

## MEMORANDUM

Agenda Item # 9

Meeting Date 6-1-2020

**TO:** Max Royle, City Manager

**FROM:** William Tredik, P.E. Public Works Director

**DATE:** June 1, 2020

**SUBJECT:** Ordinance 20-XX, Public Hearing and First Reading, to amend and revise Chapter 10 – Garbage and Trash of the City code

### **DISCUSSION**

Chapter 10, Article II – Solid Waste Non-Ad Valorem Special Assessment of the City Code includes language specific to the current non-ad valorem assessment, and only provides assessment for disposal of solid waste. The new non-ad valorem assessment will include fees for collection and recycling in addition to disposal. Section II of Chapter 10 must therefore be modified to provide for these additional services to be funded through the non-ad valorem assessment.

In addition to the required modifications to Section II of Chapter 10, the following minor changes to Chapter 10 of the City Code provide clarification to the city's solid waste and recycling program. These changes are listed below with their location in the draft ordinance indicated in brackets:

- Added garden trash in the definition of solid waste [Sec. 10-1 par. 22]
- Required waste cart/container areas to meet same placement criteria as dumpsters and commercial trash areas. [Sec. 10-3 (b)]
- Clarification to exclude recycling services to condominium and apartments consisting of 6 or more units. [Sec. 10-4 (d)]
- Clarification to limit recycling to only those commercial service premises for which the city provides solid waste services [Sec. 10-12 (g)]
- Add provision allowing businesses to elect to use private collection services utilizing carts or cans [Sec. 10-13 (c) (6)]
- Restrict commercial construction debris collection and disposal to commercial service premises that receive solid waste collection and disposal services from the city [Sec 10-13 (j)]

### **ACTION REQUESTED**

Hold a public meeting and approve Ordinance 20-XX on first reading.

**ORDINANCE NO: 20-**

**AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, RELATING TO GARBAGE AND TRASH; AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE BEACH, CHAPTER 10, GARBAGE AND TRASH, TO AMEND, REVISE AND RESTATE THE ENTIRE CHAPTER 10 OF THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:**

Section 1. Chapter 10 of the Code of the City of St. Augustine Beach

be, and the same is, hereby amended, revised and restated to read:

**Chapter 10 - GARBAGE AND TRASH**

**ARTICLE I. - IN GENERAL**

**Sec. 10-1. - Definitions.**

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

Commercial service premises means a service premises used primarily for any business or commercial use; and shall include apartment buildings or complexes having more than five (5) dwelling units, condominiums having more than five (5) dwelling units, motels, hotels, transient rentals, and any property owned by any governmental entity.

Commercial trash area means any area used for accumulation of trash generated by any business, whether or not deposited in a container, which area is not enclosed within a building.

Commercial waste receptacle shall mean a wheeled waste cart purchased from the City with a volume between sixty-four (64) and ninety-six (96) gallons

with a hinged lid and integral metal lifting bar designed and/or intended to be placed at the curb by the customer and capable of being manually aligned to the collection truck by the City collector and mechanically dumped using semi-automated equipment.

Construction debris means the debris, generated by construction, remodeling, or demolition of buildings, structures and/or improvements to real property.

Contractor means any person who shall hold a franchise or contract with the city for the collection of any type of solid waste within the city.

Garbage means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in or storage of meats, fish, fowl, fruits or vegetables, and any other matter of any nature whatsoever which is subject to decay and generates noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, and any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

Garbage dumpster means and includes any factory-built, leak proof, steel or aluminum commercial bulk container designed or intended to be mechanically hoisted and dumped into a specially equipped truck. It shall include a roll-off container.

Garden trash means every refuse accumulation of grass or shrubbery cuttings, and other refuse attending the care of lawns, shrubbery, vines, trees and tree limbs.

Hazardous waste means that waste, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly accumulated, transported, disposed of, stored, treated, or otherwise managed. It shall also include "hazardous waste" as such term may be defined from time to time within the Florida Administrative Code in the rules pertaining to hazardous waste, or by federal law, rule or regulation. It shall also include "biohazardous waste", meaning that waste which may cause disease or reasonably may be suspected of harboring pathogenic organisms and shall include but not be limited to waste resulting from the operation of medical and veterinary offices and clinics, hospitals, and other facilities

producing waste which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves. It shall also include "biohazardous waste" as such term may be defined from time to time within the Florida Administrative Code in the rules pertaining to biohazardous waste, or by federal law, rule or regulation.

Improved real property means land within the city upon which there is a building for which a certificate of occupancy has been issued, or upon which there is a building which is or has previously been used or occupied, either for residential or commercial usage, or a combination usage, or upon which any building is located for which application for a certificate of occupancy has been filed with the city.

Land clearing means the removal and disposition of trees, shrubs, or any other objects in order to make land suitable for another activity or improvements. Land clearing shall not mean maintenance removal of trees and shrubs from improved real property.

Mixed use building: A structure containing a mix of commercial and residential uses, one (1) floor devoted for commercial use, the other floor devoted to residential use.

Owner means a person owning, occupying or leasing (not including transient leasees) any premises coming under the terms of this chapter.

Recycling container means a plastic or other city approved receptacle used to separate paper, glass, plastic, cans, bottles, or other materials for the recycling system.

Recyclable material means solid waste such as paper, glass, plastic, cans, bottles, or other materials which are collected separately from other solid waste.

Recycling system means a city approved system of reusing, recovering or treating recyclable material. It shall include city or county sponsored resource recovery projects, solid waste composting projects, solid waste incinerator systems, treatment systems, and/or other such systems and projects as may exist from time to time.

Residential service premises means a service premises used as a residence or dwelling unit by one (1) or more human beings; but shall not include apartment building or complexes having more than five (5) dwelling units,

condominiums having more than five (5) dwelling units, motels and hotels, nor transient rentals.

Rubbish means every accumulation of waste material of a relatively small or light weight nature other than garbage and trash such as, but not necessarily limited to, paper, sweepings, dust, rags, bottles, cans, or other such wastes. Rubbish shall not include special waste, white goods, sludge, construction debris, hazardous waste, and debris from land clearing.

Service premises means improved real property that: (a) generates solid waste, (b) has a street address to which mail is deliverable by the United States Postal Service, and (c) is eligible to receive waste collection service by the city or its contractor according to such additional criteria, if any, as the city commission shall adopt from time to time by ordinance or resolution of the city commission. If a list of service premises is established and approved by resolution of the city commission at any time, then the city manager shall have authority to make additions or deletions to such list according to the requirements contained in Chapter 10 of the City Code and any resolutions of the city commission.

Sludge means any substance that contains any of the waste products or other discharges from a water treatment plant, sewage disposal system facility, septic tank, grease trap, portable toilets and related operations.

Solid waste means garbage, rubbish, sludge, special waste, trash, white goods, hazardous waste, debris from land clearing, garden trash, construction debris, and other discarded or discharged solid or semisolid materials, including but not limited to any debris from any source. It shall also mean wrecked vehicles and boats, and junk of any kind resulting from domestic, residential, commercial, and governmental operations.

Special waste means that waste that requires special management, including lead-acid batteries, tires, waste oil, dead animals, and all other solid waste requiring special management, except the following: garbage, rubbish, trash, white goods, hazardous waste, sludge, debris from land clearing, construction debris, and wrecked vehicles and boats.

Transient Lodging Establishments —Any unit, group of units, dwelling, building, group of buildings within a single complex of buildings, or any similar place, as defined in the City Code, Appendix A – Land Development Regulations, Article II. -Definitions, Section 2.00.00.

Trash means rugs, mattresses, furniture, small appliances, bicycles, tools, automobile parts of a commonly replaceable nature, including but not limited to, spark plugs, brake shoes, filters, hoses, belts, shock absorbers and mufflers, and comparable materials, and garden trash. Trash shall include scraps and other small amounts of building materials, including lumber and other wood products, plaster, wallboard, tile and shingles, and other similar small items wasted in the minor maintenance of the service premises. Trash does not include special waste.

Waste materials means sand, wood, stone, brick, cement, concrete, roofing and other refuse building materials attending the construction, alteration, repair or demolition of buildings or other structures. Also, trees, tree limbs, tree trunks and tree stumps.

Waste receptacle means and includes any light gauge steel, plastic, or galvanized receptacle of a nonabsorbent material, closed at one (1) end and open at the other, furnished with a closely fitted top or lid and two (2) handles and of not more than thirty-two (32) gallons capacity. A waste receptacle may also include a heavy duty, securely tied, plastic bag, not exceeding thirty-two (32) gallons capacity, designed for use as a garbage, rubbish or trash receptacle. It shall not include a garbage dumpster.

Waste cart means a wheeled plastic container with a volume between sixty-four (64) and ninety-six (96) gallons with a hinged lid and integral metal lifting bar, designed and/or intended to be placed at the curb by the customer and capable of being manually aligned to the collection truck by the City collector and mechanically dumped using semi-automated equipment.

White goods means inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

Yard; front, side and rear are defined in section 2.00.00 of Appendix A to the St. Augustine Beach City Code.

## **Sec. 10-2. - Containers-Generally.**

- (a) It shall be the duty of all owners of residences, businesses, professional offices, stores, shops, restaurants, hotels, boarding houses, apartment houses or other establishments in the city, to supply each of such establishments with sufficient waste receptacles or waste carts.
- (b) Waste receptacles or waste carts shall be kept in a place easily accessible and

shall be subject to inspection and approval of condition by the city manager or designee. The city manager or designee shall have the power and right to demand replacements, if, in his opinion, it be necessary in the interest of the health and safety of the people.

- (c) All garbage, rubbish, and trash suitable for containerization shall be deposited in waste receptacles or waste carts marked and placed as from time to time required by the regulation of the city manager, provided that garbage and rubbish shall not be placed together with trash in the same waste receptacle or waste carts. The regulation to be adopted by the city manager will provide for the convenient identification by city garbage and trash drivers and collectors of the ownership of the receptacles or carts.

**Sec. 10-3. - Placement.**

- (a) No waste receptacle, waste cart, garbage dumpster, commercial trash area, or uncontainerized trash, excluding garden trash, shall be kept or maintained upon or adjacent to any public thoroughfare or public sidewalk, parkway, front yard, side yard, or in any place within the view of persons using any public thoroughfare or public sidewalk in the city, except that:
  - (1) Not earlier than 12:00 noon of the day preceding that upon which garbage, rubbish, and containerized trash collections are customarily made from such premises, waste receptacles or waste carts containing such garbage, rubbish or trash shall be placed within five (5) feet of the street or alley for the purpose of permitting the collection of garbage, rubbish, and trash therefrom; such waste receptacles or waste carts shall be permitted to remain in such places only for and during the period of the day upon which such collection was made.
  - (2) No more than twenty-four (24) hours before the day upon which uncontainerized trash collections are customarily made from such premises, trash not contained in a waste receptacle or waste cart, excluding garden trash, shall be deposited within five (5) feet of the street or alley upon the premises of the person by whom such accumulation is made, or where such premises are located upon a used alley, at a point easily accessible to and readily noticeable from such alley for the collection of uncontainerized trash from the premises; such uncontainerized trash shall be permitted to remain in such places only for and during the period of the day upon which such collection was made.
  - (3) Waste receptacles or waste carts placed on commercial property solely for the convenience of customers, and not used for deposit or storage of

garbage, rubbish or trash generated by the business, may be located within the view of persons using the public thoroughfares or public sidewalks.

- (4) Not earlier than 12:00 noon of the day preceding that upon which white goods or special waste collections are customarily made from such premises, such white goods or special waste shall be placed within five (5) feet of the street or alley for the purpose of permitting the collection of the same: such white goods or special waste shall be permitted to remain in such place only for and during the period of the day upon which such collection was made.
  - (5) Any container that is allowed to remain at curbside or roadside at times other than those permitted by this section, and any container other than the assigned cart, that has become damaged or deteriorated, may be impounded by the city. The owner of any such container so impounded shall be notified immediately in writing by the city by mail to the address where picked up or by placing a notice thereof in a conspicuous place on such premises, or both. The owner may redeem such impounded containers within thirty (30) days after the same are impounded by the city by paying the charges as set by resolution of the City Commission. Any container not redeemed within the thirty-day period may be used by the city in any manner as the city may determine in furtherance of the waste control program or may be sold to the highest bidder at a noticed public sale for cash, which cash shall be deposited in the general fund of the city.
- (b) A garbage dumpster, waste cart/container area, or commercial trash area is permissible only if totally blocked from the view of persons using any public thoroughfare or public sidewalk by a building, landscaping or fence. Such fence shall not be less than six (6) feet or more than eight (8) feet in height, measured from ground level. The minimum setback distance for a fence shall be ten (10) feet in the front yard, five (5) feet in the side yard, and five (5) feet in the rear yard. Such fence and any gate must be so constructed as to prevent any trash or its container from being visible to persons using the public thoroughfare or public sidewalks. The maximum space allowable between slats or pickets of a wooden fence or gate is three-quarters ( $\frac{3}{4}$ ) of an inch. The fence may also be constructed of brick or masonry. All fencing shall require a building permit in accordance with the standard building code prior to construction. Other construction materials must be approved by the planning and zoning board. Landscaping must be of sufficient height, width, and density to totally block the view of the garbage dumpster, waste



cart/container area, or commercial trash area from the view of persons using any public thoroughfare, public sidewalk, or adjacent property and must be maintained by the owner of the property. The sufficiency of the fence or landscaping shall be determined by the city building official. The minimum distance from any garbage dumpster, waste cart/container area or commercial trash area shall be fifteen (15) feet from the boundary of any adjacent residential or multi-family zoned property. Dumpster, waste cart/container areas ~~or~~ and commercial trash areas shall be constructed of impervious materials and shall be of sufficient size to fully contain the volume of solid waste generated from a commercial service premises, and to prevent any waste from being transported to outside the enclosure area via wind, water or other natural occurrences. Runoff from dumpsters, waste cart/container areas and commercial trash areas shall be conveyed to on-site stormwater treatment areas and shall not be allowed to leave the site untreated.

- (c) A fence constructed to enclose a garbage dumpster or commercial trash area, with such fence being no greater in circumference than the minimum size necessary to enclose the garbage dumpster or commercial trash area, shall not be subject to the height requirements of section 7.01.03C. of Appendix A to the St. Augustine Beach Code.
- (d) Garbage dumpsters or other trash containers located on property owned by the City or St. Johns County and placed thereon with consent of the city or St. Johns County, shall be exempt from the requirements of this section.
- (e) The owner of the premises upon which, or adjacent to which, a violation of this section occurs shall be responsible for such violation. In the event of a violation of this section, for the first violation in a calendar year the property owner shall receive a written warning, as well as a copy of this ordinance [Ord. No. 01-03]. Subsequent violations shall result in a one hundred dollar (\$100.00) charge for continued trash and garbage service. In all cases, there shall be an additional late charge if the fee is not paid within thirty (30) days of the notice date, or in the event an appeal is filed and denied, within thirty (30) days of the mailing of the denial notice. The late charge shall be ten (10) percent of the amount due. These fees and charges shall constitute a lien on the property. The official records of the city manager shall constitute notice of the pendency of such lien. Notice of the existence of and reason for such a lien shall be mailed to the property owner's last known address and the city manager shall be authorized to record a copy thereof with the Clerk of the Circuit Court of St. Johns County, Florida, in the event that notice of protest shall not be received within thirty days from the date of mailing. In the event of notice of protest is received within such thirty (30) days the city manager

shall schedule the protest for hearing before the city commission for determination of the validity of such lien and furnish the owner with notice of the time and place of hearing. In addition to the fine provided in this section, the general penalty and additional remedies prescribed in section 1-9 of the St. Augustine Beach Code shall apply to any violation of this section.

- (f) This section shall take effect upon its passage. Any garbage dumpster or commercial trash area which is not presently blocked from view in accordance with the requirements of this section shall be brought into compliance within ninety (90) days from passage of this section.

**Sec, 10-4, - Residential waste,**

- (a) The quantities of garbage, rubbish, trash, white goods, and recyclable material which a service premises consisting of a single family residence may place for collection by the city shall be subject to the following maximum limits:

- (1) Once a week pickup of up to four (4) thirty-two (32) gallon waste receptacles of garbage and rubbish with a maximum weight limit of forty (40) pounds per receptacle, or once a week pickup of up to two (2) sixty-four (64) gallon through ninety-six (96) gallon waste carts of garbage and rubbish for once a week pickup.
- (2) Two (2) cubic yards of uncontainerized garden trash with no item over forty (40) pounds or a length greater than four (4) feet, for each once a week pickup. Such waste shall be neatly stacked in an area accessible for collection with no overhead obstructions, not placed on top of storm drains, and/or adjacent to or on top of fire hydrants, mailboxes, electrical transformers or communication risers (pedestals)
- (3) Any quantity of garden trash capable of being placed into a container shall be placed in containers with substantial strength enough to support and hold the weight of the waste, whether by use of cardboard boxes, plastic bags or thirty- two-gallon trash cans, with a maximum weight limit of forty (40) pounds;
- (4) Privately employed tree trimmers, tree surgeons, landscape contractors, lawn maintenance service providers and operators of tree and shrubbery maintenance services and other like services who receive a fee shall remove all trash and debris from the premises on which they are working, including but not limited to, limbs, tree trunks, roots, shrubbery, grass clippings, bulky yard and vegetative wastes and other debris resulting from their work and dispose of it in the proper manner. No lawn trash or grass clippings shall

be left on the paved street abutting the property or on adjacent property. Bulky yard or vegetative waste shall not be placed in carts or bulk refuse containers.

- (5) Two (2) items of white goods for each once a week pickup, provided that no more than ten (10) such items shall be collected in a calendar year; and
  - (6) Two (2) recycling containers holding recyclable material for each once a week pickup.
  - (7) Two (2) cubic yards of residential construction debris or trash, if generated by the home occupant with a valid building permit if such a permit is required, is to be collected from each residential unit once per week. (Construction debris generated by a contractor shall not be collected by the city and the contractor shall be responsible for disposal regardless of whether the waste is residential or commercial.)
- (b) The owner or owners of a residential service premises consisting of two (2) to five (5) dwelling units shall be allowed to place for collection the maximum quantities provided in subsection (a) for each dwelling unit.
- (c) The owner or owners of a residential service premises contained within a mixed-use building may utilize the commercial dumpster or commercial trash area associated with the mixed-use building, upon filing of permission from the commercial services premises in the mixed-use building. When a residential service premises within a mixed-use building elects to utilize the commercial dumpster or commercial trash area associated with the mixed-use building, the residential service premises may request exemption from the solid waste non-ad valorem special assessment, and all solid waste collection and disposal fees for the mixed-use building will be the responsibility of the commercial services premises. The owner or owners of the commercial service premises in the mixed use building must provide a notarized affidavit indicating their authority and agreement to allow the residential services premises within the mixed-use building to utilize the commercial dumpster or commercial trash area on the mixed-use building property.
- (d) Beginning October 1, 2020, the owner or owners of a service premises consisting of a condominium having six (6) or more dwelling units, or of an apartment building having six (6) or more dwelling units, shall not be eligible for solid waste collection and disposal nor recycling services by the city and must secure private collection and disposal services.
- (e) This section does not prohibit an owner from placing for collection garbage,

rubbish, trash, white goods, and recyclable material in excess of the maximum quantities provided under subsection (a) when the city has previously agreed with the owner to collect such excess quantities.

- (f) The city will not collect residential waste contained in a garbage dumpster from any service premises.

**Sec. 10-5. - Prohibited practices.**

- (a) It is unlawful for any person:

- (1) To deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant lot or unoccupied lot, any lake, creek, watercourse, or ditch, within the city, any solid waste or noxious, malodorous, or offensive matter.
- (2) To deposit or place in, or cause to be deposited or placed in, a waste receptacle or waste cart containing garbage or rubbish, any materials other than garbage and rubbish;
- (3) To deposit or place in, or cause to be deposited or placed in, a waste receptacle or waste cart containing trash, any materials other than trash;
- (4) To fail or neglect to keep, or cause to be kept, clean, sanitary, tightly covered, free from vile and noxious odors, and in good state of repair, all waste receptacles and waste carts;
- (5) To use or supply waste receptacles or waste carts other than those defined and provided for in this chapter;
- (6) To deposit any garden trash upon any adjoining lot or premises, whether vacant or improved, occupied or unoccupied, or upon any other lot or premises, storm drain or street, alley or park, or in any canal or waterway, lake or pool.
- (7) To burn any solid waste within the city limits without first obtaining a permit to do so from the City Manager.
- (8) To deposit any hazardous waste as defined by this chapter and/or the Florida Statutes, or special wastes such as tires, lead-acid batteries, waste oil, paint, etc. in any waste receptacle, waste cart or bulk refuse container.
- (9) To dispose of any solid waste not generated within the city limits.

- (b) It is unlawful for any person to permit a violation of subsection (a) to be done.

**Sec. 10-6. - Authority.**

The city commission shall have authority to enter into one (1) or more franchises or contracts with any person or persons for the exclusive or nonexclusive collection, transportation, and disposal of solid waste generated by any premises within the city, and upon such terms and conditions as the city commission may determine to be in the public interest.

**Sec. 10-7. - Investigation-Hearings.**

The city commission shall have the power to investigate the quality of service of contractors, and their compliance with any franchise or contract, or with city, county, state and federal laws, rules, regulations and ordinances, and may hold hearings, and enter such orders pertaining to same as shall be in the public interest.

**Sec. 10-8. - Revocation of contracts.**

- (a) Any franchise or contract issued under this chapter may be revoked by the city commission if the contractor:
- (1) Refuses to comply with any lawful order of the city commission entered after a public hearing that pertains to the franchise or contract, or this chapter or any resolution of the city commission passed pursuant thereto.
  - (2) Charges or collects any rate, fee or charge not provided for in the franchise or contract or in excess of an amount authorized by the city commission.
  - (3) Violates or fails to comply with any provision of the City Code or any resolutions passed pursuant thereto, relating to the collection, transportation, or disposal of solid waste, or violates the provisions of the franchise or contract, or any county, state, or federal law, rule, regulation or ordinance relating to the collection and disposal of solid waste.
  - (4) Fails to submit any report or information required under the franchise or contract.
  - (5) Abandons, fails or refuses to perform the services required under the franchise or contract.

- (b) If the city commission or city manager, deems a contractor to be in violation of its franchise or contract, or in violation of this Chapter 10 or a resolution passed thereunder, the city manager shall notify the contractor by certified mail of the reasons why the contractor is considered to be in violation and shall provide ten (10) days or such other reasonable time for the contractor to comply with the terms of the franchise or contract. Failure by the contractor to comply in the specified time will result in a hearing before the city commission. The contractor shall be given at least ten (10) days prior notice of the hearing. The city commission, at or subsequent to said hearing, may, at its option and for good cause, adopt a resolution terminating the franchise or contract or requiring the contractor within a time certain to perform the tasks necessary to comply with the terms of the franchise or contract. The city commission shall specify the grounds considered by the city commission for its action.
- (c) Notwithstanding the above, if by reason of force majeure, acts of God, or other such catastrophic unavoidable circumstance, a contractor is unable to comply with its obligations under its franchise or contract, such failure shall not be grounds for revocation of the franchise or contract provided that the cause for such noncompliance is capable of being fixed, remedied and corrected within a reasonable time and provided further that the contractor timely commences and proceeds with all actions reasonably necessary to comply with its obligations.

#### **Sec. 10-9. - Appeals.**

Appeals from final orders and decisions rendered by the city commission after hearings as provided in or pursuant to this chapter, shall be by timely certiorari to the circuit court in accordance with applicable Florida Rules of Appellate Procedure.

#### **Sec. 10-10. - Prohibition on garbage collection business.**

It shall be unlawful for any person, not holding a valid franchise, contract, or other authority issued by the city commission, to engage in the business of, or to receive pay or consideration for, the collection of garbage and rubbish generated by residential or commercial service premises within the city.

#### **Sec. 10-11. - Penalty.**

Any person violating any of the provisions of this Chapter 10 shall be

subject to the general penalty provided under section 1-9 of the St. Augustine Beach City Code, in addition to being subject to any penalties provided for under the terms of this Chapter 10. Additionally, and not in lieu of the general penalty, the provisions of sections 10-3, 10-5, and 10-14 of this chapter may be enforced by the building and zoning department before the municipal code enforcement board which is specifically authorized to hear violations of such sections.

**Sec. 10-12. - Recycling containers and recyclable material.**

- (a) Upon the placement of a recycling container holding recyclable material upon the city right-of-way, or at any other location from which collection is customarily made by the city, the recyclable material shall become the property of the city.
- (b) The assignment of a recycling container to a person shall permit such person to use the recycling container only for the holding of recyclable material, and for no other purpose. Upon such assignment, the city shall remain the owner of the recycling container, and the person receiving the recycling container shall be responsible to use the same only in the recycling program, and to return the recycling container to the city upon request. A recycling container shall not be removed by a person from the property to which it has been assigned.
- (c) It is unlawful for any person:
  - (1) To remove material of any kind from any recycling container which is placed upon the city's right-of-way, or at any other location from which the city customarily collects recyclable material, unless such person is an authorized employee or agent of the city doing so as part of the recycling program; or
  - (2) To intentionally misuse, damage, or destroy a recycling container; or
  - (3) To obtain or use, or endeavor to obtain or to use, a recycling container with intent to, either temporarily or permanently:
    - a. Deprive the city thereof; or
    - b. Appropriate a recycling container to his own use or to the use of any person not entitled thereto.
- (d) Nothing in this section shall limit the right of any person to donate, sell, or otherwise dispose of the recyclable material generated by such person.
- (e) The city's building and zoning department shall have the authority to enforce the provisions of this section. This authority shall be in addition to the

authority granted to police officers pursuant to the City Charter and ordinances.

- (f) Any person who violates any of the provisions of this section 10-12 shall be subject to the penalty provided under section 10-11 of the St. Augustine Beach City Code.
- (g) Each commercial service premises for which the city provides solid waste collection and disposal services shall be entitled to a single eighteen (18) gallon recycling container collected once per week. Commercial service premises desiring to recycle beyond the base amount shall be charged the actual costs, including administrative costs, incurred by the city. The number and size of recycling containers in excess of the single eighteen (18) gallon container base shall be established by the commercial service premises prior to October 1 of each year and shall not be altered, except to permanently stop recycling, for the ensuing fiscal year.

#### **Sec. 10-13. - Commercial waste.**

- (a) Every commercial service premises, including but not limited to hotels and motels and transient rentals, shall pay to the city for the collection and disposal of waste collected by the city, or the availability of such service, the service charges provided in this section.
- (b) Commercial services premises which generate, or have historically generated more than an average of ten (10) 32-gallon waste receptacles (or equivalent volume) of solid waste per week will not be eligible for city solid waste collection services and must secure a private hauler for solid waste collection and disposal services, provided the hauler is duly franchised and authorized to collect solid waste within the city.
- (c) Authorized commercial containers; collection.
  - (1) Commercial service premises shall purchase, from the city, waste carts with a volume between sixty-four (64) and ninety-six (96) gallons for use in city solid waste collection. The number / total volume of waste carts to be purchased shall be based upon historic can count information for each commercial services premises. In cases where historic can count information is unavailable, the business owner will coordinate with the public works director to determine the appropriate "starting solid waste volume" based upon similar businesses. Carts purchased from the city will be uniquely identified, and will be picked up during normal solid waste collection schedules without the assessment of additional fees, provided the carts are placed appropriately per Sec. 10-3. – Placement, are in proper working



order, and are not overfilled so that the lids do not completely close. Cart purchase prices will be adjusted annually by the City Manager, based upon actual material and labor costs.

- (2) For the disposal of garbage, rubbish, and trash contained in sixty-four (64) through ninety-six (96) gallon waste carts as designated pursuant to subsection (2) hereof, excluding garden trash, each commercial service premises shall pay a monthly charge for each authorized waste cart purchased from the city. Monthly charges for waste carts will be established by resolution.
- (3) Unauthorized receptacles. Solid waste in unauthorized cans, carts, bags or other containers will be logged and assessed additional pickup fees as established by resolution. The volume of any solid waste collected from unauthorized receptacles will be measured and logged. If a commercial service premises utilizes unauthorized receptacles more than six (6) times in a twelve (12) month period, the commercial service premise will be required to purchase additional waste carts of sufficient volume so as to avoid future solid waste overages. An authorized receptacle which is overstuffed so that the lid does not completely close, or not placed per Sec. 10-3. – Placement, will be deemed an unauthorized receptacle, and will be logged and assessed an additional pickup fee.
- (4) Uncontainerized solid waste. Uncontainerized solid waste will be charged additional pickup fees, depending upon the quantity, volume and type of material collected. A fee schedule for uncontainerized solid waste will be set by resolution.
- (5) Change in commercial solid waste volume. If a business undergoes changes resulting in the reduction of solid waste generation, they may request an adjustment of the mandated number / volume of solid waste carts. The business must submit, in writing, to the City Manager's office, a request for a revaluation of solid waste fee. Upon receipt, the Public Works Department will conduct a random audit of the business's solid waste volume, to determine if a fee reduction is warranted. The random audit will be conducted within a six (6) month period to account for seasonal variation. If it is determined that a fee reduction is warranted, the business must return the appropriate number of waste carts to the city, and the monthly cart fee will be adjusted accordingly. A business may request a reduction of the mandated number / volume of solid waste carts a maximum of once per 12-month time period.
- (6) The owner of a commercial service premises may elect, as provided in subsection (g) hereof, on a form designated by the city manager to exempt the commercial service establishment from collection by the city provided

that thea commercial garbage dumpster, waste receptacle storage area, waste cart storage area or commercial trash area is usedmeets the requirements of Sec. 10-3. Placement (d).

- (c) The quantity of garbage and rubbish which a commercial services premises may place for collection is limited to that which will fit within the business's purchased authorized commercial receptacles. The quantity of trash, white goods and recyclable material which a commercial service premises may place for collection by the city is subject to the same maximum limits provided for a single family residence under subsection 10-4(a).
- (d) This section does not prohibit an owner from placing for collection garbage, rubbish, trash, white goods, and recyclable material in excess of the maximum quantities provided under subsection (c) when the city has previously agreed with the owner to collect such excess quantities. Quantities in excess of the maximum quantities will be assessed an additional pickup fee as set by resolution.
- (e) The city will not collect commercial waste contained in a garbage dumpster from any service premises.
- (f) The service charges provided in subsection (b) shall be due and by the end of the calendar month in which the invoice for such services is rendered and shall be regarded as delinquent thereafter.
- (g) A commercial service premises may be exempted from payment of the service charges upon written notice delivered to the office of the city manager, stating that the owner elects not to receive any waste collection and disposal service from the city, provided the owner furnishes evidence of a contract for dumpster service. It shall be a violation of this Code punishable as provided in section 10-11 hereof to collect dumpster garbage and trash between the hours of 7:00 p.m. of any day and 7:00 a.m. of the ensuing day.
- (h) The city manager is hereby authorized, from time to time, to determine the cost to the city for the utilization of landfills and to promulgate waste disposal service charges for each equivalent container to be charged pursuant to subsection (b) hereof in accordance with such costs. Such charges shall become effective as of the beginning of the next ensuing fiscal quarter after a copy thereof has been furnished to the city commission, unless the city commission shall, by ordinance, provide some other fee or charge or direct that no charge be made.
- (i) Commercial garden trash collection shall be provided to each commercial service premises once per week and be subject to the same rules governing the

collection of uncontainerized and containerized residential garden trash waste. The amount charged by the city for such collection shall be set by resolution.

- (j) Up to Two (2) cubic yards of commercial construction debris per week, if generated by the business occupant with a valid building permit, if such a permit is required, is to be collected from each commercial service premises that receives solid waste collection and disposal services from the city one per week. (Construction debris generated by a contractor shall not be collected by the city and the contractor shall be responsible for disposal regardless of whether the waste is residential or commercial.)
- (k) Collection of garbage and refuse for commercial service premises may be permitted in excess of one (1) day per week on a subscription basis. Commercial service premises shall pay an additional fee for each additional collection day plus the standard disposal costs as required with basic collection services. Commercial service premises may have up to one (1) additional collection days per week, provided an application for such service is made to the city and the city manager or his designee determines the public works department has capacity to provide the additional service. No garbage or refuse will be collected on Wednesdays, weekends or City holidays. Fees for the additional collection services shall be set from time to time by resolution of the city commission.
- (l) In lieu of receiving garbage collection service from the city, commercial service businesses may contract with a private hauler for garbage and refuse collection services provided the hauler is duly franchised and authorized to collect garbage within the city

#### **Sec. 10-14. - Enforcement of payment of service charges.**

- (a) The owner of each service premises shall be liable to the city for the amount of service charges provided by sections 10-4 and 10-13. The city shall bill the owner of the service premises, unless the service premises is leased and the owner guarantees in writing payment of the service charges by the tenant. If the tenant shall fail to pay any service charges billed to him, the tenant and the owner shall be jointly and severally liable to the city for payment of the service charges.
- (b) In the event an owner or tenant of any service premises fails to pay the amount due the city under section 10-4 or 10-13, by the end of the month in which the invoice for commercial waste service is rendered, there shall be

added thereto a late charge of the greater of ten (10) percent of such invoice or five dollars (\$5.00). If such invoice, shall not be paid within thirty (30) days thereafter the amount of such service charges including late fees shall double and if not paid within sixty (60) days the city may enforce the collection of the service charge by imposing a lien on the real property involved by filing a civil action against the owner and/or the tenant for the amount due the city, including the city's attorney's fees in bringing the action, or by ceasing further waste collection service, or by all of said remedies, including enforcement before the local code enforcement board with each day of non-payment constituting a separate violation.

- (c) If the service charge for a service premises is not paid within ninety (90) days after the due date, the city may forthwith impose a lien upon the service premises. The city manager is authorized to file a notice of lien in the official records maintained by the Office of the Clerk of the Court of St. Johns County, Florida. Said notice shall identify the owner of the service premises, describe the property upon which the lien is claimed, and the amount of the lien. The amount of the lien shall be equal to the sum of the service charges past due, costs incident to recording the lien, and the City's attorney fees.
- (d) Any lien described in this section may be enforced and collected as provided by the laws of Florida, or may be enforced in equity in the manner provided by the laws of Florida for the enforcement of mortgage liens. The owner shall be responsible for all attorney's fees and costs incurred by the city in any action to enforce the lien. Such attorney fees and costs shall be added to the amount of the lien.
- (e) If any person pays the service charges after the filing of a notice of lien in the official records, the person shall also pay to the city the fees charged by the office of the clerk of the court for recording the notice of lien and a satisfaction of the lien.

**Sec. 10-15. - Owner to be responsible for compliance with Code.**

Every owner remains liable for violations of responsibilities imposed upon an owner by this article even though an obligation is also imposed on the occupant of the premises and even though the owner has by agreement imposed on the occupant the duty of maintaining the premises or furnishing required refuse containers and collection.

**Secs. 10-16--10-99. - Reserved.**

## **ARTICLE II. - SOLID WASTE NON-AD VALOREM SPECIAL ASSESSMENT**

### **Sec. 10-100. - Need for special assessment.**

The special assessment shall provide for ~~the a comprehensive, coordinated, economical and efficient program for the collection and disposal of solid waste and recyclables and is necessary in order to fund a comprehensive, coordinated, economical and efficient program for the disposal of solid waste~~ within the corporate limits of the City of St. Augustine Beach. In the event ~~that it may be deemed necessary due to changes in the interlocal agreement between St. Johns County and the City of St. Augustine Beach for solid waste disposal services, or other~~ costs pertaining to City's solid waste ~~program~~operations, including collection, disposal and recycling, are found to exceed the revenues generated by the special assessment, the city may expand the assessment and the application of the revenues for such purpose.

### **Sec. 10-101. - Properties subject to the special assessment.**

Within the City of St. Augustine Beach, the levy and collection of the annual special assessment shall apply to all properties within the incorporated area of the City of St. Augustine Beach as legally described in Section 1-2 of Article I of the Charter of the City of St. Augustine Beach and in official documents in the possession of the City Clerk as amended from time to time.

### **Sec. 10-102. - Annual certification.**

- (a) By June 1, 1992, the office of the city manager shall certify to the county property appraiser and county administrator a list of all properties within the city subject to the special assessment at any time after the adoption of this section and prior to the date of certification.
- (b) Annually by June 1 of each year thereafter, the office of the city manager shall certify to the county property appraiser and county administrator a list of all properties within the city subject to the special assessment at any time subsequent to the last annual certification and prior to the date of the then current certification.

- (c) The office of the city manager shall not include in the list under subsections (a) or (b) above any properties subject to the special assessment based on any list prepared by the county property appraiser or the county in accordance with applicable county ordinances or state law.

**Sec. 10-103. - Interlocal agreement.**

The city commission is authorized to enter into an interlocal agreement with St. Johns County in connection herewith.

**Sec. 10-104. - Franchise required for businesses conducting private collection and disposal of commercial, construction and demolition debris.**

- (a) It shall be unlawful for any person or other legal entity not holding a valid and appropriate franchise issued by the city and which allows such person or entity to engage in the business of, or to receive compensation or consideration for, the performance of the following: collecting, hauling or transporting commercial, construction and demolition debris by containerized motor vehicles, roll-offs, compactor containers or dumpsters from any property within the city. These provisions shall not apply to (1) the collection, hauling or transporting of land clearing debris; hazardous, radiological and biohazardous waste; wrecked, scrapped, ruined or dismantled motor vehicles, boats or motor vehicle parts; or garden trash or (2) when the collecting, hauling or transporting of commercial, construction and demolition debris is clearly subordinate and incidental to the services for which compensation is paid.
- (b) The city manager, or his or her designee, may enter into a franchise agreement with qualified applicants for the non-exclusive right to collect and transport commercial, construction and demolition debris from any property within the city limits when the city manager, or his or her designee, has received satisfactory evidence of the following and when the applicant covenants as follows:
  - (1) The application is made in good faith
  - (2) The applicant has the means and resources to carry out the collection and transportation service required by the franchise.
  - (3) The applicant demonstrates the ability to maintain insurance in the form and amount prescribed by the city, including liability coverage, and to indemnify the city.
  - (4) The applicant has complied, or demonstrates its capacity and willingness to comply, with all applicable federal, state and local laws and ordinances,

rules and regulations, including required permitting.

- (5) The applicant demonstrates the ability to provide a bond in the amount of five thousand dollars (\$5,000.00) or other surety for the applicant's faithful payment under this ordinance and the franchise.
  - (6) The applicant shall maintain an office located in St. Johns County.
- (c) The city manager shall prescribe forms for franchise applications, and said forms may require (i) certified copies of all corporate, partnership or other documents reflecting the applicant's owners, shareholders, partners, officers or agents; (ii) bonds; (iii) insurance; (iv) a proposed schedule of rates, fees and charges and (v) any other relevant information deemed necessary to fully advise the city commission of the applicant's qualifications and ability to perform under a franchise agreement. The city manager shall not require submittal of proprietary information if such information is exempt or confidential as defined by the Florida Public Records Act, F.S. Ch. 119.
- (1) Initial application for non-exclusive franchise for the collection, transportation and disposal of construction and demolition debris shall be submitted on a form provided by the city.
  - (2) Any non-exclusive franchise granted shall be for a three (3) year period beginning November 1 and ending October 31st of the third year.
  - (3) Thereafter, renewal applications shall be submitted between July 1 and August 1 of the third year, unless otherwise provided by resolution of the city commission.
  - (4) Failure to submit applications as provided above shall result in a forfeiture of an applicant's ability to obtain a non-exclusive franchise.
- (d) The following franchise fees shall be paid to the city for non-exclusive franchises:
- (1) The franchisee or authorized collector shall pay franchise fees to the city for the privilege of using the public rights-of-way and other thoroughfares of the city for the collection and transportation of construction and demolition debris which originates within the city limits.
  - (2) The franchise fee schedule is as follows:
    - a. The franchisee's fee for commercial, construction and demolition debris shall be equal to ten (10) percent of the franchisee's gross revenue collected for collection, transportation, processing and/or disposal of commercial, construction and demolition debris.

- b. Haulers shall pay three hundred dollars (\$300.00) fee for the term of the franchise and for each subsequent renewal.
- (3) Franchise fees shall be paid to the city on a time schedule as determined in the franchise agreement, or if not provided in the franchise agreement, as determined in writing by the city manager or his or her designee.
- (4) The franchise fee amount or percentage may be amended by resolution of the city commission following public hearing.
- (e) *Regulations applicable to franchise holders.* Non-exclusive franchisees collecting, transporting and/or disposing of commercial, construction and demolition debris shall comply with the following requirements:
  - (1) When collecting, transporting and/or disposing of commercial, construction and demolition debris, each of the franchisee's employees shall wear a company shirt or uniform which shall have the franchisee's name or logo on a conspicuous place.
  - (2) All trucks used by the franchisee for the collection of commercial, construction and demolition debris shall be marked with the name and telephone number of the franchisee in plainly visible letters. Each container placed on a commercial site shall be labeled with the name of the franchisee on the side.
  - (3) All franchisee containers for hauling shall be totally enclosed or securely covered when transporting within the city.
  - (4) All vehicles used by the franchisee for transporting shall be maintained in good, clean and safe operating condition. Each franchisee shall have all vehicles used as part of the franchise agreement inspected at least once a year by a properly licensed professional mechanic and shall provide a written inspection report to the city public works department solid waste division.
  - (5) The franchisee shall provide the city with a current list of vehicles used under the franchise agreement and shall further provide the vehicle identification number and current license plate number of each vehicle.
  - (6) The franchisee immediately shall clean and properly dispose of any waste materials or products dropped or spilled by the franchisee. Upon completion of the clean-up, the franchisee shall timely report to the city solid waste division in writing the location, type of drop or spill and the corrective procedure conducted.
  - (7) All commercial, construction and demolition debris collected by the



franchisee or collector shall be processed or disposed of at a properly permitted or licensed facility.

- (8) For the purpose of verifying the amount of any franchise fee payable to the city pursuant to this ordinance, or for the purpose of verifying the items, reports and information provided by the franchisee pursuant to this ordinance, the city shall have access at all reasonable hours to the franchisee's places of business and its statistical, customer service and other records relating to the accumulation, collection, transportation and disposal of commercial, construction and demolition debris from properties within the city during the preceding year and such other information as the city may require in support of same.
- (9) All reports, audits and payments shall be timely made by each franchisee and failure therein shall be a default in the franchise agreement. Any late payments of franchise fees due under the franchise shall bear interest at the maximum rate allowed by law.
- (f) If the city manager deems a franchisee to be in violation of its franchise agreement, or in violation of this ordinance or resolutions, rules or regulations promulgated hereunder, the city manager shall notify the franchisee by certified mail of the reasons why the franchisee is considered to be in violation and shall provide ten (10) days for the franchisee to review the violation and to comply with the terms of the franchise agreement. Failure by the franchisee to comply in the specified time may result in termination of the franchise.

Section 2. Any Section or Sections of the Code of the City of St.

Augustine Beach not specifically modified herein shall survive in full force and effect and remain unchanged unless a conflict arises in which case this Ordinance shall control.

Section 3. Other than Section 1 hereof, this Ordinance shall not be codified, but a copy of this Ordinance shall be maintained in the offices of the City Manager and the Director of Public Works.

Section 4. This ordinance shall take effect ten days following

passage.

**PASSED** by the City Commission of the City of St. Augustine Beach,  
Florida, upon Second Reading this 3<sup>rd</sup> day of March, 2020.

**CITY COMMISSION OF THE CITY OF  
ST. AUGUSTINE BEACH**

**ATTEST:** \_\_\_\_\_ **By:** \_\_\_\_\_  
City Manager Margaret England, Mayor