

#### **9-14.050 Franchise—Terms and conditions.**

The franchise agreement authorized by Section 9-14.20 shall provide, but not be limited to:

(A) Non Exclusive Right of Franchisee. The agreement shall provide that the franchisee is granted a non-exclusive franchise to provide construction and demolition debris collection service within the City.

(B) Franchise Fee. The agreement shall provide that the franchisee shall be required to pay to the city a franchise fee in the amount of nine percent of the gross revenues generated by the franchisee from services performed within the City on the dates specified in the agreement. The Council shall retain the power, by resolution, to amend the amount of the franchise fee as the Council deems necessary to protect the interests of the City.

(C) Public Liability Insurance. The agreement shall provide that the franchisee shall carry public liability insurance in amounts determined by the City, for the death or injury of one or more persons and for property damage. Such insurance shall name the City, its officers, agents and employees as ~~an~~ additional insureds.

(D) Recycling Requirement. The agreement shall provide that the franchisee shall be required to recycle ~~50 percent~~ 65 percent of all construction and demolition debris collected within the City and provide penalties for failure to comply with this provision.

(E) Performance Standards. The agreement shall specify standards of performance that the franchisee shall be required to comply with as determined by City to insure protection of the public health, safety and welfare.

(F) Additional Terms and Conditions. The Council shall retain the power, by resolution, to provide for the inclusion in such agreement of such additional terms and conditions as the Council deems necessary to protect the interests of the City.