

## ORDINANCE 2019-14

**AN ORDINANCE AMENDING CHAPTER 66 REGARDING SOLID WASTE; PROVIDING FOR DEFINITIONS; PROVIDING FOR MANDATORY COLLECTION; REQUIRING FRANCHISES; PROVIDING FOR SPILLAGE AND LITTER; PROVIDING FOR HAZARDOUS AND BIOHARARDOUS WASTE; PROVIDING FOR BULK WASTE AND WHITE GOODS; ESTABLISHING REGULATIONS REGARDING SOLID WASTE CONTAINERS, WEIGHT AND USE; PROVIDING FOR DISPOSAL; PROVIDING FOR REIMBURSEMENT FOR DAMAGE TO CITY STREETS AND PROPERTY; PROVIDING FOR PROHIBITIONS; PROVIDING FOR EXCEPTIONS; PROVIDING FOR VEHICLE AND OPERATOR REQUIREMENTS; REQUIRING INSURANCE AND WORKERS COMPENATION COVERAGE FOR ALL FRANCHISEES; PROVIDING FOR FEES AND AMENDMENTS TO FEES; PROVIDING FOR POINTS OF COLLECTION; PROVIDING FOR FREQUENCY, ROUTES AND RECORDS REGARDING COLLECTION; PROVIDING FOR COLLECTION AND PENALTIES REGARDING FEES FOR SERVICE; REQUIRING ACCURATE RECORDS AND NOTICE OF SCHEDULE AND ROUTES; PROVIDING FOR AN EXCLUSIVE FRANCHISE FOR COLLECTION OF RESIDENTIAL AND SMALL BUSINESS SOLID WASTE; REQUIRING A PERFORMANCE BOND FOR EXCLUSIVE FRANCHISEE; PROVIDING FOR NONEXCLUSIVE FRANCHISES FOR COLLECTION OF COMMERCIAL SOLID WASTE; ESTABLISHING REGULATIONS REGARDING DUMPSTERS; PROVIDING FOR BANKRUPTCY, INSOLVANCEY AND FAILURE TO PERFORM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Bellevue has found that it is in the best interest of the public welfare to require mandatory solid waste and trash collection; and

**WHEREAS**, the City Commission finds it in the best interest of the public welfare to adopt the following ordinance to protect the health and safety and of its citizens and the public; and

**NOW THEREFORE, BE IT ORDAINED** by the City Commission of the City of Bellevue as follows:

*Section 1.* Recitals. The foregoing recitals are true and correct and are incorporated herein, but need not be set forth in the City Code.

*Section 2.* Chapter 66 of the City Code regarding Solid Waste is hereby amended to read as follows:

## **“Chapter 66 - SOLID WASTE**

### **Article I. - IN GENERAL**

#### **Sec. 66-1 - Authority of solid waste franchise and collection.**

The city deems it necessary, desirable and in the best interest of the public welfare to adopt the following rules and regulations regarding the right, privilege, and/or franchise for the collection, removing and disposing of solid waste materials from the residences and businesses of the city.

#### **Sec. 66-2 - Short title.**

This article shall be known as and may be cited as the "Solid Waste Franchise Ordinance."

#### **Sec. 66-3 - Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*City:* The term “City” means the City of Belleview, Florida.

*Biohazardous waste:* Any solid waste or liquid waste which may present a threat of infection to humans. The term includes but is not limited to no liquid human tissue and body parts; laboratory and veterinary waste which contains human disease-causing agents; discarded sharps; human blood, human blood products and body fluids. Examples of biohazardous waste include:

- Used, absorbent materials, such as bandages, gauzes, or sponges, having the potential to drip or splash with blood or body fluids, from areas such as operating rooms, delivery rooms, trauma centers, emergency rooms or autopsy rooms;
- Devices which retain visible blood adhering to inner surfaces after use and rinsing such as intravenous tubing, hemodialysis filters and catheters. Medical devices used in the treatment of hepatitis B virus or human immunodeficiency virus suspected or positive patients shall be segregated as biohazardous waste;
- Other contaminated solid waste materials which represent a significant risk of infection because they are generated in medical facilities which are for persons suffering from diseases requiring strict isolation criteria and listed by the U.S. Department of Health and Human Services, Centers for Disease Control, *CDC Guideline for isolation Precautions In Hospitals*, July/August 1983, or latest edition.

*Bulk waste:* Any waste that requires additional management due to its bulk or weight, including (but not limited to) furniture, mattresses, bicycles, lawn mowers and white goods.

*Collector(s):* The company or companies granted the exclusive or nonexclusive right and authority to collect and transport solid waste material, for disposal, as granted under the provisions of this franchise ordinance. (Sometimes referred to as the “Contractor”).

*Commercial establishment:* Any public or private place, building, or enterprise devoted in whole or in part to business purposes whether for profit or not-for-profit; and multiple family dwelling units requiring bulk collection.

*Commercial service:* Solid waste collection service provided to hotels, motels, rooming houses, timeshares, business establishments, churches, schools, office buildings, multifamily residential uses utilizing centralized dumpster service, and establishments other than residential and small business use.

*Commercial solid waste:* Garbage, rubbish and trash, resulting from the normal activities of commercial establishments, other than “small businesses” (as defined herein) utilizing containers of two cubic yard of capacity or more.

*Construction and demolition debris:* Materials, nonhazardous in nature, from a construction or demolition project, generally considered not to be water soluble, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber. The term includes rocks, soil, tree remains, trees, and other vegetative matter which normally results from land-clearing or land development operations of a construction project.

*Contractor:* A franchisee that has been approved by the City and has entered into a franchise agreement with the City to collect and transport solid waste material for disposal (sometimes also referred to as “Collector”).

*County:* Marion County, Florida.

*Dumpster:* A steel container with a lid having a capacity of not less than two (2) cubic yards, designed to facilitate garbage collection either by hydraulic lift or cable winch pull-off mechanism.

*Exclusive Franchise:* The words “exclusive franchise” means the franchise right for one Contractor to collect solid waste in the City of Belleview, which franchise right is exclusive.

*Food establishment:* Any business or commercial establishment which deals in preparing, cooking or storing edibles, including, but not limited to, animal, fruit, and vegetable matter.

*Garbage:* Every form of refuse accumulation of animal, fruit, or vegetable matter which attends preparation, use, cooking and dealing in or storage of edibles, and any other matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious or offensive gasses or odors, or which, during or after decay, will or may serve as breeding or feeding material for flies or other germ carrying insects, and vermin.

*Garbage can:* A container with two handles or a bail by which it may be lifted, or a can suitable for lifting mechanical arms, both which are suitable to contain garbage and/or rubbish and protect the contents thereof from flies, insects, rats, vermin and other animals.

*Garbage receptacle:* A garbage can or dumpster, as defined herein.

*Hazardous waste:* Materials or combinations of material which require special management techniques because their acute effect on air quality, water quality and on the health and welfare of the public. These materials may include, but are not limited to chemical, biological, explosive, flammable, radioactive and toxic materials.

*Multifamily residential:* Establishments with more than two (2) attached residential units, each with separate cooking facilities. *Nonexclusive franchise:* A franchise right for a Contractor to collect solid waste in the City of Bellevue, which franchise right is nonexclusive.

*Recyclable Material.* The term "recyclable material" shall mean any item of garbage, which may be reused and recycled by the citizens of the community. The materials are capable of being recycled and which would otherwise be processed or disposed of as solid waste. Such items may consist of aluminum, glass, paper, plastics, and other such items as the City shall designate as suitable recyclable material.

*Residential solid waste.* Garbage, rubbish and trash, resulting from the normal activities of residential properties.

*Residential unit:* Any structure or shelter, or any part, used or constructed for use as a residence for one family.

*Roadway:* That portion of the street right-of-way paralleling any public thoroughfare between the back of curb or edge of pavement and abutting property line. If ditching bisects the property and the thoroughfare, the term "roadway" includes the roadside of the ditch.

*Screening.* The word "screening" means material removed or discharged from bar screens and hydro screens located at the wastewater treatment facility.

*Solid waste:* Garbage, rubbish, white goods, special waste, trash, construction or demolition debris, or other discarded material.

*Sludge.* The word "sludge" means de-watered mixed liquor suspended solids containing no more than twenty-five percent (25%) liquid. All sludge is to be disposed of in an FDEP approved site.

*Small Business.* Any commercial structure or shelter, or any part thereof, used or constructed for use as a small business utilizing no more than two (2) residential garbage cans for waste disposal and generating less than two (2) cubic yards of solid waste per month.

*Solid Waste.* The words "solid waste" shall be a general term that means garbage, solid waste, yard trash, clean debris, rubbish, sludge, special waste, ashes, or other discarded materials, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic and government operations. "Solid Waste" shall not include "special waste as defined herein-below.

*Special waste or special pick up:* Solid waste that can require special handling and management, including, but not limited to petroleum-based liquids, paint, solvents, and lead-acid batteries.

*White goods:* Any unused or abandoned tangible item such as furniture, stoves, hot water heaters, refrigerators, or similar property. EXCEPT, the term “white goods” shall not include abandoned or junk automobiles and parts thereof, materials that accumulate as a result of building or building alterations (such as brick, block, stone, sand, siding or roofing) or that trash generated as a result of clearing vacant lots.

*Yard Trash:* An accumulation of leaves, grass or shrubbery cuttings, or other refuse attending the care of lawns, shrubbery, vines and trees EXCEPT yard trash shall not include trees, limbs and debris from tree removal or pruning.

Sec. 66-4 - 66-9 reserved.

## **ARTICLE II. FRANCHISES**

### **DIVISION 1. Regulations.**

#### **Sec. 66-10 - Collection Franchise Required**

- (a) No person or entity shall collect residential or small business solid waste, including garbage and trash, within the City of Bellevue unless granted an exclusive franchise by the city to collect residential solid waste pursuant to the section.
- (b) No person or entity shall collect commercial solid waste, including garbage and trash, within the City of Bellevue unless granted a nonexclusive franchise by the City to collect commercial solid waste pursuant to this Chapter.
- (c) No person or entity shall place bins for construction waste within the City or collect such bins within the City unless granted a nonexclusive franchise by the City to collect construction waste pursuant to this Chapter.
- (d) Nothing herein shall prevent the removal of construction debris by a licensed debris removal service or trees and limbs by tree trimming and removal entities.

**Sec. 66-11 - Spillage and Litter.** The Contractor shall not litter the collection site, other premises or roadway in the process of making collections or in hauling the solid waste materials once collected. In the event of spillage, whether by the Contractor or accidental spillage, (including animal spillage) prior to collection by the Contractor, the Contractor shall be required to promptly clean up all litter from such spillage. The Contractor shall maintain its equipment in such a manner as to prevent spillage and leakage.

**Sec. 66-12 - Disposal.** The Contractor shall dispose of the City's solid waste at a properly permitted landfill in accordance with local, state and federal rules. Other solid waste collected within the City shall be disposed of as follows:

- (a) **Recyclable material.** All recyclable material collected in the City of Bellevue by the Contractor may be disposed of at any location the Contractor chooses.

- (b) Yard trash. All yard trash collected by the Contractor in the City of Belleview may be disposed of at any location the Contractor chooses.

**Sec. 66-13 - Reimbursement for Damage to Streets or Other City Property.** The Contractor shall be responsible for any damage by its vehicles or employees to City or private property, including, but not limited to, damage to City and private streets from the Contractor's equipment or leakage of fuel, oil, or chemicals onto the City pavement or grounds or private streets or grounds. The Contractor agrees to be responsible for repair to City property and private property. The Contractor shall hire a competent, licensed entity to affect said repairs within thirty (30) days of written notice of said repairs. If repairs are not completed within thirty (30) days, the City shall have the option to repair said damage at the expense of the Contractor. If the City makes such repairs, the Contractor will reimburse the City within thirty (30) days of receipt of invoice.

**Sec. 66-14 – Prohibited waste.**

- (a) No biohazardous waste shall be placed in any garbage can, dumpster or roll-off container which is subject to collection by the City's Franchisees (Collectors). Such material shall be disposed of, collected and transported according to all applicable provisions of the Florida Administrative Code pertaining to biohazardous waste.
- (b) No hazardous waste shall be placed in any garbage can, dumpster or roll-off container which is subject to collection by the City's Franchisees (Collectors). Such material shall be, collected, transported and disposed of in accordance with all applicable local, state and Federal laws, rules and regulations pertaining to hazardous waste.
- (c) Bulk waste, special waste, white goods and yard trash shall be disposed of as provided in this Chapter.

**Sec. 66-15 - Prohibitions.**

- (a) No person shall place any garbage, solid waste, recyclable materials or special waste upon any property belonging to another, whether vacant or improved, occupied or unoccupied, or upon the traveled portion of any street or alley, or in any plaza or park, or in any of the waters lying within the city.
- (b) Nothing herein shall prevent tenants of business uses and multifamily dwellings from depositing solid waste in designated garbage cans or dumpsters upon which the owner or manager pays the collection service fee for use by such tenant(s).

**Sec. 66-16 - Disposal of construction and demolition debris.**

The collection, conveyance and proper disposal, in accordance with all applicable laws and regulations, of all construction and demolition debris, resulting from construction projects and all shingles, felt and other debris resulting from the removal, repairer replacement of any

roof, shall be the responsibility of the owner and person performing the work. No materials from such projects shall be placed in any residential or small business solid waste container or placed for curbside pickup or trash collection by the City's franchisees (Collectors).

#### **Sec. 66-17 - Vehicles.**

All vehicles used by the Contractor to transport solid waste materials shall be of the enclosed type and of leak-proof construction and shall meet the requirements for such vehicles established by the respective health authorities of the State of Florida and the County of Marion.

#### **Sec. 66- 18 – Contractor's Personnel.**

The Contractor shall utilize personnel qualified to perform the tasks required and meeting the following conditions:

- (a) *Driver's license.* The Contractor's employees shall, at all times, carry a valid Florida driver's license to operate any vehicle they utilize in collecting or transporting solid waste in the City.
- (b) The Contractor shall assign a qualified person or persons to be in charge of its operations in the City and shall give the name or names to the City; information regarding experience shall also be furnished.
- (c) Clean uniforms. The City has the right to require that the Contractor's collection employees wear a clean uniform or shirt bearing the company's name.

#### **Sec. 66-19 - Violations**

The City shall notify the Contractor when any employee of the Contractor violates any provision hereof, is willing or wantonly negligent in the performance of their duties, or is discourteous to any resident of the City. Upon such notification, the Contractor shall not permit said employee to provide service under this franchise agreement within the City.

#### **Sec. 66-20 - No Discrimination.**

Franchisees shall not deny employment or discriminate for reasons of race, creed, sex or religion.

#### **Sec. 66-21- Wages.**

The Contractor's shall be required to comply with the minimum hourly wage established by local, state, or federal law.



**Sec. 66-22 - Insurance.**

Contractors shall provide and maintain all insurances in compliance with state, county and City regulations. The minimum coverage and other City insurance requirements shall be set forth in the franchise agreement for the Contractor granted an exclusive franchise right to collect residential and small business solid waste in the City.

**Sec. 66-23 - Permits and Licenses.**

The Contractor shall be required to obtain appropriate permits or licenses to operate in the City of Belleview and in Marion County Florida.

**Sec. 66-24 – Hold Harmless.**

The City shall require the Contractor to defend, indemnify, save harmless and except the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from injury to persons or damage to property arising out of work done in the performance of the franchise agreement.

**Sec. 66-25 – Failure of Contractor to Perform.**

The Franchise Agreement for residential and small business collection shall provide for cancellation in case of Bankruptcy or insolvency of the Contractor and for failure to correct, within a reasonable time, failure in performance.

**Sec. 66-26 -66-29 Reserved****DIVISION 2. – RESIDENTIAL AND SMALL BUSINESS COLLECTION FRANCHISE****Sec. 66-30 - Exclusive Franchise for Collection of Residential Solid Waste, Term and Bond Requirement**

- (a) The city is hereby empowered to grant the exclusive right, privilege, and/or franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the city referred to as "City" for the purposes of collection, removing and disposing of solid waste materials from the residences of the city, subject to the terms, conditions, and exceptions of the city.
- (b) The term of any franchise granted pursuant to this division shall be for such period as the City Commission determines is in the best interest of the public welfare.
- (c) The Contractor shall be required to furnish to the City a performance bond, in the form approved by the City Attorney, for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of the annual contract cost or three hundred thousand and 00/100 dollars (\$300,000.00), whichever is greater. Said bond shall be executed by a United States surety company approved by the City Commission and licensed to do business in the State of Florida.



**Sec. 66-31 – Fee for collection.**

- (a) There is hereby imposed a Franchise Fee of ten (10%) percent on all billable collection services described in this article.
- (b) The fee for residential and small business solid waste collection shall be billed to the customer by the City and shall include the Contractor's fee, the franchise fee and the administrative fee for collection.
- (c) The Contractor shall be required to keep accurate records of wastes collected and charges therefor and the City shall have the right to review those records upon request.
- (d) All fees are set forth in Subpart "C", Appendix "B: of the city code and may be amended from time to time by resolution of the City Commission.

**Sec. 66-32 - Payment to contractor.**

The collector(s) shall be required to provide the city, by the tenth of the month, a detailed statement showing the amount owed the contractor for the previous month. The city shall pay the amount owed to the contractor within thirty days (30) days of receipt of the statement.

**Sec.66-33 - Payment and Penalty.**

- (a) Premises occupied during any portion of a billing cycle shall be responsible for fees for the entire billing cycle.
- (b) The city shall have the right to terminate all water service to any residential or small business unit whose owner(s), tenants, or operators fail to comply with subsection (a) of this section.
- (c) In addition to termination of water service the City may pursue other remedies including code enforcement proceedings and resulting fines, and/or legal action for money owed.

**Sec. 66-34 - Changes in the Cost of Doing Business.**

The collection rate payable to the Contractor shall be subject to adjustment, upward or downward, to reflect increases or decreases in the disposal cost charge to the Contractor. Such increase or decrease shall be based on the Disposal Rate Increase/Decrease Calculation set forth below.

- (a) Disposal Rate Increase/Decrease Calculation. (This Formula for rate increase/decrease in residential and small business garbage and yard waste are due to increases/decreases in disposal costs only).

(b) Average yearly tonnage generated by one (1) household in the City of Bellevue as determined by the past records of the Contractor divided by twelve months. Multiply that times the difference in new disposal rate minus the old disposal rate.

Example: rate of disposal increased from \$10 a ton to \$15 a ton:

1.3 tons divided by 12 = .108

\$15 - \$10 = \$5

5 x .108 = \$0.54

*Thus, there would be a \$.54 increase per household. Average yearly tonnage will be adjusted annually based on actual tonnage for the previous 12 months.*

#### **Sec. 66-35 – Collection and frequency.**

(a) If collected manually, the contents of a garbage can shall not exceed 50 pounds. If collected by truck using mechanical lifting arms the contents of a garbage can shall not exceed 95 pounds. The Contractor shall provide the appropriate garbage can to each customer within the City.

(b) Garbage shall be collected from each residential unit and small business twice weekly, on Mondays and Thursdays.

(c) Yard trash shall be collected from each customer at least once per week.

(d) Collections shall normally be made in residential areas no earlier than 6:30 a.m. and no later than 7:00 p.m., with no service on Sunday, except in time of emergency.

(e) The Contractor will provide a yearly schedule of holiday pickups in October of each City fiscal year. When a holiday falls on a regularly scheduled collection day, the Contractor shall be required to notify the city as to whether the collection will take place as normal or whether collection will be on an alternate day. The alternate day shall be within two days, excluding Sundays.

(f) Pickups for bulk waste, special waste and white goods collection from residences and small businesses shall be scheduled on Mondays. Customers desiring the collection of bulk waste or white goods must contact the collector or the City's Customer Service Office to schedule the week prior to the Monday collection.

(g) The Contractor shall provide a bin or can for recyclables. Recyclables shall be collected once per week.

## **Sec. 66-36 - Routes and Schedules.**

- (a) The Contractor shall provide the City Customer Service Office with schedules of residential and small business collection routes and keep such information current at all times.
- (b) A map showing routes and pickup times shall be furnished by Contractor to the City and all citizens requesting such map.
- (c) Notice of schedule changes. In the event of a schedule change, the collector shall notify the City's Customer Service Office and all customers at least 10 days prior to the change. Said notice shall be by one of the following methods:
  - 1. direct mail;
  - 2. door hangers which the City expressly approves in advance for such purpose; or
  - 3. an advertisement prominently displayed in a newspaper of City-wide distribution at least once, but not less than one week prior to the change.
- (d) Emergency schedule change. If, for any reason, beyond the control of the collector, including an act of God, solid waste collection cannot be made according to the established regular schedule, the Collector shall be required to make such collection as soon as possible. The collector shall notify the City Customer Service Office immediately of any necessity for any emergency schedule changes and the temporary schedule which will be followed.

## **Sec. 66-37 – Placement and Preparation for Collection of Solid Waste and Yard Trash**

- (a) All residential solid waste materials for collection shall be placed in an area in or adjacent to the road right of way, but outside the driving surface of the improved road surface of the street, road, alley, or other thoroughfare. It is the intention of this provision that such material for collection be placed outside of the driving surface of the street, but immediately adjacent thereto. Any other points of pick up must be approved by the City and the Contractor
- (b) Residential and small business units shall use garbage cans, unless their volume of solid waste is sufficient that the Contractor requests use of a small dumpster.
- (c) Yard trash shall be placed in garbage containers no greater than 50 pound capacity, or in bundles secured with rope, string, twine, cord, or tape, except that lawn clippings and leaves may be placed in a cardboard box. No such plastic garbage receptacle or bundle shall exceed fifty (50) pounds in weight. No such bundle shall exceed four (4) feet in length and weigh in excess of fifty (50) pounds.

**Sec. 66-38 - City Waste.** The residential collector shall be required, at no charge, collect and dispose of all solid waste from the following City receptacles and facilities:

- (a) All solid waste from City public litter barrels which the City may establish and maintain on the regular routes of the Contractor. The City shall notify the Contractor of the location of all such barrels.
- (b) All solid waste which is properly bagged, bundled, or assembled which result from either public or private efforts pursuant to a municipal beautification project.
- (c) All solid waste from the City's municipal offices at City Hall, Cherokee Park, the Sports Complex, the Library, the Public Works Complex, Bellevue Police Department, Lake Lillian Park, and any future sites.
- (d) All solid waste from annual City celebrations. The City shall place such solid waste in accordance with the requirements set forth herein.
- (e) All solid waste on City property from special events celebrations. The City shall place such solid waste in accordance with the requirements set forth herein and notify the Contractor seven (7) days prior to each special event.
- (f) All screening from the Wastewater Treatment Facility will be material removed or discharged from bar screens and hydro screens located at the City's Wastewater Treatment Facility.
- (g) All sludge from the City wastewater treatment facility.
- (h) All sludge shall be disposed of in an FDEP approved disposal site.
- (i) The schedule for the above described collections of solid waste shall be set forth in the Franchise Agreement between the City and the Contractor.

**Sec. 66-39 – Customer Service**

- (a) *Contractor Office Hours.* The Contractor shall maintain telephone service, with a customer service representative available Monday through Friday, except legal holidays, for handling complaints and requests for bulk or white goods collection.
- (b) *Telephone answering service.* The collector shall be required to maintain a telephone listed in the name in which it does business as collector, and it shall provide a reasonable answering service for those having a need to contact them.
- (c) *Complaints.* All complaints shall be resolved within twenty-four (24) hours or the first working day after receipt of the complaint if the complaint. The Contractor shall

prepare a form or maintain a register, approved by the City, in its local office, of all complaints and the disposition of each. Such records shall be available for the City's inspection at all times during regular business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or the beginning of a weekend, it shall be serviced on the next working day.

### **DIVISION 3. COMMERCIAL COLLECTION FRANCHISES**

#### **Sec. 66-40 - Nonexclusive franchise for collection of commercial; solid waste**

The city is hereby empowered to grant the nonexclusive right, privilege, and/or franchise to operate upon, over and across the streets, alleys, bridges and other public thoroughfares of the city referred to as "City" for the purposes of collection, removing and disposing of solid waste materials from the businesses and other commercial entities located within the city, subject to the terms and conditions of this Chapter.

#### **Sec. 66-41 – Franchise Fee**

- (a) A franchise fee of ten (10%) of all billable services is hereby imposed on all solid waste franchisees (Contractors) within the City. Said franchise fee is payable each month for the nonexclusive franchise right to collect solid waste from commercial establishments in the City.
- (b) The franchisees shall pay to the City, by the tenth of the month, the franchise fee due for the preceding month.
- (c) The franchisees shall provide the City a current, complete and accurate customer list each month with its payment of franchise fees due for the prior month.
- (d) The Contractor shall be required to keep accurate records of customers, routes, wastes collected and charges therefor and the City shall have the right to review those records upon reasonable request.

#### **Sec. 66-43– Dumpsters**

- (a) All dumpsters in the city shall be subject to regular inspection and approval by the City or the Collector, as to usability, capacity and enclosures. It shall be unlawful to open, enter or place material into or take material out of any dumpster without the express written consent of the owner or consignee. Material placed in a dumpster becomes the property of the dumpster owner.
- (b) The placement of hazardous waste, noncombustible waste, appliances, yard waste, tires or building materials into a dumpster or can, or the unsafe overloading of a

dumpster, shall be unlawful. The removal of said unlawful loading of containers shall become the responsibility of the owner or manager of said business. Disposal of such accumulations will be made by special arrangements and charges added onto the customer's monthly bill.

(c) The number of residential units in multifamily residential establishments will determine whether solid waste collection shall be by individual garbage cans or whether bulk pick-up by dumpster is required.

#### **Sec. 66-44 - Point of Collection.**

(a) Dumpsters must be easily accessible for pickup and collection in accordance with the city site plan ordinances. The dumpster shall be placed in the rear of the property whenever possible and when not possible in an area as inconspicuous as possible.

(c) At no time shall a dumpster be placed on the city right-of-way.

#### **66-45 - Collection Vehicles.**

All collectors within the City shall be required to use vehicles that meet the requirements for such vehicles established by the respective health authorities of the State of Florida and Marion County.

**Section 3.** Conflicts. In the event that the provisions of this ordinance are in conflict with any other ordinance, then the provisions of this Ordinance shall prevail.

**Section 4.** Saving Clause. If any section, sentence, provision or phrase of this Ordinance is held to be Invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**BE IT FURTHER ORDAINED** by the City Commission of the City of Belleview, Florida that Sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

**BE IT FURTHER ORDAINED** by the City Commission of the City of Belleview, Florida that this Ordinance shall become effective January 1, 2020.

#### **CERTIFICATE OF ADOPTION AND APPROVAL**

The above and foregoing ordinance was duly read and approved upon First Reading by a \_\_\_\_ to \_\_\_\_ vote of the City Commission of the City of Belleview, Florida, at a Regular Meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2019. Said ordinance was duly read, passed, and adopted upon Final Reading by a \_\_\_\_ to \_\_\_\_ vote of the City Commission

of the City of Belleview, Florida at a Public Hearing held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
CHRISTINE K. DOBKOWSKI  
Mayor/Commissioner

Attest:

\_\_\_\_\_  
Margaret DeGennaro, MMC, CPS  
City Clerk

Approved As To Form And Legality:

\_\_\_\_\_  
FREDERICK E. LANDT, III  
City Attorney