



# CITY OF ALTAMONTE SPRINGS COMMISSION AGENDA MAY 3, 2016

7:00 P.M. REGULAR MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES OF REGULAR MEETING OF APRIL 19, 2016

INFORMAL COMMUNICATIONS FROM THE FLOOR

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1. **PUBLIC HEARING**  
**1<sup>st</sup> READING** **Ordinance 1699-16** - Granting a Commercial Solid Waste Franchise to Hubbard Construction Company d/b/a Mid-Florida Materials
2. **REQUEST FOR APPROVAL** Contract with the Florida State Babe Ruth League to host the "Florida State Babe Ruth League District Twelve Tournament for 2016"
3. **REQUEST FOR APPROVAL** Request for reduction of Code Enforcement fines for 809 Meiner Boulevard

Persons with disabilities needing assistance in participating in any of these proceedings should contact the City Clerk Department ADA Coordinator 48 hours in advance of the meeting at 407-571-8122 (Voice) or 407-571-8126 (TDD).

Persons are advised if they wish to appeal any decision made at the hearing/meetings, they will need to ensure that a verbatim record of the proceedings is made which includes the testimony evidence upon which the appeal is to be based, per Chapter 286.0105, Laws of Florida. The City of Altamonte Springs does not provide this verbatim record.



## REGULAR MEETING OF THE CITY COMMISSION

APRIL 19, 2016

Pursuant to due notice, a regular meeting of the Commission of the City of Altamonte Springs, Seminole County, was held at 225 Newburyport Avenue, in said City on April 19, 2016 at 7:00 p.m.

**PRESENT WERE:** Mayor Bates, Commissioners Batman, Hussey, and Reece

**ABSENT WERE:** Commissioner Wolfram

**ALSO PRESENT WERE:**

Frank Martz	-	City Manager
Skip Fowler	-	City Attorney
Erin O'Donnell	-	City Clerk

The meeting was called to order by Mayor Bates at 7:00 p.m.

### INVOCATION:

### PLEDGE OF ALLEGIANCE

### APPROVAL OF MINUTES

**Motion:** Moved by Commissioner Reece, seconded by Commissioner Batman, to approve the minutes of the regular Commission Meeting of April 5, 2016 as presented. Motion carried unanimously.

**INFORMAL COMMUNICATION FROM THE FLOOR:** None

- PUBLIC HEARING**  
**2<sup>nd</sup> READING** **Ordinance 1691-16** - Amending City Code to replace transportation impact fees with mobility fees

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

**Motion:** Moved by Commissioner Hussey, seconded by Commissioner Batman to pass and adopt Ordinance 1691-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Mayor Bates – yes. Motion carried 4-0.

**2. PUBLIC HEARING  
2<sup>nd</sup> READING**

**Ordinance 1692-16** – Land Development Code Amendment to repeal concurrency for transportation and establish a Mobility Management Program

Mr. Martz wanted to publicly thank the staff who have worked very hard on this. Transportation was first envisioned in the 90's and the City has taken tremendous steps forward on improving the plan.

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

**Motion:** Moved by Commissioner Batman, seconded by Commissioner Reece to pass and adopt Ordinance 1692-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Mayor Bates – yes. Motion carried 4-0.

**3. PUBLIC HEARING  
2<sup>nd</sup> READING**

**Ordinance 1695-16** - Amendment of the Police Officer's Pension Plan

No members of the public appeared before the Commission. The attorney read the title of the Ordinance into the record.

**Motion:** Moved by Commissioner Hussey, seconded by Commissioner Batman to pass and adopt Ordinance 1695-16 on second and final reading. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Mayor Bates – yes. Motion carried 4-0.

**4. PUBLIC HEARING**

**Resolution 1316** - Establishment of the Police Officer's Special Benefits Plan

No members of the public appeared before the Commission.

**Motion:** Moved by Commissioner Reece, seconded by Commissioner Batman to pass and adopt Resolution 1316. Commissioner Batman – yes; Commissioner Hussey – yes; Commissioner Reece – yes; Mayor Bates – yes. Motion carried 4-0.

**5. FINANCE ITEMS**

**A. AFIRST- Altamonte to Apopka Reclaimed Water Transmission change order numbers 1, 2, 3, and 4** - Approve change order with Aecom Technical Services, Inc. in the amount of \$187,389.00

**B. City surplus equipment and machinery**

- C. **RFP 16-018-BK- Professional Engineering Services- Potable Reuse Demonstration Pilot** – Approve RFP 16-018-BK Evaluation Committee’s Ranking, authorize staff to negotiate a contract with the top ranked firm, Carollo Engineers, Inc., and authorize the Mayor to execute the final negotiated contract.

**Motion:** Moved by Commissioner Reece, seconded by Commissioner Hussey to approve finance items A-C. Motion carried unanimously.

**INFORMAL COMMUNICATION FROM THE FLOOR:** None

**REPORTS:**

**CITY ATTORNEY-** None

**CITY CLERK-** None

**CITY MANAGER-** None

**COMMISSIONER BATMAN**

Reported that he received an invitation from Congressman John Mica to attend an art contest for High School students. He has attended this event before and it was worthwhile. The winner will have his or her artwork displayed in not only the Congressman’s office, but in a distinct Capital hallway. He commented that it must be the highlight of a student’s year. He added the contest will be held this upcoming Sunday in Hannibal Square located in Winter Park from 2:00p-4:00p. Commissioner Hussey added that he has been to this event before and it was very nice to attend.

**COMMISSIONER REECE-** None

**COMMISSIONER HUSSEY-** None

**MAYOR BATES-** None

The meeting adjourned at 7:11 p.m.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK



Meeting Date: May 3, 2016

From:

*Erin O'Donnell*

Erin O'Donnell, City Clerk

Approved:

*[Signature]*

Franklin D. Hester, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Ordinance 1699-16 Granting a Commercial Solid Waste Franchise to Hubbard Construction Company d/b/a Mid-Florida Materials

**SUMMARY EXPLANATION & BACKGROUND:**

Hubbard Construction Company d/b/a Mid-Florida Materials has requested permission to collect solid waste from commercial establishments in our City.

Hubbard Construction Company d/b/a Mid-Florida Materials has provided the required Certificate of Insurance and a performance bond. Equipment to be used within their scope of services has been inspected by city staff and has been found to be safe to operate within city limits.

**FISCAL INFORMATION:** N/A

**RECOMMENDED ACTION:**

**APPROVE** Ordinance 1699-16 on first reading and set second reading for May 17, 2016.

Initiated by: Erin O'Donnell, City Clerk

**ORDINANCE NO. 1699-16**

**AN ORDINANCE OF THE CITY OF ALTAMONTE SPRINGS, FLORIDA, PROVIDING FOR THE GRANTING OF A NON-EXCLUSIVE FRANCHISE TO HUBBARD CONSTRUCTION COMPANY D/B/A MID-FLORIDA MATERIALS FOR THE COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE WITHIN THE CITY OF ALTAMONTE SPRINGS; OUTLINING FRANCHISE DUTIES; IMPOSING REQUIREMENTS UNDER WHICH FRANCHISE SHALL OPERATE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

WHEREAS, there is an immediate and continuing need for the collection and disposal of garbage, industrial waste, refuse, rubbish, trash and other solid waste materials from organizations, firms or entities within the City of Altamonte Springs; and

WHEREAS, Hubbard Construction Company d/b/a Mid-Florida Materials has the necessary equipment, personnel and experience to properly perform the services outlined herein; and

WHEREAS, it appears to be in the best interests of the City of Altamonte Springs and its inhabitants, property owners and merchants that Hubbard Construction Company d/b/a Mid-Florida Materials (herein called "Mid-Florida Materials"), be awarded a non-exclusive right and franchise to provide solid waste collection services within the City limits of the City of Altamonte Springs upon the terms and conditions recited below.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF ALTAMONTE SPRINGS, FLORIDA AS FOLLOWS:

SECTION ONE: Franchise.

1. Grant of Franchise. There is hereby granted to Mid-Florida Materials (herein called the "Franchisee"), its successors and assigns, a non-exclusive right, privilege or franchise to collect garbage, refuse, trash and other solid waste materials and recyclables from commercial establishments within the City of Altamonte Springs, Seminole County, Florida during the term and subject to the following limitations and conditions as hereinafter set forth.

2. Definitions.

a. "City" shall mean the City of Altamonte Springs, Florida, a municipal corporation.

b. "Franchisee" shall mean the individual, partnership or corporation who/which agrees, as hereinafter provided to perform the work or service, or to furnish materials or equipment, or both as set forth in this franchise.

c. "Commercial solid waste" shall mean garbage, rubbish, trash, etc., resulting from the normal activities of establishments that are required to obtain an occupational license from the City.

d. "Garbage" shall mean every waste accumulation and animal and vegetable matter which attend the preparation, use, cooking, processing, handling or storage of meats, fish, fowl, fruits, vegetables or other matter which is subject to decomposition, decay, putrefaction and the generation of offensive and noxious gases or odors, or which during or after decay may serve as breeding or feeding materials for flies insects or animals.

e. "Commercial rubbish and trash" shall mean such combustibles as paper, wood, yard trimmings, etc., and non-combustibles such as metal, glass, stone, dirt, etc., excluding yard waste.

f. "Commercial establishment" shall mean any public or private place, building, and/or enterprise devoted in whole or in part to a business enterprise whether non-profit or profit making in nature. Condominiums, patio houses, apartments and other such facilities used for residential purposes are commercial establishments unless collection is provided by the City.

g. "Container" shall mean any portable, nonabsorbent enclosed container with a close fitting cover, or doors, approved by the Health Department and the City, which is used to store large volumes of refuse. It must be capable of being serviced by mechanical equipment.

h. "Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. Wastes not to be collected are major appliances, furniture, building materials, tree limbs, non-containerized trash piles or any abnormal amount of refuse not suitable for containerization which will be picked up by calling office of the Franchisee and arranging by special service to be billed on basis of labor, truck costs and dumping charges.

### 3. Term.

a. The term of this franchise shall terminate on September 30th, following the effective date hereof provided, however, the City reserves the right to terminate the same prior thereto if the Franchisee defaults in any one of the terms and conditions herein specified.

b. Provided the Franchisee shall make application for said extension of this Franchise prior to its termination and upon approval of the City Commission. On October 1st, this Franchise be automatically extended for an additional term expiring the following September 30<sup>th</sup>.

4. Minimum Service. The Franchisee shall make at least two (2) weekly collections at all commercial establishments subject to the terms of this ordinance and at sufficient additional intervals necessary to protect the environment, unless otherwise approved in advance by the City, provided however, where the refuse is exclusively non-putrescible in nature, once weekly collections are permitted.

5. Hours. Collections shall be made between 6:00 a.m. and 6:00 p.m. unless different times are approved by the City. If found working in the City other than these times, driver will be ticketed and this agreement will be subject to revocation.

6. Litter. The Franchisee shall not litter premises in the process of making collections and shall promptly pick up all papers, material or debris that may be scattered about the container. Franchisee shall collect all material that has been placed in or about its containers unless otherwise directed by the City.

7. Approved Containers. Amounts and types of solid waste placed in containers for collection shall be stored in standard manufactured-type mechanically served containers only, unless otherwise approved in writing by the City, compatible with the Franchisee's servicing equipment and subject to City and other governmental regulation and whose volume is listed in cubic yards. Franchisee shall provide adequate containers for the services rendered hereunder. Such container shall be provided at Franchisee's cost and shall remain the property of Franchisee, unless the container is owned by the customer.

8. Special and Hazardous Materials. Franchisee may provide haul service for special and hazardous materials not routinely generated in business or commercial areas. Said materials shall be stored and placed in a manner approved by the City and the Franchisee. No hazardous wastes will be collected by the Franchisee unless specifically required by the generator, approved by the City and agreed to by the Franchisee.

9. Collection Equipment.

a. The Franchisee shall provide an adequate number of vehicles for regular collection services. They shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Franchisee and vehicle number not less than twelve inches (12") in height on the rear and each side.

b. Franchisee shall certify to the City upon the commencement of each franchise year the nature and quantity of vehicles and equipment on hand and

available for regular collection services and backup in the event of the breakdown of any primary collection vehicle.

c. Each dumpster shall be systematically marked with the franchise holder's name and account type (Solid Waste or Recycling), in a manner approved by the City to identify its capacity in yardage, scheduled date of pickup and its "dumpster number" i.e., 6, MWF, 452 would be a six (6) yard dumpster, to be picked up Monday, Wednesday and Friday and it would be dumpster number 452. Such markings shall be amended to provide such other information as the City may require promptly upon receipt of a notice from the City requiring a change of container markings.

10. Office. The Franchisee shall establish and maintain a local office or such other facilities through which it can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with sufficient telephones, shall have one (1) responsible person in charge during collection hours and shall be open during collection hours.

11. Hauling. All solid waste hauled by the Franchisee shall be so contained, or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Franchisee shall immediately clean up the litter.

12. Disposal. All solid waste for disposal shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The City reserves the right to approve or disapprove sites taking into account the costs, routes within the City and the rules and regulations of the governmental body having jurisdiction over said sites or facilities. The City reserves the right to require disposal at City owned or operated facilities.

13. Charges and Rates. All charges and rates for the commercial collection of garbage shall be set by the Franchisee in negotiation with the commercial establishment requiring the service. Rates and charges shall not be set by the City.

14. Location. All solid waste shall be placed in approved containers at locations that are readily accessible to the Franchisee's personnel. Containers shall be located on private property. The use of City property for the siting of containers may be approved by the City after investigation.

15. Compensation and Payment.

a. Compensation shall be paid by the Franchisee to the City on a quarterly basis a sum equal to twenty percent (20%) of the gross revenue from all sources related to Franchisee's operations in the City, including fees, charges, rental of equipment, from temporary job sites, and funds paid outside of the City for materials hauled from the City. Payment to the City shall be made quarterly, once each on March 15, June 15, September 15, and December 15, for the three (3) full

month's immediately preceding payment. Such fees shall not include fees generated directly from recycling, however, customer is subject to the same reporting as set forth in Section One, subsection 17, Reports.

b. Franchisee, in further consideration of the Franchise, shall make its financial records available to the City in accordance with procedures established from time to time by the City. The fees paid pursuant to this section shall not be added as a separate item on the customers' collection bills, but rather shall be considered as an operational expense.

16. Discontinued Service or Delinquent Accounts.

a. The Franchisee may discontinue service as set forth in this section. Persons who have not remitted required payments within fifteen (15) days after the date of billing shall be notified. Said notification shall contain a statement that service may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. In the event the Franchisee intends to discontinue a delinquent account, it shall so notify the City at least fifteen (15) days prior to the last day of collection. Upon payment of the delinquent fees, the Franchisee shall resume collection on the next regularly scheduled collection day.

b. The City shall have the authority to direct the Franchisee to continue service notwithstanding the fact that an account may be delinquent upon written assumption by the City of fees accruing by virtue of Franchisee's continued service. If the City elects to instruct the Franchisee to continue service, the City shall be entitled to reimbursement from the commercial establishment served, plus all costs of collection to include attorney's fees.

17. Reports. On the twenty-fifth (25th) day of the month following the month of service hereunder the Franchisee shall provide the City with a report. Said report shall be in a form, either hard copy, computer disk (compatible with the City's computers) or otherwise satisfactory to the City. The report shall include such information as the City may reasonably require so as to ensure proper garbage service by all commercial establishments within the City and so as to ensure Franchisee's compliance with the terms and conditions of this report. Unless otherwise directed by the City's Director of Public Works, each report shall contain as a minimum:

- (a) Customer's Utility Number (Assigned by the City)
- (b) Customer's Business Name
- (c) Customer's Business Address
- (d) Customer's Telephone Number
- (e) Container(s) Number(s)

- (f) Container type (front end, rollout cart, rolloff, etc.)
- (g) Container(s) Capacity
- (h) Compactor(s)
- (i) Pick-up Schedule for Containers and Compactors
- (j) Number of Pick-ups for all Containers and Compactors
- (k) Franchisee Fee
- (l) Account Type (Solid Waste or Recycling)

This report shall be submitted no later than the twenty-fifth (25th) of the month following the month of service covering all activities during the month of service, to the Director of Public Works.

18. Complaints. All complaints shall be resolved within twenty-four (24) hours. The Franchisee shall supply the City with copies of all complaints on a form approved by the City and indicate the disposition of each complaint. Such records shall be available for City inspection at all times during business hours. The form shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved, the name of the complainant, the nature of the complaint and the manner of resolution. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next normal working day.

19. Notification. The Franchisee shall notify all customers about complaint procedures, regulation, and days of collection.

20. Franchisee Personnel.

- a. The Franchisee shall assign a qualified person or persons to be in charge of his operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.
- b. Franchisee's collection employees shall wear a clean uniform bearing the company's name.
- c. Each employee shall, at all times, carry a valid operator's license for the type of vehicle he is driving.
- d. The Franchisee shall provide operating and safety training for all personnel and shall certify same to the City annually upon renewal of this Franchise. Such certification shall identify all employees employed in Altamonte Springs, their job description and the nature and type of training given said employees.

e. The Franchisee shall comply with the Equal Employment Opportunity Program, the Fair Labor Standards Act and all other applicable Federal and State Statutes pertaining to Fair Employment practices.

21. Franchise Equipment.

a. All trucks or other vehicles used on the public streets and roads within the City of Altamonte Springs shall be required to pass an annual safety inspection conducted by the City of Altamonte Springs or its agents.

b. Upon successful completion of its annual inspection each vehicle shall be issued a non-transferable decal or markings which shall be affixed to such area of the vehicle as the City may designate so as to permit rapid visual determination that the vehicle has passed the required annual safety inspection.

c. In conducting the required annual inspection the City shall utilize the standards previously utilized by the State of Florida in its vehicle inspection program. Where the vehicle manufacturers recommend minimum requirements are more stringent than the former State of Florida requirements, the more stringent requirements shall apply.

d. All vehicles shall be subject to, and shall immediately submit to spot, on the road inspections and if found to be in non-compliance, said vehicle shall be immediately removed from service until it can be repaired and is successfully re-inspected.

e. The use of non-inspected vehicles or vehicles failing to meet inspection standards may be grounds for removal of the franchise if found by the City Commission, after notice to the Franchisee and an opportunity to be heard, to be flagrant or repeated in nature.

22. Compliance within Laws. The right is hereby reserved for the City to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in conflict with the intended purpose of this ordinance. The Franchisee shall conduct operations under this ordinance in compliance with all applicable laws and its failure to comply shall constitute a default hereunder. This franchise shall not be construed to repeal or revise any existing ordinance and to the extent that any provision of this franchise is inconsistent with any existing ordinance, then such existing ordinance shall prevail and control.

23. Performance Bond. Ten (10) days prior to the effective date of this franchise, the Franchisee shall furnish to the City a Performance Bond executed by a surety authorized to do business in the State of Florida in the amount of

\$100,000, insuring the faithful performance of the terms of this ordinance and executed by a surety company licensed to do business within the State of Florida. Said Performance Bond is in an amount deemed by the City and the Franchisee to be reasonable and necessary to enable the City to ensure all franchise fees due and payable hereunder and paid as and when due.

24. Liability & Insurance. The privileges herein granted are upon the express conditions that the Franchisee shall be liable for all damages or injury to persons or property caused by its neglect or mismanagement, or by the actions of any of its employees while engaged in the operations herein authorized, or for any actions or proceedings brought as a result of the award of this franchise to Franchisee, to specifically include but not be limited to Anti-trust actions or proceedings. Should the City of Altamonte Springs be sued therefore, the Franchisee shall be notified of such suit, and thereupon it shall be its duty to defend the suit, and should judgment go against the City in any such case, Franchisee shall forthwith pay the same. The Franchisee shall indemnify and save harmless the City, its agents, officers and employees from any judgments recovered by anyone for personal injury, death or property damage sustained by reason of any of the Franchisee's activities permitted by this franchise or for any actions or proceedings brought as a result of the award of this franchise to Franchisee, to specifically include but not limited to Anti-trust actions or proceedings, and shall pay all expenses, including costs and attorney's fees, in defending against any such claim made against the City or any of the City's agents, officers or employees. Franchisee further agrees to purchase Commercial General Liability insurance in the amount of five million dollars (\$5,000,000) per occurrence, naming the City as an additional insured to the extent of its rights against Franchisee arising by virtue of this section. Franchisee further agrees to purchase Automobile Liability insurance in the amount of five million dollars (\$5,000,000) combined single limit. Franchisee further agrees to purchase Worker's Compensation insurance which meets or exceeds State of Florida Statutory Limits. A certificate of insurance shall be filed with the City Clerk ten (10) days prior to the effective date of this franchise. The certificate must name the City as additional insured for general liability. Furthermore, the certificate must reflect insurance companies which are licensed to do business in the State of Florida. These insurance companies must have a Best's financial rating (or the equivalent) of B+ or better. All insurance policies will provide that the City be given ten (10) days written notice prior to cancellation or modification. If the initial insurance expires prior to the expiration of this agreement, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of expiration.

25. Licenses. The Franchisee shall, at its sole expense, procure from all governmental authorities having jurisdiction over the operations of the Franchisee, including the City, all licenses, certificates, permits or other authorization which may be necessary for the conduct of its operations. The

Franchisee shall pay all taxes, licenses, certification, permit and examination fees and excises which may be assessed, levied, exacted or imposed on its property, on its operations, on its gross receipts, and upon this franchise and the rights and privileges granted herein, and shall make all applications, reports and returns required in connection therewith.

26. Assignment. No assignment of franchise or any right occurring under this ordinance shall be made in whole or in part by the Franchisee without the express written consent of the City and the customer; in the event of any assignment, the assignee shall assume the liability of the Franchisee.

27. Books, Records and Audit.

a. The Franchisee shall keep records of wastes collected and charges therefore, and the City shall have the right to review those records which in any way pertain to the payments due it as well as the billing of all customers by the Franchisee. If disposal facilities are operated by the City, records of incoming

wastes shall be maintained by the City. The Franchisee will be responsible for the monthly billing of the customer.

b. Franchisee shall furnish the City with an annual audit, due on November 15 of each calendar year, for the service year or portion thereof ending the previous September 30th. Said audit shall be prepared by an independent certified public accountant complete with creditor's opinion which opinion shall be acceptable to the City. The audit shall reflect the accuracy and completeness of the information provided the City by the Franchisee with special attention to the franchise fee.

28. Bankruptcy or Insolvency. If the Franchisee becomes insolvent and in any event if the Franchisee files a petition of voluntary or involuntary bankruptcy, then this franchise shall terminate in no event later than the date of filing of the bankruptcy petition.

29. Default.

a. The failure on the part of the Franchisee to comply in any substantial respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this franchise, but no such forfeiture shall take effect until the City has served upon the Franchisee written notice of default, which notice shall set forth the nature and extent thereof. The Franchisee shall have thirty (30) days following the notice of default to correct the same. If the Franchisee protests the reasonableness or propriety of the City's declaration, said protest shall be served upon the City in writing within ten (10) days following receipt by the Franchisee of the City's notice.

b. If the City and the Franchisee cannot agree as to the reasonableness or propriety of the City's declaration of default, then the issue shall be promptly submitted to arbitration. Three arbitrators shall constitute a Board of Arbitration, one arbitrator to be selected by the City, one by the Franchisee and one by the arbitrators so selected. The Board of Arbitrators shall notify the City and the Franchisee of their determination of the reasonableness and propriety of the City's declaration of default not later than thirty (30) days following submission of the issue to the Board.

c. The purpose of this section is to enable the City and the Franchisee to resolve by arbitration such differences as they may be unable to resolve by mutual agreement. Nothing contained herein shall be construed to limit or restrict the legal rights and powers of the City or the Franchisee.

30. Right to Require Performance. The failure of the City at any time to require performance by the Franchisee of any provisions hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

31. Modification. This franchise constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto, and adopted as an amending franchise ordinance.

32. Notice. As required for any purpose in this franchise, notice shall be addressed and sent by certified United States mail to the City and the Franchisee as follows:

CITY - City Clerk  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701

FRANCHISEE - Hubbard Construction Company  
d/b/a Mid Florida Materials  
1936 Lee Road, #300  
Winter Park, FL 32789

33. Remedies, Attorney's Fees and Costs. All remedies provided in this franchise shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the City at law or in equity. In the event the City shall prevail in any action arising hereunder, Franchisee shall pay to the City its costs, referable thereto, including attorney's fees.

34. Headings. The headings of the sections of this franchise are for purposes of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

35. Warranty of Franchisee. The Franchisee represents and warrants unto the City that no officer, employee, or agent of the City has any interest, either directly or indirectly, in the business of Franchisee to be conducted hereunder.

36. Recycling. All Franchisees are required to offer a recycling program, which shall be approved by the Director of Public Works or the City, in accordance with the Altamonte Springs Code of Ordinances.

37. Compliance with Altamonte Springs Code of Ordinances. Franchisee agrees to comply with Chapter 17 of the Altamonte Springs Code of Ordinances, and all other City codes, ordinances, rules and regulations.

38. Amendment. The City reserves the right to amend this ordinance in any manner necessary for the health, safety or welfare of the public, and the City reserves the right, in the public interest from time to time, to prescribe reasonable rules and regulations governing Franchisee's operations hereunder.

SECTION TWO: Severability. The provisions of this ordinance are declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall stand notwithstanding the invalidity of any part.

SECTION THREE: Effective Date. This ordinance shall take effect immediately upon adoption and acceptance by the Franchisee.

**PASSED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_, 2016**

FIRST READING:

ADVERTISED:

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Pat Bates, Mayor of the City of Altamonte Springs, Florida

ATTEST:

Approved as to form and legality  
for use and reliance upon by the  
City of Altamonte Springs, FL

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Erin O'Donnell - City Clerk

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James Fowler - City Attorney

**ACCEPTANCE BY FRANCHISEE**

The foregoing ordinance and the franchise provided for therein and all the terms and conditions thereof are hereby accepted, approved and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FRANCHISEE:

Hubbard Construction Company d/b/a Mid Florida Materials

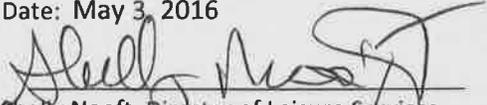
By: \_\_\_\_\_

Alan Cahill, President



Meeting Date: May 3, 2016

From:

  
Shelly Nooft, Director of Leisure Services

Approved:

  
Franklin W. Martz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Contract with the Florida Babe Ruth League to host the "Florida State Babe Ruth League District Twelve Tournament for 2016."

**SUMMARY EXPLANATION & BACKGROUND:**

In an effort to promote and enhance the Altamonte Babe Ruth League and Altamonte Baseball Academy, the Leisure Services Department would like to enter into a contract with the Florida Babe Ruth League to host the "Florida State Babe Ruth League District Twelve Tournament" starting June 13, 2016 and continuing to the termination of play.

**FISCAL INFORMATION:** Expenses of \$7,472.50 will be offset by tournament fees.

**RECOMMENDED ACTION:** Approve the contract with the Florida Babe Ruth League to host the "Florida State Babe Ruth League District Twelve Tournament" for 2016 and authorize the Mayor to execute same.

**FLORIDA BABE RUTH LEAGUE, INC.**  
**DISTRICT TOURNAMENT CONTRACT 2016**

State of Florida

Babe Ruth/Cal Ripken District Tournament

**AGREEMENT:** This agreement is made and entered into as of the **3rd** day of **May** 2016 in and between the Altamonte Springs Cal Ripken/Babe Ruth League and the Florida Babe Ruth League, Inc.

**HOST:** Florida Babe Ruth League, Inc. designates the Altamonte Springs Cal Ripken/ Babe Ruth League as the sponsoring Host for the Florida State District Twelve 10U, 11U, & 15U Tournaments for 2016.

**SITE:** The Altamonte Springs Cal Ripken/Babe Ruth League agrees to serve as sponsoring Host of the District Tournaments for 2016 in the City Altamonte Springs at Eastmonte Park.

**DATES:** The dates of the Florida State District Twelve 10U, 11U, & 15U Tournaments for 2016 shall be from the 13th of June 2016 until the termination of play. The sponsoring Host agrees to provide an acceptable playing field during this period. In the case of rain or unforeseeable problems new dates and/or playing fields will be selected by Florida Babe Ruth League, Inc.

**EXPENSES:** The sponsoring Host shall be responsible for all financial obligations and expenses incurred pertaining to the operation of said tournaments. These obligations include but are not limited to the following:

- A. An adequate supply of Babe Ruth approved Rawlings baseballs
- B. Playing field in good condition
- C. Adequate seating capacity
- D. On site restroom facilities
- E. Umpires (NUA certified umpires must be used)
- F. Pre-tournament meeting room
- G. Press box equipped with PA system
- H. Qualified scorekeepers for each game
- I. Scoreboards
- J. Umpire rooms
- K. First Aid Kit, paramedic on site-recommended
- L. Grass infield will be used for all games, unless an emergency exists. Clay infields can be used for play if agreed on by District Presidents in advance.

**REVENUE:** All receipts forthcoming from the promotion of said tournament shall be retained by the sponsoring Host; such as preseason and general admission ticket sales, concessions, souvenirs, program advertising, etc.

**ADMISSION:** A pre-admission package shall be offered to each team participating not to exceed \$300 (Cal Ripken) \$350 (Babe Ruth). Host League would then supply the league participating an unlimited number of passes to be used by their league. Fees will not be assessed for District Tournaments involving two teams. Teams shall split the expenses of the tournament.

**AWARDS:** Host will provide a Championship and Runner up Team Trophy or Plaque. Host will provide each individual player on the Championship and Runner up Team with a trophy or medallion.

- 1<sup>st</sup> Place individual trophies shall be:
  - 12-14 inches for State Tournaments
  - 8-12 inches for District Tournaments

\*\*2<sup>nd</sup> place shall be 1 inch less

Plaques or medallions may be substituted for trophies if deemed an equivalent award.

**UMPIRES:** Two qualified officials will be assigned to work each tournament game. Semi-finals and finals require three qualified officials assigned. These umpires will be selected and assigned by the District Commissioner or his/her designee. The Host league will pay \$40 per game, per umpire for Cal Ripken and \$45 per game, per umpire for Babe Ruth. The Host League must provide an adequate, secure air conditioned place for the umpires to change and leave their equipment before, between and after games. Sandwiches and beverages will be made available to umpires between games at no cost to the umpires.

**INSURANCE:** The Altamonte Springs Cal Ripken/Babe Ruth League of Florida serving as Host shall secure liability insurance coverage of at least \$1,000,000.

**HOST TEAM:** The Host League agrees to enter a tournament team in the Florida State District Tournament, which has been selected as prescribed by Babe Ruth Rules and Regulations. Exceptions to this will be handled by the District Commissioner.

**PROMOTIONS:** The sponsoring Host shall assume the responsibility of active local promotion of publicizing all aspects of the tournament.

**DECISIONS:** Nothing in this agreement shall give the impression nor authority to the sponsoring Host to make final decisions or obligations without the written authorization and approval of Florida Babe Ruth League, Inc.

**AUTHORITY:** The District Commissioner or his appointed representative shall have final authority on all matters pertaining to the playing and administration of the tournaments.

**POLICY:** The sponsoring Host League agrees to request permission and receive such for the use of the Babe Ruth League, Inc. trademark or copyrighted name prior to usage on any item, publication, products, etc. for solicitation of monies and aid from Babe Ruth League, Inc. Headquarters, except on the cover of the State/District Tournament Program Book.

Finally, it is agreed by both parties in entering into this Contractual agreement, it is done with the knowledge the ultimate goal is the most successful District Tournament possible at the least feasible net cost to the Sponsoring host and the teams involved not operating contrary to the basic rules and regulations, policies or objects of Babe Ruth League, Inc. It is further understood the Florida Babe Ruth League representative will serve in the capacity as an assistant to the State Commissioner in authority and responsibility as outlined through this agreement.

**IN WITNESS WHEREOF:** The parties hereto have duly executed this contract and attachments this **3rd** day of **May** 2016 with the understanding that it becomes effective as of this date.

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Patricia Bates, Mayor  
City of Altamonte Springs

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Joe Coluccio, D12 Baseball Commissioner  
Florida Babe Ruth League

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Daniel Yarborough, League President  
Altamonte Springs Babe Ruth

2016 Cal Ripken and Babe Ruth  
Districts 15U, 11U and 10U

Projected Revenue

Cal Ripken Team Registration	\$3,900	13 Cal Ripken Teams @ \$300 Each
Babe Ruth Team Registration	\$2,100	6 Babe Ruth Teams @ \$350 Each
Hospitality Sponsors	\$900	6 Days @ \$150 Per Day
Concessions (15%)	\$600	Anticipated Sales \$4,000
<b>TOTAL:</b>	<b>\$7,500</b>	

Projected Expenses

Cal Ripken Umpires	\$1,920	18 Games x \$80/4 Games x \$120
Babe Ruth Umpires	\$1,080	9 Games x \$90/2 Games x \$135
Umpire Food	\$900	6 Days @ \$150 Per Day
Scorekeepers	\$1,072.50	82.5 Hours x \$13 Per Hour
Awards	\$1,000	
Tournament Equipment	\$1,500	
<b>TOTAL:</b>	<b>\$7,472.50</b>	



Meeting Date: May 3, 2016

From: Erin O'Donnell  
Erin O'Donnell, City Clerk

Approved: [Signature]  
Francis W. Marz, II, City Manager

**Official Use Only**

Commission Action: \_\_\_\_\_

City Manager: \_\_\_\_\_

Date: \_\_\_\_\_

**SUBJECT:** Request for reduction of Code Enforcement fines for 809 Meiner Boulevard.

**SUMMARY EXPLANATION & BACKGROUND:**

Carrie Wilson, Respondent, is requesting a waiver/reduction of Code Enforcement fines (see attached) for the property located at 809 Meiner Boulevard.

This case stems from the Respondents, Victoria L. Bowen and Carrie Wilson's, failure to obtain the required permits and pass final inspection for the installation of a concrete driveway.

The City brought Code Enforcement action against the Respondents and ordered them to bring the property into compliance by February 13, 2015. The property was not brought into compliance and on August 13, 2015 the Code Enforcement Board issued an Order Imposing Fine and Lien of \$100 per day commencing February 13, 2015 and a lien was filed on September 10, 2015.

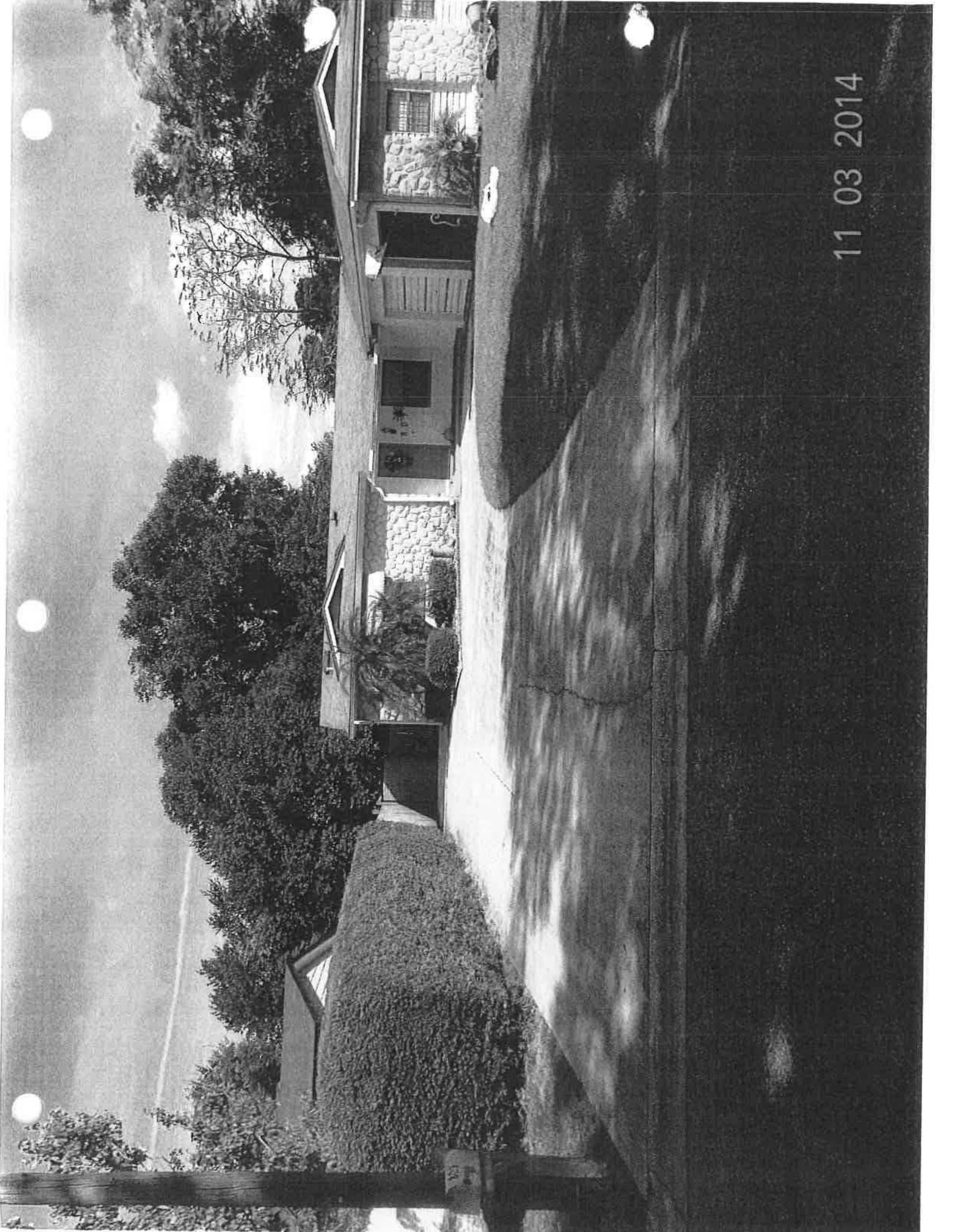
The Respondents brought the property into compliance on August 24, 2015, ***192 days AFTER*** the date ordered by the Code Enforcement Board, resulting in a fine amount of \$19,200.00. In addition, the City has incurred \$250.00 in prosecuting the case, plus \$18.50 in recording fees for a total amount due of \$19,468.50.

**FISCAL INFORMATION:**

**RECOMMENDED ACTION:**

Initiated by: Chris Ulmer, Deputy City Clerk





11 03 2014