



City of Deltona

2345 Providence Blvd.
Deltona, FL 32725

Agenda

City Commission Workshop

Mayor John C. Masiarczyk Sr.
Vice Mayor Chris Nabicht
Commissioner Heidi Herzberg
Commissioner Gary Mitch Honaker
Commissioner Nancy Schleicher
Commissioner Diane J. Smith
Commissioner Brian Soukup

Monday, January 25, 2016

5:30 PM

2nd Floor Conference Room

1. CALL TO ORDER:

2. ROLL CALL – CITY CLERK:

3. PLEDGE TO THE FLAG:

PUBLIC COMMENTS: – Citizen comments limited to items not on the agenda and comments on items listed on the agenda will take place after discussion of each item.

4. BUSINESS:

- A.** Discussion re: Holiday Events and Future Planning - Steve Moore, Parks & Recreation, (386) 878-8900

Background:

During the holiday season the City of Deltona put on four (4) events in 10 days. This item is so the Commission can provide their thoughts and suggestions for the next holiday season.

- B.** Discussion re: Amending Section 50-3 and 50-28 of the Solid Waste Regulations - Dale Baker, Deputy City Manager (386) 878-8852.

Background:

At the Commission Meeting held on January 4, 2016 the Commission voted 6 to 1 to approve Ordinance No. 01-2016, to revise Chapter 50, Solid Waste, Sections 50-3 and 50-28 of the City's Code of Ordinances with changes. This workshop is to discuss further changes prior to second and final reading tentatively scheduled for February 15, 2016.

Below are some recommendations which will make it easier for citizens to understand and improve the look of our City. The biggest changes are:

- Garbage must be placed in either the contract provided container or an equivalent customer provided container (no trash bags and no 32-gallon personal containers);
- Acceptable quantities doubled (up to two (2) 96-gallon residential containers);
- Prior notice and scheduling of bulk trash/junk will be required before placing the item(s) out for pickup (acceptable quantities are also better defined); and
- Acceptable levels of yard trash have doubled (from four (4) 32-gallon containers or eight (8) garbage bags to sixteen (16) garbage bags/piles).

Amnesty of the quantity limitations will be allowed during the week following Christmas, New Year's Day and any other amnesty day(s) determined by the City of Deltona. Upon approval, an educational/outreach program will be implemented. Enforcement is planned to begin June 1, 2016

- C. Discussion re: possible door to door solicitation ordinance - Becky Vose, Legal Department, (407-448-0111)

Background:

In 2012, the City Commission considered, but did not adopt, an ordinance regulating door to door solicitations. A City Commissioner has asked that this subject be revisited. There is a Florida Statute (FS501.022) that requires a "Home Solicitation Permit" to be issued by the County Clerk's office for home solicitations everywhere in Florida.

The State Statute required permit is quite elaborate in that it requires fingerprinting and background check before a permit is issued. Attached is a copy of the relevant Florida Statutes and a draft ordinance making failure to have a county issued permit an ordinance violation in Deltona.

Captain Erik Eagan has now informed the City that the State Statute is not prosecuted by the County, but violations are referred to the State Attorney's Office.

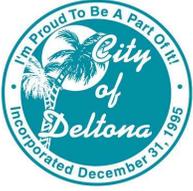
5. CITY MANAGER COMMENTS:

6. ADJOURNMENT:

NOTE: If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings, and for such purpose he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony

and evidence upon which the appeal is to be based (F.S. 286.0105).

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk, Joyce Raftery 48 hours in advance of the meeting date and time at (386) 878-8500.



Agenda Memo

AGENDA ITEM:A.

TO: Mayor and Commission

AGENDA DATE: 1/25/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - A

SUBJECT:

Discussion re: Holiday Events and Future Planning - Steve Moore, Parks & Recreation, (386) 878-8900

LOCATION:

N/A

BACKGROUND:

During the holiday season the City of Deltona put on four (4) events in 10 days. This item is so the Commission can provide their thoughts and suggestions for the next holiday season.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

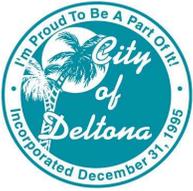
Parks & Recreation

STAFF RECOMMENDATION PRESENTED BY:

N/A - For discussion and direction to staff as necessary.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.



Agenda Memo

AGENDA ITEM: B.

TO: Mayor and Commission

AGENDA DATE: 1/25/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - B

SUBJECT:

Discussion re: Amending Section 50-3 and 50-28 of the Solid Waste Regulations - Dale Baker, Deputy City Manager (386) 878-8852.

LOCATION:

Citywide

BACKGROUND:

At the Commission Meeting held on January 4, 2016 the Commission voted 6 to 1 to approve Ordinance No. 01-2016, to revise Chapter 50, Solid Waste, Sections 50-3 and 50-28 of the City's Code of Ordinances with changes. This workshop is to discuss further changes prior to second and final reading tentatively scheduled for February 15, 2016.

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- Prior notice and scheduling of bulk trash/junk will be required before placing the item(s) out for pickup (acceptable quantities are also better defined); and
- Acceptable levels of yard trash have doubled (from four (4) 32-gallon containers or eight (8) garbage bags to sixteen (16) garbage bags/piles).

Amnesty of the quantity limitations will be allowed during the week following Christmas, New Year's Day and any other amnesty day(s) determined by the City of Deltona. Upon approval, an educational/outreach program will be implemented. Enforcement is planned to begin June 1, 2016

COST:

N/A

SOURCE OF FUNDS:

N/A

AGENDA ITEM:B.

ORIGINATING DEPARTMENT:

Deputy City Manager

STAFF RECOMMENDATION PRESENTED BY:

N/A - For discussion and direction to staff as necessary.

POTENTIAL MOTION:

N/A - For discussion and direction to staff as necessary.

Chapter 50 - SOLID WASTE

ARTICLE I. - IN GENERAL

Sec. 50-3. - Definitions.

Residential container means a 96-gallon or 64-gallon contractor provided or equivalent style and size container provided by the customer (neither city nor contractor will be responsible for damage to any customer provided containers) made of nonabsorbent material, provided with a closely fitting cover. ~~Contractor provided container(s) shall not exceed a gross capacity of 96 gallons. Customer provided container(s) shall not exceed a gross capacity of 45 gallons, have side bail handles and not weigh more than 60 pounds when filled and placed for collection by an authorized collector. The director or designee may approve alternative containers.~~

~~Residential container means a container made of nonabsorbent material, provided with a closely fitting cover and side bail handles. Container shall not exceed a gross capacity of 45 gallons. Container shall not weigh more than 60 pounds when filled and placed for collection by an authorized collector. The director or designee may approve alternative containers.~~

Sec. 50-28. - Duties of customers; placement of solid waste for collection.

- (1) All garbage, ~~yard waste~~ and rubbish generated from a residential improved real property shall be bagged placed by the customer, placed in residential containers and then placed at the applicable collection point on the designated solid waste collection day. Garbage and rubbish must be placed in the residential container for pick-up. Solid waste collection days shall be established by the director.
- (2) Each residential improved real property shall be entitled to place up to two ~~one~~ 96-gallon residential solid waste containers ~~or the equivalent capacity in containers provided by customers~~, per week on designated collection days for that customer. Excess material shall not be placed outside the container, ~~not to exceed five times per quarter~~ with the exception of the collection day following Christmas Day, New Year's Day and any amnesty day(s) determined by the City of Deltona. Used tires not to exceed four (4) per week are allowed and may be placed outside the residential container. Customers who ~~habitually set out~~ generate excess material above the two residential containers shall be required to place such excess material in a customer provided residential container at no additional charge, or (at the option of the customer) obtain an additional container a ~~second contractor provided container~~. If a customer obtains a second contractor provided container, Such customer shall be required to pay an additional monthly fee for such additional container. There shall be three designated collection days per week, one day shall be for "yard trash", one day shall be for solid waste and the other shall be for recycling collection. The director may add additional collection days if it is deemed necessary for the public health, safety and welfare.
- (3) Each residential improved real property shall be entitled to place Any one (1) large (bed, couch, etc.) or two (2) small (chair, end table, etc.) bulk trash or junk items shall be placed at the collection point on the collection day designated for such collection. Bulk trash or junk item pick up shall be scheduled through the contractor prior to placing the item(s) out for pickup. Excessive amounts of bulk trash or junk may require special service with fees applied.
- (4) Each residential improved real property shall be entitled to place up to sixteen (16) bags of yard waste or piles of limbs, bundled or a combination thereof, and each not to exceed sixty (60) pounds on designated collection days for that customer. Limbs should not exceed four (4) feet in length or six (6) inches in diameter. The bags and/or piles of limbs may be placed in 32, 64 or 96-gallon containers. Yard waste shall not be placed at the collection point prior to 6:00 p.m. the day prior to collection, if containers are used they shall be removed no later than 9:00 p.m. on collection day.

Larger size or additional quantities of yard trash will require a special pickup scheduled through the contractor with fees applied. Tree removal, land clearing, land development, building demolition or home improvement debris shall be scheduled through the contractor and shall be disposed of as a special service with fees applied.

- (5) The customer shall place all solid waste at the following collection points for the specified categories of property:
- (a) For a single-family residence, solid waste shall be placed at a point within the right-of-way abutting the driveway of such residence no further than ~~ten~~ three (3) feet from the curblineline or paving line, or, if no right-of-way exists which abuts the customer's property, at a point no greater than ~~ten~~ three (3) feet from the paving line, of the roadway and abutting the driveway of such residence. A customer who resides on a private road must place, and allow access to their residential container abutting their driveway.
 - (b) For multifamily dwelling units, waste shall be placed at a point designated by the collector in consultation with the customer, which will maximize economy of collection of the solid waste while considering the public health and the convenience of the customer.
 - (c) Authorized collector shall provide rear-door collection to certified handicapped residents unable to place containers pursuant to this subsection without extra charge.
 - (d) Customers must ensure that containers may be picked up without interference from pets or other sources and that the safety of the authorized collector is not threatened.
 - (e) Containers shall be removed ~~within 12 hours after~~ no later than 9:00 p.m. on collection day and shall not be placed at the collection point prior to 6:00 p.m. the day ~~more than 12 hours~~ prior to collection.
 - (f) Where road access is not passable by the authorized collector, the customer must place solid waste at nearest passable public right-of-way.
- (6) In the event of a dispute between the collector and a customer regarding the location of the collection point, the collector's decision shall be subject to review by the director. The director's decision shall be final and binding.
- (7) Customers ~~must~~ are encouraged to separate recyclable material from other solid waste and place such material in recycling containers for pick up by the collector on the day designated for collection.
- (8) When trash bags are used, the integrity of the bags and their contents shall be the responsibility of the customer. Ruptures of bag or damage from any cause, resulting in the scattering of solid waste, shall obligate the customer to reassemble all of the solid waste and provide an undamaged bag or other receptacle prior to pick-up by the city. The scattering of solid waste (littering) shall be subject to a fine.
- (9) The location of garbage, recycling and yard waste containers located at residential properties, when not set out for the day of pickup, shall be kept away from the front of any building or premises. No garbage, recycling, or yard waste or container shall be kept or maintained upon or adjacent to any street, sidewalk, parkway or front yard and no such container shall be placed within five feet of any property line. No garbage can, recycling container or yard waste container shall be deposited upon an adjoining lot or premises, whether vacant or improved, occupied or unoccupied, or in any street or alley in the city. All garbage cans shall have a closeable lid and the lid shall be closed at all times except when it becomes necessary to lift the lid to deposit garbage in the garbage can or empty such can in a garbage truck.

(10) Violations of any section of this chapter shall have the following civil penalty:

<u>First Offense</u>	<u>Repeat Offense</u>
<u>Up to \$250.00</u>	<u>Up to \$500.00</u>

Trash Violations





















12/09/2015 09:33



12/09/2015 09:31



Trash Violations Update January 2016





WASTE PRO
Caring For Our Community

www.wasteprousa.com









WASTE PRO

www.wastepro.com











Michael Ave
1000





NO
OVERFLOW
\$500
FINE











City of Deltona
Solid Waste Collection Agreement

THIS AGREEMENT made and entered into this 13th day of December, 2011, by and between the CITY OF DELTONA, a Florida municipal corporation (hereinafter referred to as the "CITY"), located at 2345 Providence Boulevard, Deltona, Florida, 32725, and WASTE PRO OF FLORIDA, INC., a corporation of the State of Florida (hereinafter referred to as "WASTE PRO" or "contractor"), located at 3705 Saint John's Parkway, Sanford, Florida, 32771. CITY and WASTE PRO shall be collectively known as the "parties". WASTE PRO shall be responsible for the provision of all residential solid waste and CITY collection services beginning January 1, 2012, and shall provide solid waste and recyclable material collection services as set forth in this Agreement.

WHEREAS, the CITY is required, pursuant to Fla. Stat. §403.702, to plan for and regulate in the most economically feasible, cost-effective, and environmentally safe manner the storage, collection, transport, separation, processing, recycling, and disposal of solid waste in order to protect the public safety, health, and welfare; enhance the environment for the people of this state; and recover resources which have the potential for further usefulness; and

WHEREAS, the CITY is mandated by ordinance to provide, in an environmentally safe manner, solid waste management for its residents and this Solid Waste Collection Agreement with WASTE PRO will assure that such services are provided in the most cost effective manner; and

WHEREAS, the CITY is desirous of maintaining the streets, residential areas, and environment in a clean and sanitary manner, and devoid of solid waste by contracting with WASTE PRO for the solid waste collection services contained herein; and

WHEREAS, WASTE PRO is desirous and capable of assisting the CITY to fulfill its responsibility for collecting and disposing of solid waste, yard trash, and recovered and recyclable materials within the CITY solid waste collection service area (hereinafter referred to as the "service area"); and

WHEREAS, the CITY grants exclusive rights to WASTE PRO for the storage, collection, transport, separation, processing, recycling, and disposal of residential solid waste, and recovered and recyclable materials; and

WHEREAS, the CITY, pursuant to its proprietary powers and Fl. Stat. §403, finds and determines that it would be in the best interest of the public health, safety, and welfare to enter into this Solid Waste Collection Agreement (hereinafter referred to as the "Agreement").

NOW, THEREFORE, the parties in consideration of the mutual covenants, terms, and provisions hereof, and other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, do hereby desire and agree to be bound by the following terms and conditions of the Agreement.

1. DEFINITIONS

For the purposes of the Agreement, the parties agree that the terms, phrases, words, and their derivation shall have the meanings as provided by FL. Stat. §403.703 or as defined 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 vice versa. The word "shall" is always mandatory and not merely directory. Words not defined herein shall be given their plain meaning as set forth in Merriam-Webster's Collegiate Dictionary 11th edition. In the event of conflicting terms, the definition in Fl. Stat. §403.703 shall control. Household waste shall have the same meaning as solid waste. Yard waste shall have the same meaning as yard trash. Recyclable shall have the same meaning as recoverable.

2. TERM OF AGREEMENT

Subject to the termination provisions contained herein, the parties agree that this Agreement shall be for a term of seven (7) years commencing on January 1, 2012. At least six (6) months prior to the end of the term of this Agreement, WASTE PRO shall provide written notice indicating whether they desire to renew this Agreement. This Agreement may be renewed for additional terms of seven (7) years upon mutual agreement of both parties and shall renew upon written agreement of the parties. The CITY has the option not to renew this Agreement without cause or notice to WASTE PRO.

3. SCOPE OF SERVICES

- 3.1. Collection Service: WASTE PRO shall provide residential household waste and residential recovered and recyclable material collection services to all residential units and all City or publicly owned properties, parks, and facilities in the service area illustrated as the City boundary in "Exhibit A", attached hereto and included herein. CITY may amend the service area at any time and must provide WASTE PRO with written notice of any change to the service area at least seven (7) days prior to requiring collection service from WASTE PRO. WASTE PRO shall provide collection service in compliance with the routes and schedules provided in "Exhibit "B", attached hereto and included herein, or as otherwise agreed upon in writing by both parties. All route and/or schedule changes must be approved in advance by the CITY before taking effect. Written notices of any changes in routes and/or schedules shall be furnished to all affected customers by WASTE PRO, at least two (2) weeks prior to implementation of any such change in routes and/or schedules.
- 3.2. Disposal Facility: Prior to October 1, 2012, Contractor may dispose of collected material and waste at any appropriate facility as long as Contractor provides the CITY with proof, in a form which is acceptable to the CITY, that the facility receiving the collected material and/or waste from Contractor is qualified to properly handle that specific type of material and/or waste. If Contractor desires to utilize a disposal facility of which the tipping fees exceed the current established rate, Contractor must first obtain the permission of the City. Beginning as of October 1, 2012, the City shall have the right to reasonably designate the facility (ies) at which the contractor shall dispose of collected material and waste.
- 3.3. Routes: Contractor shall establish routes within the City to obtain maximum efficiency of operation. Contractor shall be responsible to determine means and methods to maintain efficiency of operations to include employing, if elected, differing means and collection methods and automated or semi-automated collection systems. Contractor shall submit for City approval, in a format approved by City, a record of each route and the collection days for residential solid waste, recyclable materials, and yard waste.
- 3.4. Route Supervisor: Contractor shall assign two (2) supervisors to be available in a pickup type vehicle to ensure the performance of the services described in this Agreement.

Contractor shall designate, in writing to the City Manager, the principal supervisor assigned. In the event that the principal supervisor is unavailable, a trained, knowledgeable, and responsible backup supervisor shall be available. The backup supervisor will have authority to make decisions and take action in response to City. Supervisors shall be responsible to maintain communications with the Solid Waste Coordinator's office, as a minimum contacting at end of each workday to ensure all concerns have been addressed.

3.5. Disposal Costs: Collection costs and disposal costs shall be treated separately for the collection services provided under this Agreement. Prior to October 1st 2012 Waste Pro will be responsible for paying disposal fees associated with this contract. After that date it will be the responsibility of the City of Deltona. Contractor is responsible for disposing of all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste. WASTE PRO may dispose of residential household waste, yard waste and recycling material at any appropriate facility as long as WASTE PRO provides the CITY with proof, in a form which is acceptable to the CITY, that the facility receiving the residential household waste material from WASTE PRO is qualified to properly handle that specific type of residential household waste material.

3.6. 96-Gallon Container: Contractor shall supply a ninety-six (96) gallon container to all current and new residents or a sixty-four (64) gallon container to City approved customers, for the term of the Agreement. Contractor shall be responsible for the cost and delivery of ninety-six (96) and sixty-four (64) gallon containers and shall retain ownership of supplied containers. Contractor shall deliver a ninety-six (96) or a sixty-four (64) gallon container to all current residents no later than October 1, 2012. An additional ninety-six (96) gallon container may be leased for an additional fee of \$2.63 per month. An additional sixty-four (64) gallon container may be leased for an additional fee of \$2.35 per month. Container prices will be adjusted accordingly by CPI effective October 1, 2013, and annually thereafter. Customer's containers requiring replacement, due to no fault of the contractor,

will be charged a one-time replacement fee of seventy-five dollars (\$75.00) which shall be adjusted accordingly by CPI effective October 1, 2013 and annually thereafter.

3.7. Personnel, Permits, Records and Equipment: WASTE PRO shall be responsible for furnishing all personnel, materials and equipment, tools, supplies, vehicles, transportation, training services, and facilities to perform all of the work under this Agreement. WASTE PRO, shall be responsible for the disposal of all recyclables, solid, and yard waste. WASTE PRO vehicles shall be maintained in a clean and sanitary condition. WASTE PRO shall thoroughly wash and sanitize its vehicles with a suitable disinfectant and deodorant at the end of each day or at such times as established by the CITY. All WASTE PRO vehicles shall be washed on the outside at least weekly. WASTE PRO vehicles shall be kept in a well maintained manner so that they will not leak oil or other fluids upon any street or road. WASTE PRO shall use non-hazardous fluids where possible. Vehicles shall be maintained to eliminate producing avoidable engine emissions. Vehicles that cannot be maintained in this manner shall not be utilized to provide the services covered as part of this Agreement.

All costs, expenses, permits, licenses, or fees required for complying with the terms of this Agreement shall be the sole responsibility and liability of WASTE PRO; no separate or additional payment shall be required by the CITY.

3.8. Equipment Covers: Each vehicle used for the services herein shall have a fully enclosed metal top. The CITY may waive the requirement of a fully enclosed metal top in the event of an emergency. As an alternative to a fully enclosed metal top, said vehicle may be equipped with a cover which may be netted 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 to, from, and during the loading operation or whenever parked.

3.9. Complaint Response Time: All calls and complaints to WASTE PRO shall be handled promptly and, in the case of missed pick-ups, be resolved within twenty-four hours. WASTE PRO must maintain a log of all calls and complaints, which should include a record of the resolution of the complaints, including dates and times. WASTE PRO shall submit a

monthly report of all calls, complaints, and resolution of all complaints to the CITY on a timely basis.

3.10. Complaint Records: WASTE PRO shall keep records of all complaints and indicate each disposition in a live database terminal or provide software to download daily data to the CITY. The CITY shall have access to review and monitor the status of all complaints. WASTE PRO shall provide the City Manager or designee with a full written explanation of each disposition for every customer complaint involving a claim of damage by WASTE PRO employees or agents. All records shall be available for inspection by the City Manager or designee at all times during business hours.

4. RESIDENTIAL SOLID WASTE COLLECTION SERVICE

4.1. Solid Waste Collection: WASTE PRO shall provide residential household waste collection service to all residential units in the service area. Such service shall be limited to the collection of a ninety-six (96) gallon solid waste container or the equivalent capacity in containers provided by customers, per residential unit per week. Contractor shall collect excess material set outside of container, not to exceed five (5) times per quarter. Customers who habitually set out excess material shall be required to lease a second ninety-six (96) gallon container or provide their own containers. Contractor shall provide rear-door collection to certified handicapped residents unable to place containers pursuant to this subsection without extra charge.

4.2. Yard Waste Collection: WASTE PRO shall provide yard waste collection service to all residential units in the service area. Such service shall be limited to the collection of an average of four (4), thirty-two (32) gallon solid waste containers, eight (8) garbage bags per residential unit per week, not to exceed 8 cubic yards in a four (4) week period, or equivalent bundles. Waste Pro may charge a flat rate per additional cubic yard for collection of material above quarterly amount. Palm fronds and limbs may be neatly stacked and shall not be required to be bundled. Limbs should not exceed four (4) feet in length, six (6) inch diameter or sixty (60) pounds.

4.3. Residential Bulk Waste Collection: WASTE PRO shall provide residential bulk waste collection service to all residential units in the service area. Such service shall be limited to

four (4) pieces of furniture, four (4) waste residential vehicle tires (not to exceed twenty inches in size), appliances, carpets, new or departing residential household items, boxes, equipment, mattresses and other similarly related items; or eight (8) cubic yards of other types of residential bulk waste or a combination thereof, not to exceed eight (8) cubic yards in an eight (8) week period. WASTE PRO shall make the best effort to recycle clean boxes. Any additional bulk waste pick-up will be paid for by the resident at \$25.00 per cubic yard.

4.4. Disposal and Recycling of White Goods: WASTE PRO shall provide disposal and recycling of white goods service to all residential units in the service area. All WASTE PRO route drivers shall immediately report to WASTE PRO dispatch any white goods along their routes for pickup. WASTE PRO shall dispose of white goods at its designated disposal facility except whereas set forth below. WASTE PRO may dispose of white goods at any appropriate facility as long as WASTE PRO provides the CITY with proof, in a form which is acceptable to the CITY, that the facility receiving the white goods from WASTE PRO is qualified to properly handle that specific type of white goods. White goods must be picked up within three (3) days subsequent to the initial report or notice to dispatch by WASTE PRO drivers, CITY employees, or the general public. WASTE PRO shall be solely responsible for the cost related to the disposal of white goods.

4.5. Disposal and Recycling of Waste Tires: WASTE PRO shall provide disposal and recycling service of waste or used residential vehicle tires (not to exceed twenty inches in size) to all residential units in the service area. Waste Pro shall be solely responsible for the cost related to the disposal of waste tires. All tires shall be picked up during regularly scheduled pick up times.

4.6. Residential Recycling Collection: WASTE PRO shall provide unlimited residential recycling collection service to all residential units in the service area. Unless otherwise agreed in writing, WASTE PRO shall separate at the point of pick up, the two (2) fibers and commingled containers into different sections of the collection vehicle. WASTE PRO shall perform such services as are required to provide a complete recyclable materials program. All recyclable materials shall be delivered to a recovered materials processing facility.

- 4.7. Recovered Material Containers: WASTE PRO shall purchase and maintain an adequate supply of replacement containers (bins), which shall be distributed to existing or new customers by WASTE PRO, as required or upon request from residential units. WASTE PRO shall deliver the bins to all residential units within seventy-two (72) hours upon receipt of notice for request of a bin. WASTE PRO shall sell all remaining replacement bins to the CITY for one dollar (\$1.00) each at the end of the Agreement term or, if applicable, at the end of the renewal. The ownership of all recycling bins purchased or distributed on behalf of the CITY shall be determined by the city.
- 4.8. Household Hazardous, Biological or Biomedical Waste: WASTE PRO shall refuse to collect any household hazardous, biological, or biomedical waste. Each residential unit is solely responsible for the disposal of such waste. If WASTE PRO believes household hazardous, biological, or biomedical waste is placed outside for waste collection, WASTE PRO shall immediately notify the CITY or designee by telephone, followed by a written notice stating the location of such waste by the end of the day when a violation is observed.
- 4.9. Title to Recovered Material: Title to the recyclable materials shall immediately vest with the CITY upon possession by WASTE PRO. WASTE PRO shall be solely responsible for the safe and proper delivery of the recyclable materials to the designated recovered materials processing facility. Recyclable material shall be collected in such a manner that insures marketability of at least ninety percent (90%) of the recovered materials.

5. HOURS AND DAYS OF COLLECTION

- 5.1. Daily Collection: All residential solid waste collection services identified above shall be provided once a week for each residential unit. All solid waste collection services shall be provided Monday through Friday, commencing at 6:00 a.m. and shall terminate at 8:00 p.m. The hours and/or days of collection may be extended due to extraordinary circumstances or economic conditions, with the prior written consent of the City Manager or designee.

WASTE PRO agrees that solid waste collection services at all CITY or publicly owned properties, parks, and facilities, as listed in "Exhibit D" and as may be amended by

the CITY, shall be provided up to three days a week upon written request from the CITY. The locations, hours, and/or days of collection shall be scheduled as agreed upon in writing by the parties. The parties agree "Exhibit D" shall be amended as property is acquired or sold by the CITY.

5.2. Holidays: The Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day shall be the only designated holidays unless the parties agree in writing to include additional holidays. WASTE PRO shall not be required to furnish residential solid waste collection services or maintain office hours on a designated holiday. WASTE PRO shall notify all residential units whose normal collection day falls upon a designated holiday, at least ten (10) days and not more than thirty (30) days prior to said designated holiday, that no collection service shall be provided on said day and state the date of the make-up collection day. Said notice shall be in the form of an advertisement, no less than one quarter (1/4) page in size, in the Daytona Beach News Journal and the Orlando Sentinel or by individual notice. The make-up day for solid waste and recycling collection services shall be performed on the day following the holiday. Each customer's collection day shall be pushed forward one day. For example, if a holiday falls on a Monday, Monday shall be rescheduled to Tuesday, with Tuesday collection rescheduled to Wednesday, Wednesday collection rescheduled to Thursday, Thursday collection rescheduled to Friday, and Friday rescheduled to Saturday. WASTE PRO shall extend its operating hours for all holiday makeup days, if necessary, to accommodate the required pick up of solid, recycling, and yard waste.

6. RESIDENTIAL UNITS AND ROUTES

6.1. Unit Count: No later than February 15, 2012, and every month thereafter, the CITY shall revise the residential collection service unit count (hereinafter referred to as the "unit count") which shall be used by WASTE PRO for billing purposes only. The revised unit count shall become effective on the first day of the following month after each adjustment. The CITY shall make available to WASTE PRO an electronic list of all residential units in the service area including, but not limited to, the CITY or County GIS System. In the event that WASTE PRO does not agree with the unit count provided by the CITY, WASTE

PRO may request that the CITY and WASTE PRO perform a joint physical count of the residential units in the service area. Adjustments shall be made to the unit count by the CITY throughout the term of this Agreement to account for individual residential units that come on or go off residential collection service on a monthly basis.

6.2. Consumer Price Index (CPI): The fees or compensation payable to the Contractor may be adjusted upward or downward as of October 1st of each year of the Contract upon written request by one party to the other at least 120 (one hundred and twenty) days before the anniversary date. If requested, the rate adjustment shall be equal to 100% of the Consumer Price Index (CPI), Urban Wage Earners and Clerical Workers, United States, South Urban, Not Seasonally Adjusted, all items less energy consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month Contract period. The CPI adjustment will not be applied to the fuel increase portion of the CPI. The fuel adjustment portion of the CPI will be applied in paragraph below. Price adjustments as a result of the CPI and fuel adjustment shall not exceed five-percent (5%) of the total cost in any one calendar year. The excess percentage may carry forward to the following year; however, the overall total increase for any one calendar year shall not exceed five-percent (5%). The CPI index to be used will be from April to April for the previous twelve months.

6.3. Unusual Changes or Costs: The Contractor may petition the City on the anniversary date of the Contract for rate adjustments or at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations.

6.4. Fuel Adjustment Component (FAC): The Contractor's initial fuel cost shall be three-dollars-and-fifty-cents (\$3.50) per gallon of diesel fuel.

"Fuel Cost per Gallon" shall be the most recent listing of "On-Highway Retail Diesel Prices," Lower Atlantic Region, U.S. Department of Energy, Energy Information Administration, as published on the Internet at <http://www.eia.gov/oog/info/wohdp/diesel.asp>. The Contractor shall calculate the FAC at the beginning of each year. The first consideration for the FAC shall be October 1, 2012

and annually thereafter. The initial FAC fuel component shall be one-dollar-and-eighteen-cents (\$1.18). The yearly FAC shall be determined by the following formula: Fuel Adjustment Component (FAC) = new yearly fuel cost per gallon divided by initial fuel cost per gallon, times initial FAC, rounded to the nearest penny.

Example 1:

New yearly average fuel cost - \$4.50/gal (hypothetical)

Initial fuel cost - \$3.50/gal (actual)

Initial FAC - \$1.18/ Residence/Month (actual)

New FAC = $(\$4.50/\$3.50)*(\$1.18)$ or new FAC = \$1.52/ Residence/Month

Example 2:

New yearly average fuel cost - \$2.75/gal (hypothetical)

Initial fuel cost - \$3.50/gal (actual)

Initial FAC - \$1.18/ Residence/Month (actual)

New FAC = $(\$2.75/3.50)*(\$1.18)$ or new FTC = \$0.93/ Residence/Month

Each September, the vendor shall calculate the adjusted fuel component price, as described above and send a letter to the City showing the calculation and the resulting end price for the following year to be effective October 1st of each year.

6.5. Collection Service Routes: Contractor shall establish routes within the City to obtain maximum efficiency of operation. Contractor shall be responsible to determine means and methods to maintain efficiency of operations to include employing if elected, differing means and collection methods, automated or semi-automated collection systems. Contractor shall submit for City's approval, in a format approved by City, a record of each route and the collection days for residential solid waste, recyclable materials, and yard waste.

7. Contacts

7.1. WASTE PRO Contact Office: WASTE PRO shall maintain, at its own expense, a local office where complaints can be received by toll-free telephone access from all residential customers units in the service area. WASTE PRO telephone numbers shall be local access

numbers which will allow residential customers within the service area, the ability to contact the WASTE PRO local office without incurring any additional access, local, or long distance telephone charges for each call. Said local office shall be equipped with sufficient telephones and staff members during collection hours. Said local office shall be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. WASTE PRO shall provide either a telephone answering service or mechanical device to receive customer inquiries, requests, or complaints after normal business hours.

7.2. Emergency Contact: WASTE PRO shall provide the City Manager or designee with an emergency phone number where a WASTE PRO authorized management representative can be reached twenty-four (24) hours a day, seven (7) days a week.

7.3. Office Inspection: CITY reserves the right to inspect WASTE PRO facilities, offices, and records which may be related to this Agreement at any reasonable time, during normal working hours, to determine that WASTE PRO has a bona fide place of business and is upholding all the terms of this Agreement. The CITY reserves the right to audit all records maintained and compiled by WASTE PRO which may be related to this Agreement.

8. MONTHLY PAYMENT AND REPORT

8.1. Payment for Services: The CITY is responsible and authorized for billing and collection of all payments for all collection services described herein. CITY shall pay WASTE PRO for all services described herein in accordance with the rate per unit and initial residential unit count established in "Exhibit C", attached hereto and included herein. Subsequent payments to WASTE PRO shall be paid based on the same rate per unit, absent any adjustment allowed pursuant to this Agreement and the subsequent unit count adjustments reported to WASTE PRO by the CITY, on a monthly basis. The CITY shall remit payment to WASTE PRO no later than the fifteenth (15th) day of each month following the month service has been rendered minus any credit due to the CITY to include, but not be limited to, monthly gross recycling revenues, all outstanding debts, fines, fees, penalties, or liquidated damages, provided an invoice is received by the CITY from WASTE PRO no later than the 5th of each month reflecting the correct rate per unit and residential unit count for the month payment is owed.

8.2. Recycling Revenues: WASTE PRO and the CITY shall split the generated gross recycling revenue evenly, fifty/fifty (50/50), from the recovered materials on a monthly basis. Monthly invoices submitted to the CITY shall reflect a credit for monies received from gross revenue generated from recyclable materials. Copies of all receipts, checks, reports, and documentation related to recycling revenue or proceeds must be submitted to the CITY, on a monthly basis, along with each invoice for payment.

8.3. Monthly Reports: WASTE PRO shall produce and deliver to the CITY all monthly reports requested by the City Manager or designee within ten (10) days after each request or at the end of each month, in a mutually agreeable format. WASTE PRO shall file written reports on forms and in a format approved by the CITY. WASTE PRO agrees to be solely responsible for any fees, fines, penalties, expenses, overpayments, or costs resulting from any inaccuracies provided by WASTE PRO and relied upon by the CITY. WASTE PRO agrees to hold, store, and make available all records and reports as required by the CITY. WASTE PRO shall compile, maintain, and keep monthly reports to properly and accurately reflect the following:

8.3.1. Weight, by commodity, at a minimum of solid waste, bulk, yard trash, and recyclable waste, including copies of receipts issued to WASTE PRO by the designated recovered materials processing facility.

8.3.2. A daily unit count of the number of solid waste, yard waste, recycling containers, and bulk items actually "set out" by the residential units which shall be utilized to obtain an accurate count of resident participation.

8.3.3. Weight of solid waste diverted from the landfill by percent.

8.3.4. Routes above or below average participation.

8.3.5. Provide all statistical and other pertinent information pertaining to residential collection services as may be requested by the City, to comply with the provisions of Florida Statute Section 403, as amended, other pertinent laws and regulations and any inter local agreements the CITY has or may enter into during the term of this Agreement or its renewal.

8.4. Outstanding Debts: WASTE PRO expressly agrees that the CITY shall deduct or withhold all monies which are owed to the CITY for any legal obligations or debts incurred including, but not limited to, intangible taxes, personal property taxes, liens, fines, fees, penalty, or liquidated damages from any monthly payment due to WASTE PRO.

9. PROMOTION PUBLIC RELATIONS AND EDUCATION

9.1. Promotion of Service: The CITY and WASTE PRO shall share responsibility for the promotion of the waste reduction and recycling programs. The CITY and WASTE PRO shall cooperate in the design of promotional events and educational programs and the preparation of promotional materials, such as door hangers and/or flyers for public distribution; however, financial contribution by the CITY shall be subject to available funds as determined by the City Manager. The CITY must review and approve all promotional or informational materials prior to dissemination. WASTE PRO shall distribute written information to the residential participants on an annual basis. WASTE PRO shall be solely responsible for conducting presentations to civic groups, homeowners associations, businesses, and other appropriate citizens groups, up to one per week. WASTE PRO agrees to be responsible for all costs related to the promotion of services.

9.2. Advertising: WASTE PRO agrees not to use the CITY name, logo, this Agreement, or any results therefrom, as part of any commercial advertisement, financial gain, or benefit without the prior written approval of the CITY.

10. CITY OR PUBLICLY OWNED FACILITIES

WASTE PRO will provide Containerized and Roll-off Service to all current and future CITY or publicly owned facilities, property, and land at no cost to the CITY. Current list of CITY or publicly owned facilities are listed in "Exhibit D" attached hereto and included herein. Additional sites may be added by the City Manager or designee as new structures or facilities are built or acquired by the CITY. WASTE PRO agrees all solid waste collection services provided to CITY or publicly owned facilities shall be at no charge or cost to the CITY.

11. SPILLAGE

WASTE PRO must exercise due care and diligence so as to prevent spilling, scattering, or dropping of refuse material. Any trash, garbage, household, or recyclable materials spilled by WASTE PRO shall be picked up immediately by WASTE PRO. WASTE PRO shall be solely responsible and liable for any damages or fines related to such spillage. Any spillage reported to WASTE PRO shall be picked up within two hours after receipt of notice.

12. PICK UP OF DEAD ANIMALS

WASTE PRO will be responsible for the pick-up of dead animals. Dead animals shall be picked up by the end of the same day if reported prior to 12:00 noon. Calls reported after 12:00 noon shall be picked up no later than 12:00 noon of the following day.

13. INSURANCE

WASTE PRO, at its own cost and expense, shall have in force during the term of this Agreement, all insurance required herein from an insurance company licensed in the State of Florida and rated "Class A" or better by A. M. Best Company, or some other form of assurance approved by the City Manager or designee. All required insurance policies shall be evidenced by certificates of insurance and must be submitted to the City Manager or designee prior to the effective date of this Agreement. A copy of all notices from the insurance company must be provided to the CITY within five (5) days of receipt by WASTE PRO. The insurance company shall be instructed to provide a 30 day notice of cancellation to the CITY for each policy. The parties agree that failure to comply with this section shall render this Agreement null and void. WASTE PRO shall also name the CITY as an additional insured through policy endorsement on its liability insurance policy. A copy of all required policies is to be provided to the CITY before this Agreement becomes effective. A copy of all subsequent renewals shall be provided to the CITY within five (5) days of receipt from the insurance carrier and must be received by the CITY prior to the expiration of the existing policy. WASTE PRO shall be solely liable for all sums of money that may represent a deductible in any insurance policy pursuant to this Agreement.

13.1. Comprehensive General Liability Insurance: WASTE PRO shall name the CITY as an additional insured under its general liability policy, with minimum limits of two million

dollars (\$2,000,000) per occurrence combined single limit, to include premises/operations, independent contractors, products/completed operations, property damage and broad form contractual, and personal injury. Such liability insurance shall be no less than two million dollars (\$2,000,000) limit at all times during the term of this Agreement. WASTE PRO agrees that no payments shall be made by the CITY until proof of this insurance has been provided and verification of coverage has been established by the CITY.

13.2. Comprehensive General Liability Insurance: WASTE PRO agrees to maintain adequate business automotive liability coverage as required by Florida State law and shall be no less than two million dollars (\$2,000,000) limit per occurrence at all times during the term of this Agreement. WASTE PRO agrees that no payments shall be made by the CITY until proof of this insurance has been provided and verification of coverage has been established by the CITY.

13.3. Pollution Insurance: WASTE PRO shall maintain pollution insurance in the amount of one million dollars (\$1,000,000) aggregate. WASTE PRO agrees that no payments shall be made by the CITY until proof of this insurance has been provided and verification of coverage has been established by the CITY.

14. LIQUIDATED DAMAGES

In the event WASTE PRO fails to perform in accordance with the provisions of this Agreement, the CITY shall withhold liquidated damages from any monies due WASTE PRO for each incident or occurrence of breach committed by WASTE PRO as follows:

- A. Failure to record a complaint - \$100.00 each case;
- B. Failure to respond to a complaint - \$100.00 each case;
- C. Failure of WASTE PRO to handle solid waste, yard waste or recycling containers carefully, thoroughly empty and replace as specified - \$25.00 each case;
- D. Failure to clean up spillage from WASTE PRO vehicles or after having emptied containers, whether on private or public streets, alleys, walkways, roads and other similar areas where spillage may occur - \$1,000.00 each case;

- E. Damage to customer's property – the higher of the amount of damages to customer's property or \$250.00, each case;
- F. Failure of personnel to treat customer(s) or their property in a professional manner - \$15.00. per incident;
- G. Throwing of containers or recycling bins - \$25.00 per incident, per location;
- H. Failure to provide required reports - \$150.00 per day per report (additional \$150.00 per day for every five days the report is not provided);
- I. Failure to deliver or replace recycling bins within seventy-two (72) hours of request - \$25.00 each occurrence,;
- J. Collection services commencing before 6:00 am. - \$1,000 each incident.

WASTE PRO agrees that it shall also be subject to all fines and penalties related to any violation of the CITY code of ordinances.

15. **INDEMNIFICATION**

WASTE PRO agrees to and will at all times indemnify, save and hold CITY harmless from any and all liability, claims, demands, disputes, damages, costs, attorneys' fees, and expenses (including prior to trial, trial, and appeal), incurred by the CITY as a result, directly or indirectly, due to negligent acts of any WASTE PRO employees, subcontractors, officers, and directors activities and actions.

16. **ASSIGNMENT**

This Agreement may not be assigned or transferred in any manner by WASTE PRO and any such assignment is expressly prohibited. Any attempt to assign this Agreement shall render this Agreement null and void. WASTE PRO shall be liable for all costs and expenses related to fulfilling the terms of this Agreement. In the event WASTE PRO is purchased by another company, the parties agree that the Agreement shall be listed by WASTE PRO as an asset and/or liability which a subsequent purchaser of WASTE PRO shall fully assume and agree to be held solely liable for the terms of this Agreement and fulfillment thereof.

17. ENTIRE AGREEMENT

Any previously existing oral or written agreements between the parties concerning solid waste and recovered material collection services shall be terminated as of the date of this Agreement and shall be deemed to be hereafter null and void and of no further force and effect. The entire agreement between the parties is incorporated herein. Both parties agree to be bound by all policies and procedures as adopted or amended by the CITY Commission in addition to the terms of this Agreement.

18. SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CITY and WASTE PRO, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

19. COMPLIANCE WITH LAWS

WASTE PRO acknowledges that it is thoroughly familiar with Florida laws and CITY ordinances relevant to this Agreement and shall be informed of any changes during the term of this Agreement. WASTE PRO is required to comply with all provisions of Federal, State, City, and local laws, ordinances, rules, and regulations that are applicable or related to this matter or the performance of this Agreement. Lack of knowledge by WASTE PRO shall in no way be a cause for relief from responsibility or liability, or constitute a cognizable defense against the legal effect thereof. WASTE PRO agrees that all costs and expenses to meet or comply with pertinent laws, ordinances, rules, and regulations, or any violation thereof shall be the Sole responsibility of WASTE PRO and shall be held strictly liable.

20. DISPUTE RESOLUTION

In the event a dispute arises as a result of the implementation of this Agreement, or misunderstanding of its terms, both parties agree to resolve the conflict or disagreement by mediation. In the event the conflict is not resolved by mediation, both parties agree that venue and jurisdiction of all disputes related to this Agreement shall be in Volusia County, Florida.

21. **MODIFICATION**

Any modifications to this Agreement shall be written and becomes effective upon the signature of both parties.

22. **DISCLAIMER**

Under no circumstances does the CITY endorse, promote, condone, certify, vouch for, recommend, or otherwise accept responsibility for any of the contents, actions, or services associated with WASTE PRO or its activities. WASTE PRO shall not pledge this Agreement, the CITY's credit, or make the CITY a guarantor or surety for any payments of a contract, debt, obligation, judgment, lien, or any other form of indebtedness while this Agreement is valid. WASTE PRO, its employees, or subcontractors shall provide services to the CITY, required herein, strictly in an independent contractual relationship and are not to be construed as agents or employees of the CITY at any time. Persons employed by WASTE PRO, or providing services to the CITY pursuant to this Agreement, shall have no claim to any benefits, insurance, compensation, rights, or privileges unless expressly provided in this Agreement.

23. **ATTORNEY'S FEES**

In the event any litigation or controversy arises out of, or in connection with this Agreement between the parties hereto, the CITY shall be entitled to recover all reasonable attorneys' fees and costs.

24. **GOVERNMENT RESTRICTIONS**

WASTE PRO hereby represents and warrants that it has, and will continue to maintain, all necessary licenses and approvals to provide the services herein, and shall continue to conduct its services and business activities in a reputable manner. In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship, or performance of this Agreement, they shall be the responsibility of WASTE PRO. WASTE PRO shall provide written notification specifying any regulation which requires a material alteration or any price adjustments occasioned thereby. The CITY reserves the right to accept such alteration and adjustment or to cancel the Agreement within 30 days of receipt of written notice due to a material alteration, at no further expense, cost, or liability to the CITY.

25. FIRST PRIORITY AND MOST FAVORED NATION

In the event WASTE PRO experiences equipment failure, personnel problems, or loss of employees in its overall operations in the State of Florida, or during or after an emergency or disaster caused by weather or acts of God, WASTE PRO agrees to give the CITY first priority in the assignment of sufficient equipment and personnel to provide necessary services.

In the event WASTE PRO bids or negotiates a more favorable rate than the City of Deltona has under this contract for the provision of the same or substantially similar services and conditions provided in this Contract with the Contractor, the Contractor shall be required to reduce the rates charged to the City to be equal to or lower than the rates bid or negotiated in the neighboring municipality or county. Neighboring municipality or county shall mean Volusia County, Seminole County, and municipalities within Volusia County or Seminole County. Same or substantially similar services shall mean services that do not include commercial services, and are for one pick-up per week per residence for trash, recyclables, and yard waste (1 – 1 – 1 contract). Same or substantially similar conditions shall mean conditions that affect the financial aspects of the contract, such as the existence of franchise fees, etc.

26. TERMINATION OF AGREEMENT

The CITY shall notify WASTE PRO in writing of deficiencies or defaults in the performance of its duties under the terms and conditions of this Agreement and WASTE PRO shall have fifteen (15) days to correct same or provide a written request for a hearing to resolve any deficiencies or defaults. Failure by WASTE PRO to remedy the specified items of deficiency or default, or to provide adequate assurances to prevent future occurrence of such deficiencies or defaults in writing, may result in the termination of this Agreement at the sole discretion of the CITY and, if terminated, shall relieve the CITY of any and all responsibilities and liabilities under the terms and conditions of this Agreement. In the event WASTE PRO fails to resolve any default or deficiencies, the CITY reserves the right to procure all services described herein from other sources and WASTE PRO agrees to be held responsible and strictly liable for all costs and expenses occasioned or incurred from such action.

Upon receipt of written notice to terminate this Agreement from the CITY, WASTE PRO shall have the right to seek a review of the decision by requesting, within thirty

(30) days of receipt of written notice to terminate, that the City Commission review such action. The City Commission shall schedule a review of the decision to terminate this Agreement at a regularly scheduled commission meeting within thirty (30) days of receipt of a written request by WASTE PRO to review the decision to terminate the Agreement. The City Commission's decision shall be final and becomes effective thirty (30) days thereafter. In the event that WASTE PRO fails to request a review of the decision to terminate the Agreement made by the CITY, the termination shall be effective sixty (60) days after WASTE PRO receives written notice of termination from the CITY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 13th day of December, 2011.

Signed, sealed and delivered In the presence of:

Waste Pro of Florida, Inc.
[Signature]

Witnesses:

Bladys N. Merced [Signature]

BY: _____

Its: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

BEFORE ME personally appeared Tim Doherty as Regional Vice President of the Waste Pro of Florida, who first being duly sworn, deposes and says that he/she is the person described in and who executed the foregoing and he/she acknowledged the same of his/her own free will and produced _____ as identification and did take an oath,

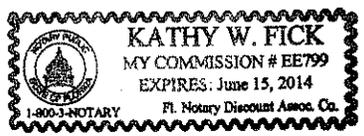
WITNESS MY HAND and official seal this 13th day of Dec, 2011.

[Signature]
Notary Signature

Kathy W. Fick
NOTARY, Printed Name

Commission Number: EE799

My Commission Expires: 6/15/14



ACCEPTED FOR THE CITY OF DELTONA

Approved as to form and legality
for use and reliance by the City of Deltona

By:

Faith G. Miller
FAITH G. MILLER
CITY MANAGER

Date:

12/13/11

Gretchen R.H. Vose
GRETCHEN R.H. VOSE
CITY ATTORNEY

ATTEST:

Joyce Kent
JOYCE KENT, CMC
CITY CLERK

Mailing Address:
2345 Providence Boulevard
Deltona, FL 32725-1806

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13th day of December
2011, by FAITH G. MILLER and JOYCE KENT, City Manager and City Clerk respectively, of the
CITY OF DELTONA, FLORIDA, who are personally known to me and they acknowledged
executing the same freely and voluntarily under authority vested in them and that the seal
affixed thereto is the true and corporate seal of the City of Deltona, Florida.

Kathy W. Fick
Signature

(NOTARY SEAL)

Kathy W Fick

NOTARY, Printed Name

Commission Number: EE799

My Commission Expires: 6/15/14

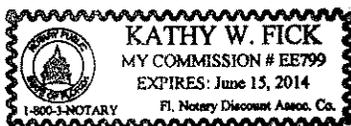
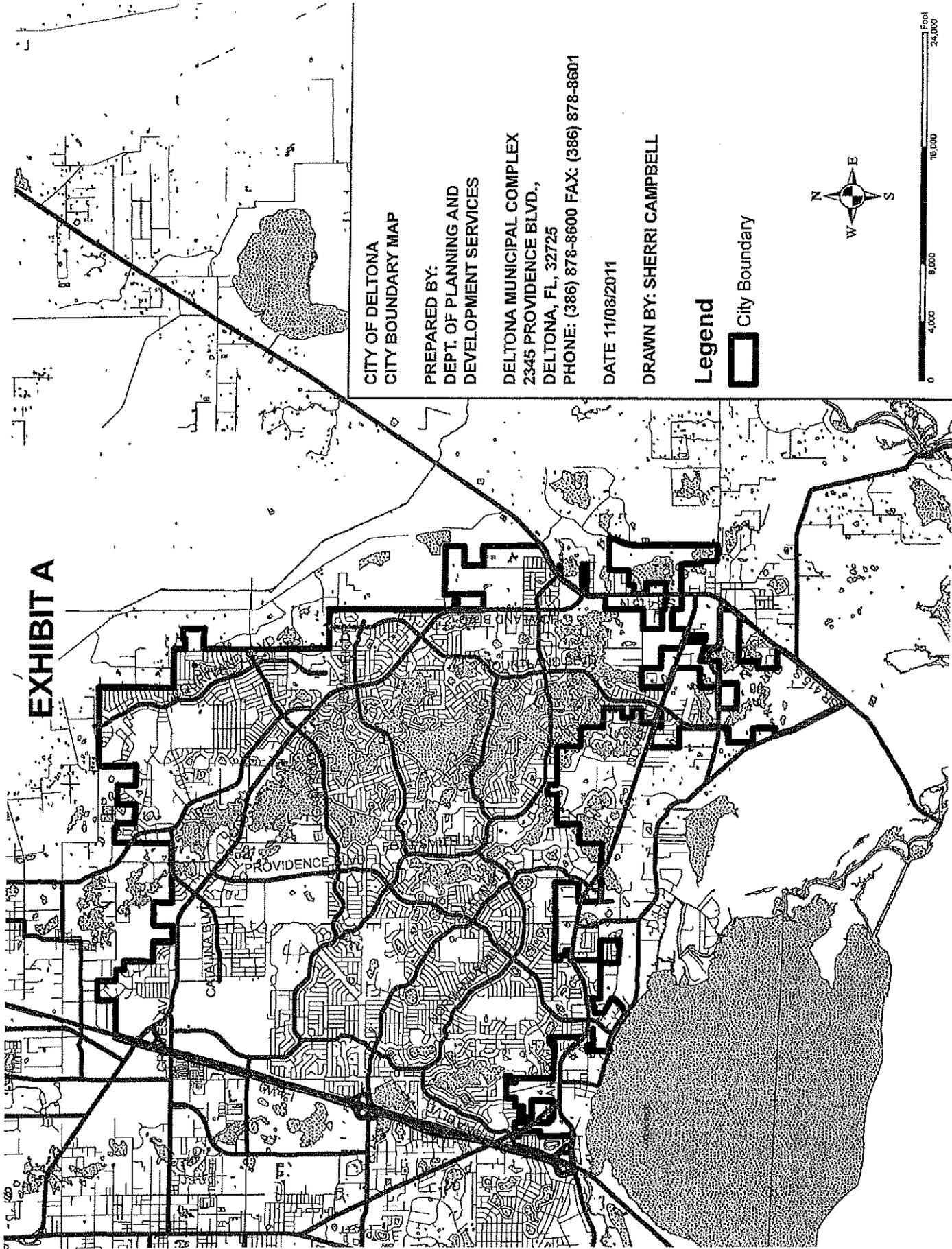


EXHIBIT A



CITY OF DELTONA CITY BOUNDARY MAP

PREPARED BY:
DEPT. OF PLANNING AND
DEVELOPMENT SERVICES

DELTONA MUNICIPAL COMPLEX
2345 PROVIDENCE BLVD.,
DELTONA, FL, 32725
PHONE: (386) 878-8600 FAX: (386) 878-8601

DATE 11/08/2011

DRAWN BY: SHERRI CAMPBELL

Legend

 City Boundary



EXHIBIT B

Exhibit for contract: Day of week and material serviced.

Deltona Routing

Monday

10 Yard Waste Trucks

5 Recycling Trucks

Tuesday

4 Yard Waste Trucks

6 Solid Waste Trucks

5 Recycle Trucks

Wednesday

10 Solid Waste Trucks

5 Recycle Trucks

Thursday

10 Solid Waste Trucks

5 Recycle Trucks

Friday

10 Solid Waste Trucks

5 Recycle Trucks

EXHIBIT C

Total Monthly Rate per Unit :	\$9.79
Residential Unit Count:	33,827

EXHIBIT D
CITY OF DELTONA PUBLICLY OWNED FACILITIES

FIRE STATIONS	
Station 61	1685 Providence Blvd.
Station 62	320 Diamond St.
Station 63	2146 Howland Blvd.
Station 64	236 Ft. Smith Blvd.
Station 65	2983 Howland Blvd.
Logistic Building	1362 E. Lombardy Drive
PARKS & RECREATION	
PARK NAME	ADDRESS
Campbell	1315 Briarwood Ave.
Community Center	980 Lakeshore Dr,
Deltona Festival Grounds	191 Howland Blvd.
Dewey O. Boster Sports	1200 Saxon Blvd.
Dupont Lakes	2711 Elkcarn Blvd.
Dwight Hawkins	3050 Riverhead Dr.
Firefighter	1426 E Lombardy Dr.
Harris Saxon	2329 California St.
Keysville	2461 Keysville Ave,
Lake Butler	301 Courtland Blvd
Lake Gleason	1019 Gaucho Cir.
Lake Monroe Boat Launch	966 Lakeshore Dr.
Manny Rodriguez (Abby)	1570 Overton St.
Thornby	110 Providence Blvd.
Timber Ridge	1138 Glendale Ave.
Tom Hoffman	1751 Whipple Dr.
Vann Park	675 Elgrove Dr.
Veterans Memorial	1921 Evard Ave.
Wes Crile	1537 Norbert Ter.
PUBLIC WORKS	201 Howland Blvd.
DELTONA WATER	255 Enterprise Rd.
WWTP	401 Fisher Dr.



Agenda Memo

AGENDA ITEM:C.

TO: Mayor and Commission

AGENDA DATE: 1/25/2016

FROM: Jane K. Shang, City Manager

AGENDA ITEM: 4 - C

SUBJECT:

Discussion re: possible door to door solicitation ordinance - Becky Vose, Legal Department, (407-448-0111)

LOCATION:

City wide

BACKGROUND:

In 2012, the City Commission considered, but did not adopt, an ordinance regulating door to door solicitations. A City Commissioner has asked that this subject be revisited. There is a Florida Statute (FS501.022) that requires a "Home Solicitation Permit" to be issued by the County Clerk's office for home solicitations everywhere in Florida.

The State Statute required permit is quite elaborate in that it requires fingerprinting and background check before a permit is issued. Attached is a copy of the relevant Florida Statutes and a draft ordinance making failure to have a county issued permit an ordinance violation in Deltona.

Captain Erik Eagan has now informed the City that the State Statute is not prosecuted by the County, but violations are referred to the State Attorney's Office.

COST:

N/A

SOURCE OF FUNDS:

N/A

ORIGINATING DEPARTMENT:

Legal Department

STAFF RECOMMENDATION PRESENTED BY:

Becky Vose - Recommend review possibility for adoption of door to door solicitation ordinance.

POTENTIAL MOTION:

N/A

Select Year:

The 2015 Florida Statutes

<u>Title XXXIII</u>	<u>Chapter 501</u>	<u>View Entire</u>
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS	CONSUMER PROTECTION	<u>Chapter</u>

501.021 Home solicitation sale; definitions.—As used in ss. [501.021-501.055](#):

(1) “Home solicitation sale” means a sale, lease, or rental of consumer goods or services with a purchase price in excess of \$25 which includes all interest, service charges, finance charges, postage, freight, insurance, and service or handling charges, whether under single or multiple contracts, made pursuant to an installment contract, a loan agreement, other evidence of indebtedness, or a cash transaction or other consumer credit transaction, in which:

(a) The seller or a person acting for him or her engages in a personal solicitation of the sale, lease, or rental at a place other than at the seller’s fixed location business establishment where goods or services are offered or exhibited for sale, lease, or rental, and

(b) The buyer’s agreement or offer to purchase is given to the seller and the sale, lease, or rental is consummated at a place other than at the seller’s fixed location business establishment,

including a transaction unsolicited by the consumer and consummated by telephone and without any other contact between the buyer and the seller or its representative prior to delivery of the goods or performance of the services. It does not include a sale, lease, or rental made at any fair or similar commercial exhibit or a sale, lease, or rental that results from a request for specific goods or services by the purchaser or lessee or a sale made by a motor vehicle dealer licensed under s. [320.27](#) which occurs at a location or facility open to the general public or to a designated group.

(2) “Business day” means any calendar day except Sunday or a federal holiday.

(3) “Future delivery” means delivery more than 3 business days after the buyer signs an agreement or offer to purchase.

History.—ss. 1, 4, ch. 70-363; s. 1, ch. 71-65; s. 1, ch. 77-350; s. 1, ch. 86-144; s. 1, ch. 87-344; s. 610, ch. 97-103; s. 10, ch. 97-250.

Select Year:

The 2015 Florida Statutes

<u>Title XXXIII</u>	<u>Chapter 501</u>	<u>View Entire</u>
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS	CONSUMER PROTECTION	<u>Chapter</u>

501.022 Home solicitation sale; permit required.--

(1)(a) It is unlawful for any person to conduct any home solicitation sale, as defined in s. [501.021](#), or to supervise excluded minors conducting such sales provided in subparagraph (b)5., in this state without first obtaining a valid home solicitation sale permit as provided in this section.

(b) The following are excluded from the operation of this section:

1. Bona fide agents, business representatives, or salespersons making calls or soliciting orders at the usual place of business of a customer regarding products or services for use in connection with the customer's business.

2. Solicitors, salespersons, or agents making a call or business visit upon the express invitation, oral or written, of an inhabitant of the premises or her or his agent.

3. Telephone solicitors, salespersons, or agents making calls which involve transactions that are unsolicited by the consumer and consummated by telephone and without any other contact between the buyer and the seller or its representative prior to delivery of the goods or performance of the services.

4. Solicitors, salespersons, or agents conducting a sale, lease, or rental of consumer goods or services by sample, catalog, or brochure for future delivery.

5. Minors, as defined in s. [1.01\(13\)](#), conducting home solicitation sales under the supervision of an adult supervisor who holds a valid home solicitation sale permit. Minors excluded from operation of this section must, however, carry personal identification which includes their full name, date of birth, residence address, and employer and the name and permit number of their adult supervisor.

6. Those sellers or their representatives that are currently regulated as to the sale of goods and services by chapter 475 or chapter 497.

7. Solicitors, salespersons, or agents making calls or soliciting orders on behalf of a religious, charitable, scientific, educational, or veterans' institution or organization holding a sales tax exemption certificate under s. [212.08\(7\)](#).

(2) Applicants for permits shall file sworn applications in writing with the clerk of the circuit court for the county in which applicants intend to conduct home solicitation sales. The clerk of the circuit court for the county is authorized to impose a reasonable permit fee sufficient to offset the administrative costs associated with the permitting procedure. Each application shall be on a form as required by the clerk of the circuit court for the county receiving the application, but shall contain the following as a minimum:

- (a) Full name of applicant.
- (b) Date of birth of applicant.
- (c) Race and sex of applicant.
- (d) Permanent residence address of applicant.

- (e) Local residence address of applicant.
- (f) Name and address of applicant's employer.
- (g) Two recent color photographs of applicant.
- (h) A statement as to whether or not the applicant has been convicted of or has pleaded guilty or nolo contendere to any crime, the nature of the offense, and the punishment or penalty assessed therefor.

(i) A complete set of fingerprints taken by an authorized law enforcement agency.

(3) Upon receipt of a sworn application for a home solicitation sale permit, the clerk of the circuit court for the county shall submit the fingerprints to the Department of Law Enforcement for state processing and a copy of the application to the sheriff for a local criminal background investigation. Both the Department of Law Enforcement and the sheriff shall report any criminal justice information to the clerk of the circuit court for the county within 60 days after receipt of the fingerprints and copy of application.

(4) A clerk of the circuit court for the county may revoke, suspend, or deny the issuance of any home solicitation sale permit if it is determined that an applicant or permitholder has:

(a) Been convicted of, or entered a plea of guilty or nolo contendere to, a crime against the laws of this state or any other state or the United States, involving moral turpitude, fraudulent or dishonest dealing, or the illegal use or sale of a controlled substance, or been convicted of, or entered a plea of guilty or nolo contendere to, a violation of any of the provisions of ss. 501.021-501.055.

(b) Has obtained a permit by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required permit application.

(c) Has failed to obtain required county or municipal occupational licenses.

(d) Has failed in any material respect to comply with the provisions of ss. 501.021-501.055.

(5) Whenever any person, after applying for or receiving a home solicitation sale permit, moves from the address named in such application or in the permit issued to her or him or when the name of a permitholder is changed by marriage or otherwise, such person shall within 15 days thereafter notify the issuing clerk of the circuit court for the county in writing of her or his old and new addresses or of which former and new names and of the number of her or his permit.

(6) The issuing clerk of the circuit court for the county shall notify each applicant or permitholder of a decision to deny, suspend, or revoke a permit by certified mail sent to any one of the last addresses submitted by the applicant or permitholder.

(7) If the investigation provided for in subsection (3) reveals no grounds for denial of a home solicitation sale permit, the clerk of the circuit court for the county shall issue a home solicitation sale permit in the form of a laminated identification card which shall bear the photograph of the permitholder; the permitholder's full name, date of birth, race, and sex; the name and address of the permitholder's employer or the statement "self-employed"; the signature of the permitholder; a permit number; an expiration date; and a telephone number of the issuing clerk's office which consumers may call to verify the validity of the permit. A permit issued hereunder shall be valid for a period of 1 year from the date of issuance unless earlier revoked as provided for in this section.

(8) Every permitholder shall carry the permit and certificate required by this section at all times while engaged in home solicitation sales and shall display the same to all prospective buyers before initiating the solicitation of a sale, lease, or rental.

History.—s. 2, ch. 86-144; s. 2, ch. 87-344; s. 113, ch. 93-399; s. 611, ch. 97-103; s. 11, ch. 97-250; s. 44, ch. 2000-154; s. 145, ch. 2004-301; s. 138, ch. 2008-4.

ORDINANCE NO. 06 – 2016

AN ORDINANCE OF THE CITY OF DELTONA, FLORIDA, AMENDING CHAPTER 22, “BUSINESSES”, BY CREATING A NEW ARTICLE IX, “HOME SOLICITATION SALES,” OF THE DELTONA CODE OF ORDINANCES, REQUIRING A HOME SOLICITATION SALE PERMIT UNDER F.S. 501.022; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

SECTION 1. Chapter 22, “Businesses” of the Code of Ordinances of the City of Deltona is hereby amended by the addition of a new Article IX, “Home Solicitation Sales” to read as follows:

ARTICLE IX. - HOME SOLICITATION SALES

Sec. 22-245. – Definition

“Home solicitation sale” means a sale, lease, or rental of consumer goods or services with a purchase price in excess of \$25 which includes all interest, service charges, finance charges, postage, freight, insurance, and service or handling charges, whether under single or multiple contracts, made pursuant to an installment contract, a loan agreement, other evidence of indebtedness, or a cash transaction or other consumer credit transaction, in which:

- (a) The seller or a person acting for him or her engages in a personal solicitation of the sale, lease, or rental at a place other than at the seller’s fixed location business establishment where goods or services are offered or exhibited for sale, lease, or rental, and
- (b) The buyer’s agreement or offer to purchase is given to the seller and the sale, lease, or rental is consummated at a place other than at the seller’s fixed location business establishment,

including a transaction unsolicited by the consumer and consummated by telephone and without any other contact between the buyer and the seller or its representative prior to delivery of the goods or performance of the services. It does not include a sale, lease, or rental made at any fair or similar commercial exhibit or a sale, lease, or rental that results from a request for specific goods or services by the purchaser or lessee or a sale made by a motor vehicle dealer licensed under Florida Statutes, Section 320.27 which occurs at a location or facility open to the general public or to a designated group.

Sec. 22-246. – Home Solicitation Permit Required

It shall be unlawful for any person to conduct any home solicitation sale or to supervise excluded minors conducting such sales in the City of Deltona without having a current and validly issued Home Solicitation Permit issued by the Clerk of Court of Volusia County pursuant to Florida Statutes, Section 501.022. The exclusions under Florida Statutes, Section 501.022 shall be exclusions under this ordinance.

Sec. 22-247. - Penalties

Any person who violates this Article, or who violates the provisions of Florida Statutes, Section 501.021, et seq. in the City of Deltona, shall be punished by a fine not exceeding \$500.00 or imprisonment for a term not exceeding sixty (60) days, or by both such fine and imprisonment in the discretion of the court. If committed in the presence of a law enforcement officer, any act declared unlawful in this Article shall be considered to be an arrestable offense. Alternatively, this Article may be enforced through the City’s Special Magistrate as an ordinance violation with a penalty of \$250 for the first offense, and \$500 for the second and subsequent offenses.

SECTION 2. CONFLICTS. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 3. CODIFICATION. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Deltona. The sections of this Ordinance may be renumbered or relettered to accomplish such intention.

SECTION 4. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2016.

FIRST READING: _____

ADVERTISED: _____

SECOND READING: _____

JOHN C. MASIARCZYK SR., MAYOR

ATTEST:

JOYCE RAFTERY, CITY CLERK

Approved as to form and legality for use
and reliance by the City of Deltona, Florida

GRETCHEN R. H. VOSE, CITY ATTORNEY