

## **RESOLUTION 03-01-26**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING AN APPLICATION PROCESS AND MINIMUM STANDARDS FOR AUTHORIZING NONEXCLUSIVE FRANCHISES FOR COMPACTOR COLLECTION SERVICES WITHIN THE TOWN, PROVIDING FOR FEES, REPORTING, COMPLIANCE, AND REVOCATION PROCEDURES, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida, is a municipal corporation of the State of Florida and possesses home rule powers under the Florida Constitution and Chapter 166, Florida Statutes, including the authority to protect the public health, safety, and welfare and to manage the use of Town streets and public rights of way; and

**WHEREAS**, the Town Commission finds that compactor collection services conducted within the Town should be regulated through a nonexclusive franchise process to promote accountability, public safety, neighborhood compatibility, and service reliability; and

**WHEREAS**, the Town Commission desires to establish precise minimum requirements and an application process under which qualified providers may be authorized to offer compactor collection services within the Town, subject to compliance with Town requirements and applicable law,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:**

#### **SECTION 1. Findings, purpose, and authority.**

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. This resolution is intended to establish a standardized process for reviewing and authorizing nonexclusive compactor collection franchises and to establish minimum operating standards applicable to franchisees while operating within the Town.
3. Nothing herein grants an exclusive right. The Town reserves the right to grant additional non-exclusive franchises, to provide service itself, or to modify its program by future Town Commission action, subject to applicable law and the terms of any executed franchise agreement.

#### **SECTION 2. Definitions.**

For purposes of this resolution, the following terms have the meanings set forth below.

1. **Compactor collection services** means the commercial collection and transportation of solid waste from stationary compactor containers located at commercial or multifamily properties within the Town, using a compactor container and compatible hauling equipment.
2. **Disposal costs** means amounts paid by the franchisee to a lawful, permitted disposal facility, or the Solid Waste Authority of Palm Beach County, for disposal of solid waste collected within the Town, supported by disposal receipts or other documentation acceptable to the Town.
3. **Gross revenues** means all amounts billed by the franchisee for compactor collection services provided within the Town during the reporting period, excluding separately stated disposal costs and excluding amounts billed solely as a pass-through Town franchise fee, if the Town requires separate invoice disclosure.
4. **Net revenues** mean gross revenues less disposal costs, as defined above.
5. **Franchisee** means a firm, company, or corporation authorized by the Town Commission to provide compactor collection services within the Town pursuant to this resolution and an executed franchise agreement.

### **SECTION 3. Franchise required.**

1. No person or entity shall engage in the business of providing compactor collection services within the Town, including using Town streets or public rights of way in connection with such services, without first applying for and receiving a nonexclusive franchise approved by the Town Commission.
2. The nonexclusive franchise required by this resolution is in addition to any business tax receipt and other licenses otherwise required by law.
3. No franchise granted under this resolution shall be deemed property of the holder. The franchise is a revocable authorization subject to compliance with this resolution, the executed franchise agreement, and applicable law.

### **SECTION 4. Minimum operating standards.**

1. Each franchisee shall maintain an office in Palm Beach County, Florida, for receiving and processing complaints during regular business hours, and shall provide the Town copies of complaints upon request.
2. All containers used within the Town shall be clearly marked on both sides with the franchisee name, container number, tare weight, and cubic yard capacity, in letters and numerals at least two inches in height, and all equipment shall comply with applicable federal and state Department of Transportation requirements.

3. Franchisees shall perform services with as little disturbance as practicable, shall return containers to the exact location from which they were collected, and shall prevent spillage and promptly clean any spillage at no cost to the Town or customer.
4. Collection restrictions applicable under the Town code remain enforceable. For clarity, commercial collection east of the Florida East Coast Railway corridor **shall not occur before 7:00 a.m.**, as provided by Town ordinance.
5. Franchisees shall indemnify, defend, and hold harmless the Town, its officials, employees, and agents from claims and liabilities arising from the acts or omissions of the franchisee and its personnel in the performance of services within the Town, to the extent permitted by law.
6. Each franchisee shall obtain and maintain all licenses and permits required by law.
7. Subcontracting of collection operations is prohibited unless expressly authorized in writing by the Town Commission through the franchise agreement.

## **SECTION 5. Disposal.**

All solid waste collected within the Town shall be disposed of only at facilities permitted by the Florida Department of Environmental Protection and, when applicable, at facilities required by the Solid Waste Authority of Palm Beach County. Improper disposal is grounds for revocation.

## **SECTION 6. Fees and reporting.**

1. **Annual franchise fee.** Each franchisee shall pay an annual nonexclusive franchise fee of \$2,500.00, due on the next business day following Town Commission approval and annually thereafter on the same date during the term.
2. **Quarterly franchise fee.** Each franchisee shall pay the Town a quarterly compactor collection fee equal to fifteen percent (15%) of net revenues for services provided within the Town.
3. **Quarterly statement, customer list, and payment deadline.** Within 30 days after the last day of each calendar quarter, the franchisee shall deliver to the Finance Director, or designee, all of the following for the prior quarter:
  - a) A true and correct statement of gross revenues, disposal costs, and net revenues for Town accounts, certified and signed by an authorized representative of the franchisee.
  - b) Payment of the quarterly compactor collection fee.

- c) A list of all service locations within the Town, including customer name, service address, container quantity and size, collection frequency, and the rate charged.
- 4. **Audit rights.** The Town may audit franchisee records relating to Town accounts during regular business hours upon reasonable notice. Unpaid amounts accrue interest at 1.5% per month, and the franchisee is responsible for reasonable collection costs and attorneys' fees to the extent permitted by law.
- 5. **Business tax receipt condition.** Evidence of payment of all fees due under this resolution is required for renewal of any Town business tax receipt, as applicable.
- 6. **Invoice disclosure.** If the Town requires the franchise fee to be disclosed on customer invoices, the franchise agreement shall specify the required disclosure language to avoid customer confusion between a cost and a tax.

## **SECTION 7. Application and minimum qualifications.**

- 1. Franchises may be granted only after an applicant files an application on forms approved by the Town Manager or designee and provides the minimum information required by the Town.
- 2. At a minimum, the applicant shall demonstrate:
  - a) At least three years of experience providing compactor collection and disposal services.
  - b) Authorization to conduct business in the State of Florida.
  - c) At least three references, business history, equipment inventory, and financial information sufficient for the Town evaluation.
- 3. The Town may request additional information reasonably necessary to determine compliance with this resolution.

## **SECTION 8. Insurance and workers' compensation.**

- 1. Each franchisee shall maintain general liability and automobile liability insurance with limits not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate, naming the Town as an additional insured, and providing 30 days' written notice to the Town of cancellation or material change, to the extent available by endorsement.
- 2. Each franchisee shall maintain workers' compensation coverage as required by Florida law.

## **SECTION 9. Authorization to commence service.**

A franchisee may commence service only after Town Commission approval, execution of the franchise agreement, payment of the annual franchise fee, and submission of all required insurance and other compliance documentation.

## **SECTION 10. Term and renewal.**

1. The initial term of each nonexclusive franchise agreement shall be three years, commencing on the effective date stated in the franchise agreement following Town Commission approval.
2. The Town Commission may approve up to two one-year renewals upon a finding of satisfactory performance and full compliance with this resolution and the franchise agreement.

## **SECTION 11. Transfer.**

A franchise may not be assigned or transferred without prior written approval by the Town Commission. Any successor entity must apply for transfer approval within 30 days after a sale or legal transfer and must provide updated insurance and financial responsibility documentation.

## **SECTION 12. Revocation and due process.**

1. Grounds for revocation include, but are not limited to, violations of this resolution, failure to pay fees, failure to submit required reports, false statements, refusal of lawful inspection, improper disposal, repeated service complaints evidencing noncompliance, or violations of applicable law that endanger the public health, safety, or welfare.
2. Except in cases requiring immediate action to protect public health or safety, the Town shall provide written notice of the alleged violations, a reasonable opportunity to cure where cure is feasible, and notice of a public hearing before the Town Commission at which the franchisee may be heard and may present evidence.
3. Following the hearing, the Town Commission may revoke, suspend, or impose conditions on the franchise, based on competent substantial evidence in the record. It may direct enforcement in a manner consistent with the franchise agreement and applicable law.

## **SECTION 13. Effective date.**

This resolution shall take effect immediately upon adoption.

## **SECTION 14. Severability.**

If any section, sentence, clause, or provision of this resolution is held invalid, the remainder shall not be affected and shall remain in full force and effect.

## **SECTION 15. Conflicts.**

All resolutions, or parts of resolutions, in conflict herewith are repealed to the extent of such conflict.