
Sec. 54-121. Roll-off waste contractors franchise agreements.

- (a) *Purpose.* The purpose of this section is to establish a competitively neutral policy for usage of public rights-of-way for the provision of roll-off waste service and enable the city to:
- (1) Permit nondiscriminatory access to the public rights-of-way for contractors of roll-off waste services;
 - (2) Manage the public rights-of-way in order to minimize the impact and cost to the citizens of the placement of roll-off containers within the rights-of-way;
 - (3) Obtain fair and reasonable compensation for the commercial use of public rights-of-way through collection of franchise fees;
 - (4) Promote competition among roll-off waste contractors; and
 - (5) Minimize the congestion, inconveniences, visual impact and other adverse effects on the city's public rights-of-way.

- (b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Applicant means any person that files an application with the city under this section in order to obtain the necessary permission to use the public rights-of-way to provide roll-off waste services within the city.

City requirements means all laws, rules, regulations, policies and directives of general application of the city in effect at present or to be adopted in the future by the city.

Commercial establishment means any structure used or constructed for use for business operations. For purposes of this section, hotels and motels are commercial establishments. The term "commercial establishment" shall not include any residential unit, duplex or multifamily residential property.

Construction and demolition debris means any nonhazardous material generally considered not to be water-soluble, including, but not limited to, steel, concrete, glass, brick, asphalt roofing material from a construction demolition project, and including rocks, soil, tree remains, trees and other vegetative matter which normally results from land clearing or land development operations for a construction project.

Franchise means granting the right to provide roll-off waste contracting services within the city limits, and establishing licensing and franchise fees for such right.

Franchisee means the named person who obtains a franchise from the city pursuant to this section.

Franchise non-exclusive means any franchise granted by this section is non-exclusive, and the city reserves the right to award additional franchises or utilize other solid waste and multifamily recycling collection programs.

Gross revenue or gross receipts means all revenue received by the franchisee on roll-off waste services provided within the jurisdictional limits of the city. The term "gross receipts" means all of the fees collected by the franchisee, reported as revenue items to franchisee audited income statements arising from providing roll-off waste services and/or collection, removal and disposal within the city.

Landscape debris means any vegetative matter that normally results from land clearing or land development, including, but not limited to, soil, rocks, tree remains and trees.

Law means any or all duly-enacted and applicable federal, state and local laws, ordinances, codes, rules, regulations and orders.

Public rights-of-way means the surface, the air space above the surface, and the area below the surface of any public street, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, swale, easement or similar property over which the city holds any property interest or exercises any rights of management or control.

Recovered materials facility means any facility registered with the state to accept recovered materials pursuant to F.S. § 403.7046.

Roll-off container means an open container approved for use by the city manager or designee, with a minimum capacity of ten cubic yards, used for the purpose of removing construction material, metal, lumber and other materials, large quantities of trash and bulky waste or landscape debris.

Roll-off contractor means a private waste contractor permitted by the city, who uses roll-off containers for the collection, transporting and disposal of construction debris and large quantities of bulky waste or landscape debris which results from a residential or commercial construction or renovation project prior to certificate of occupancy, including materials that are recycled.

(c) *Franchise required.*

- (1) A franchise from the city is required to remove, collect and transport for disposal from any residential, multifamily, commercial construction or renovation project any waste over the streets or public rights-of-way within the incorporated area of the city, which operation shall not commence without first applying for and receiving the appropriate roll-off waste franchise from the city to carry on such business.
- (2) The use of public rights-of-way to provide services not covered by this section is subject to all other applicable city requirements.
- (3) The franchise required by this section shall be in addition to other permits, registration or occupational license that may be required by city, federal, state or local law. Placement of company equipment on any city rights-of-way is subject to prior city approval.
- (4) Notwithstanding any provision to the contrary in this section, those contractors wishing to provide roll-off waste services as defined must obtain a franchise agreement from the city pursuant to this section.

(d) *Rights granted by franchise.*

- (1) It shall be unlawful for any person to remove, collect and transport for disposal from any residential, multifamily or commercial construction or renovation project any waste over the streets or public rights-of-way within the incorporated area of the city without first applying for and receiving the appropriate roll-off waste franchise from the city to carry on such business.
- (2) Subject to all existing permitting processes, the franchisee is authorized to provide roll-off waste services upon any and all of the public rights-of-way, streets, alleys, easements and other public places in the city, within the present limits of the city, or in such territory as may be hereinafter added to, consolidated or annexed to the city.
- (3) Any franchise granted under this section shall be non-exclusive, and the city reserves the right to award additional franchises or utilize other solid waste and multifamily recycling collection programs, or effect city's right to authorize use of public rights-of-way for other lawful purposes to other persons as it determines appropriate.
- (4) This franchise authorizes the provider to use the public rights-of-way to provide roll-off waste services only. Use of the public rights-of-way for any other purpose requires separate authorization.

(e) *Application required.*

- (1) Any person proposing to provide roll-off services using the public rights-of-way shall submit an application to the city manager or designee. The application shall be made in a form and in such manner as prescribed by the city.
- (2) The city manager or designee shall have the duty to review applications submitted under this section and administer the provisions of this section regarding the granting or denial of a roll-off waste service

franchise to applicants. The city manager or his or her designee shall issue roll-off waste service franchises under this section.

(f) *Application information.*

- (1) No person may engage in the business of providing roll-off waste services originating from the city without first obtaining a franchise pursuant to this section. In addition, the hauler must first have obtained all state and county registration and licensing in accordance with the provisions of this section unless otherwise authorized by law. An application for the grant of any initial franchise may be filed within 30 days of the passage of this section upon the terms and conditions set forth herein with the city and further provided that the city shall be paid retroactively to the date of the passage of the ordinance from which this section is derived. To be acceptable for filing, an original ~~and two copies~~ of the application must be submitted and be accompanied by the required application filing fee as set forth in this section, and shall contain all required information.
- (2) Each application for an initial grant, or the renewal or transfer of a franchise shall be on a form prescribed by the city and shall be accompanied by a fee in such amount as shall be established in section 1-8.
- (3) Each application for an initial grant or the renewal or transfer of franchise shall set forth all information necessary for approval, including the following:
 - a. Name and address of the applicant and identification of the ownership and control of the applicant;
 - b. An indication of whether the applicant, or any person controlling the applicant, or any officer, director or person with ten percent or more ownership interest in the applicant, has been adjudged bankrupt, had a franchise or license revoked, or been found by any court or administrative agency to have violated a security or anti-trust court law, or have committed a felony, or any crime involving moral turpitude; and, if so, identification of any such person and a full explanation of the circumstances. All applicants must submit a public entity crime form in accordance with F.S. § 287.133(3)(a);
 - c. A demonstration of the applicant's technical, legal and financial ability to operate the proposed roll-off waste service franchise including identification of key personnel;
 - d. A description of the applicant's prior experience in providing roll-off waste service, and identification of communities in which the applicant has, or has had, a roll-off waste service franchise or license or any interest therein;
 - e. Identification of the area of the city to be served if less than the entire city boundaries;
 - f. Any other information as may be reasonably necessary to demonstrate compliance with the requirements of this section and information that the city may request of the applicant that is relevant to the city's consideration of the application;
 - g. An affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information in the application, acknowledging the enforceability of application commitments and certifying that the application meets all federal, state and local law requirements.
- (4) There shall be a filing fee for each application as follows:
 - a. Each application for renewal or approval of a transfer of a franchise shall comply with the requirements of this section. To be acceptable for filing, an application shall be accompanied by a filing fee in the amount established in section 1-8.

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- b. The purpose of the filing fee is to defray a portion of the city's cost in processing an application. The filing fee is, therefore, intended to be a charge incidental to the awarding or enforcing of a franchise.
- (5) The completed application shall be submitted to the city. Upon receipt of a completed application, the city manager or designated representative shall review said application and, if satisfactory in all respects, and after payment of the required application fee and license fee, shall issue the franchise. The city may grant an initial or renewal franchise for a period not to exceed one year to serve all or a specified area of the city. In evaluating an application for a franchise, the city may consider, among other things, the applicant's technical, financial and legal qualifications to operate the proposed roll-off waste service. The city may hold a public hearing to consider an application. The applicant shall be notified of the hearing and shall be given an opportunity to be heard.
- (6) Within 30 calendar days after the awarding of the franchise as stated above, the contractor shall ~~file with the city manager its written acceptance of the franchise, together with the insurance policy and documents required by this section and the franchise~~ execute a franchise agreement and all other required documents.
- (7) All material statements and declarations made in the application shall be incorporated as conditions of the franchise. Such acceptance and agreement shall be in form and content satisfactory to and approved by the city attorney.
- (g) *Term of franchise.* Franchises awarded pursuant to the provisions of this section shall expire one year from the date of issuance.
- (h) *Franchise renewal.* A franchise may be renewed from year to year by the city manager or designated representative. Any such renewal will be subject to the same terms and conditions applicable to issuance of the original franchise, including the application fee.
- (i) *Franchise revocation.*
- (1) In the event of a violation of any of the terms, conditions or provisions of this section, the city manager or designated representative shall issue to the franchisee a written notice specifying the violations. Each franchisee, by virtue of the franchise assigned, is deemed to be aware of the commitments and obligation set forth in this section and, upon the issuance of a franchise, has covenanted and agreed to same before the city commission upon the approval of such franchise. Any violation of an imposition, term or condition set for herein shall be deemed to be a basis for revocation thereunder. In addition, it is the responsibility of the franchisee to notify the city of any threatened or actual violation of any other regulatory agency or board, whether federal, state or county, or any administrative agency thereto. The failure to notify the city of any threatened or actual violation would then constitute a default under the terms of this section.
- (2) The franchisee shall have three calendar days from receipt of any notice to correct the violation or to provide a cure to the same. In the event the city manager's office determines that the franchisee has not corrected the violation or does not adhere to the terms, conditions and provisions of this section, the city manager's office may void and terminate the franchise. Any decision of the city manager's office may be appealed to the city commission as provided for in subsection (bb) of this section.
- (j) *Franchise fee; franchise requirements.*
- (1) Upon the granting of franchise by the city, the franchisee shall pay a franchise fee as set forth hereinafter, as compensation for the privilege granted under a franchise for the use of city streets, roads, alleys, and thoroughfares to operate and provide roll-off waste service in the city.
- a. The franchise fee shall be paid in monthly installments by the 25th of each month representing gross receipts collected the previous month of all such accounts.

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- b. A franchisee will be required to provide the city with a current list of the names and addresses of each account upon initial application and capacity of each roll-off container or construction dumpster as per account and the address serviced by each roll-off or construction dumpster.
- c. The franchisee shall deliver to the finance director a true and correct monthly report of gross receipts generated during the previous month from accounts within the city. This detailed monthly report shall include the customer names, service addresses, account numbers, and the actual amounts collected from each customer. Payment of such fee shall be made monthly to the finance director. The franchise fee payment is not a payment in lieu of any other tax, fee or assessment.
- (2) In the event that a franchise fee payment is not received by the city on or before the due date set forth in subsection (j)(1)a of this section, or is underpaid, the franchisee ~~will~~ may be charged interest from the due date, at a rate of 1½ percent for each month, or part thereof, of the amount of the unpaid or underpaid franchise fee payment, including previous interest charges or the maximum amount allowed under state law, whichever is greater.
- (k) *Audits; review, inspection of books, records, systems.*
- (1) The franchisee shall allow the city auditors at any reasonable time after 30 days' written notice, to audit, inspect and examine the franchisee's fiscal books and records and state and federal tax returns, insofar as they relate to the city accounts, to confirm the franchisee's compliance with this section. This information shall include, but not be limited to, the following: billing rates, billing amounts and accounts receivable. The franchisee shall maintain its records in such a manner as to clearly distinguish between revenues derived from operations in the city and such revenues derived from operations in other jurisdictions. Additionally, city auditors may communicate directly with customers of the franchisee for the purpose of confirming compliance with this section. In the event the reports are not made available within the city, the franchisee shall reimburse the city for the reasonable travel expense of the city representative resulting from said representative's travel to the location where the reports are maintained. The city shall maintain all books, records, accounts and other documentation of the franchisee in the strictest confidence to the extent allowed under the Public Records Act (F.S. ch. 119) and other applicable state laws.
- (2) The franchisee shall keep complete and accurate books of accounts and records of business and operations, in accordance with generally accepted accounting principles, for a period of two years.
- (l) *Annual reports.* Within six months of the close of its fiscal year, the franchisee shall file an annual report to the city manager that includes the following information:
- (1) A report of revenues that shall be specific as to the extent of operations in the city and shall be of sufficient scope to allow independent ascertainment of franchisee compliance with the franchise fee requirements of this section. All reports shall be prepared in accordance with generally accepted accounting principles (GAAP).
- (2) The full legal name of the franchisee as of that date.
- (m) *Transfers, sale, assignment.* A franchise shall not be sold, leased, assigned or otherwise transferred without prior approval of the city, which approval shall not be unreasonably withheld. In the event of any change in ownership and/or name of the corporation or partnership, formal notification shall be given to the city manager within 30 days thereof. Upon any sale, a new franchise license must be applied for and shall be obtained from the city and shall be subject to the application requirements of this section.
- (n) *Other agreements, permits, fees, license requirements.*
- (1) The city shall not be required to assume any responsibility for the securing of any other right-of-way, easements, or rights that may be required by the franchisee for the placement of roll-off containers,

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- nor shall the city be responsible for securing any permits or agreements with other persons or utilities. In addition, the franchisee shall not be exempt from the payment of any other license fee, permit fee, occupational license fees, tax or charge on the business, occupation, property, activity, or income of the franchisee that may be imposed by local, state or federal law, to the extent allowed by state law or any assessments for special benefits.
- (2) At no time shall the granting of a non-exclusive franchise under this section be construed by the franchisee as a warranty to cause a safety hazard or obstruction of any city rights-of-way, sidewalks, alleys, streets or walkways.
- (o) *City's right to regulate use of streets not abrogated.* Nothing in this section shall be construed as a surrender by the city of its rights or power to pass ordinances regulating the use of its streets in accordance with city police powers or property rights.
- (p) *Disposal requirements.* Any and all roll-off waste collected by a franchisee within the city shall be disposed of only at the solid waste disposal or recovered materials facilities provided, operated and designated or approved by the county department of solid waste management or county department of environmental resource management, and at no other location or facility.
- (q) *Protection of city property.*
- (1) In the event the placement of roll-off containers of the franchisee require the obstruction of city-owned, metered parking spaces, the franchisee shall pay a fee to the city as prescribed in any existing or subsequently enacted city ordinance.
- (2) The franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its services herein in as good or better condition as it was before being damaged or altered.
- (3) In the event a tropical storm or hurricane warning is issued by the National Weather Service for the Coral Gables area, or Miami-Dade County, or upon request of the city manager or designee, the franchisee shall empty, remove, or otherwise secure all roll-off containers to prevent displacement by storm conditions within twenty-four (24) hours of the issuance of the notification issued by the National Weather Service or the city. In the event the roll-off containers are not properly emptied, removed, or secured as set forth herein, the city shall assess a fee to the franchisee of Five Hundred Dollars (\$500.00) per roll-off container, per day, for each day the violation continues. In addition, if the violation continues, the city may empty, remove, or otherwise secure the roll-off containers at franchisee's expense. The franchisee shall be responsible for reimbursing the city within thirty (30) days of receipt of invoice for the actual cost of performing such actions as stated above.
- (4) If the city determines that the franchisee is in violation of Section 54-121(q)(3), the city may, in its sole discretion, decline to renew the applicable franchise agreement until franchisee has fully cured the violation(s) and is in full compliance with the requirements as set forth herein.
- (r) *Collection hours.* Delivery or collection of roll-off containers shall be made in residential areas no earlier than 7:30 a.m. and no later than 6:00 p.m. (or as otherwise prescribed by the city) with no service on Sunday, except in times of emergency or to maintain schedules due to holidays. Changes to these hours must be approved by the city manager or designee.
- (s) *Spillage, litter.* The franchisee shall not litter premises in the process of making collection, but shall not be required to collect any waste material that has not been placed in approved waste containers or in a manner herein approved. During hauling, all waste shall be contained, tied or enclosed so that spilling and blowing are prevented. In the event of spillage by the franchisee, the franchisee shall promptly clean up the litter.

(t) *Insurance requirements.*

- (1) The franchisee shall provide, pay for and maintain insurance coverage throughout the term of its franchise, and with companies duly authorized to do business in the state and having a financial rating in Best's Insurance Guide of A+ or better. The insurance coverage obtained by the franchisee shall be approved by the risk management division. All liability policies shall provide that the city is an additionally insured as to the operations under this franchise and provide the severability of interest provision. The required coverage must be evidenced by properly executed certificates of insurance. The certificates must be manually signed by the authorized representative of the insured franchisee. Thirty days' advance written notice by registered or certified mail must be given to the city of any cancellation, intent not to renew, or reduction in the policy coverage, which notice shall be sent to the city manager.
- (2) The limits of coverage of insurance required shall not be less than the following:
 - a. Workers' compensation and employer's liability insurance as required by Florida Statutes.
 - b. Comprehensive general bodily injury and property damage: \$500,000.00 combined single limit each occurrence.
 - c. Automobile liability bodily injury and property damage: \$1,000,000.00 combined single limit each accident covering all owned, non-owned, and hired vehicles.
- (3) Upon 30 days' notice, the insurance coverage and policy requirements may be changed and increased from time to time at the discretion of the city commission to reflect changing liability exposure and limits.
- (4) An insurance certificate shall contain the following required provisions:
 - a. Name of the city and its officers, employees, board members and elected representatives as additional insured for all applicable coverage;
 - b. Provide for 30 days' notice to the city for cancellation, nonrenewal or material change;
 - c. Provide that notice of claims shall be provided to the city manager by certified mail; and
 - d. Provide that the terms of the municipal franchise which impose obligations on the provider concerning liability, duty, and standard of care, including the indemnity sections, are included in the policy and that the risks are insured within the policy term and conditions.
- (5) The insurance requirements may be met by evidence of participation in a bona fide self-insurance program that is established and regulated by a governmental entity.
- (6) A contractor shall file and maintain proof of insurance with the risk management division during the term of a municipal franchise. An insurance certificate is required to be changed to reflect changing liability limits. A contractor shall immediately advise the city of actual or potential litigation that may develop that would affect insurance coverage related to a municipal franchise.
- (7) An insurer has no right of recovery against the city. The required insurance policies shall protect the contractor and the city. The insurance shall be primary coverage for losses covered by the policies.
- (8) The policy clause "other insurance" shall not apply to the city where the city is an insured under the policy.
- (9) The contractor shall pay premiums and assessments. A company that issues an insurance policy has no recourse against the city for payment of a premium or assessment, and the same shall be the sole responsibility of the franchisee. Insurance policies obtained by a contractor must provide that the issuing company waives all right of recovery by way of subrogation against the city in connection with damage covered by the policy.

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- (10) The franchisee shall provide proof to the city of compliance with this section no later than 30 days from the date of approval of the franchise application. Failure to provide the city with proof of insurance within the prescribed time period will render the franchise agreement null and void without further action by the city.
- (u) *Indemnity.*
- (1) The franchisee shall, at its sole cost and expense, indemnify, hold and defend the city and its officers, directors, agents, servants, employees, successors, and assigns harmless from and against any and all claims, suits, actions, damages and causes of action for personal injury, death or property damage, any other losses, attorney's fees, witness fees, court costs and the reasonable value of any services rendered by any officer or employee of the city, and any orders, judgments or decrees which may be entered which arise, or are alleged to have arisen out of, in connection with or attributable to, the franchisee's maintenance or operation of its roll-off waste service or business excepting only those claims resulting from gross negligence of the city. The franchisee shall undertake at its own expense the defense of any actions which may be brought against the city for damages, injunctive relief or for any other cause of action arising, or alleged to have arisen out of, in connection with or attributable to the foregoing and, in the event any final judgment therein should be rendered against the city resulting from the foregoing, the franchisee shall promptly pay the final judgment together with all costs relating thereto; the franchisee being allowed, however, an appeal to the appropriate court from the judgment rendered in any such suit or action upon the filing of such superseding as bond as shall be required to prevent levy or judgment against the city during such appeals.
- (2) Nothing in this section shall prohibit the city from participating in the defense of any litigation by its own counsel and obtaining indemnification of the reasonable costs associated therewith if in the reasonable belief of the city, there exists or may exist a conflict, potential conflict or appearance of a conflict.
- (3) The city manager or designee shall give prompt written notice to a franchisee of any claim for which the city seeks indemnification. The franchisee shall have the right to investigate, defend and compromise these claims subject to prior city approval. Failure of the city to provide written notice shall not waive the requirement of subsection (u)(1) of this section.
- (v) *Annexation; de-annexation.* Within 30 days following the date of passage of any action affecting any de-annexation or annexation, the city manager's office shall notify the franchisees of this action by furnishing to the contractors maps of the affected area, showing the new boundaries of the city.
- (w) *Compliance with state and federal laws.* Notwithstanding any other provisions of this franchise to the contrary, the franchisee shall at all times comply with all local, state and federal laws. The franchise shall at all times during the life of the franchise be subject to all lawful exercise of the police power by the city and to such regulations as the city subsequently enacts.
- (x) *Failure to enforce franchise.* The franchisee shall not be excused from complying with any of the terms and conditions of this section by any failure of the city, upon any one or more occasions, to require franchisee performance or compliance with any one or more of such terms or conditions.
- (y) *Authority of city manager.*
- (1) The city manager or his or her designee shall have the responsibility for overseeing the day-to-day administration of this section and the authorizations granted hereunder. The city manager shall be empowered to take all administrative actions on behalf of the city, including adopting forms for application and reporting and other administrative procedures as necessary.
- (2) The city manager or his or her designee shall exercise jurisdiction and have the power and authority to supervise each roll-off waste company as defined herein, in accordance with the standards set by the provisions of this section.

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- (3) The city manager or designee may administer oaths, certify to official acts and issue subpoenas through the city clerk, thereby compelling the attendance of witnesses and the production of papers, account books, contracts, documents and other records, data or information, when necessary, convenient, or appropriate in the discharge of the duties of the office.
- (4) The city manager or his or her designee shall have the authority to initiate legal actions in the name of the city through the city attorney, seeking declaratory judgment, presented to the city commission. Nothing contained herein shall preclude the city commission from seeking additional information prior to rendering a final decision. The decision of the city commission shall be by resolution, and a copy of the decision shall be forwarded to the city manager and the appearing party.
- (z) *Enforcement; settlement authority; notice, cure provisions.*
- (1) Any of the following shall constitute an event of default under a franchise granted under this section:
- a. Any breach of any provision of a franchise requiring the franchisee to make any payments to the city;
 - b. Any substantial breach by the franchisee of a material provision of a franchise;
 - c. Any failure by the franchisee to comply with any of the provisions, terms, or conditions of this section, or with any rules, regulations, orders or other directives of the city; or
 - d. Any act or omission of the franchisee which is not in compliance with any of the provisions of a franchise granted under this section.
- (2) The city shall notify the franchisee in writing of any event of default. The notice shall specify the alleged breaches with reasonable particularity and shall provide the franchisee with 30 days to cure such default. The franchisee shall either:
- a. Cure such breach within the 30-day-period (or such longer period of time as the city may specify or agree to); or
 - b. In a written response submitted to the city within the ten days after notice of default, present facts and arguments in refutation or excuse of such alleged default. The submission of such response shall toll the running of the cure period. If, after the franchisee makes a response to the city, the city determines that a breach under the license or this section has occurred, the franchisee shall cure such breach within the balance of the time period to cure that remained when the submission was made.
- (3) If the franchisee fails to cure the breach within the applicable cure period, or fails to submit a response to the city as provided above, the event of default shall be deemed to have occurred. Notwithstanding the foregoing, no event of default shall exist if a breach is curable but the work to be performed, acts to be done, or conditions to be removed, cannot, by their nature, reasonably be performed, done or removed within the cure period, provided that the franchisee shall have commenced curing the same and shall diligently and continuously pursue the same promptly to completion.
- (aa) *Further remedies.* In addition to or instead of any other remedy, the city may seek legal or equitable relief from any court of competent jurisdiction.
- (bb) *Appeal.*
- (1) All decisions of the city manager may be appealed within 30 days by filing a written notice of appeal with the city commission and providing copies to the city manager, city attorney and city clerk. The notice of appeal shall state the decision that is being appealed, the grounds for the appeal, and a brief summary of the relief that is sought and be accompanied by a nonrefundable fee, to be established by administrative order of the city manager. The city manager or designee shall notify any party who has filed a written request for such notification of the date when the matter will be presented to the city

commission. Nothing contained herein shall preclude the city commission from seeking additional information prior to rendering a final decision. The decision of the city commission shall be by resolution and a copy of the decision shall be forwarded to the city manager and the appealing party.

- (2) Within the time prescribed by the appropriate Florida Rules of Appellate Procedure, a party aggrieved by a decision of the city commission may appeal an adverse decision to the circuit court in and for the county. The party making the appeal shall be required to pay to the city clerk a fee, to be established by administrative order of the city manager, to defray the costs of preparing the record on appeal. Said fee shall be effective upon approval by the commission.
- (cc) *Civil violations.* It shall be unlawful to violate any provision of this section, and each date a violation of this section occurs constitutes a separate and distinct offense and shall be fined as provided in section 1-7.
- (dd) *Rights reserved.* The city reserves the right to adopt ordinances regulating the services provided hereunder.
- (ee) *Franchise non-exclusive.* Any franchise granted by this section is non-exclusive, and the city reserves the right to award additional franchises or utilize other solid waste and recycling programs.
- (Code 1991, § 21-31; Code 2006, § 54-117(a)—(p), (r)—(ff); Ord. No. 3339, § 1, 9-23-1998)