the designated collection point or in carts placed at a centralized location. The size and type of a commercial container, including compactor boxes, and the frequency of collection for each residence or unit shall be established by the CONTRACTOR in consultation with the customer and shall be subject to approval by the Director in the event of a dispute. Provided, however, that the frequency of collection shall not be less than [1] time per week with collections at least (7) days apart, except for adjustments due to holiday schedules.

4. The CONTRACTOR shall pick up and deliver to the solid waste disposal facility special collection solid waste generated from a single-family residence, individual multi-family residence and bulk multi-family residence of a customer and placed at the applicable collection point within a week of scheduled pick-up when notified by the customer or the Director to the CONTRACTOR, excluding Sundays and legal holidays.

5. The CONTRACTOR shall pick up and deliver to the solid waste disposal facility all special collection solid waste generated from an individual commercial unit and a bulk commercial unit placed at the applicable collection point within a week of scheduled pick-up when notified by the customer or the Director to the CONTRACTOR, excluding Sundays and legal holidays.

6. Rates for the collection of individual commercial and bulk commercial special collection solid waste shall be negotiated between the customer and the CONTRACTOR.

7. The CONTRACTOR shall be prepared to provide all commercial containers required for the collection of solid waste within the service area and shall maintain such containers in a clean and operable condition including an acceptable appearance according to standards maintained from time to time by the Director. The CONTRACTOR shall provide at a minimum, containers of two (2), three (3), four (4), six (6) and eight (8) cubic yards for use as commercial containers.

8. The CONTRACTOR shall provide all containers for City owned properties and pick up and deliver to a solid waste disposal facility without charge to the CITY, all solid waste contained in the facilities described in Attachment C. The CONTRACTOR shall provide all containers and pick up and deliver to a solid waste disposal facility without charge to the CITY, all solid waste related to sponsored Citywide events (Attachment C).

9. At no cost to the CITY, the CONTRACTOR shall provide waste collection services to the CITY facilities specified in Attachment C in the amount, location and frequency designated by the Director or designee. CONTRACTOR shall provide all bins, carts, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no additional cost.

B. RECYCLING

1. CONTRACTOR is hereby granted an exclusive franchise to perform curbside recycling collection services for residentially zoned property within the service area.

2. The CONTRACTOR shall develop, with CITY approval, practical procedures and a collection schedule for the inclusion of all multi-family residences in the recycling program. Further, the CONTRACTOR shall assist the CITY in the implementation of a Commercial Recycling Program, for commercial establishments and businesses.

3. The Commercial Recycling Program shall not be exclusive to the CONTRACTOR. Sections 403.7046 and 403.713, Florida Statutes, prohibit local governments from restricting the flow of recovered materials for recycling. The collection, transport, and disposal of certain recovered materials for recycling from commercial establishments and businesses shall be an "open-market" and non-exclusive to the CONTRACTOR.

4. At no cost to the CITY, the CONTRACTOR shall provide recycling services to the CITY facilities specified in Attachment C in the amount, location and frequency designated by the Director or designee. CONTRACTOR shall provide all bins, carts, dumpsters, and roll-off containers necessary to provide these facilities recycling services at no additional cost.

5. The provision of roll-off or container service for commercial recycling or residential or commercial renovation/demolition within the service area is not an exclusive service. CONTRACTOR will provide this service on request.

6. The CONTRACTOR shall pick up all recyclable materials placed at the curb or at the designated collection point from each single-family residence, individual multi-family residence, bulk multi-family residence, individual commercial unit and bulk commercial unit within the service area, not less than one (1) time per week and with said collection occurring Monday through Friday.

7. The CONTRACTOR shall pick up all recyclable materials placed at the curb or designated collection point, and shall process and broker the recyclable materials on behalf of the CITY. The Contractor is responsible for disposing of all recyclable materials in adherence with Florida and Federal Law.

C. YARD WASTE

1. The CONTRACTOR shall pickup all properly prepared yard waste placed at the curb or at the designated collection point from each single-family residence, individual multiple-family residence and bulk multi-family residence, not less than one (1) time per week.

2. The CONTRACTOR shall pick up all properly prepared yard waste placed on those road medians or common areas of subdivisions, apartments, townhouses or other multi-family units prescribed by the Director, in consultation with the CONTRACTOR, not less than one (1) time per week. The schedule for pick up shall be the same as for other residences in the collection area.

3. The CONTRACTOR shall not be required to furnish collection services on the following specified holidays: Memorial Day, Fourth of July, Veteran's Day, Thanksgiving Day and Christmas Day. There will be no make-up days. The CONTRACTOR shall notify all customers whose normal collection day falls upon such holidays that no collection service will be provided on such day and the date of the next normal collection day at least ten (10) days and not more than thirty (30) days prior to said holiday. Said notice shall be in the form of an advertisement in a newspaper of general circulation published within the City and posted to City social media.

4. The CONTRACTOR shall send letters to customers within the subject collection area of the applicable schedule of collection at least ten (10) days prior to an alteration in said schedule.

5. The CONTRACTOR shall be required, at the CITY's discretion, to provide each customer with a condensed version of the rules and regulations for residential solid waste, yard waste, and other special services within 45 days of commencement of services pursuant to this Contract and for all new services added thereafter. Said condensed version shall outline the obligations of the customer and CONTRACTOR according to the terms of this Contract and shall be approved by the Director or his/her designee before distribution to the customer. The CONTRACTOR shall supply the CITY with hard copies and an electronic condensed version.

6. The CITY may occasionally require the CONTRACTOR to pick up garbage or debris left in the right-of-way or on City property that is not billable to a private account; including dead animals in streets and right-of-way within the City of DeLand. The dead animal(s) must be disposed of within 24-hours, excluding weekends.

7. The CONTRACTOR will not be required to collect materials that are in violation of this Contract.

SECTION 4. STANDARDS OF COLLECTION AND OPERATION.

1. Upon award, the CITY shall verify residential service units prior to initial collection by XXXX, 2022. The CONTRACTOR shall be required to submit a transition plan to the Director by XXXX, 2022. Such plan shall include as a minimum purchase schedules for new cart(s) and bin(s) (if applicable), information on distribution, routing, collection and equipment to be dedicated to the contract.

2. The CONTRACTOR shall provide sufficient equipment to maintain regular schedules of collection for the prompt and efficient performance his duties under this Contract. The CONTRACTOR shall provide to the Director, prior to the start of work under this Contract, an inventory showing each type of vehicle (category, capacity, approximate age) used for performing work under this Contract. The Director shall have the authority to inspect the vehicles on such inventory list and reject a given vehicle for health or safety reasons and require a suitable replacement.

The CONTRACTOR shall describe in an attachment to the required inventory the service yards or contracts to be used in maintaining vehicles and equipment. The CONTRACTOR may change equipment from time to time and shall revise the inventory and the attachments thereto, accordingly; however, in no event shall the number of vehicles be less than the number of vehicles shown on the inventory provided prior to start of work under this Contract. The CONTRACTOR shall maintain a vehicular fleet during the performance of work under this Contract at least equal to that described in the inventory.

3. The CITY reserves the right to deny the CONTRACTOR's vehicles access to certain streets, alleys and public ways in the City where it is in the interest of the general public to do so because of the condition of streets. The CONTRACTOR shall not interrupt the regular schedule and quality of service because of street closures. The CONTRACTOR shall promptly notify affected customer(s) of any deviation of the normal collection schedule caused by a temporary disruption such as closed roads, police blockade or other event causing service to be missed and made up in an alternate place or day with the Director's approval.

4. Any and all route and schedule changes are subject to approval by the Director whose decision shall be final. Upon approval of the Director, the CONTRACTOR shall notify each affected resident at least fourteen (14) days prior to the effective date of the change and the CONTRACTOR shall publish a notice in a locally distributed newspaper and posted to City social media at least ten (10) days prior to the effective date of such route or schedule change. The cost of the publication shall be borne solely by the CONTRACTOR.

5. The CONTRACTOR shall give notice to the Director as to any material changes that might affect the performance of work under this Contract immediately after becoming aware of the same and shall make suitable remedial arrangement when needed.

6. Equipment is to be maintained in a reasonably clean and safe working condition and be painted uniformly subject to the approval of the Director. Equipment shall contain the name of the CONTRACTOR, and the truck number printed in letters not less than three (3) inches high on each side of the vehicles. A record shall be kept of the vehicle to which each number is assigned. No advertising shall be permitted on the vehicles.

7. The CONTRACTOR shall provide sufficient "back up" equipment, in proper operating condition, so regular schedules and routes of collection can be maintained.

8. Each vehicle used for the collection of solid waste shall have a fully enclosed, metal top and shall be water tight to a depth of not less than (12) inches and shall contain metal sides, and use pneumatic tires. However, the Director shall have the authority to waive the requirement of a fully enclosed, metal top in the event of an emergency. As an alternative to a fully enclosed metal top for use in yard waste collection, said vehicle may be equipped with a cover which may be a net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, and such cover shall be kept in good mechanical order and used to cover the load in traveling, or when parked, if the contents are likely to be scattered if not covered. Loaded vehicles shall not be left standing on the street unnecessarily.

9. Vehicles shall not be overloaded so as to scatter solid waste, but when solid waste is scattered from a CONTRACTOR'S vehicle for any reason, it shall be the responsibility of the CONTRACTOR to immediately pick up such scattered solid waste. Each truck shall be equipped at all times with a shovel and a broom for the collection of spilled refuse.

10. Vehicles shall be maintained in a clean, safe and sanitary matter. Equipment failure or malfunction of the vehicles causing hydraulic leaks/spills on streets and roads shall result in the imposition of an incident charge.

11. Vehicles are to be washed thoroughly on the inside and sanitized with a suitable disinfectant and deodorant at such times as established by the Director and all vehicles are to be washed on the outside at least weekly.

12. Commercial containers furnished by the CONTRACTOR to the customer shall be approved by the Director and shall have lettering not less than one and one-half (1 ½) inches high indicating the identification of the CONTRACTOR and following words: "Keep Lids Closed". The CONTRACTOR shall close the lids on commercial containers upon removal of solid waste.

13. Commercial solid waste collection shall be provided in the most efficient manner available (commercial container or automated cart), as determined by the CONTRACTOR. The CONTRACTOR shall make collections with a minimum of noise and disturbance.

14. No advertising shall be posted on the containers or cart. The containers shall contain the company's name and customer service information, such as a phone number.

15. Rates and charges for commercial containers, roll-offs and compactors are listed on Exhibit "A".

A. RECYCLING

1. The CONTRACTOR shall furnish one (1) automated 64-gallon or 18-gallon recycling cart/bin at the CONTRACTOR'S expense to each single-family residence and individual multi-family residence in the service area for the purpose of storing recyclable materials in the home and identifying the recyclable materials at the curb. Said container shall become the property of the CITY at the end of the contract. The size of the container will be a 64-gallon (green with a yellow lid) automated cart or 18-gallon bin (blue). City of DeLand's name and selected logo shall be placed on the cart/bin along with a list of acceptable recyclables permanently listed on the lid (64-gallon cart only).

2. The CONTRACTOR shall replace lost recycling carts in an amount up to five percent (5%) of the households served, and repair or replace all broken recycling carts. Each residence shall not be given more than one (1) replacement within a year, excluding carts delivered within the initial 90- day delivery period at the CONTRACTOR'S expense.

3. Additional 64-gallon automated carts or 18-gallon bins to be used for recycling may be rented from the CONTRACTOR for a monthly fee of \$ _____.

4. The CONTRACTOR shall remove only recyclable materials placed in the recycling cart at the curb or specially designated collection points from all single-family residences and multi-family residences that receive residential garbage collection services. There shall be no limit to the quantity of recyclable materials or carts that will be picked up from each residence or collection point.

5. The CONTRACTOR shall not in any way break or damage or roughly handle the recycling cart and shall empty the cart and then return it to the curb or designated collection point.
6. The CONTRACTOR shall furnish containers to all bulk multi-family residences serviced by the CONTRACTOR prior to the initiation of the recyclable materials collection service as provided herein.
7. All vehicles used to collect recyclable materials shall carry a logo to represent the recycling program and differentiate the CONTRACTOR'S recycling program vehicles from their vehicles used for collecting solid waste. The logos can be magnetic as to maximize the usage of equipment.
8. The CONTRACTOR will maintain accurate weight records of recyclable materials collected within the service area and such records/reports showing recycling tonnages shall be furnished to the CITY by the 15th of each month. The CONTRACTOR shall test certain areas, designated by the CITY, one time per year to determine participation rates. The CONTRACTOR shall supply this information to the CITY upon request.
9. The CONTRACTOR shall perform composition audits on the residential recycling stream a minimum of twice per month. The results of those audits will be used to create an average contamination rate that will be adjusted twice per year; in January using the results from the previous July through December audits, and in July using the results from the previous January through June audits. The CITY reserves the right to be present during these audits to oversee methodology and resulting determinations.
10. The CITY reserves the right to periodically perform an independent composition measurement study, conducted by a third party at the expense of the CITY, of the residential recycling stream.
11. The CONTRACTOR is prohibited from landfilling or improperly disposing of any recyclable materials collected for the recycling program except that under extraordinary conditions the CONTRACTOR may request authorization from the CITY for permission to do so. Recyclable materials may be mixed with similar materials collected from other recycling areas and may be held until enough volume is accumulated.

B. YARD WASTE

1. The CONTRACTOR shall only remove yard waste placed at the curb from all residences that receive regular residential solid waste collection service. There shall be one (1) cubic yard to the quantity of Yard Waste that will be picked up from each residence so long as the Yard Waste is prepared as follows: All branches, palm fronds and other material must be cut into lengths not exceeding four (4) feet in length, 24-inches in diameter, and seventy-five (75) pounds in weight and separated from other solid waste. All grass cuttings, leaves and small clippings and trimmings shall be containerized in containers or clear plastics bags which are acceptable to the CONTRACTOR and approved by the Director.
2. The CONTRACTOR'S vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets and alleys unattended.

3. It is recognized that disputes may arise between the CITY and the CONTRACTOR with regard to the collection of certain items due to disputes over the specific language of this Contract. In such event, the Director shall inspect the subject area at the request of the CONTRACTOR. The Director may from time to time notify the CONTRACTOR of the location and nature of solid waste which has not been collected due to dispute between the CITY and the CONTRACTOR; and it shall be the duty of the CONTRACTOR to remove all such solid waste within a week of scheduled service. Should the CONTRACTOR fail to remove said solid waste when obligated to do so pursuant to this Contract, the CITY will remove the solid waste and the costs incurred by the CITY shall be assessed against the CONTRACTOR. In the event the CONTRACTOR disagrees with the decision of the Director the CONTRACTOR shall have the right to appeal such decision to the DeLand City Commission and the decision of the Commission shall be final.

4. The CONTRACTOR shall make collections with a minimum of noise and disturbance to the occupant of the building and shall not collect from residential collection points prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. No collections shall occur on Sundays or approved holidays unless in the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the CONTRACTOR has received prior approval from the Director or his/her designee.

5. Garbage receptacles, automated carts, and other containers shall be handled carefully by the CONTRACTOR and shall be thoroughly emptied then returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place. Garbage receptacles and carts shall be thoroughly emptied of all materials and shall not be placed in such a way as to block driveway access or cause an obstruction in the right-of-way to vehicles, bicycles, etc. Any solid waste/yard waste spilled or scattered by the CONTRACTOR shall be immediately picked up by the CONTRACTOR.

6. The CONTRACTOR shall make commercial collections with a minimum of noise and disturbance and shall not collect prior to the hour of 6:00 A.M. nor after the hour of 6:30 P.M. Monday through Saturday. No collection shall occur on Sundays or approved holidays unless in the case of an emergency, collection may be permitted at times not allowed by this paragraph, provided the CONTRACTOR has received prior approval from the Director or his/her designee.

7. Garbage receptacles and other containers shall be handled carefully by the CONTRACTOR and shall be thoroughly emptied then returned and placed at least three (3) feet from the edge of the pavement where possible, standing upright and with covers securely in place. Any solid waste spilled or scattered by the CONTRACTOR shall be immediately picked up.

8. The direction and supervision of collection shall be by competent and qualified personnel and the CONTRACTOR shall devote sufficient personnel, time and attention to the direction of the operation to ensure the performance of their obligations and duties as specified under the provisions of this Contract.

9. The CONTRACTOR shall cooperate with authorized representatives of the CITY in every reasonable way in order to facilitate the progress of the work contemplated under this Contract. The CONTRACTOR shall have at all times a competent and reliable representative authorized to take orders and to act on its behalf. The CONTRACTOR shall ensure that its employees serve the public in a courteous, helpful and impartial manner.

10. Employees engaged in collection services will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, or crossing property to neighbor's premises unless residents or owners of both such properties have given permission.

11. Care should be taken to prevent damage to property, including flowers, shrubs and other plantings. The CONTRACTOR shall repair any property damage caused by the CONTRACTOR or their personnel within five (5) business days of notification by the customer or the CITY. The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions about the solid waste containers caused by carelessness of the customer. Care shall be taken by employees to prevent damage to containers by unnecessarily rough treatment. The CONTRACTOR shall replace any damaged container or cart within five (5) business days of notification by the customer or the CITY. The CONTRACTOR shall report to the Director all situations which prevent or hinder the collection of solid waste on any premises.

12. The CONTRACTOR shall establish such routes within the service area as will contribute to maximum efficiency of operation and will file a copy of such routes with the Director. The CITY reserves the right to deny the CONTRACTOR'S vehicles access to certain streets, alleys and public ways where it is in the interest of the general public to do so because of conditions of the streets or bridges or the nature of development of the general area. The CONTRACTOR may request and the Director may declare certain streets, alleys and public ways closed for the purpose of collection vehicle operation because of dangers, inadequate clearance, poor road conditions and others. When these closures occur, the CONTRACTOR shall supply other types of solid waste collection service acceptable to the Director. Notice shall be given by the Director prior to such denial so as not to unduly interfere with the CONTRACTOR'S normal operations.

13. The CONTRACTOR shall provide, at the base rate, backdoor solid waste receptacle pickup from single family residences for customers who are medically certified handicapped persons provided no other able-bodied person over the age of 15 or under the age of 65 resides in the household. The customer shall provide the CONTRACTOR with appropriate evidence that they are unable to place their receptacles at the collection point. The type of evidence required shall be determined by the Director.

14. The CONTRACTOR shall immediately pick up any scattered garbage or recyclable materials caused by the CONTRACTOR or those of any of its employees.

SECTION 5. COMPLAINTS.

1. The CONTRACTOR shall respond and resolve all reasonable service complaints within twenty-four (24) hours, regardless of fault, during implementation of bin or cart delivery and/or route changes for a period of ninety (90) days following implementation or change.

2. The CONTRACTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. In order that the CITY may be informed of the quality of service, the CONTRACTOR agrees to maintain a record of all complaints for inspection by the CITY whether received in person, by mail, by e-mail or telephone. The CONTRACTOR agrees to furnish a monthly report listing the name and address of the complainant, the nature of the complaint, and the disposition of each complaint. Complaints received before 12:00 noon each day shall be serviced by 5:00 pm that day. Complaints received after 12:00 noon shall be serviced before 12:00 noon the following calendar day. For each month in which the number of legitimate complaints reaches twenty (20) or more for any cause the CITY shall be entitled to

claim liquidated damages. Each claim shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Director shall be final.

3. The CONTRACTOR shall have their operations facility (office) located within Volusia County and shall operate a staffed local toll-free complaint center which shall be open during the hours of 7:00 a.m. - 8:00 p.m. Monday through Saturday. No mechanical/electronic substitution shall be permitted nor shall the use of an answering service be permitted in place of the CONTRACTOR's personnel during times of residential service routes. Residential service runs from 6:00 a.m. to 6:30 p.m.

4. The CONTRACTOR shall provide a 24-hour "live" telephone service for use by the CITY in the event of an emergency.

SECTION 6. DUTY OF CUSTOMERS.

1. All garbage and rubbish and all grass cuttings, leaves, small clippings and trimmings generated from a single-family residence, individual multi-family residence, or individual commercial unit shall be placed by the customer in one or more automated carts, garbage receptacles, or other containers which are acceptable to the CONTRACTOR and approved by the Director and placed at the applicable collection point on the designated collection day. All other solid waste shall be stacked in a uniform direction at the applicable collection point and shall include only items in size not exceeding four (4) feet in length and twenty-four (24) inches in diameter and fifty (50) pounds in weight. Any special collection solid waste shall be placed at the collection point on the collection day for special collection solid waste.

2. All solid waste generated from a bulk commercial unit or a bulk multi-family residence, other than special collection solid waste, shall be placed by the customer in a commercial container located at the applicable collection point, or in garbage receptacles located at the applicable collection point, on the designated collection day.

3. The customer shall place all solid waste at the following collection points for the specified categories of property:

- a) Single-family residence: At a point within the right-of-way abutting such residence no farther than five (5) feet from the curb line or paving line, or, in the case no parkway exists which abuts the customer's property, at a point no greater than five (5) feet from curb line or paving line of the nearest public street, or, in the case of the existence of a drainage ditch, at a point within said dimensions adjacent to the nearest driveway.
- b) Individual commercial unit and individual multi-family residence: At those points designated by the CONTRACTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer.
- c) Bulk multi-family residence and bulk commercial unit: At a point designated by the CONTRACTOR in consultation with the customer, which will maximize economy in the collection of the solid waste while considering the public health and the convenience to the customer. In the event of a dispute between the CONTRACTOR and a customer regarding the location of the collection point, the CONTRACTOR'S decision shall be subject to approval by the Director.

4. The customer is responsible for proper care and cleaning of any recycling cart provided to them.

5. The customer shall drain off all liquids from recyclable materials prior to deposit in the recycling cart. Recyclable glass food and beverage containers should be rinsed prior to placement in the recycling cart. Caps should be removed from all recyclable glass containers and disposed of with the regular household trash. Newspapers shall be free of food or other contaminants when placed in a recycling cart.

6. All recyclable materials generated from a single-family residence, individual multi-family residence, or individual commercial unit shall be placed by the customer in the recyclable cart provided by the CONTRACTOR. On the designated collection day, said recyclable cart shall be placed at the curb or the designated collection point, but shall be kept separate and apart from regular solid waste.

7. All recyclable materials generated from a bulk commercial unit, or a bulk multi-family residence, shall be placed by the customer at the designated collection point.

8. Recyclable materials placed in a recyclable cart by a single-family, individual multi-family, or individual commercial unit, shall not exceed 200 pounds.

SECTION 7. HAZARDOUS WASTE.

1. No customer shall dispose of hazardous or infectious waste, nor shall any customer place or deposit hazardous or infectious waste at any solid waste collection point.

2. The CONTRACTOR shall not dispose of hazardous or infectious waste. The CONTRACTOR shall refuse to collect solid waste from a customer if the CONTRACTOR believes that such solid waste contains hazardous or infectious waste. If the CONTRACTOR believes that a customer is depositing hazardous waste for collection, the CONTRACTOR shall immediately notify the Director.

3. The CONTRACTOR shall not be required to transport biomedical waste, infectious waste, hazardous waste or biological waste but may offer such service in the service area. All such collection and disposal of those types of waste shall be accomplished in strict compliance with all Federal, State and local laws and regulations.

4. The Director shall have the authority to inspect the waste being deposited by a customer at any time to determine whether such waste contains hazardous waste and, to take whatever action deemed necessary to ensure that the customer ceases the placement of hazardous waste into City of DeLand collection containers. Such an inspection shall be required upon receipt of notice from a CONTRACTOR pursuant to Section 4.15.

SECTION 8. COMPENSATION TO CONTRACTOR; ESTABLISHMENT OF RATES

1. For the curbside collection of solid waste and yard waste from all improved residential real property within the benefit unit, the CONTRACTOR shall be compensated in

accordance with the schedule of rates, charges and fees set forth in Exhibit "A", as may be amended pursuant to this Contract. Said sum shall be the only money CONTRACTOR shall be entitled to from the CITY. Provided, however, that the CONTRACTOR may collect from any multi-family or commercial customer an additional sum for pick-up in excess of twice per week, with said sum to be negotiated between the CONTRACTOR and the customer.

2. Should the CONTRACTOR desire to seek an increase of the rates provided in this Contract, the CONTRACTOR shall petition the DeLand City Commission providing complete justification prior to July 1 of the fiscal year prior to the fiscal year that the rate would become effective. In arriving at a sum to pay the CONTRACTOR and establish a schedule of charges, the CITY shall fix such amounts as may be reasonably intended to give the CONTRACTOR a fair and reasonable return upon the actual and legitimate capital investment, excluding contributions, after allowance for reasonable depreciation and expenses for operation.

3. The Director shall resolve any dispute between the customer and the CONTRACTOR as to the rate, fee or charge for such collection services based upon consideration of the factors specified above.

4. The charge for the pickup of special collection solid waste generated by a bulk commercial unit and an individual commercial unit shall be negotiated between the CONTRACTOR and the customer and billed by the CONTRACTOR.

5. It is mutually understood between the parties that each customer shall have the right to purchase his own commercial container rather than rent same from the CONTRACTOR.

6. Where applicable, the CONTRACTOR shall bill each customer for collection services based on the rate, charge or fee for each customer as established under this section of this Contract. In the event of a dispute between the CONTRACTOR and customer as to a rate, fee or charge, or as to a charge for additional or special collection pickup, the Director shall evaluate and resolve the dispute.

7. After the completion of the fixed-price term, on each October 1st and thereafter, the rate of compensation payable to the CONTRACTOR by the CITY and the monthly rates and charges the CONTRACTOR may charge for providing collection services as set forth in Exhibit "A" shall be adjusted annually to reflect changes in the CPI. The foregoing rates shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period of April to April, and any increase or decrease shall be capped at three percent (3%) per year and eleven-point five five percent (11.55%) over the term of the Contract. Any extension of the term of this Contract will be capped at three percent (3%) per year and four-point nine five percent (4.95%) over the term of the extension of the Contract. The CONTRACTOR shall provide the CITY in writing, no later than May 15th of each year, of increases or decreases based on the CPI as provided in this section. If the CONTRACTOR does not provide the CITY with notification of an increase or decrease in the CPI by the date stated, the CITY will determine whether an adjustment shall be made to the rates. Should the CPI be discontinued or substantially modified, then an alternate index shall be chosen by mutual Contract of the CITY and the CONTRACTOR.

8. ADDITIONS AND DELETIONS TO RESIDENTIAL UNITS. On the first day of each month the total monthly payment to CONTRACTOR by CITY shall be adjusted to correspond with the increase or decrease in the number of residential units in the service area. The

adjustment shall be for premises newly occupied or vacated during the month preceding the adjustment. For example, any adjustment made on June 1 will be for residences newly occupied or vacated in May.

9. The CONTRACTOR shall be required, if requested by the customer, to furnish a roll-off container or a compactable container; provided, however, such request shall not be granted if the type of solid waste generated requires a greater frequency of pickup than reasonably contemplated by the use of said containers. In the event any waste hauler holding a franchise from the CITY is, as of the effective date of this Contract, furnishing a roll-off container or compactable container to a commercial customer within the service area of the CONTRACTOR, such other franchised CONTRACTOR may continue to furnish such specialized collection services to such commercial customer despite the language contained in this section to the contrary. The rate and rental for such roll-off container and the rental for such compactable container shall be negotiated between the CONTRACTOR and the customer and billed by the CONTRACTOR. In the event of a dispute between the CONTRACTOR and the customer as to such rate or rental, the Director shall evaluate and resolve the dispute.

10. Prior to establishing service with a commercial customer or a customer being billed by the CONTRACTOR pursuant to this section, the CONTRACTOR may collect a deposit. However, such deposit shall not exceed the normal charge for three month's service to the customer. In addition, any such deposit shall be returned to the customer after twelve (12) months continuous service with no delinquent payments. Any such customer may pay in advance for the collection services provided pursuant to this Contract. However, the CONTRACTOR shall not require a customer to pay for such collection services more than one (1) time per month, in advance.

11. The CONTRACTOR may not, under any circumstances, impose a delinquency fee for failure of a customer to make the required payments. However, the CONTRACTOR may impose, in addition to the amount owed to the CONTRACTOR, a re-connect fee not to exceed the greater of Twenty-five Dollars (\$25.00), or the normal charge for one (1) month's service for a commercial customer, when a commercial customer whose service has been terminated for non-payment wishes to be served by the CONTRACTOR again. No customer's service may be terminated for non-payment unless such customer's account is at least seventy (70) days delinquent.

SECTION 9. HURRICANE OR OTHER DISASTER.

In the case of a severe weather or disaster event, the CITY may grant the CONTRACTOR reasonable variance from the regular schedules and routes. As soon as practicable after such severe weather or disaster event, the CONTRACTOR shall advise the CITY of the estimated time required before regular schedules and routes can be resumed. In conjunction with the CITY, the CONTRACTOR shall inform all customers of service disruption. Notification by the CONTRACTOR shall be in the form of an advertisement in a newspaper of general circulation published within the City and posted to City social media.

In the event excessive amounts of debris or refuse have accumulated by reason of any natural disaster which includes the CONTRACTOR'S service area or should the Director or a committee headed by the Director decide that a severe disturbance, riot or other calamity has produced enough excess debris to need special cleanup, the CONTRACTOR shall be available

within 96 hours from the time they are notified by the Director to remove and transport the excess debris or refuse within the collection area at the rate to be established between the CITY and the CONTRACTOR. Should the CITY wish to utilize the CONTRACTOR to perform such work, the Director shall direct the CONTRACTOR to perform such work at the specified rate. However, nothing herein shall require the CITY to utilize the services of the CONTRACTOR or to prevent the CITY from contracting with other parties to perform all or a portion of such work.

SECTION 10. COMMENCEMENT OF CONTRACT; DISPUTES; DEFAULT OF CONTRACTOR; TRANSFER OF WORK TO SURETY AND CITY'S USE OF CONTRACTOR'S PROPERTY; BREACH OF CONTRACT; NO WAIVER.

1. **COMMENCEMENT OF CONTRACT:** The effective date of this Contract and the date for the commencement of collection services is October 1, 2022.

2. **DISPUTES:** To prevent all disputes or litigation, it is understood that all questions rising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the decision of the Director subject to the right of the CONTRACTOR to appeal to the City Commission, whose decision shall be final and binding.

3. **SERVICE DURING DISPUTE:** During any dispute which arises between the CITY, Director, and/or other interested party and the CONTRACTOR, in any way relating to this Contract, performance, or compensation hereunder, the CONTRACTOR shall continue to render full compliance (and not seek injunctive relief) with all terms and conditions of this Contract regardless of the nature of the dispute, unless the City Manager (or designee) of the City of DeLand specifically notifies the CONTRACTOR otherwise.

4. **DEFAULT OF CONTRACTOR:** The CONTRACTOR may be held in default of the Contract in the event the CONTRACTOR:

- a) Fails to perform the collections required by the Contract and appears, to the Director, to have abandoned the work, or to be unable to resume performance within forty-eight hours; or
- b) Has failed on two or more occasions of two working days duration in any year, to perform the collections required by the Contract; or
- c) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to so comply.

To initiate proceedings under this section, the Director shall first request the City of DeLand City Commission to declare the CONTRACTOR in default. Within three working days after its receipt of such a request, the CITY shall give notice to the CONTRACTOR, its surety and the Director of the location, time and date within the following seven calendar days of a public hearing at which the CONTRACTOR may show cause, why it should not be declared in default. In the event the CONTRACTOR fails to show, to the satisfaction of the CITY, cause why the CONTRACTOR should not be declared to be in default, the City Commission shall make such declaration.

In declaring the CONTRACTOR to have defaulted on the Contract, the CITY may also order the CONTRACTOR to discontinue further performance of work under this Contract and transfer the obligation to perform such work from the CONTRACTOR to the Surety on the CONTRACTOR'S performance bond and take any other action it deems advisable.

5. TRANSFER TO SURETY AND CITY'S USE OF CONTRACTOR'S PROPERTY:

Upon receipt of a notice that the work has been transferred to the surety with termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the Director pursuant to Section 4.2 of this Contract, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefor. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance and the CONTRACTOR shall have no claim upon the same.

In the event the surety on the CONTRACTOR'S performance bond fails to assume or continue performance within 48 hours after its receipt of notice that the work has been transferred to such surety, the CONTRACTOR shall lease, sublease or otherwise license the CITY to use all, or whatever portion is desired by the CITY, of the materials and equipment described on the most recent inventory submitted to the Director pursuant to SECTION 4.2 of the Contract, for collection purposes for a period of up to six months following the date of the declaration of default by the City of DeLand City Commission without requiring the CITY to execute any other document whatsoever to accomplish such lease, sub-lease or license and without requiring the CITY to post any bond, pledge, deposit or other security for such equipment and materials but upon the condition that the CITY pay for the equipment and materials actually used for such collection a market rental that is not greater than the monthly lease, in the event such property is leased by the CONTRACTOR; the periodic installment in the event such property is being acquired under a purchase contract; or the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided that under no circumstances shall the CITY be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default or other extraordinary payment; nor shall the satisfaction thereof be a condition to the CITY'S interim use of such property; provided further that such lease, sub-lease or license shall be suspended on the date the surety on the CONTRACTOR'S bond or its agent accepts the transfer of work under the Contract.

In the event the CITY secures the performance of work under the Contract at a lesser cost than would have been payable to the CONTRACTOR had the CONTRACTOR performed the same, the CITY shall retain such difference; but in the event such cost to the CITY is greater, the CONTRACTOR and its surety shall be liable for and pay the amount of such excess to the CITY.

All payments due the CONTRACTOR at the time of default, less amounts due the CITY from the CONTRACTOR; shall be applied by the CITY against damages suffered and expense incurred by the CITY by reason of such default; any excess shall be paid to the CONTRACTOR except as provided in the Contract.

Notwithstanding the provisions of this section, a delay or interruption in the performance of all or any part of the Contract resulting from changes ordered in the work, from labor disputes, or, from other causes beyond the CONTRACTOR'S control, shall not be deemed to be a default and the rights and remedies of the CITY provided for herein shall be applicable.

6. NO WAIVER: No waiver of full performance by either party shall be construed, or operate, as a waiver of any subsequent default of any of the terms, covenants and conditions of this Contract nor affect the right of the CITY to enforce same. The payment or acceptance of compensation for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

SECTION 11. LIQUIDATED DAMAGES.

The following acts or omissions shall be considered a breach of this Contract and for the purpose of computing damages. It is agreed that the Director may deduct from payments due or to become due to the CONTRACTOR, the following amounts as liquidated damages:

1. Collection of residential solid waste prior to 6:00 a.m. or after 6:30 p.m.
\$300.00 each case. See SECTION 3 (A) #1
2. Collection of commercial solid waste prior to 6:00 a.m.
\$300.00 each case. See SECTION 3 (A) #1
3. Legitimate Complaints – (Over twenty (20) per month).
\$50.00 each additional legitimate complaint. See SECTION 5 (#2)
4. Failure to clean vehicles and maintain in good working condition.
\$50.00 each vehicle per occurrence. See SECTION 4 (#6)
5. Failure to keep vehicles closed or covered.
\$50.00 per occurrence. See SECTION 4 (#8)
6. Loaded vehicles left standing on the street unnecessarily.
\$50.00 per occurrence. See SECTION 4 (#8)
7. Failure to pick up "Special Collection Solid Waste" within a week of scheduled pick-up.
\$50.00 each case. See SECTION 3 (A) #4
8. Failure to maintain schedule established and given as a requirement of this Contract in writing to the public and the CITY.
\$50.00 per violation of route schedule. See SECTION 4 (#2)
9. Failure to respond to complaints as required by this Contract
\$50.00 each case. See SECTION 5 (#1)

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| 10. | Failure to pick up scattered debris
\$50.00 each case | See SECTION 4(#9) |
| 11. | Failure to leave cans upright with covers securely in place
\$50.00 each case | See SECTION 4(B) #7 |
| 12. | Failure to pick up properly prepared Yard Waste
\$50.00 each case | See SECTION 4(B) #1 |
| 13. | Failure to notify CITY of route or material change
\$100.00 each case | See SECTION 4 (#4) |
| 14. | Late Annual Financial Statement
\$100.00 each day | See SECTION 17 (#1) |
| 15. | Failure to have backup equipment
\$50.00 each case | See SECTION 4 (#7) |
| 16. | Improper disposal of recyclables
\$200.00 each load | See SECTION 4 (A) #11 |
| 17. | Failure to replace damaged container
\$100.00 each case | See SECTION 4 (B) #11 |
| 18. | Failure to repair customer damage
\$200.00 each case | See SECTION 3 (A) #2 |
| 19. | Failure to provide Recycling data
\$250.00 each day | See SECTION 4 (A) # 8-10 |
| 20. | Hydraulic spills/leaks on roads
\$500.00 each case | See SECTION 4 (#10) |
| 21. | Failure to provide requested/required information per the Contract
\$500.00 | Various SECTIONS |

SECTION 12. INSURANCE AND INDEMNIFICATION

1. The CONTRACTOR shall furnish to the CITY evidence of insurance coverage for all insurance required under the provisions of this section of this Contract immediately upon the execution of this Contract by the parties. Failure of the CONTRACTOR to maintain said insurance at any time during the term of this Contract by the CONTRACTOR shall be construed to be a material breach of the Contract by the CONTRACTOR.

2. The CONTRACTOR shall provide and maintain during the term of this Contract such worker's compensation insurance as required by law for all of its employees employed in connection with the performance of the work provided for under this Contract.

3. The CONTRACTOR agrees to indemnify and save harmless the CITY from any and all liability, claims, damages, losses, expenses, proceedings and causes of action of every kind and nature arising out of or connected with the performance of his duties provided for under this Contract. The CONTRACTOR, further agrees to, at his own expense, defend any and all actions, suits or proceeding which may be brought against the CITY in connection with the performance of his duties under this Contract and to satisfy, pay and discharge any and all judgment that may be entered against the CITY in any such action or proceedings.

The CONTRACTOR agrees to provide and maintain at all times during the term of this Contract, without cost or expense to the CITY, policies of insurance generally known as "Commercial General Liability policies" insuring the CONTRACTOR against any and all claims, demands or causes of action whatsoever for injuries received or damage to property relating to the performance of the duties of the CONTRACTOR under the terms and provisions of this Contract. Such policies of insurance shall insure the CONTRACTOR in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate to cover any and all claims connected with any accident or occurrence that may arise or be claimed to have arisen against the CONTRACTOR. The CONTRACTOR agrees to provide and maintain at all times under this Contract motor vehicle public liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Said insurance policies shall provide that the CITY shall be endorsed as an additional insured to those policies and entitled to thirty (30) days written notice of any changes or cancellations in said policies.

A certificate of insurance indicating that the CONTRACTOR has coverage in accordance with the requirements of this Contract, shall be furnished by the CONTRACTOR to the Director within ten (10) days from the date of the execution of this Contract. The Director shall forward all such certificates of insurance to City of DeLand Risk Management for review while maintaining copies of certificates of insurance for coverage currently in force along with this Contract.

4. The CONTRACTOR shall include all subcontractors, whether approved by the CITY or not, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

5. In the event the CONTRACTOR is comprised of more than one individual, corporation, or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severally liable under this Contract.

SECTION 13. PERFORMANCE BOND.

The CONTRACTOR shall provide a CONTRACTOR'S performance and payment bond for 100% of the contract value with a surety company acceptable to the CITY as surety (The surety shall be a company authorized to conduct business in Florida with a minimum AM Best rating of A+ or higher), which bond shall be conditioned that such CONTRACTOR shall faithfully perform all of the provisions of this Contract and pay all laborers, mechanics and sub-Contractors and material men, and all persons who shall supply such CONTRACTOR or sub-Contractors with provisions and supplies for the performance of this Contract; and shall perform work or services, or furnish material to any sub-Contractor, shall have the same right under the provisions of such

bond as if such works, services or material was furnished to the original CONTRACTOR, and shall contain appropriate recitations; (1) that it is issued pursuant to this Section of this Contract; (2) that it shall be construed to meet all the requirements specified herein and to give all of the rights specified in SECTION 10; and (3) that any condition or limitation in such bond which is in conflict with the conditions and requirements of this Section is void.

SECTION 14. CONTRACTOR'S RELATION TO CITY

It is expressly agreed and understood that the CONTRACTOR is in all respects an independent Contractor as to the work notwithstanding in certain respects the CONTRACTOR is bound to follow the direction of designated City Officials and the CONTRACTOR is in no respect an agent, servant or employee of the CITY. This Contract specifies the work to be done by the CONTRACTOR, but the equipment and methods to be employed to accomplish this work shall be the responsibility of the CONTRACTOR, unless otherwise provided in this Contract.

The CONTRACTOR's performance of this Contract shall be supervised by the Director or his/her designee. If at any time during the term of this Contract, performance satisfactory to the Director or his/her designee shall not have been made, the CONTRACTOR, upon notification by the Director or his/her designee, shall increase the force, tools and equipment as needed to perform this Contract properly. If, within twenty-four (24) hours of the CITY's notification, the CONTRACTOR shall fail to take measures to increase the force, tools and equipment as needed to perform this Contract, the CITY may elect to temporarily hire equipment and manpower in order to restore the level of service to an acceptable level. The CITY may claim reimbursement of all costs incurred hereunder from the CONTRACTOR's surety and as otherwise available under law. The failure of the Director or designee to give such notification shall not relieve the CONTRACTOR of its obligation to perform the work at the time and in the manner specified by this Contract.

SECTION 15. DETERMINATION OF NON-COMPLIANCE

To prevent misunderstanding and litigation, the Director shall decide any and all questions which may arise concerning the quality and acceptability of the services performed, the sufficiency and performance, the interpretation of Contract provisions and the acceptable fulfillment of this Contract on the part of the CONTRACTOR; and the Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the CONTRACTOR.

The Director shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and such findings and conclusions shall be final and binding on both parties. The CONTRACTOR may appeal the Director's decision to the City of DeLand City Commission.

SECTION 16. INSPECTION OF WORK

The CONTRACTOR shall furnish to the Director or designee or authorized representative, every reasonable opportunity for ascertaining whether or not the work as performed is in accordance with the requirements of this Contract. The Director or designee may appoint qualified person(s) to inspect the CONTRACTOR's operation and equipment at any reasonable

time, and the CONTRACTOR shall admit authorized representatives of the CITY to make such inspections at any reasonable time and place. The CONTRACTOR shall designate, in writing, the person to serve as its agent and liaison between its organization and the CITY.

SECTION 17. CERTIFIED AUDIT.

1. On or prior to June 30 of each year, CONTRACTOR at its own expense shall provide the CITY with a certified audit performed by an independent Certified Public Accountant. Such audit shall be performed in accordance with generally accepted auditing standards, and shall cover the annual period of the CONTRACTOR's most recent fiscal year. The audit report shall identify and separate that portion of CONTRACTOR'S business performed in the City. Such audit shall also include, but shall not be limited to, a statement of financial condition, a statement of gross receipts of the CONTRACTOR for services rendered under this Contract, the average number of customers, and a statement of expenditures indicating where and how such expenditures were incurred.

2. The CITY and the CONTRACTOR understand and agree that time is of the essence regarding the receipt of the certified audits. Therefore, if the CONTRACTOR fails to provide the CITY with said certified audit on or prior to the date prescribed herein, the CONTRACTOR shall pay the CITY the sum of One Hundred Dollars (\$1,000.00) per day for each day the audit is received after June 30th. Provided, however, that the CITY may, upon request by the CONTRACTOR not later than June 15th of a given year, grant the CONTRACTOR an extension not to exceed thirty (30) days for good cause shown.

If the CITY has not received the certified audit within the prescribed time, the Director shall notify the CONTRACTOR in writing. If the certified audit is not received within thirty (30) days of the date such notice is mailed, the CITY may conduct its own audit in accordance with this Contract. In such event, in addition to the late fee set out above, the CONTRACTOR shall reimburse the CITY for all costs it incurs in auditing the CONTRACTOR and collecting the sums it is entitled to hereunder, including court costs and a reasonable attorney's fee.

3. The CONTRACTOR shall make available to the CITY the work papers of the auditor in connection with the certified audit required by this section. The CONTRACTOR shall not contract for audit services with an auditor that will not make said work papers available to the CITY.

SECTION 18. PUBLIC AWARENESS CAMPAIGN.

1. CONTRACTOR shall assist the CITY in on-going education efforts to promote the CITY'S recycling program. The CONTRACTOR shall cooperate with the CITY in promotional activities and events, if so requested.

2. The CONTRACTOR shall perform, as a minimum, the following:

a) Organize and sponsor a "kick off" event to promote the CITY's recycling cart program as described herein.

b) Provide a special flyer for distribution with each recycling cart to be delivered to the participating customers on a quarterly basis.

- c) Attend and participate in public meetings regarding the recycling program, such as homeowners' associations, civic organizations, etc., as requested by the Director.

SECTION 19. ELECTRONIC COMPATIBILITY

1. The CONTRACTOR shall provide data about each user of their service as required from time to time by the CITY in a format and on a media to be defined by the CITY. The CITY shall provide the CONTRACTOR with a written request for data and the media required and shall specify the date the information is required.
2. The exact data and format of the data requested may change from time to time. The CONTRACTOR shall provide the required data within thirty (30) days of being given written notice by the CITY of a required change. If the change involves new media that the CONTRACTOR does not possess, the CITY shall determine the time in which the CONTRACTOR shall provide the required data.
3. The CITY may, upon written request by the CONTRACTOR, grant the CONTRACTOR an extension, not to exceed thirty (30) additional days, beyond the original specified date to deliver the data. However, such request shall be made not later than thirty (30) days prior to the original specified due date.

SECTION 20. MISCELLANEOUS.

1. The CONTRACTOR shall pay all Federal, State and local taxes and fees including, but not limited to sales tax, social security, workers' compensation, unemployment insurance and other required taxes and fees which may be chargeable against labor, material, equipment, real estate and any other item necessary to and in the performance of this Contract.
2. The CONTRACTOR shall comply with all laws, ordinances, rules and regulations now existing or established or hereinafter established at any time during the term of this Contract by the City, State of Florida, and Federal Government.

3. SCRUTINIZED COMPANIES

(a) CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

(b) If this Contract is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the

Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Contract.

(c) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

4. The CONTRACTOR shall perform the duties under the terms and provisions of this Contract as an independent Contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. No part of this Contract shall in any way be construed or interpreted to constitute the CONTRACTOR or any of his agents or employees as the agent, employee or representative of the CITY.

5. No assignment or subletting of all or any portion of the work under this Contract shall be permitted except with written approval of the Commission. The CONTRACTOR alone, subject to the provisions of his performance bond, shall be held responsible for the full and faithful performance of this Contract.

6. No modification or amendment of the terms hereof shall be effective unless written and signed by the parties hereto.

7. The provisions, covenants and conditions to this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

8. Should any terms, provision, condition or other portion of this Contract or the application thereof be held to be inoperative, invalid or unenforceable, the remainder of the Contract or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

9. The terms and conditions of this Contract supersede the terms, obligations and conditions of any existing or prior contract or understanding, written or oral, between the parties regarding the work to be performed, compensation to be paid, and all other matters contained.

10. Except in those circumstances as otherwise expressly provided for herein, in the event of any legal action to enforce the terms of this Contract, each party shall bear its own attorney's fees and costs.

11. This Contract shall be deemed to have been executed and entered into the State of Florida and this Contract, and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida.

12. Venue for any legal action brought by any party to this Contract to interpret, construe or enforce this Contract shall be in a State Court in the County of Volusia, Florida.

13. **Right to audit.** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. The CITY shall have the right to audit said books and accounts at any time during normal business hours upon giving reasonable notice to the CONTRACTOR as to the time and place of such audit.

14. City of DeLand will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 (e) Section 274(e) of the Immigration and Nationality Act. The Owner shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

15. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from date of being placed on convicted vendor list.

16. The parties hereby acknowledge that they fully reviewed this Contract, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

17. All notices required or contemplated by this Contract shall be personally served or mailed, posted prepaid, and return receipt requested, addressed to the parties as follows:

CITY:

CONTRACTOR:

18. Employment Eligibility Verification (E-Verify):

(a)The CONTRACTOR:

(1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract; and

(2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract; and

(3) agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the CITY consistent with the terms of the CONTRACTOR'S enrollment in the program. This includes maintaining a copy of proof of the CONTRACTOR's and subcontractors' enrollment in the E-Verify Program.

(b) Compliance with the terms of this section is made an express condition of this Contract and the CITY may treat a failure to comply as a material breach of this Contract.

(c) A Contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the Contractor hires or employs a person who is not eligible for employment.

(d) Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

19. PUBLIC RECORDS ACCESS:

A. CONTRACTOR shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Contract are public records under Florida law, as defined in Section 119.011(12), F.S. CONTRACTOR shall keep and maintain public records required by the City to perform the services under this Contract.

B. This Contract may be unilaterally canceled by the CITY for refusal by the CONTRACTOR to either provide to the CITY upon request, or to allow inspection and copying of all public records made or received by the CONTRACTOR in conjunction with this Contract and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

C. If CONTRACTOR meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating

to this Contract for services must be made directly to the CITY. If the CITY does not possess the requested records, they shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the CITY or allow the records to be inspected or copied within a reasonable time. If CONTRACTOR fails to provide the public records to the CITY within a reasonable time, the CONTRACTOR may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the CITY's custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. CONTRACTOR shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the CITY.
- iv. Upon completion of the Contract, CONTRACTOR shall transfer, at no cost to CITY, all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the services under this Contract. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties have executed this Contract as of the last date written below.

ATTEST

CITY OF DeLAND COMMISSION

Julie Hennessy, Clerk

XXXXX, Chair

As approved by the Commission on _____

Reviewed for Legal Form and Content

Contractor Name

By:_____

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2022, by

_____, who is personally known to me to be the

_____ for the Firm, OR who produced the following

identification: _____

Notary Public

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT

State of _____)

City of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Contractor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Contractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Contractor, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Contractor, firm, or person to fix the price or prices in the attached Proposal or of any other Contractor, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Contractor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: _____
Signature of Individual

Printed Name of Individual

Title of Individual

Signed, sealed and delivered in the presence of:

Witness

Witness

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or Type as Commissioned)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

(CONTRACTOR)

(PRINCIPAL CONTRACTOR ADDRESS)

(PRINCIPAL CONTRACTOR ADDRESS 2)

(TELEPHONE NUMBER)

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

(SURETY)

(SURETY ADDRESS)

(SURETY ADDRESS 2)

(TELEPHONE NUMBER)

(AM BEST, NAIC, OR FEIN NUMBER)

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida;

are held and firmly bound unto the City of DeLand , (hereinafter called "Obligee"), in the penal sum of

_____ Dollars and no cents (\$_____),

good and lawful money of the United States of America, for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The Condition of this Obligation is such, that, should Obligee accept the bid of the Principal for the SOLID WASTE & RECYCLE COLLECTION SERVICES, RFP No. RFP-22-03, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Bidding or Contract Documents with good, qualified and sufficient surety for the faithful performance of such construction for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall be null and void; otherwise this bid is to remain in full force and effect for the payment to Obligee of the stated penal sum hereof.

IN WITNESS WHEREOF, we have hereunto set our signatures and seal this _____ day of _____, 20____, all pursuant to due authorization.

Principal (Seal)

By _____
Surety

By _____
As Attorney-in-Fact (Attach Power of Attorney)

STATE OF _____)
COUNTY OF _____) S.S.

I, _____, a Notary Public in and for the State and City aforesaid, do hereby certify that _____, and _____, whose names are signed to the foregoing bond, this day personally appeared before me in my State and City aforesaid and acknowledged the same. Given under my hand and seal this _____ day of _____, 20____.

NAME OF NOTARY PUBLIC (*PRINTED*)

SIGNATURE OF NOTARY PUBLIC STATE

COMMISSION NUMBER

MY COMMISSION EXPIRES: _____

(AFFIX SEAL or STAMP)

FORM OF PERFORMANCE BOND

BY THIS BOND, We _____, as Principal and _____ a corporation as Surety, are bound to the City of DeLand, DeLand, Florida, herein called "Owner," in the sum of _____ Dollars and no cents (\$_____), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigned, jointly and severally.

THE CONDITIONS OF THIS BOND are that if Principal:

1. Performs promptly, completely and faithfully the contract dated _____, 20____, between Principal and Owner for supply and implementation of the _____, the contract being attached hereto and made a part of this bond by reference, in such time and without delay, and in the manner prescribed in the contract including the delivery, execution and performance of any warranty work required by the contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL

Company: _____

Print Name: _____

Title: _____

(Corporate Seal of PRINCIPAL below)

SURETY

Company: _____

Print Name: _____

Title: _____

(Corporate Seal of SURETY below)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged: _____

Date: _____

CITY OF DeLAND
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "[w]henver two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- (4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section."

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with The City of DeLand's General Conditions, Drug-Free Workplace.

Business Name

Bid Number and Name

Authorized Representative's Signature

Date

Name

Position

REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____

ADDRESS _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

TELEPHONE # _____ FAX# _____ DATE _____

EMAIL: _____

EXHIBIT B

EXHIBIT B TO SOLID WASTE FRANCHISE CONTRACT
LIST OF RECYCLABLE MATERIALS

Newspaper

White & Mixed office paper

Corrugated cardboard containers

Junk Mail and other residential mixed paper

Paperboard cartons

Magazines/Phonebooks

Clean aluminum cans, foil, pie plates

Plastic bottles, coded (#1 to #7)

Glass bottles (green, blue, clear or amber)

Steel/tin cans

Additional materials may be added, deleted, or changed with the approval of the Public Works Director

EXHIBIT C

Attachment C

EXHIBIT I CITY SOLID WASTE AND RECYCLING (FREE SERVICES)					
LOCATION	MATERIAL	QYT	SIZE	FREQ	
Public Works (Multiple Bldg)	Solid Waste	1	8 yd	1x wk	
Public Works (Multiple Bldg)	Street Sweeper	2	20 yds		
Public Works (Multiple Bldg)	C&D	4	20 yds	On Call	
Public Works (Multiple Bldg)	Tires	1	20 yds	On Call	
Public Works (Multiple Bldg)	Solid Waste	1	4 yd	1x wk	
Public Works (Multiple Bldg)	Rec	1	4 yd	1x wk	
Waste Water Complex	Rec	4	96 gal	1x wk	
Waste Water Complex	Solid Waste	2	4 yd	2x wk	
Waste Water Complex	Solid Waste	1	6 yd	2x wk	
Waste Water Complex	Solid Waste	1	3 yd	2x wk	
Michigan Ave Water Plant	Solid Waste	1	20 yds	On Call	
Airport Maintenance Bldg-Langley Ave	Solid Waste	1	20 yds	On Call	
Leigh Matusick Airport Mgt Center	Rec	1	96 gal	1x wk	
Leigh Matusick Airport Mgt Center	Solid Waste	3	96 gal	1x wk	
Cusack Resource Center-489 W Mathis Ave	Solid Waste	2	96 gal	1x wk	
City of DeLand Shared-City Hall	Solid Waste	1	6 yd com	2x wk	
Police Station	Solid Waste	1	6 yd	3x wk	
Police Dept Gun Range (Piston Range Rd)	Solid Waste	1	4 yd	1x wk	
Fire Station 81- 343 W Howry	Solid Waste	1	6 yd	3x wk	
Fire Station 81- 343 W Howry	Rec	1	96 gal	1x wk	
Fire Station 82 - Int'l Speedway	Solid Waste	1	4 yd	2x wk	
Fire Station 82 - Int'l Speedway	Rec	1	96 gal	2x wk	
Fire Station 83 - Taylor Rd	Solid Waste	1	2 yd	1x wk	
Fire Station 83 - Taylor Rd	Rec	4	96 gal	1x wk	
DeLand Naval Museum	Solid Waste	3	96 gal	1x wk	
City of DeLand - 100 N Woodland Blvd	Solid Waste	1	8 yd	4x wk	
City of DeLand - 230 N Stone	Solid Waste	2	6 yd	2x wk	
Freedom Playground - 230 N Stone	Solid Waste	1	6 yd	2x wk	
Chisholm Center/Playground	Solid Waste	1	6 yd	5x wk	
Jackson Gym	Solid Waste	1	4 yd	1x wk	
Earl Brown Park/Disney Tennis/Sanborn Ctr	Solid Waste	1	4 yd	On Call	
Earl Brown Park/Disney Tennis/Sanborn Ctr	Solid Waste	1	6 yd	On Call	
Earl Brown Park/Disney Tennis/Sanborn Ctr	Rec	1	8 yd	On Call	
Spec Martin Stadium	Solid Waste	1	8 yd	3x wk	
Spec Martin Stadium	Rec	1	8 yd	1x wk	
Little League Field - 403 S Alabama	C&D	1	20 yd	On Call	
Conrad Park	Solid Waste	1	8 yd	1x wk	
Sperling Sports Compex	Solid Waste	1	8 yd	3x wk	
Sperling Sports Compex	C&D	1	20 yd	On Call	
Centennial Alley (Rich Ave) - 6 AM PICK UP	Solid Waste	1	6 yd or 8 yd	6x wk	
Centennial Alley (Rich Ave) - 6 AM PICK UP	Solid Waste	1	6 yd or 8 yd	6x wk	
Parking Lot #1 & #2	Solid Waste	1	6 yd com	3x wk	
Parking Lot #3	Solid Waste	1	4 yd	3x wk	

LOCATION	MATERIAL	QYT	SIZE	FREQ	
Parking Lot #4 & #5 - 6 AM PICK UP	Solid Waste	1	6 yd com	3x wk	
Parking Lot #4 & #5 - 6 AM PICK UP	Rec	1	8 yd	2x wk	
Parking Lot #6- 6 AM PICK UP	Solid Waste	1	6 yd com	2x wk	
Parking Lot #6- 6 AM PICK UP	Rec	1	6 yd	3x wk	
Parking Lot #8	Solid Waste	1	4 yd	3x wk	
Parking Lot #9 & #10	Solid Waste	1	8 yd	4x wk	
Parking Lot #9 & #10	Rec	1	6 yd	3x wk	
Parking Lot #11	Solid Waste	1	8 yd	5x wk	
Parking Lot #11	Rec	1	4 yd	3x wk	
Special Servicess					
DeLand Sponsered SPECIAL EVENTS -SHALL INCLUDE SOLID WASTE & RECYCLING CONTAINERS PER EVENT ORGANIZER					
EVENTS					
Martin Luther King Jr Parade					
Mardi Gras/Dog Parade					
Outdoor Arts Festival					
Freedom Festival					
DeLand Bike Rally					
DeLand High School Homecoming Parade					
Monsters on Mainstreet					
Veteran's Parade					
Fall Festival of the Arts					
Stetson Football Games					
(2) Community Shred Days					
NOTE: Additional events may be added to this list, as determined by the City Commission or at the discretion of the City Manager or his/her designee.					

EXHIBIT D

Solid Waste & Recycle Collection Services Rates and Charges

Service Description	Unit Price
Residential Service Collection Component - Once a week solid waste collection, transport, and disposal (64 or 96-gallon cart) - Once a week recycling collection, transport, and disposal (64-gallon cart or 18-gallon bin) - Once a week yard waste/trash collection, transport, and disposal (3 cubic yards or less) - Bulk Collection (Free service, two times per year)	\$ <u>14.96</u> Monthly Unit Price
Fuel Component Fuel Component (Each Residential Service Unit)	\$ <u>1.01</u> Monthly Unit Price
Total Monthly Charges (Services Above)	\$ <u>15.97</u> Monthly Unit Price

Rates for Supplemental Services

Service Description	Unit Price
Additional 64 or 96-gallon Cart	\$ <u>6.95</u> Monthly/Cart
Side/Rear yard service (non-disabled, 64 or 96-gallon cart)	\$ <u>77.25</u> Monthly/Cart
Apartments/Multi-family (served by carts)	\$ <u>19.57</u> Monthly/Unit
Residential Bulk Waste Collection (after 2 free pick-ups)	\$ <u>8.24</u> Each Item
Residential Yard Waste Special Pick-up (exceeding 3 cubic yards)	\$ <u>20.14</u> Per Cubic Yard
Two (2) Community Document Shredding Events per year	\$ <u>0.00</u> Annual Cost

COMMERCIAL SOLID WASTE COLLECTION SERVICES

Container size	Weekly Pick ups	Monthly Charges (per cart provider)
96-Gallon Cart	One	\$20.60
96-Gallon Cart	Two	\$41.20
96-Gallon Cart	Three	\$61.80
96-Gallon Cart	Four	\$82.40
96-Gallon Cart	Five	\$103.00

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
2 Yard Frontload	One	\$77.25
2 Yard Frontload	Two	\$154.50
2 Yard Frontload	Three	\$231.75
2 Yard Frontload	Four	\$309.00
2 Yard Frontload	Five	\$386.25
2 Yard Frontload	Six	\$463.50
2 Yard Frontload	Seven	\$540.75
3 Yard Frontload	One	\$131.80
3 Yard Frontload	Two	\$263.60
3 Yard Frontload	Three	\$395.40
3 Yard Frontload	Four	\$527.20
3 Yard Frontload	Five	\$658.96
3 Yard Frontload	Six	\$790.76
3 Yard Frontload	Seven	\$922.56
4 Yard Frontload	One	\$143.76
4 Yard Frontload	Two	\$287.52
4 Yard Frontload	Three	\$431.28
4 Yard Frontload	Four	\$575.05
4 Yard Frontload	Five	\$718.80
4 Yard Frontload	Six	\$862.56
4 Yard Frontload	Seven	\$1,006.33

CONTAINERIZED (UNCOMPACTED)		
Non-Compacting Units	Weekly Pick ups	Monthly Charge
5 Yard Frontload	One	\$156.80
5 Yard Frontload	Two	\$313.59
5 Yard Frontload	Three	\$470.40
5 Yard Frontload	Four	\$627.20
5 Yard Frontload	Five	\$783.99
5 Yard Frontload	Six	\$940.80
5 Yard Frontload	Seven	\$1,097.60
6 Yard Frontload	One	\$200.85
6 Yard Frontload	Two	\$350.20
6 Yard Frontload	Three	\$602.55
6 Yard Frontload	Four	\$803.40
6 Yard Frontload	Five	\$1,004.25
6 Yard Frontload	Six	\$1,205.10
6 Yard Frontload	Seven	\$1,405.95
8 Yard Frontload	One	\$267.80
8 Yard Frontload	Two	\$535.60
8 Yard Frontload	Three	\$803.40
8 Yard Frontload	Four	\$1,071.20
8 Yard Frontload	Five	\$1,339.00
8 Yard Frontload	Six	\$1,606.80
8 Yard Frontload	Seven	\$1,874.60

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
2 Yard Frontload	One	\$149.35
2 Yard Frontload	Two	\$298.70
2 Yard Frontload	Three	\$448.05
2 Yard Frontload	Four	\$597.40
2 Yard Frontload	Five	\$746.75
2 Yard Frontload	Six	\$896.10
2 Yard Frontload	Seven	\$1,045.45
3 Yard Frontload	One	\$203.45
3 Yard Frontload	Two	\$407.15
3 Yard Frontload	Three	\$610.72
3 Yard Frontload	Four	\$814.29
3 Yard Frontload	Five	\$1,017.86
3 Yard Frontload	Six	\$1,221.44
3 Yard Frontload	Seven	\$1,425.01
4 Yard Frontload	One	\$278.10
4 Yard Frontload	Two	\$556.20
4 Yard Frontload	Three	\$834.30
4 Yard Frontload	Four	\$1,112.40
4 Yard Frontload	Five	\$1,390.50
4 Yard Frontload	Six	\$1,668.60
4 Yard Frontload	Seven	\$1,946.70

CONTAINERIZED (COMPACTED)		
Compacting Units	Weekly pick ups	Monthly Charge
5 Yard Frontload	One	\$281.60
5 Yard Frontload	Two	\$563.20
5 Yard Frontload	Three	\$844.81
5 Yard Frontload	Four	\$1,126.41
5 Yard Frontload	Five	\$1,408.01
5 Yard Frontload	Six	\$1,689.62
5 Yard Frontload	Seven	\$1,971.23
6 Yard Frontload	One	\$412.00
6 Yard Frontload	Two	\$842.00
6 Yard Frontload	Three	\$1,236.00
6 Yard Frontload	Four	\$1,648.00
6 Yard Frontload	Five	\$2,060.00
6 Yard Frontload	Six	\$2,472.00
6 Yard Frontload	Seven	\$2,884.00
8 Yard Frontload	One	\$383.01
8 Yard Frontload	Two	\$766.02
8 Yard Frontload	Three	\$1,149.03
8 Yard Frontload	Four	\$1,532.03
8 Yard Frontload	Five	\$1,915.05
8 Yard Frontload	Six	\$2,298.05
8 Yard Frontload	Seven	\$2,681.06

Roll off Container per Pull Charge:	20 Yard	\$307.46
	30 Yard	\$307.46
	40 Yard	\$307.46
	Compactors	\$334.75

Roll off/Compactor rental or lease fees monthly:	10 Yard	\$489.25
	20 Yard	\$489.25
	30 Yard	\$489.25
	40 Yard	\$489.25

Delivery Charges for all Roll off Type Containers: \$257.50 Per Delivery

Additional Charge for Commercial Containers:	
Wheels on container	\$51.50 each
Locking Bars and/or Locks	\$77.25 each

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Creating the Beresford Reserve Brownsfield Advisory Committee.

DEPARTMENT: Legal

PREPARED BY: Darren Elkind, City Attorney

ATTACHMENTS: Resolution, 2020-94 SandHill Brownfield Reso

APPROVED BY: Michael Pleus, City Manager, September 1, 2022

SUMMARY/HIGHLIGHT:

The proposed Resolution creates the Beresford Reserve Brownfield Advisory Committee pursuant to Section 3 (a) of Ordinance Number 2022-22. The proposed Resolution provides for the Committee to consist of five members as well as a City staff member to serve as an *ex officio* member of the Committee who does not vote, but may be elected as the Committee's presiding officer.

The City Commission will need to appoint the five members of the Committee. Ordinance Number 2022-22 provides that Committee members should have a relationship to the Beresford Springs Redevelopment Brownfield Site, such as by being a resident, business owner, property owner or environmental consultant. Following adoption of this Resolution, the City Clerk will advertise the positions and the City Commission will appoint members following the receipt of applications.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

High Value Government.

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The proposed Resolution is designed to provide the City with mechanisms to assist in the development and redevelopment of real property within the Beresford Springs Redevelopment Brownfield Site (the former Sandhill Golf Course Brownfield Area) thereby enhancing the tax base of the City as well as the employment and economic wellbeing of City residents and businesses.

RECOMMENDATION:

City staff recommends that the City Commission approve the proposed Resolution creating the Beresford Springs Redevelopment Brownfield Site Committee.

BACKGROUND/DISCUSSION:

The City Commission established, as part of the City's Brownfield Redevelopment Program, through the enactment of Ordinance Number 2022-22, the ability to appoint City brownfield advisory committees for various specific areas of the City which appointment process is unique from the economic development

functions of the City and the City's Economic Development Committee.

Brownfields are areas of real properties where expansion, reuse or redevelopment may be complicated by real or perceived environmental conditions, but brownfields do not necessarily have to be contaminated. The overall object of brownfield programs is to rejuvenate abandoned, vacant or underused properties and utilize them to their greatest potential. It is an incentive-driven program with financial enticement for redevelopment and liability relief when cleaning up any discovered contamination. The State of Florida has provided in Sections 376.77 through 376.85, *Florida Statutes*, as amended (the "Brownfield Redevelopment Act"), for the designation of certain lands as "brownfield areas," and for the corresponding provision of environmental remediation, rehabilitation and economic redevelopment for such areas. A Brownfields designation can make available Federal, State and local financial incentives that might not otherwise be available including, but not limited to, job creation incentives.

The City Commission has designated, and may continue to designate, brownfield areas within the City Limits of the City for remediation, rehabilitation and economic redevelopment. A previously designated area is the Beresford Springs Redevelopment Brownfield Site (the former Sandhill Golf Course Brownfield Area).

The purpose of the Brownfield Advisory Committee is to:

1. Be responsible for making recommendations to the City Commission regarding the Beresford Reserve Brownfield.
2. Receive public comment on the rehabilitation and redevelopment of the Beresford Reserve Brownfield, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials and recommend ways to encourage public interest and local participation in the initiatives related to the Beresford Brownfield.
3. Review and recommend ways to encourage public interest and participation in the redevelopment of the Beresford Reserve Brownfield and initiatives of the City related thereto.
4. Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord or in collaboration with other entities.
5. Otherwise, perform the functions set forth in Section 376.80 (4), Florida Statutes.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, CREATING THE BERESFORD RESERVE BROWNFIELD ADVISORY COMMITTEE IN ACCORDANCE WITH THE PROVISIONS OF ORDINANCE NUMBER 2022-22; PROVIDING FOR LEGISLATIVE AND ADMINISTRATIVE FINDINGS AND INTENT; PROVIDING FOR THE COMMITTEE’S PURPOSE, MEMBERSHIP, DUTIES, RESPONSIBILITIES AND MEETINGS; PROVIDING FOR A SAVINGS PROVISION; PROVIDING FOR IMPLEMENTING ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of DeLand established, as part of the City's Brownfield Redevelopment Program, through the enactment of Ordinance Number 2022-22, the ability to appoint City brownfield advisory committees for various specific areas of the City which appointment process is unique from the economic development functions of the City and the City’s Economic Development Committee; and

WHEREAS, the City Commission of the City of DeLand desires to and does hereby establish the Beresford Reserve Brownfield Advisory Committee, and has deemed approval of this Resolution to be in the best interests of the residents and citizens of the City of DeLand and to further the public health, safety and welfare; and

WHEREAS, this Resolution is enacted pursuant to the statutory and constitutional home rule powers of the City of DeLand as set forth at Article VIII, Section 2, of the *Constitution of the State of Florida*; Chapter 163, *Florida Statutes*; Chapter 166, *Florida Statutes*, and other applicable controlling law to include, but not be limited to, the provisions of Ordinance Number 2022-22; and

WHEREAS, the City of DeLand has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. Legislative and Administrative Findings and Intent.

The City Commission of the City of DeLand hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.

Section 2. Creation of the Beresford Reserve Brownfield Advisory Committee.

The Beresford Reserve Brownfield Advisory Committee is created pursuant to City of DeLand Ordinance Number 2022-22.

Section 3. Membership of Beresford Reserve Brownfield Advisory Committee; Jurisdiction; Initial Appointments; Meetings; Officers.

(a). The Beresford Reserve Brownfield Advisory Committee shall the serve the purposes set forth in Section 376.80(4), Florida Statutes for the brownfield area previously designated by the City of DeLand and referred to, at least formerly, as the Sandhill Golf Course Brownfield Area.

(b). The Beresford Reserve Brownfield Advisory Committee shall consist of five (5) Committee members appointed by the City Commission.

(c). Additionally, the City Commission hereby appoints a City staff member, designated by the City Manager, to serve as an *ex officio* member of the Committee who shall not have a vote, but may be elected to be a presiding officer and shall serve as a City Commission liaison to the Committee.

(d). Vacancies on the Beresford Reserve Brownfield Advisory Committee shall be filled by the City Commission.

Section 4. Purpose of the Beresford Reserve Brownfield Advisory Committee; Duties and Responsibilities.

(a). The purpose of the Beresford Reserve Brownfield Advisory Committee is to monitor the administration of the brownfield area established by City of DeLand Resolution Number 2020-94 (generally the former Sandhill / Southridge golf course site) which is hereinafter referred to as the “Beresford Reserve Brownfield”, provide a forum for the dissemination of information to the public about the redevelopment process, and to provide any input to the City Commission, and otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

(b). The Beresford Reserve Brownfield Advisory Committee shall:

(1). Be responsible for making recommendations to the City Commission regarding the Beresford Reserve Brownfield.

(2). Receive public comment on the rehabilitation and redevelopment of the Beresford Reserve Brownfield, future land use, local employment opportunities, community safety and economic justice. The Committee will also review outreach efforts and materials and recommend ways to encourage public interest and local participation in the initiatives relating to the Beresford Reserve Brownfield.

(3). Review and recommend ways to encourage public interest and participation in the redevelopment of the Beresford Reserve Brownfield and initiatives of the City related thereto.

(4). Provide periodic reports to the City Commission either when directed to do so by the City Commission or the City Manager or on its own accord or in collaboration with other entities.

(5). Otherwise perform the functions set forth in Section 376.80(4), Florida Statutes.

Section 5. Future Implementing Actions; Notification.

(a). The City Manager is assigned the responsibility to take any and all necessary administrative actions necessary to implement the actions of the Beresford Reserve Brownfield Advisory Committee to be taken pursuant to the provisions of this Resolution.

(b). In accordance with the spirit of Section 376.80(1), *Florida Statutes*, the City Clerk – Auditor is hereby directed to notify the Florida Department of Environmental Protection of the creation of the Beresford Reserve Brownfield Advisory Committee and provide that State agency with a certified copy of this Resolution in such communication.

(c). The City Attorney is instructed to assist the Beresford Reserve Brownfield Advisory Committee and the City Manager in the implementation of this Resolution.

Section 6. Conflicts.

All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed and rescinded.

Section 7. Savings.

The prior actions of the City of DeLand relating to brownfield regulation activities of and within the City including, but not limited to, those pertaining to the Beresford Springs Redevelopment Brownfield Site, as well as any and all related matters, are hereby ratified and affirmed.

Section 8. Severability.

If any section, sentence, phrase, word, or portion of this Resolution 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 Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 9. Effective Date.

This Resolution shall take immediate effect upon adoption.

PASSED AND DULY ADOPTED this 7th day of September, 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy, MMC
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION NO. 2020 - 94

**A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA
DESIGNATING CERTAIN REAL PROPERTY WITHIN THE CITY OF
DELAND AS A BROWNFIELD AREA; AUTHORIZING THE CITY CLERK TO
NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION OF THE DESIGNATION; PROVIDING FOR SEVERABILITY
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Brownfields Redevelopment Act, codified in sections 376.77 through 376.85 Florida Statutes authorizes local governments to designate by resolution certain properties as brownfield areas to help provide for environmental remediation, rehabilitation and economic development; and

WHEREAS, Section 376.79 of the Act provides the following definition:

Brownfield area means a contiguous site of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment sites, enterprise zones, empowerment zones, other such designated economically deprived communities and sites, and Environmental Protection Agency-designated brownfield pilot projects.

WHEREAS, Sandhill Enterprises, LLC, as the property owner, and Elevation Development, LLC, acting as developer, have asked that the property located at the former Sandhill Golf Course be designated as a brownfield area; and

WHEREAS, the City Commission of the City of DeLand has considered the following requirements set forth in Section 376.80(2)(a)1-4, Florida Statutes, including whether the brownfield area warrants economic development and has a reasonable potential for such activities; whether the proposed area to be designated represents a reasonably focused approach and is not overly large in geographic coverage; whether the area has potential to interest the private sector in participating in rehabilitation; and whether the area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the City Commission of the City of DeLand wishes to notify the Florida Department of Environmental Protection of its decision to designate a brownfield area for remediation, rehabilitation and economic development for the purpose set forth in the Act; and

WHEREAS, the City Commission of the City of DeLand has reviewed the requirements for designation of a brownfield area set forth in Section 376.80(2)(a) Florida Statutes, and determined that the proposed area qualifies for designation as a brownfield area because the requirements have been satisfied; and

WHEREAS, the City Commission of the City of DeLand has determined that the property should be designated as a brownfield area under the Brownfield Redevelopment Act, and has determined that the designation is consistent with the city's comprehensive plan; and

WHEREAS, the procedures set forth in Section 376.80(1) of the Act, including the notice and public hearing requirements set forth in Sections 166.041 and 166.041(3)(c) 2, Florida Statutes, have been complied with; and

WHEREAS, the Act provides authority to local government agencies to designate certain lands as brownfield areas; and to use the full range of economic and tax incentives available to facilitate and promote the rehabilitation of brownfield areas and sites to help eliminate public health and environmental hazards and to promote the creation of jobs and economic development; and

WHEREAS, Section 376.80(1) of the Act requires a municipality to adopt a resolution designating a brownfield area in accordance with the procedures outlined in Section 166.041 Florida Statutes, and that notice for the public hearings must be in the form established in 166.041(3)(c) 2, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission of the City of DeLand hereby declares and designates those lands that are generally depicted in the map and legally described in Exhibit A attached hereto to be a brownfield area in accordance with the Act and authorizes the use of the full range of economic and tax incentives available to facilitate and promote the rehabilitation of the brownfield area.

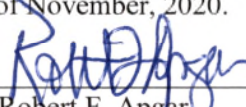
Section 2. In accordance with Section 376.80(1) Florida Statutes, the city shall notify the Florida Department of Environmental Protection of its decision to designate this brownfield area for the purposes of remediation, rehabilitation and economic development.

Section 3. The above recitals and findings are hereby ratified, confirmed and adopted and incorporated as fully set forth in this section.

Section 4. All previous resolutions or parts thereof, which conflict with the provisions of this resolution, to the extent of such conflict, are superseded and repealed.

Section 5. This Resolution shall become effective immediately upon its adoption by the City Commission of the City of DeLand.

PASSED AND DULY ADOPTED this 2nd day of November, 2020.


Robert F. Apgar,
Mayor-Commissioner

ATTEST:



Julie A. Hennessy
City Clerk - Auditor

First Public Hearing: October 19, 2020
Second Public Hearing: November 02, 2020

APPROVED AS TO FORM AND LEGALITY:

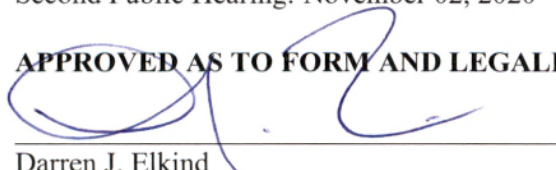
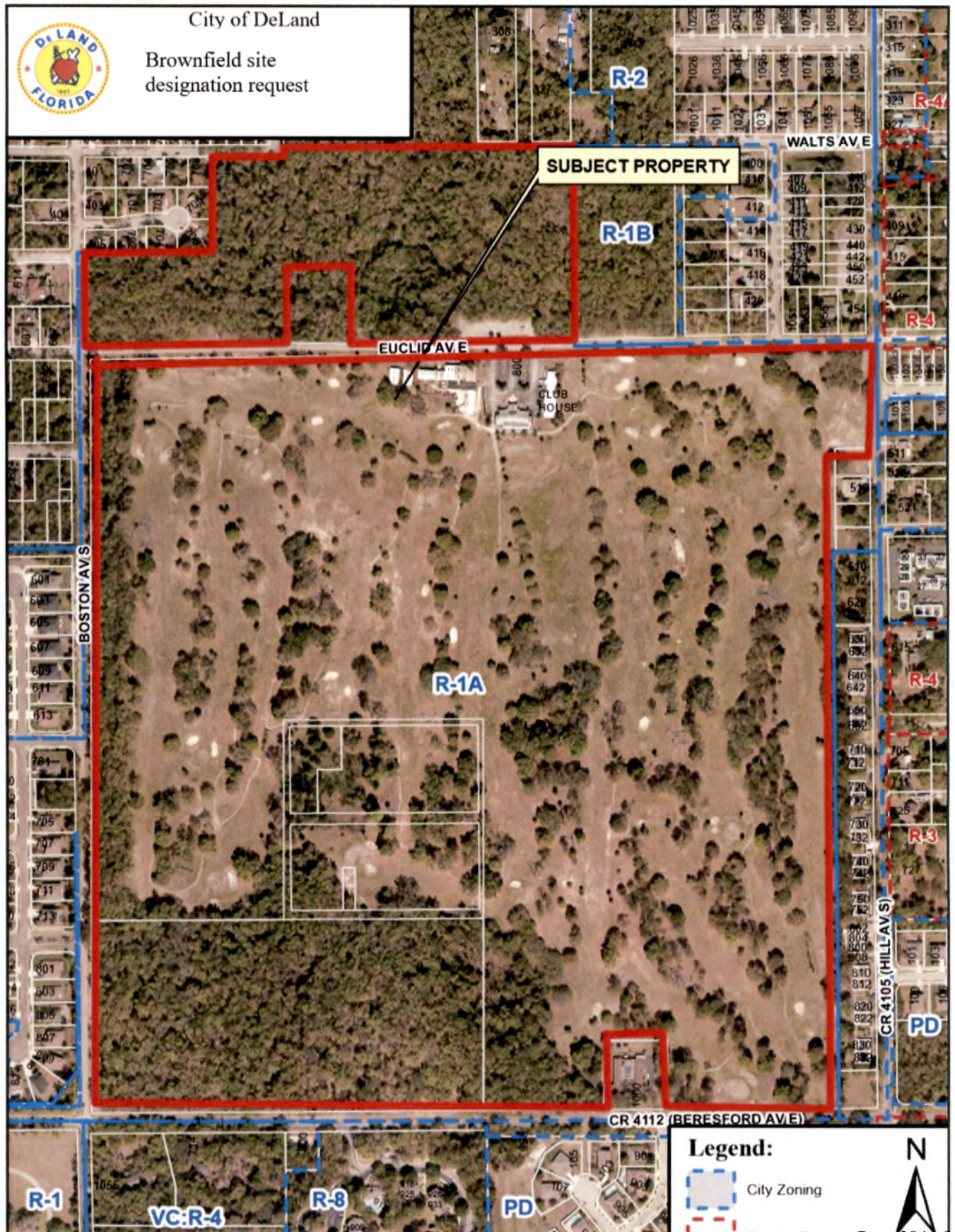

Darren J. Elkind
City Attorney

EXHIBIT "A"



“EXHIBIT A”

LEGAL DESCRIPTIONS

DESCRIPTION FOR SOUTHRIDGE GOLF COURSE:

PARCEL A:

Lots 12 through 17, inclusive, Sunnyview Addition, being a subdivision of Block 193, DeLand, Florida, according to the map or plat thereof recorded in Plat Book 4, Page 111, of the Public Records of Volusia County, Florida.

PARCEL B:

Lots 8, 9, 18, 19, 21, 23 and 24, Sunnyview Addition, being a subdivision of Block 193, DeLand, Florida, according to the map or plat thereof in Plat Book 4, Page 111, of the Public Records of Volusia County, Florida.

PARCEL C:

Lot 49, Sunnyview Addition, being a subdivision of Block 193, DeLand, Florida, according to the map or plat thereof recorded in Plat Book 4, Page 111, of the Public Records of Volusia County, Florida.

PARCEL G:

All Blocks 215 and 216, City of DeLand, according to the map or plat thereof recorded in Plat Book 2, Page 45, of the Public Records of Volusia County, Florida.

PARCEL H:

Blocks 177, 187, 194 all of Blocks 175, 176, 188, 189, 192 and 217, except the North 226 feet of the South 256 feet of the West 208 feet of the East 265 feet of aforesaid Block 217; Blocks 174, 190, 191 and 218; all being in Map of the Corporation of the City of DeLand, according to the map in Map Book 2, Page 45, of the Public Records of Volusia County, Florida.

PARCEL I:

Lots 1 through 7, Lots 10 and 11, Lot 20, Lot 22, Lots 24 through 43, Lots 45 through 48, Lots 50 through 60, Sunnyview Addition, being a subdivision of Block 193, DeLand, Florida, according to the map or plat thereof recorded in Plat Book 4, Page 111, of the Public Records of Volusia County, Florida.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

(Exception 1)

The Southerly 125 feet of the Easterly 125 feet of Block 218, in Map of the Corporation of the City of DeLand, according to the map in Map Book 2, Page 45, of the Public Records of Volusia County, Florida (City of DeLand)

(Exception 2)

That portion of Block 174, Map of the Corporation of the City of DeLand, according to the map in Map Book 2, Page 45, of the Public Records of Volusia County, Florida, conveyed by Warranty Deed recorded in O.R. Book 5397, Page 1068, Public Records of Volusia County, Florida.

(Exception 3)

That portion of Blocks 190 and 174, Map of the Corporation of the City of DeLand, according to the map in Map Book 2, Page 45, Public Records of Volusia County, Florida, conveyed by Quit Claim Deed recorded in O.R. Book 4273, Page 2038, of the Public Records of Volusia County, Florida.

(Exception 4)

All of Southridge Condominium Apartments C, described in O.R. Book 1604, Page 206 and as shown in Map Book 32, Page 109, of the Public Records of Volusia County, Florida.

(Exception 5)

All of Southridge Condominium Apartments B, described in O.R. Book 1319, Page 268 and as shown in Map Book 31, Page 46, of the Public Records of Volusia County, Florida.

(Exception 6)

All of Southridge Condominium Apartments A, described in O.R. Book 1251, Page 417 and as shown in Map Book 29, Page 135 and Map Book 31, Page 67, of the Public Records of Volusia County, Florida.

(Exception 7)

That portion of Block 174, Map of the Corporation of the City of DeLand, according to the map in Map Book 2, Page 45, of the Public Records of Volusia County, Florida, conveyed by Warranty Deed recorded in O.R. Book 3353, Page 622, of the Public Records of Volusia County, Florida.

(Exception 8)

That portion conveyed to the County of Volusia by Quit Claim Deed recorded in O.R. Book 3346, Page 879, of the Public Records of Volusia County, Florida.

NOTE: No documentation as to the status of the streets within Sunnyview Addition, being a subdivision of Block 193, DeLand, Florida, according to the map or plat thereof in Plat Book 4, Page 111, of the Public Records of Volusia County, Florida, has been provided to this firm.

TOGETHER WITH

PARCEL ID NO. 7009-02-23-0010:

The West ½ of Block 172, CORPORATION MAP OF CITY OF DELAND, according to map in Map Book 2, Page 45, Public Records of Volusia County, Florida; LESS AND EXCEPT the South 25 feet thereof.

PARCEL ID NO. 7009-02-21-0010:

All of Block 170 except the Westerly 440 feet of the North one-half and except the Westerly 40 feet of the South one-half and except the Southerly 30 feet; and all of Block 171, except the Westerly 200 feet of the Southerly 250 feet and except the Southerly 30 feet, Map of the Corporation of the City of DeLand according to Map in Map Book2, Page 45, Public Records of Volusia County, Florida.

The Beacon
PUBLISHED WEEKLY
State of Florida
COUNTY OF VOLUSIA SS

Before the undersigned authority personally appeared _____ Barb Shepherd____, who on oath says that he/she is the Classified Advertising Representative of The Beacon, a weekly newspaper published at _____DeLand_____, in _____Volusia_____ County, Florida; that the attached copy of advertisement, being a _____NOTICE OF PUBLIC HEARING_____ _____CITY OF DELAND_____

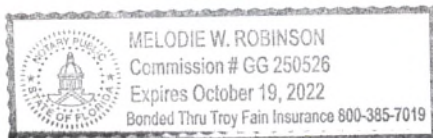
In the matter of _____
_____Formerly Sandhill Golf Course_____

in the _____Court, was published in said newspaper, in the issue(s) of _____
_____October 22, 2020_____

newspaper published at DeLand, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each week and has been entered as second-class mail matter at the post office in DeLand in said Volusia County, Florida, for a period of one year preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Barb Shepherd

The foregoing instrument was acknowledged before me this ____22nd____ day of ____October, 2020____, by _____Barb Shepherd____, who is personally known to me and who did take an oath.



Melodie W. Robinson

(SEAL)

NOTICE OF PUBLIC HEARING CITY OF DELAND

The City of DeLand proposes a Resolution designating certain real property within the City of DeLand as an Economic Enhancement District for the purposes of environmental remediation, site rehabilitation and economic development of the property under Florida's Brownfields Redevelopment Act; designating the Economic Enhancement District as a Brownfield area under S.376.80 Florida Statutes. The property was formerly known as the Sandhill Golf Course, located approximately north of E. Beresford Avenue, west of S. Hill Avenue, east of S. Boston Avenue and on E. Euclid Avenue in DeLand, FL 32724.

The second public hearing by the DeLand City Commission on the proposed resolution will be held on Monday, November 2, 2020 at 7:00 PM, in the City Commission Chambers, 120 S. Florida Avenue, DeLand, FL. The dates, times and places of any continuation of the above-scheduled public hearings will be announced at said public hearings and no further notice regarding said continuation is required to be published.

The public hearings are to provide opportunities for public input on the size of the area, the objectives for rehabilitation, job opportunities, anticipated economic development, neighborhood residents' considerations, and other relevant local concerns.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the meeting proceedings should notify the City Clerk's office at (386) 626-7132, at least 48 hours in advance of the hearing.

Any person may review the proposal at the Planning Department, City Hall, 120 S. Florida Avenue, DeLand, Florida, Monday through Friday, between the hours of 8:00 AM to 5:00 PM. Please contact Belinda Williams-Collins at (386) 626-7013 to make an appointment.

Below is a map depicting the proposed area.



CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re 2022 Tax Abatement for Duraline Division of J.B. Nottingham Company, Inc.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Tax Exemption Certificate, Ordinance No. 2012-11

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The City Commission adopted Resolution No. 2006-44 establishing guidelines for ad valorem tax abatement for qualified new or expanding businesses. Per Florida Statutes, the exemption does not apply to taxes levied for the payment of bonds. September 1st is the date established in the resolution for companies entitled to tax abatement to report the number of employees and wage scale as of August 1st. The City Commission has adopted Ordinance No. 2012-11 granting, under certain conditions, ad valorem tax exemption to Duraline Division of J.B. Nottingham Co., Inc. An audit was conducted with Duraline in August 2013 to establish a baseline number of employees on the date the ordinance was adapted, and the employees employed during the initial reporting period, August 1, 2013. Each year, an "Ad Valorem Tax Exemption Certificate" is required from all companies certifying the number of employees and average wage on August 1st as well as the projected number of employees for the next reporting period. Based on that data, a report is made to the city Commission on the companies that qualify for economic tax exemption and the amount of exemption they are entitled to, based on the guidelines approved by the city Commission.

Based on the current year's data provided, Duraline qualifies for a 75% tax exemption this year.

It should be noted this is the tenth and final tax year for Duraline to be eligible for tax abatement. Ordinance No. 2012-11 granted a ten year economic development ad valorem tax exemption to Duraline beginning with the 2013 tax year, up to and including the tax year of 2022.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The taxable value of qualifying property subject to the exemption for the tax year 2022 equals \$464,546. Based on the City's tentative operating millage of 6.5841 and the exemption percentage of 75%, the value of exempt taxes will be \$2,294, compared to last year's value of exempt taxes of \$1,540.

RECOMMENDATION:

Staff recommends the City Commission approve the tax exemption for the tax year 2022 to Duraline Division of J.B. Nottingham Company, Inc. at 75% as described above.

BACKGROUND/DISCUSSION:

Ordinance No. 2012-11 was adopted granting an economic development ad valorem tax exemption to Duraline Division of J.B. Nottingham Company, Inc. They are eligible for exemption, subject to the requirements of the Florida Statutes and City of DeLand Guidelines for Tax Abatement, each year up to and including tax year 2022. The estimated value of the exemption was \$307,734 for improvements to real property and \$156,812 for tangible personal property. Duraline is eligible for tax exemption under "Category I. Manufacturing" as set forth in the guidelines. The attached "Ad Valorem Tax Exemption Certificate Tax Year 2022" certifies that the number of employees on August 1, 2022 is 39 compared to 0 for 2012. The guidelines require a minimum of 10 employees over the base year employment of 0. Their average hourly wage as of August 1, 2022 is \$25.36, which places them in a position of being eligible for a 75% tax exemption. The Property Appraiser valued the real property and tangible personal property owned by Duraline Division of J.B. Nottingham Co., Inc. for 2022 at \$464,546, which represents \$2,294 in exempt taxes based on the City's 6.5841 tentative millage levy and the specified exemption percentage.



AD VALOREM TAX EXEMPTION CERTIFICATE TAX YEAR 2022

ORDINANCE 2012-11

Tax Exemption for each year subsequent to 2012 tax year up to and including tax year 2022

Duraline Division of J. B. Nottingham Company
1731 Patterson Drive
DeLand, Florida 32724

Applied and qualified under Criteria "I" of the City of DeLand "Tax Abatement Guidelines" as adopted by Resolution 96-2 as a manufacturer with intentions to expand and relocate.

Number of Employees employed on July 2, 2012 (Date of Ordinance 2012-11)
(Or closest date available) -0-

Number of Employees employed on August 1, 2022
(Or closest date available) 39

Average hourly rate of all new employees on August 1, 2022
(Employed on August 1, 2022 but not employed on July 2, 2012) \$ 25.36

Projected number of employees employed on November 1, 2022 42

Projected Average hourly rate of all new employees on November 1, 2022
(Employed on November 1, 2022 but not employed on July 2, 2012) \$ 25.36

I hereby certify that the information contained herein is a true and correct and accurate reflection of employees hired on the above specified dates and the average wage paid those employees. I agree to maintain documentation supporting the above information provided for the remaining term of the tax abatement with the City of DeLand.

John Sclafani

8-9-2022

Date

ORDINANCE NO. 2012 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO DURALINE DIVISION OF J.B. NOTTINGHAM COMPANY, INC., PURSUANT TO FLORIDA STATUTES SECTION 196.1955; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Florida Statutes Section 196.1995, the City of DeLand held a referendum within its jurisdiction on October 17, 1995 for authority to grant economic development ad valorem tax exemptions for new or expanding businesses, which referendum passed with a majority vote in favor of such authority; and

WHEREAS, Duraline Division of J.B. Nottingham Company, Inc. ("Duraline") intends to relocate to DeLand and locate its tangible personal property at 1731 Patterson Avenue, DeLand, Florida, and is seeking an economic development ad valorem tax exemption, pursuant to Section 196.1995, Florida Statutes, anticipated to begin the tax year of 2013; and

WHEREAS, said business relocation is expected to be completed by the end of the year 2012 and it is anticipated will be eligible for economic development ad valorem tax exemption beginning the tax year of 2013; and

WHEREAS, the City Commission has determined that the business relocation as proposed by Duraline meets the requirements of Section 196.1995, Florida Statutes; and

WHEREAS, the application for tax exemption includes relocation and acquisition of tangible personal property which acquisition and installation will take place during calendar years 2012 and 2013 as more particularly set forth in the said application; and

WHEREAS, Morgan B. Gilreath, Jr., Property Appraiser for the County of Volusia, Florida, has provided the City of DeLand, based upon the estimated value of the proposed new business and based upon information available for the 2013 tax year, the following information regarding the proposed new business:

Total Revenue Available to Municipality:	\$7,884,239.00
Estimate of Revenue Lost, Previous Applications	\$ 0.00
Estimate of Revenue Lost, this Application:	\$ 7,080.00

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission hereby finds that the proposed business relocation of Duraline Division of J. B. Nottingham Company, Inc., at 1731 Patterson Avenue, DeLand, Florida, meets the requirements of a "new business" pursuant to Florida Statutes Section 196.012(15).

Section 2. The City Commission hereby finds that the total amount of revenue available to the City of DeLand from ad valorem tax sources for the current fiscal year is \$7,884,239.00.

Section 3. The City Commission hereby finds that the total amount of revenue loss to the City of DeLand for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is \$0.00.

Section 4: Based upon estimated values of the proposed improvements and information provided by the Property Appraiser, the City Commission hereby finds that the estimated ad valorem revenue loss to the City of DeLand attributable to the proposed exemption of Duraline Division of J.B. Nottingham Company, Inc., herein (had the property for which the exemption is requested otherwise been subject to taxation) will be \$7,080.00 for current fiscal year for the tangible personal property due to relocation.

Section 5: Subject to completion of the proposed relocation as well as the meeting of the requirements of Section 196.1955, Florida Statutes, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), anticipated to begin the tax year of 2013, the City Commission hereby grants to Duraline Division of J.B. Nottingham Company, Inc., an exemption for ad valorem taxation of up to one hundred percent (100%) of the assessed value of the aforesaid improvements, based upon the City of DeLand guidelines for Tax Abatement and the annual audit review.

Section 6: Subject to yearly review for determination that the proposed expansion meets the requirements of Florida Statutes Section 196.1995, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), Duraline Division of J.B. Nottingham Company, Inc. shall be eligible for renewal of said tax exemption for each year subsequent to the 2013 tax year, up to and including the tax year of 2022.

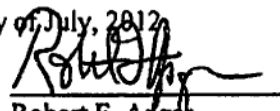
Section 7: The City Commission finds that the amount eligible for ad valorem tax exemption may change, based upon changes in the City millage rate, which is adopted on an annual basis and the Volusia County Tax Appraiser's assessment of property values. Similarly, ad valorem tax exemptions will be reviewed on an annual basis pursuant to Commission action after annual audit review, as prescribed in the City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A").

Section 8: If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

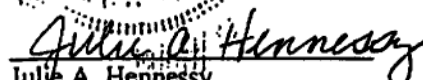
Section 9: All Ordinance or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10: This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 2nd day of July, 2012


Robert F. Arger
Mayor - Commissioner

ATTEST:


Julie A. Hennessy
City Clerk - Auditor

Passed on first reading June 18, 2012
Adopted on second reading: July 2, 2012

APPROVED AS TO FORM AND LEGALITY:

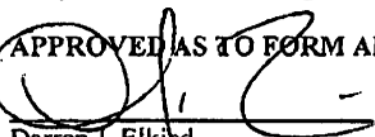

Darren J. Elkind
City Attorney

EXHIBIT "A"

CITY OF DELAND, FLORIDA Guidelines for Tax Abatement

PURPOSE: These general and flexible guidelines are submitted for use in deliberation of tax abatement applications. The City Commission, being the approval authority for tax abatement, will exercise wide discretion in evaluating each application, on a case-by-case basis, and under other applicable criteria found in the State of Florida Statutes.

- I. Manufacturing
 - A. Minimum Full-Time Employees 10
 - B. Qualified Manufacturers (F.S. 196.012)
 - C. Maximum Years of Abatement 10
 - D. Qualified Wage Scale
 - 1. \$15.55 per hour 50%
 - 2. \$20.28 per hour 75%
 - 3. \$27.04 per hour 100%
- II. Corporate Offices with 50 Employees
 - A. Minimum Full-Time Employees 50
 - B. Qualified Offices (F.S. 196.012)
 - C. Maximum Years of Abatement 10
 - D. Qualified Wage Scale
 - 4. \$15.55 per hour 50%
 - 5. \$20.28 per hour 75%
 - 6. \$27.04 per hour 100%
- III. All Other Business (in accordance with F.S. 220.15(5)).
 - E. Minimum Full-Time Employees 25
 - F. Qualified Businesses (F.S. 196.012)
 - G. Maximum Years of Abatement 10
 - H. Qualified Wage Scale
 - 7. \$15.55 per hour 50%
 - 8. \$20.28 per hour 75%
 - 9. \$27.04 per hour 100%

All tax abatement will include both real property and personal property for new or expanded businesses, which qualify in the categories above. Land value, by statute, will not be abated.

On or before September 1 of each year a report will be submitted by the abated business to the City's Finance Director summarizing the number of employees and wage scale for those employees who were added to the payroll from the date the ordinance providing for tax abatement was adopted. These annual reports will be reviewed by the City to insure that the minimum criteria for which the company received tax abatement still exists. A copy of that report will be presented to the City Commission for renewal/approval each year. The City reserves the right to audit the records of any company receiving tax abatement to insure that the minimum criteria for which the abatement was granted is being met each year.

Employee positions used to meet the requirements for new and expanded businesses shall be evaluated according to F.S. 196.012 (15) "New Business" or (16) "Expansion of existing business".

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re 2022 Tax Abatement for Total Renal Laboratories, Inc.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Tax Exemption Certificate, Ordinance No. 2018-11

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

The City Commission adopted Resolution No. 2015-15 establishing guidelines for ad valorem tax abatement for qualified new or expanding businesses. Per Florida Statutes, the exemption does not apply to taxes levied for the payment of bonds. September 1st is the date established in the resolution for companies entitled to tax abatement to report the number of employees and wage scale. The City Commission adopted Ordinance No. 2018-11 granting, under certain conditions, ad valorem atx exemption to Total Renal Laboratories, Inc. Each year, an "Ad Valorem Tax Exemption certificate" is required from the company certifying the number of employees and average wage on January 24th. Based on that data, a report is made to the City Commission on the company if it qualifies for economic tax exemption and the amount of exemption they are entitled to, based on the guidelines approved by the City Commission.

Based on the current year's data provided, Total Renal Laboratories, Inc. qualifies for a 100% tax exemption this year.

It should be noted this is the fourth tax year for Total Renal Laboratories, Inc. to be eligible for tax abatement. Ordinance No. 2018-11 granted a ten year economic development ad valorem tax exemption to Total Renal Laboratories, Inc. beginning with the 2018 tax year, up to and including the tax year of 2027.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The taxable value of qualifying property subject to the exemption for the tax year 2022 equals \$30,556,045. Based on the City's tentative operating millage of 6.5841 and the exemption percentage of 100%, the value of exempt taxes will be \$201,184, compared to last year's value of exempt taxes of \$216,350.

RECOMMENDATION:

Staff recommend the City Commission approve the tax exemption for the tax year 2022 to Total Renal Laboratories, Inc. at 100% as described above.

BACKGROUND/DISCUSSION:

Ordinance No. 2018-11 was adopted granting an economic development ad valorem tax exemption to Total Renal Laboratories, Inc. They are eligible for exemption, subject to the requirements of the Florida Statutes and City of DeLand Guidelines for Tax Abatement, each year up to and including tax year 2027. The estimated value of the exemption was \$17,324,345 for improvements to real property and \$13,231,700 for tangible personal property. Total Renal Laboratories, Inc., a qualified target industry business, is eligible for tax exemption under "Category I." as set forth in the guidelines. The attached "Ad Valorem Tax Exemption Certificate Tax Year 2022" certifies that the average number of full-time equivalents employed during the twelve months ended January 18, 2014 was 331 compared to the number of average full-time equivalents employed during the 12 months ended December 31, 2021 was 441. The guidelines require a minimum of 10 new employees over the base year employment. The average hourly wage of the top 10 new employees as of January 24, 2022 was \$62.68, which places them in a position of being eligible for a 100% tax exemption. The Property Appraiser valued the real property and tangible personal property owned by Total Renal Laboratories, Inc. for 2022 at \$30,556,045, which represents \$201,184 in exempt taxes based on the City's tentative millage levy and the specified exemption percentage.



AD VALOREM TAX EXEMPTION CERTIFICATE TAX YEAR 2022

ORDINANCE 2018-11

Tax Exemption for each year subsequent to 2017 tax year up to and including tax year 2027

Total Renal Laboratories, Inc.
3000 DaVita Way
DeLand, Florida 32724

Applied and qualified under the City of DeLand "Tax Abatement Guidelines" as adopted by Resolution No. 2015-15 as a qualified target industry business with intentions to expand.

Number of average FTEs (Full Time Equivalents) employed during the twelve months ending January 18, 2014	331.0
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Number of average FTEs (Full Time Equivalents) employed during the twelve months ending December 31, 2021	440.9
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Average hourly rate of top 10 new employees on January 24, 2022 (Employed on January 24, 2022 but not employed on January 24, 2014)	\$ 62.68
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I hereby certify that the information contained herein is a true and correct and accurate reflection of employees hired on the above specified dates and the average wage paid those employees. I agree to maintain documentation supporting the above information provided for the remaining term of the tax abatement with the City of DeLand.


Keri Wagner

4-Aug-2022
Date

ORDINANCE NO. 2018 - 11

AN ORDINANCE OF THE CITY COMMISSION OF DELAND, FLORIDA, GRANTING AN ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION TO TOTAL RENAL LABORATORIES, INC., PURSUANT TO FLORIDA STATUTES SECTION 196.1995; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Pursuant to Florida Statutes Section 196.1995, the City of DeLand held a referendum within its jurisdiction on August 26, 2014 for authority to grant economic development ad valorem tax exemptions for new or expanding businesses, which referendum passed with a majority vote in favor of such authority; and

WHEREAS, Total Renal Laboratories, Inc., intends to relocate and expand their facility located to 3000 Davita Way, and is seeking an economic development ad valorem tax exemption, pursuant to Section 196.1995, Florida Statutes, anticipated to begin the tax year of 2018; and

WHEREAS, said business relocation and expansion is expected to be completed by the end of the year 2017 and it is anticipated will be eligible for economic development ad valorem tax exemption beginning the tax year of 2018; and

WHEREAS, the City Commission has determined that the business relocation and expansion as proposed by Total Renal Laboratories, Inc., meets the requirements of Section 196.1995, Florida Statutes; and

WHEREAS, the application for tax exemption includes relocation and acquisition of tangible personal property which acquisition and installation will take place during calendar years 2017 and 2018 as more particularly set forth in the said application; and

WHEREAS, Larry Bartlett, Property Appraiser for the County of Volusia, Florida, has provided the City of DeLand, based upon the estimated value of the proposed new business and based upon information available for the 2017 tax year, the following information regarding the proposed new business:

Total Revenue Available to Municipality:	\$10,901,670.00
Estimate of Revenue Lost, Previous Applications	\$ 1,749.00
Estimate of Revenue Lost, this Application:	\$ 106,445.00

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City Commission hereby finds that the proposed business relocation and expansion of Total Renal Laboratories, Inc. 3000 Davita Way, DeLand, Florida, meets the requirements of an “expansion of an existing business” pursuant to Florida Statutes Section 196.012(15).

Section 2. The City Commission hereby finds that the total amount of revenue available to the City of DeLand from ad valorem tax sources for the current fiscal year is \$10,901,670.00.

Section 3. The City Commission hereby finds that the total amount of revenue loss to the City of DeLand for the current fiscal year by virtue of economic development ad valorem tax exemptions currently in effect is \$1,749.00.

Section 4: Based upon estimated values of the proposed improvements and information maintained by the Property Appraiser, the City Commission hereby finds that the estimated ad valorem revenue loss to the City of DeLand attributable to the proposed exemption of Total Renal Laboratories, Inc., herein (had the property for which the exemption is requested otherwise been subject to taxation) will be \$106,445.00 for current fiscal year for both real property and tangible personal property due to relocation.

Section 5: Subject to completion of the proposed relocation as well as the meeting of the requirements of Section 196.1955, Florida Statutes, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), anticipated to begin the tax year of 2018, the City Commission hereby grants to Total Renal Laboratories, Inc., an exemption for ad valorem taxation of up to one hundred percent (100%) of the assessed value of the aforesaid improvements, based upon the City of DeLand guidelines for Tax Abatement and the annual audit review.

Section 6: Subject to yearly review for determination that the proposed expansion meets the requirements of Florida Statutes Section 196.1995, and City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A"), Total Renal Laboratories, Inc. shall be eligible for renewal of said tax exemption for each year subsequent to the 2018 tax year, up to and including the tax year of 2027.

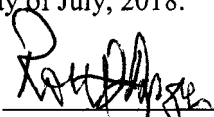
Section 7: The City Commission finds that the amount eligible for ad valorem tax exemption may change, based upon changes in the City millage rate, which is adopted on an annual basis and the Volusia County Tax Appraiser's assessment of property values. Similarly, ad valorem tax exemptions will be reviewed on an annual basis pursuant to Commission action after annual audit review, as prescribed in the City of DeLand Guidelines for Tax Abatement (attached hereto as Exhibit "A").

Section 8: If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Ordinance.

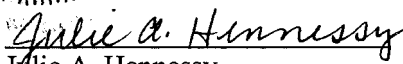
Section 9: All Ordinance or parts of Ordinances, in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10: This Ordinance shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of July, 2018.

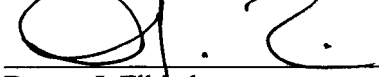

Robert F. Appgar
Mayor - Commissioner

ATTEST:


Julie A. Hennessy
City Clerk - Auditor

Passed on first reading: July 2, 2018
Adopted on second reading: July 16, 2018

APPROVED AS TO FORM AND LEGALITY:


Darren J. Elkind
City Attorney

RESOLUTION NO. 2015 - 15

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA REPEALING RESOLUTION NO. 2006-44, ADOPTED MARCH 20, 2006, REGARDING GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; ADOPTING NEW GUIDELINES FOR AD VALOREM TAX ABATEMENT FOR QUALIFIED NEW OR EXPANDING BUSINESSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a majority of voters of the City of DeLand, in a special referendum held August 26, 2014, voted to empower the City Commission of the City of DeLand to grant ad valorem tax abatements for qualified new or expanding businesses; and

WHEREAS, City staff has formulated guidelines which are based on state law and other criteria to establish minimum qualifications for the award of ad valorem tax abatements; and

WHEREAS, the adoption of such guidelines and standards by the City Commission is necessary for the uniform review of applications made by new or expanding businesses for ad valorem tax abatement;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DELAND, FLORIDA:

Section 1. Resolution No. 2006- 44, adopted March 20, 2006, regarding guidelines for ad valorem tax abatement for qualified new or expanding businesses, is hereby repealed in its entirety.

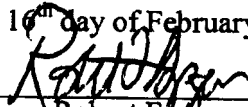
Section 2. The City Commission hereby adopts the "Guidelines for Tax Abatement" attached hereto as Exhibit "A" and by this reference incorporated herein and made a part hereof.

Section 3. Any other Resolutions or parts of Resolutions in conflict herewith are hereby repealed in their entirety.

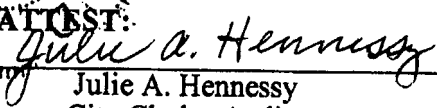
Section 4. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of February, 2015.


Robert F. Appgar
Mayor-Commissioner


* ATTEST:


Julie A. Hennessy
City Clerk - Auditor

APPROVED AS TO FORM AND LEGALITY:

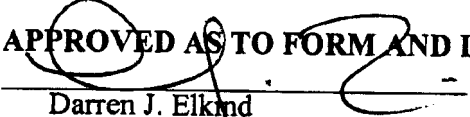

Darren J. Elkand
City Attorney

EXHIBIT "A"

CITY OF DELAND, FLORIDA Guidelines for Tax Abatement

PURPOSE: These general and flexible guidelines are submitted for use in deliberation of tax abatement applications. The City Commission, being the approval authority for tax abatement, will exercise wide discretion in evaluating each application, on a case-by-case basis, and under other applicable criteria found in the State of Florida Statutes.

I. Manufacturing

- A. Minimum Full-Time Employees 10
- B. Qualified Manufacturers (F.S. 196.012)
- C. Maximum Years of Abatement 10
- D. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

II. Offices

- A. Minimum Full-Time Employees 50
- B. Qualified Offices (F.S. 196.012)
- C. Maximum Years of Abatement 10
- D. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

III. All Other Business (meeting the sales factor requirement in F.S. 220.15(5)).

- E. Minimum Full-Time Employees 25
- F. Qualified Businesses (F.S. 196.012)
- G. Maximum Years of Abatement 10
- H. Qualified Wage Scale
 - 1. \$18.56 per hour 50%
 - 2. \$24.21 per hour 75%
 - 3. \$32.28 per hour 100%

All tax abatement will include both real property and personal property for new or expanded businesses, which qualify in the categories above. Land value, by statute, will not be abated.

On or before September 1 of each year a report will be submitted by the abated business to the City's Finance Director summarizing the number of employees and wage scale for those employees who were added to the payroll from the date the ordinance providing for tax abatement was adopted. These annual reports will be reviewed by the City to insure that the minimum criteria for which the company received tax abatement still exists. A copy of that report will be presented to the City Commission for renewal/approval each year. The City reserves the right to audit the records of any company receiving tax abatement to insure that the minimum criteria for which the abatement was granted is being met each year.

Employee positions used to meet the requirements for new and expanded businesses shall be evaluated according to F.S. 196.012 (14) "New Business" or (15) "Expansion of existing business".

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Consideration re Rental Increases for DeLand Municipal Mobile Home Park.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Comparable Mobile Home Parks, 90-Day Notice

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

Approximately 43 residents currently live at the Deland Municipality Mobile Home Park. The current residents pay \$225 per month for rent, regardless of the trailer size. The rent figure includes lot rental, property tax, lawn maintenance, water, sewer, garbage and stormwater. The City increased the monthly rental rates by \$25 effective January 1, 2022, 2021 and 2020. Before that, the municipal mobile home park had not seen a rental increase since 2009. Similar parks in Volusia County range from an average of \$374 per month for all age parks (so called "family parks") to \$514 per month for 55+ parks for lot rental alone. Due to this fact, staff is recommending to increase the rental rates by another \$25 per month, respectively. The proposed new lot rental rate would be \$250 per month, regardless of the trailer size.

The lot rental increase requires a 90-day notice to the home owners before it can take effect. Therefore, with approval from the City Commission, staff will send out notices during the month of September 2022 in order for the lot rental increases to take effect January 1, 2023.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

The lot rental increases would result in an increase in General Fund revenues of approximately \$12,900.

RECOMMENDATION:

Staff recommends the City Commission approve the \$25 per month lot rental increase for the DeLand Municipal Mobile Home Park, effective January 1, 2023.

BACKGROUND/DISCUSSION:

The annual increase and the monthly rental charge are required by the State to be "reasonable". Staff believes the approximate 11.11% annual increase to be reasonable. Staff anticipates continuing future annual increases in an attempt to get the City's monthly rental rates more in line with similar mobile home parks in the County.

Comparable Mobile Home Parks
As of May 2018

Name	Address	City	ZIP	Average Lot Rental
A Better Place Community	1305 Nature's Woods Boulevard	DeLand	32724	\$ 396
Candlelight Mobile Home Park	2000 North Volusia Avenue	Orange City	32763	\$ 372
Country Village	2252 Hollowridge Drive	Orange City	32763	\$ 452
Fernwood Mobile Home Park	2701 Staghorn Court	DeLand	32724	\$ 431
Hawthorne Hills of DeLand	560 Hawthorne Drive	DeLand	32724	\$ 447
Hidden Hills Mobile Home Park	143 Oakleaf Circle	DeLand	32724	\$ 377
Hidden Valley Park	1101 Reynolds Road	De Leon Springs	32130	\$ 252
Highland Country Estates	23 Fleetwood	DeBary	32713	\$ 429
King's Lake	369 Kingslake Drive	DeBary	32713	\$ 485
Lake Helen Villa	711 Lemon Avenue	Lake Helen	32744	\$ 435
Land O' Lakes Mobile Home Court	1800 East Graves Avenue	Orange City	32763	\$ 387
Meadowlea Estates	1004 Overlook Drive	DeLand	32724	\$ 371
Orange Tree Village	880 Navel Orange Drive	Orange City	32763	\$ 461
The Oaks	400 Nut Tree Drive	DeLand	32724	\$ 508
Whisperwood Manufactured Home Park	3070 Whisper Boulevard	DeLand	32724	\$ 512



City of DeLand

"The Athens of Florida"
www.deland.org

120 South Florida Avenue
DeLand, Florida 32720
Telephone: (386) 626-7073

90-DAYS NOTICE OF LOT RENTAL AMOUNT INCREASE

To: Home Owners of the DeLand Municipal Mobile Home Park

FROM: City of DeLand

DATE: September 8, 2022

RE: Increase in Lot Rental Amount for DeLand Municipal Mobile Home Park

Pursuant to Section 723.037, Florida Statutes, and Rule 61B-32.002, Florida Administrative Code (FAC), this serves as a 90-day notice of a lot rental amount increase for the DeLand Municipal Mobile Home Park. The lot rental increase will be effective January 1, 2023. On that date, the lot rental amount will increase as follows:

	Current Lot Rental Amount	Amount of Increase	New Lot Rental Amount
Base Lot Rental – 50' – 60' Trailers	\$225.00/mo.	\$25.00/mo.	\$250.00/mo.
Base Lot Rental – Less than 50' Trailers	\$225.00/mo.	\$25.00/mo.	\$250.00/mo.

The following homeowners are receiving notices of lot rental amount increases:

All home owners of the mobile home park.

If you wish to determine the names and addresses of the individuals who will be receiving notices of lot rental increases in addition to you, the City of DeLand shall make the names and addresses available upon request.

Sincerely,

Daniel A. Stauffer, Jr., CPA
Finance Director

CITY OF DELAND
Request for Commission Action
September 7, 2022

SUBJECT: Resolution Amending Charter Threshold for Competitive Bidding.

DEPARTMENT: Finance

PREPARED BY: Daniel Stauffer, Finance Director

ATTACHMENTS: Resolution, Surrounding Bid Thresholds 2022

APPROVED BY: Michael Pleus, City Manager, August 31, 2022

SUMMARY/HIGHLIGHT:

Article VIII, Section 63 of the City Chart states, in part, no contract shall be let by the City Commission for any City improvement, nor shall any goods, supplies or materials be purchased by the City Manager or his appointed purchasing agent for City purposes or use when the total amount paid therefore by the City shall exceed the threshold amount set by resolution annually at the time of the preparation of the budget, except by competitive bid.

The current bidding threshold of \$35,000 was last established by the City Commission on September 9, 2020 with Resolution No. 2020-75. In addition, the current Purchase Order (PO) threshold, established at that time, was \$5,000.

Based on the cumulative rate of inflation from 2020 to 2022, an item that cost \$35,000 in 2020 would now cost just over \$40,000 in 2022. This is in line with the average bid threshold of other area municipalities (\$40,652). Staff, however, is asking to raise the threshold to \$50,000, which matches the current purchasing threshold of Volusia County and several Seminole County municipalities.

STRATEGIC PLAN FOCUS AREA/ACTION STEP:

N/A

SUSTAINABILITY:

N/A

FISCAL IMPACT:

Although minor savings will occur for purchases between \$35,000 and \$50,000 in preparation costs of bid documents and the cost of advertising, the major benefits are non-financial. The proposed threshold will allow the City to finish projects sooner and provide better services to our customers and citizens. The proposed threshold limit will allow the City more flexibility to solve problems while ensuring City funds are being responsibly spent.

RECOMMENDATION:

Staff recommends the City Commission adopt the resolution increasing the competitive bid threshold from \$35,000 to \$50,000.

BACKGROUND/DISCUSSION:

Over the past two fiscal years, the City has had 5 projects that met the purchasing threshold between \$35,000 and \$50,000 that required formal solicitation. All occurred during the current fiscal year and, under the proposed new threshold, they would not have required formal solicitation.

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, PER ARTICLE VIII, SECTION 63 OF THE CITY CHARTER, INCREASING THE COMPETITIVE BID THRESHOLD FROM \$35,000 TO \$50,000 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 63 of the Charter of the City of DeLand states, in part, no contract shall be let by the City Commission for any City improvement, nor shall any goods, supplies or materials be purchased by the City Manager or his appointed purchasing agent for City purposes or use when the total amount to be paid therefore by the City shall exceed the threshold amount set by resolution annually at the time of the preparation of the budget; and

WHEREAS, the City Charter allows the threshold amount to be adjusted through the process of setting the threshold by resolution annually at the time of preparation of the budget; and

WHEREAS, the current threshold of \$35,000 was last established in 2020; and

WHEREAS, with the increased threshold, the City maintains an internal control process to protect the integrity of the purchasing process; and

WHEREAS, an increased purchasing threshold will increase the efficiency of the City's purchasing system.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF DELAND:

Section 1. Pursuant to Article VIII, Section 63 of the City Charter, the City Commission hereby increases the competitive bidding threshold from \$35,000 to \$50,000.

Section 2. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the remaining portions of this Resolution.

Section 3. Any resolution or part of a resolution in conflict herewith is hereby repealed.

Section 4. This Resolution shall become effective upon its adoption.

PASSED AND DULY ADOPTED this 7th day of September 2022.

Robert F. Apgar
Mayor - Commissioner

ATTEST:

Julie A. Hennessy
City Clerk – Auditor

APPROVED IN FORM AND LEGALITY:

Darren J. Elkind
City Attorney

Surrounding Bid Thresholds	
Entity	Bid Threshold
Altamonte Springs	\$50,000.00
Brevard County	\$50,000.00
Casselberry	\$25,000.00
Daytona Beach	\$25,000.00
DeLand	\$35,000.00
Deltona	\$25,000.00
Edgewater	\$25,000.00
Lake Mary	\$35,000.00
Longwood	\$50,000.00
Maitland	\$50,000.00
Mount Dora	\$75,000.00
New Smyrna Beach	\$25,000.00
Orange City	\$50,000.00
Ormond Beach	\$25,000.00
Oviedo	\$50,000.00
Palm Coast	\$50,000.00
Port Orange	\$25,000.00
Sanford	\$50,000.00
Seminole County	\$50,000.00
Titusville	\$15,000.00
Volusia County	\$50,000.00
Winter Park	\$50,000.00
Winter Springs	\$50,000.00
Average	\$40,652.17