

ORDINANCE 16 -17

AN ORDINANCE OF THE CITY OF ALACHUA, FLORIDA: AMENDING AND RESTATING IN TOTAL CHAPTER 30, TITLED SOLID WASTE, OF THE CITY OF ALACHUA CODE OF ORDINANCES, INCLUDING THE REPEALING AND REMOVING OF CHAPTER 30 RELATED ARTICLE II RESIDENTIAL SOLID WASTE, DIVISIONS 1. AND 2. OF APPENDIX A-FRANCHISES, OF THE CITY OF ALACHUA CODE OF ORDINANCES; PROVIDING FOR THE ADOPTION OF SECTION 30-40. COMMERCIAL SERVICES; AMENDING APPENDIX A, FRANCHISES, ARTICLE III, COMMERCIAL SOLID WASTE, OF THE CODE OF ORDINANCES, TO CONTINUE A NON EXCLUSIVE COMMERCIAL FRANCHISE SYSTEM FOR THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM COMMERCIAL PROPERTIES AND CHANGING THE TERM AND PROVIDING FOR AN AUTOMATIC RENEWAL OF A GRANTED FRANCHISE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES AND APPENDICES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CITY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Alachua adopted a “Code of Ordinances, City of Alachua, Florida,” Consisting of Chapters 1-40 on September 27, 2010; and

WHEREAS, Chapter 30, SOLID WASTE, of the City of Alachua Code of Ordinances (City Code) was first adopted in 1967 and there have only been partial amendments in six of the nearly 50 years since;

WHEREAS, there has not been a comprehensive review to bring language, definitions and content of Chapter 30 in compliance with current terms and conditions as set forth in and used in the Current Contract for Collection of Residential refuse and recycling materials;

WHEREAS, the separate Commercial Solid Waste franchise system requires extension by ordinance every two years and a less burdensome process of automatic renewal after the first four years by one year successive terms, unless modified in the future or there is a failure of performance by a franchisee, will reduce costs to both the City and private business ;

WHEREAS, certain sections and language of the Solid Waste code, Chapter 30, are in conflict with and superseded by other sections of the City Code;

WHEREAS, the City Commission, by approval of the third amendment to the existing Residential Solid Waste collection Contract at its regularly scheduled meeting on August 22, 2016, implemented a system including mechanized cart collection and the providing of carts to residential customers at the cost of and through the Contractor;

WHEREAS, implementation of the cart system requires modification of certain language in Chapter 30;

WHEREAS, the current Contract for Residential Solid Waste Collection is included in the Appendix to the City Code. The copy is out of date (without the changes contained in three separate amendments), misleading in its inclusion in the franchise section and, as a Contract concerning daily business matters of the City, not appropriate for inclusion in the codification of City Ordinances;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ALACHUA, FLORIDA.

Section 1. AMENDMENT TO CHAPTER 30 OF CODE OF ORDINANCES

The following sections of Chapter 30 of the City of Alachua Code of Ordinances are hereby restated or amended to read as follows:

SOLID WASTE

ARTICLE I: IN GENERAL

Sec. 30-1. 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:

Agent means a representative of an owner who performs services for the owner with respect to the management or maintenance of real estate of the owner.

Bags means watertight plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 pounds.

Bulky Waste means stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals or stable matter with weights or volumes greater than those allowed for containers.

Construction and Demolition Debris means discarded materials generally considered to be not water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soil, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

- (1) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
- (2) Unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non- treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the co-mingling of wood scraps or pallets with other solid waste.

- (3) De Minimis amounts of other non hazardous waste that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

Container means a receptacle with a capacity of greater than 20 gallons, but not more than 36 gallons, constructed of plastic, metal, or fiberglass, having handles of adequate strength for lifting and having a tight-fitting lid capable of preventing entrance into the container by vermin. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed 40 pounds. A receptacle provided for residents by the city, or its authorized garbage collection contractor, may exceed the less than 36-gallon limit. The city shall provide containers which may have a capacity of 96 gallons for garbage and trash and a separate container of up to 65 gallons for recyclable material collection. *Domestic Animals* shall include any equine or bovine animal, goat, sheep, swine, dog, cat poultry, or other domesticated beast or bird.

Enforcing Official means the City Manager or designee.

Garbage means every 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 the generation of 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, that, due to their faculty to retain water, may serve as breeding places for mosquitoes other water-breeding insects and germs.

Vegetative Garden and or Yard Trash means all accumulations of grass, leaves, shrubbery, vines and trimmings.

Owner means any person who alone, jointly or severally with others, holds legal or equitable title to any real property.

Premises means a lot, plot or parcel of land including all buildings and improvements.

Refuse shall include and mean all garbage, vegetative garden and yard trash, bulky wastes and household trash. .

Stable Matter means all manure and other waste matter normally accumulated in or about a stable or any animal, livestock or poultry enclosure and resulting from the keeping of animals, poultry or livestock.

Trash means ,unless specifically provided to the contrary, accumulations of paper, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are generated by usual housekeeping the operation of stores, offices and other activity.

Sec. 30-2. Prohibited Acts

- (a) It shall be unlawful for any person to deposit effluvia, refuse, byproducts of or decaying animal or vegetable matter, garbage or trash upon any premises of another, public or private, or in any waterway, pit or pool within the City.
- (b) No person shall burn trash, except garden or lawn trash, or garbage within the corporate limits of the City.
- (c) No garbage or trash shall be buried within the corporate limits of the City. This section does not pertain to composting; provided that such composting is conducted in a manner so as not to create a nuisance.
- (d) Stable Matter shall not be placed in containers or otherwise set out for collection as residential solid waste. Stable Matter shall be considered commercial solid waste or disposed of otherwise in a lawful manner.
- (e) No animal carcass shall be disposed of or deposited in a container or otherwise set out for collection by the City provided residential solid waste service,
- (f) No person, other than an authorized contractor or franchise holder, shall remove any solid waste or other materials from any recycling container belonging to another which has been set out for collection for the purpose of recycling.
- (g) No person shall place, or permit another to place, radioactive, volatile, highly flammable, explosive, toxic or hazardous material in any solid waste container or otherwise set out for residential collection or commercial collection "Hazardous Material" that includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency.

Sec. 30-3. Disposal of Bodies of Dead Animals

Any owner, custodian, or person in charge of a domestic animal, upon the death of such animals shall dispose of the carcasses of such animal by burying it at least 2 feet below the surface of the ground owned by such person; provided, however, nothing in this section shall prohibit the disposal of such animal carcasses to rendering companies or animal cremation services licensed to do business in this state.

Sec. 30-4. Reserved

Sec. 30-5. Reserved

Sec. 30-6. Reserved

Sec. 30-7. Reserved.

Sec. 30-8. Consent to inclusion in municipal service benefit unit for a non-ad-valorem special assessment for solid waste management.

(a) *Consent.* Subject to the conditions provided in this section, the City Commission, as the City's governing body, consents to the inclusion of the City in the Municipal Service Benefit Unit for a Non-Ad-Valorem Special Assessment for the provision of solid waste management as stated in County Resolution No. 11-141, adopted on December 13, 2011.

(b) *Conditions.* This consent is granted subject to the following conditions:

- (1) The total assessment in both the incorporated and unincorporated areas of the County does not exceed the maximum amount to be collected from the assessment which is printed on the first class notice distributed by the County, which amount shall provide for collection, disposal, recycling and management of solid waste for the community;
- (2) All residences in the mandatory collection area of the unincorporated area and incorporated areas of the County are assessed equally;
- (3) All nonresidential property in the unincorporated area and incorporated areas of the County are assessed an amount based on factors other than their location in an incorporated or unincorporated area; and
- (4) That the benefit of the programs provided for by this assessment equals or exceeds the amount assessed. This consent does not apply to assessments for collection, disposal or recycling costs other than specifically provided herein.

(c) *Term.* This consent is granted for the assessments to be billed in November of the year 2016 for services rendered from October 1, 2015, through September 30, 2016 and is given in advance for each fiscal year thereafter to serve as and authorize automatic renewal for each succeeding fiscal year unless such request and consent is subsequently withdrawn for any subsequent fiscal year by adopting an ordinance abandoning consent and providing a certified copy of such ordinance to the County prior to May 1 preceding the fiscal year for which consent is being withdrawn. Request and consent shall be irrevocable for any fiscal year in which the subject assessment is levied by the County within the incorporated area.

Secs. 30-9—30-32. Reserved.

ARTICLE II. COLLECTION AND DISPOSAL

Sec. 30-33. Residential service.

- (a) The owner of each residence in the City is required to use the solid waste collection service furnished by the City whether by means of City employees or through independent contractor(s) or franchise(es) and pay the rates and charges established for such services. All such persons shall comply with all requirements of the collector pertaining to garbage containers, placement and similar matters.
- (b) The City Commission here states, confirms and reaffirms the election to provide for the total collection and deposit of all residential refuse, yard trash, and recyclable materials in the City of Alachua by exclusive contract with a qualified provider of such service.

Sec. 30-34. Service charges.

- (a) In order to cover the costs of billing, contract administration, collecting, handling, hauling and disposal of trash, garbage, and recyclable materials the following service charges shall be paid to the City by the owner or occupant of each single-family housing unit:
 - (1) Rates for each single-family residence and each living unit (one pickup per week) shall be as follows:
 - (2) Within the City and outside the Turkey Creek Subdivision, \$20.74;
 - (3) Within the City and inside the Turkey Creek Subdivision, \$21.47.
 - (4) Rates for special service, in addition to those provided for in subsection (a) (1) of this section, shall be charged at the actual cost for the services performed.
- (b) An annual residential refuse rate review shall be conducted during the second quarter of each calendar year, the findings of which shall be reported to the City Commission during the budget process and used as a basis for any residential refuse rate adjustments.

Sec. 30-35. Use and placement of containers.

All residential garbage and trash shall be drained of free liquids stored as accumulated, in watertight bags and placed in covered containers. Such bags, contents, and container(s), except for those provided by City or its Contractor, shall not exceed 40 pounds. Containers of accumulated garbage and household trash shall be placed at the curb or roadside no earlier than 8:00 p.m. on the day preceding the scheduled collection day and, where non-disposable

containers are used, the emptied containers shall be removed from the curbside location not later than 8:00 p.m. of the day of collection. The containers shall be removed and kept, except during the hours herein permitted for the placement of containers for collection, at a location screened by a building, solid fence constructed of wood, masonry, stone, non-reflective metal or similar materials, or opaque evergreen landscaping, to block view of containers from any contiguous property or any public street. It shall be unlawful and punishable as herein provided for any owner or occupant to place, permit the placing of or allow the location of garbage, household trash, or containers in any location or at any time not provided for in this section. Non-disposable or reusable containers intended not to be picked up by the collectors shall be clearly and appropriately identified.

Sec. 30-36. Billing.

The charges for refuse and garbage collection shall be billed by the City and paid monthly. Such charges are to be included on the regular monthly statements for water, wastewater and electric service, if applicable.

Sec. 30-37. Delinquent bills.

In the event a utility bill becomes delinquent, all utility services shall be discontinued, and such services shall not be restored until all required payments are made in full, plus applicable deposits and penalties as may be otherwise provided.

Sec. 30-38. Reserved

Sec. 30-39. Reserved

Sec. 30-40 Commercial Service

- (a) The owner of each commercial property in the City is required to use the solid waste collection service furnished by the City, whether by means of City employees or through independent contractor(s) or franchise(es), and pay the rates and charges established by the City if the service is provided by the City or independent contractor(s) or as negotiated and established between customer(s) and any holder of a nonexclusive franchise granted by City for the provision of containers for, or for the collection from commercial properties.
- (b) The City Commission, by Ordinance 04-15 adopted February 18, 2004, enacted a nonexclusive franchise system for both the provision of containers for and the collection from commercial properties of solid waste and recyclables. The nonexclusive franchise system was established and amended from time to time as set forth in APPENDIX A – FRANCHISES, ARTICLE III. COMMERCIAL SOLID WASTE Division 1, Division 2 of this City of Alachua Code of Ordinances.

Section 2. AMENDMENT TO REMOVE PORTIONS OF APPENDIX A, ARTICLE II OF CODE OF ORDINANCES

Certain legislative history of the City Contract for the Residential Collection and Disposal of Refuse, Yard Trash and Recyclable Materials was, as a part of the City of Alachua September 27, 2010 codification of its Code Of Ordinances, included in Division 1 of Appendix A - Franchises and the original Contract effective December 30, 2008 was included in its entirety as Division 2. The contract is, by definition, an exclusive contract, and not a franchise, for the Residential Collection and Disposal of Refuse, Yard Trash and Recyclable Materials. The Contract has been amended three times to include two extensions. Contract fees for service have been paid since the inception of the agreement and no franchise fees have been paid. Included in the amendments set forth in this Ordinance 16-17 is an amendment to Sec. 30-33 of the City Code wherein the City Commission states, confirms and reaffirms its election to provide for the collection and disposal of all residential refuse, yard trash, and recyclable materials by exclusive contract as set forth in Sec. 30-33 (a). Therefore, Article II, Residential Solid Waste, Divisions 1. and 2. of Appendix A - Franchises, of the Code of Ordinances is amended to read:

APPENDIX A – FRANCHISE

ARTICLE II. RESIDENTIAL SOLID WASTE

RESERVED

Section 3. AMENDMENT TO APPENDIX A, ARTICLE III OF THE CODE OF ORDINANCES TO EXTEND COMMERCIAL SOLID WASTE FRANCHISE TERMS.

The extension of a franchise must be accomplished by an Ordinance and is presently required every two years by the City Code. The process is burdensome, expensive and the public and franchisees will be better served by a more efficient process that retains the public protections included in the current City Code. Accordingly, Appendix A- Franchises, Article III, Commercial Solid Waste, Division 2. Sec. 2 (c) is amended and restated to read:

ARTICLE. III – COMMERCIAL SOLID WASTE

Sec. 2. General Provisions

- (c) The term of each franchise in effect on September 30, 2016 shall be extended from October 1, 2016 to and including September 30, 2020 and action is here taken in advance to serve as and authorize automatic renewal for each succeeding fiscal year unless such automatic renewal is withdrawn for any future fiscal year by the City Commission adopting, by May 1 of any fiscal year, an Ordinance withdrawing and revoking such automatic renewal for the succeeding fiscal year. The term of any franchise granted on or after October 1, 2016 shall be from the date granted for a term consistent with the end of term plus extensions as described herein.

Section 4. Inclusion in the Code

It is the intention of the City Commission of the City of Alachua, Florida, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Alachua,

Florida; that the sections of this ordinance may be renumbered or relettered and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation to accomplish such intention.

Section 5. Repealing Clause

All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 6. Providing for Severability

It is the declared intent of the Alachua City Commission that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

Section 7. Effective Date

This Ordinance shall be effective upon its passage and adoption on the second and final reading.

PASSED on first reading on the 12th day of September, 2016.

PASSED and **DULY ADOPTED**, in regular session, with a quorum present and voting, by the City Commission, upon second reading this 26th, day of September , 2016.

**CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA**

Gib Coerper, Mayor
SEAL

ATTEST:

APPROVED AS TO FORM

Traci L. Gresham, City Manager/Clerk

Marian B. Rush, City Attorney