



CITY OF HAILEAH
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

NON-EXCLUSIVE FRANCHISE PROGRAM

EFFECTIVE OCTOBER 1, 2021

On May 25, 2021, the City Council adopted Hialeah, Fla. Ordinance 2021-052, effective October 1, 2021, which made significant changes to the non-exclusive solid waste collection franchise program and created a new waste services permit program. Ordinance 2021-052 was subsequently amended on September 14, 2021 by adopting Hialeah, Fla. Ordinance 2021-081 to make minor clarifications to the program. A copy of both Ordinances has been uploaded to this webpage or can also be obtained by requesting a copy by email from the Office of the City Clerk at cityclerk@hialeahfl.gov. Please take a moment to read the new program regulations and requirements to familiarize yourself with the changes. If you have any questions about the changes or the program in general, please address them to Yasmani Diaz, Solid Waste Supervisor at ydiaz@hialeahfl.gov, with a copy to Armando Vidal, P.E., Public Works Director at avidal@hialeahfl.gov and to Patricia Jaime at pj13150@hialeahfl.gov.

This Notice serves to provide you some basic instruction and information about the new application process and minimum requirements for a non-exclusive franchise to provide solid waste collection services in the City.

Non-Exclusive Franchise Program for Private Collectors (see new Sections 78-159 through 78-161)

If you are a private collector in the business of collecting, transporting, or disposing of solid waste, construction and demolition waste, land clearing debris, recyclable materials, or as otherwise defined by Hialeah, Fla. Ordinance 2021-052, you must apply for and obtain a non-exclusive franchise from the city prior to providing those services to any person directly or through the use of a broker in the city.

You will find the application for a non-exclusive franchise on this webpage. The pdf file is entitled "Application Package Non-Exclusive Franchise Private Waste Collectors (Haulers)" and contains all the forms you will need.

The application requirements are provided at Section 78-160 (page 15, Hialeah, Fla. Ordinance 2021-052) and summarized as follows:

- 1) Identify the applicant by name and provide the business address; provide the name and address of all principal officers including any authorized local officers, directors or agents
- 2) Provide a complete list describing all equipment used for service in the city, including type, make, model of equipment, unique identification numbers, and key features
- 3) Provide a complete list of customer names, service addresses and billing addresses for each account serviced
- 4) For each customer identified, provide the type of service provided, frequency, type and capacity of collection container serviced
- 5) For each customer identified, if the services of a broker are involved, identify the name and provide the address and telephone number of the broker
- 6) Provide a certificate of insurance naming the City as additional insured providing the coverages required by Section 78-160(3)(i)(a) (page 16, Hialeah, Fla. Ordinance 2021-052)
- 7) Provide a performance bond in the amount of one month's average of gross revenue based on the prior year's gross revenue or \$25,000.00, whichever is greater. You may use the form bond provided by the City or an alternate form, subject to acceptance by the city.
- 8) Provide indemnification in the form provided by the City. (See Indemnification Agreement provided in the Application Package)

When you have completed the application together with all supporting information, documents, insurance, bond and agreements, please submit a signed copy with all originals via certified mail to the Solid Waste Supervisor, Yasmani Diaz at the address indicated below together with a check in the amount of \$250.00 as an initial application fee payable to the City of Hialeah. A copy of your complete application package must also be submitted by email to Yasmani Diaz at ydiaz@hialeahfl.gov with a copy to Patricia Jaime at pj13150@hialeahfl.gov.

Yasmani Diaz, Supervisor
Solid Waste Division of Public Works
City of Hialeah
3700 West 4th Avenue
Hialeah, FL 33012

The City will review your application and notify you of its approval or denial, and if denied, the reasons for denial, by contacting the agent authorized on the application form on behalf of the applicant in writing by certified mail.

If your application is approved, you will be issued a non-exclusive franchise and you may then proceed to apply for a local business tax receipt through the Business Tax Division at City Hall – 1st Floor. Information on the application process for a Business Tax Receipt is available in person at the Business Tax Division office or online at <https://www.hialeahfl.gov/153/Business-Tax>.

DEADLINE

YOU MUST COMPLY WITH THE REQUIREMENTS OF HIALEAH, FLA. ORDINANCES 2021-052 AND 2021-081 BY SUBMITTING YOUR APPLICATION NO LATER THAN OCTOBER 15, 2021 TO AVOID CIVIL PENALTIES OR OTHER ADMINISTRATIVE ENFORCEMENT ACTION.

Should you have any questions about the program, application process or the requirements of Hialeah, Fla. Ordinances 2021-052 or 2021-081 please submit them in writing by email to Yasmani Diaz at

ydiaz@hialeahfl.gov with a copy to Armando Vidal, P.E., Director of Public Works at avidal@hialeahfl.gov and a copy to Patricia Jaime at pj13150@hialeahfl.gov.

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APPLICATION # _____
 APPROVED DATE: _____
 DENIED DATE: _____

To the Director's Office
 Department of Public Works
 Solid Waste Division
 3700 W 4th Avenue Hialeah, Florida 33010
 Phone: 305-687-2636
 Email: ydiaz@hialeahfl.gov

APPLICATION FOR NON-EXCLUSIVE FRANCHISE PRIVATE COLLECTORS (HAULERS)

<p>1. APPLICATION TYPE:</p> <p><input type="checkbox"/> Initial Application Date: _____</p> <p><input type="checkbox"/> Renewal Date: _____</p>	<p>2. TYPES OF SOLID WASTE HAULED: <i>(Check all that apply)</i></p> <p><input type="checkbox"/> Garbage <input type="checkbox"/> Trash <input type="checkbox"/> C & D <input type="checkbox"/> Bulk Waste</p> <p><input type="checkbox"/> Yard Waste <input type="checkbox"/> Land Clearing <input type="checkbox"/> Recovered Materials</p> <p><input type="checkbox"/> Roll-Offs Only <input type="checkbox"/> Recyclables <input type="checkbox"/> Compactors for Waste</p> <p><input type="checkbox"/> Compactors for Recyclables <input type="checkbox"/> Other (Describe): _____</p>
<p>3. BUSINESS INFORMATION:</p> <p>Name _____</p> <p>D/B/A _____</p> <p>Business Location _____</p> <p>Address _____</p>	<p>4. HIALEAH BUSINESS TAX RECEIPT: (FOR OFFICIAL USE ONLY)</p> <p>BTR# _____ Issued Date _____</p> <p><i>*It shall be unlawful for and a violation of the City of Hialeah Code of Ordinances ("City Code") for person to carry on or conduct any business, profession or occupation or provide any services in the City of Hialeah without first obtaining a Business Tax Receipt pursuant to Chapter 86 of the City Code.</i></p> <p><i>* Applicant is responsible to pay for the applicable Business Tax as set forth in Chapter 86 of the City Code.</i></p>

<p>5. CONTACT INFORMATION</p> <p>Contact Person _____</p> <p>Business Phone _____</p> <p>Alt. Phone _____</p> <p>E-mail _____</p>	<p>OTHER INFORMATION:</p> <p>Authorized Representative: _____</p> <p>Title _____</p> <p>Business Mailing Address _____</p> <p>Email: _____</p>
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6. CORPORATE INFORMATION: – Proof of Incorporation for the State of Florida must be enclosed. If not incorporated in the State of Florida; provide information certifying that the applicant is qualified to conduct business in the State of Florida. ***Proof of Incorporation must be submitted with application or proof that business is registered to conduct business in the state of Florida must be submitted***

Sole Ownership Partnership Corporation Other (Describe) _____

If partnership or corporation, list the name(s), business address(s) and position(s) of principle officers and stockholders and others have financial/controlling interest. If corporation is publicly owned, list local managing officers.

Name _____ Position: _____

Name _____ Position: _____

Name _____ Position: _____

7. EQUIPMENT DESCRIPTION:
 Provide a description of all equipment the applicant will use to provide services in the City, including without limitation the identification numbers and key features of all vehicles, compactors, dumpsters, and roll-off containers. For vehicles provide the information requested below and include a copy of the current vehicle registration for each vehicle.
Use additional sheets if needed.

YEAR AND MAKE	MODEL	LICENSE PLATE #	VEHICLE IDENTIFICATION (VIN) #

OTHER EQUIPMENT			

METHOD OF OPERATION			

9. PROVIDE A COMPLETE LIST OF ALL CUSTOMERS SERVICED WITHIN THE CITY OF HIALEAH:

***If the applicant provides collection services in the City pursuant to a contract between the applicant and a broker, the applicant shall provide the name, address, and telephone number of the broker. Use additional sheets if needed or Attach list.

CUSTOMER NAME	BILLING ADDRESS & PHONE NUMBER	SERVICE ADDRESS & TYPE OF ESTABLISHMENT	TYPES OF SERVICE PROVIDED	TYPES OF WASTE	FREQUENCY OF SERVICE	QUANTITY, TYPE AND CAPACITY OF COLLECTION CONTAINER	BROKER'S NAME AND CONTACT INFORMATION (if not applicable then write N/A)

9. INSURANCE AGENCY INFORMATION:
 Name of Insurance Agency _____ Contact Person _____
 Agency's Address _____ Agency Phone # _____

10. INSURANCE CARRIER INFORMATION: Applicants must have a minimum per occurrence in general liability insurance of \$1,000,000 bodily AND property, \$1,000,000 combined single limit automobile liability insurance, AND \$1,000,000 pollution liability. ***** The applicant must provide original certificates of insurance to the Department with its initial application for a franchise and with each renewal application.**

General Liability Insurance Carrier _____ Policy# _____
 Amount of coverage (per occurrence) \$ _____ /Bodily Injury, \$ _____ /Property Damage _____

Automobile Liability Insurance Carrier _____ Policy# _____
 Amount of coverage (per occurrence) \$ _____

11. PERFORMANCE BOND INFORMATION:

Applicants for a non-exclusive franchise shall submit a performance bond, or an alternate security that is acceptable to the City, to ensure the applicant's performance in compliance with the requirements in the City's non-exclusive franchise agreement and Chapter 78. The performance bond or alternate security shall be in an amount equal to the applicant's gross revenues during one month in the previous year (i.e., the monthly average), or \$25,000.00, whichever is greater. The performance bond shall be issued by good and sufficient sureties, conditioned upon the applicant's compliance with the terms of Chapter 78, and in a form that is approved by the City Attorney. *** The applicant must provide the original Performance Bond to the Department with its initial application for a franchise.

Surety Name: _____ Address: _____ Phone number: _____
 Bond No.: _____ Amount: _____ Date issued: _____

12. FEES:

Initial Application/Renewal Fee. The applicant shall submit a non-refundable application processing fee in the amount of \$250.00 with its Initial application and Renewal application. Please provide a check, money order or cashier's check in the amount of the total fees due payable to the City of Hialeah.

Administrative Processing Fee:	<u>\$250.00</u>
Non-Exclusive Annual Franchise Fee:	<u>\$1,500.00</u>
TOTAL AMOUNT OWED:	\$ _____

I certify, under penalty of perjury, that the information provided herein, and the documents submitted in support thereof, is true and correct, to the best of my knowledge, and I understand that any false statements could result in penalties as provided by law.

Name Title Signature Date

THE APPLICANT FOR A NON-EXCLUSIVE FRANCHISE SHALL NOT PROVIDE COLLECTION SERVICES TO ANY PERSON, AND SHALL NOT ALLOW COLLECTION SERVICES TO BE PROVIDED TO ANY PERSON ON THE APPLICANT'S BEHALF, UNTIL THE CITY APPROVES THE APPLICATION FOR THE NON-EXCLUSIVE FRANCHISE. ANY NON-EXCLUSIVE FRANCHISE ISSUED BASED ON THIS APPLICATION IS SUBJECT TO ALL APPLICABLE REQUIREMENTS AND REGULATIONS SET FORTH IN CHAPTER 78 OF THE CITY CODE, AS WELL AS ANY OTHER APPLICABLE LOCAL, COUNTY AND STATE ORDINANCE, LAW AND REGULATION.

DEADLINE

YOU MUST COMPLY WITH THE REQUIREMENTS OF HIALEAH, FLA. ORDINANCES 2021-052 AND 2021-081 BY SUBMITTING YOUR APPLICATION NO LATER THAN **OCTOBER 15, 2021** TO AVOID CIVIL PENALTIES OR OTHER ADMINISTRATIVE ENFORCEMENT ACTION.

Should you have any questions about the program, application process or the requirements of Hialeah, Fla. Ordinances 2021-052 or 2021-081 please submit them in writing by email to Yasmani Diaz at ydiaz@hialeahfl.gov with a copy to Armando Vidal, P.E., Director of Public Works at avidal@hialeahfl.gov and a copy to Patricia Jaime at pj13150@hialeahfl.gov.

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*****DO NOT WRITE BELOW THIS LINE (OFFICIAL USE ONLY)*****

Supporting documentation checklist:

- Completed & signed Application Form.
- Copy of City of Hialeah Business Tax Receipt.
- Proof of Incorporation in Florida.
- Vehicle/Equipment description and registrations.
- Complete Customer List.
- Certificate of Insurance.
- Performance Bond.
- Fee Payment Accepted.
- Violations verified.
- Signed Indemnity.
- Other documents: _____

Application Received by: _____

Date: _____

Approved by: _____

Date: _____

Denied by: _____

Date: _____



FRANCHISEE (name, principal place of business, and phone number):

Telephone: _____
Facsimile: _____

SURETY (name, principal place of business, and phone number):

CITY:

Director of Public Works
City of Hialeah
3700 West 4th Avenue
Hialeah, FL 33012
Telephone: 305/556-3800

BOND No. _____

Date: _____

Amount: _____

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter "FRANCHISEE"), as Principal, and _____, hereinafter
"SURETY"), as Surety, are held and firmly bound unto the City of Hialeah, Florida (hereinafter
"CITY"), as Oblige, in the amount of _____ Dollars (\$ _____),
for the payment whereof FRANCHISEE and SURETY bind themselves, their heirs, executors,
Directors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, a non-exclusive franchise has been issued to the FRANCHISEE by the
obligee, pursuant to the terms and conditions set forth in Chapter 78 of the City of Hialeah Code
of Ordinances;

WHEREAS, the SURETY has carefully considered the FRANCHISEE's obligations and duties pursuant to Chapter 78 of the Code of Ordinances of the City of Hialeah; and

WHEREAS, the CITY's award of the non-exclusive franchise to the FRANCHISEE is contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, the FRANCHISEE AND SURETY, agree to the following terms and conditions:

1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the non-exclusive franchise or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the non-exclusive franchise or to the work.

2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the CITY all losses, damages, expenses, costs, liquidated damages, and attorneys' fees, including fees incurred in appellate proceedings, the CITY sustains because of FRANCHISEE's failure to faithfully perform and comply with all of the terms and conditions set forth in Chapter 78 of the City of Hialeah Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the non-exclusive franchise, and FRANCHISEE's obligations thereunder, up to the maximum amount of the BOND.

3. In the event that the FRANCHISEE defaults in the performance of any of the terms and conditions set forth in Chapter 78 of the City of Hialeah Code of Ordinances, and any other applicable law, ordinance or resolution governing the issuance of the non-exclusive franchise, and FRANCHISEE's obligations thereunder, the CITY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.

4. In the event that the FRANCHISEE defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.

5. In the event there is a failure to perform the conditions of this obligation, the CITY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it deems appropriate, to enforce the obligation of the SURETY, and the CITY may do so without joining the FRANCHISEE in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the FRANCHISEE, and this BOND shall remain a continuing obligation on the part of the SURETY and the FRANCHISEE until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

6. It is understood and agreed that the obligation of the FRANCHISEE under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result

that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the FRANCHISEE or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.

7. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in Miami-Dade County, Florida, and shall be instituted within the statute of limitations after the FRANCHISEE's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.

8. Notices to the SURETY, the CITY, and the FRANCHISEE shall be mailed or delivered to the addresses shown above.

9. The SURETY represents and warrants to the CITY that it has a rating of "A" or better as to management and "FSC X" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel, alter, or not renew this BOND without providing at least 30 days advance notice to the CITY.

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FRANCHISEE AS PRINCIPAL
Company: (Corporate Seal)

SURETY
Company: (Corporate Seal)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Witnesses:

Signature

Signature

Printed Name

Printed Name

Signature

Signature

Printed Name

Printed Name

FLORIDA RESIDENT AGENT FOR SURETY

Print Name

Address

Phone

Fax

NOTE: Power of attorney and certification of authority for issuance and current status thereof for Attorney-in-Fact and for Surety Company must be attached. Proof that Surety is licensed to transact business in the State of Florida must be submitted with this Bond.



CITY OF HIALEAH NON-EXCLUSIVE FRANCHISE INDEMNIFICATION AGREEMENT

To the greatest extent allowed by law and intending to be legally bound, Franchisee, unconditionally and unequivocally, for itself, its successors, assigns, executors, administrators, officers, employees, licensee and invitees, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City and its officers, whether elected or appointed, its directors, managers, agents, servants, and employees (jointly referred to as "City Indemnified Parties") from and against any and all claims, suits, or actions, or any monetary damages for personal injury, death or property damage, including any loss, fee, or expense, together with all attorney's fees and court costs, up to and including appellate review,, and from any orders, judgments or decrees which may be entered as a result of the adjudication of any claims made against the City Indemnified Parties, arising out of, in connection with or attributable to, directly or indirectly, in whole or in part, any act, omission or negligence of Franchisee, Franchisee's officers, directors, employees, agents, contractors or sub-contractors, or any person whose acts or omissions may be attributed or imputed to Franchisee or for which Franchisee may be held liable, in the provision of solid waste collection services, transportation, and/or disposal activities, and/or the use of any public streets for the purposes authorized by the non-exclusive franchise pursuant to the City of Hialeah Code of Ordinances. The Franchisee shall undertake at its own expense the defense of any cause of action which may be brought against the City Indemnified Parties for damages or equitable 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 Indemnified Parties, the Franchisee shall promptly pay the final judgment together with all costs, fees and expenses assessed against the City Indemnified Parties.

The undersigned swears under oath or affirms that he or she is duly authorized to execute this Indemnification Agreement and legally bind Franchisee to its terms and conditions.

Franchisee: _____

By: _____ (signature) Date: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 20___, by _____, in his or her official capacity for Franchisee. He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Commission number:

Title: Notary Public, State of Florida

Typed/Printed or stamped name