ORDINANCE NO. 2004-03-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, PROVIDING FOR THE ISSUANCE OF SOLID WASTE FRANCHISE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION; PROVIDING FOR DEFINITIONS; IMPOSING A FRANCHISE FEE FOR COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE COLLECTION ACTIVITIES; AWARDING FRANCHISES TO CERTAIN PERMITTED PRIVATE HAULERS; PROVIDING FOR PENALTIES, SPECIAL ASSESMENT LIEN PRIORITY; PROVIDING FOR REPEALER AND INCLUSION IN THE CODE, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Of Miami Gardens has the authority to require that persons and entities engaging in the business of solid waste collection in the City obtain a franchise from the City and pay solid waste collection franchise fees imposed by the City; and

WHEREAS, the City Council desires to issue such franchises and to impose such franchise fees, as a percentage of gross receipts, as set forth in this Ordinance.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

COMMERCIAL AND MULTI-FAMILY RESIDENTIAL SOLID WASTE FRANCHISE ORDINANCE

Section 1. Designation.

This Ordinance shall be designated and known as the City of Miami Gardens Commercial and Multi-Family Residential Solid Waste Franchise Ordinance. This Ordinance shall be applicable to all private haulers of solid waste that seek to do business within commercial and multi-family residential property's in the City.

Section 2. Definitions.

The following words and phrases, when used in this ordinance, shall have the meanings ascribed to them in this section.

(a) *Biohazardous waste*: Any solid or liquid waste which may present a threat of infections to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharp medical equipment; human blood, blood products and body fluids; and other materials which in the opinion of the Department of Health and Rehabilitative Services represent a significant risk of infection to persons outside the generating facility.

(b) *Biological waste*: Any solid or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazard wastes, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

(c) *Commercial establishment*: Any structure used or constructed for use other than as a residential unit. For purposes of this ordinance, hotels, and motels are commercial establishments.

(d) *Customer*: A person who uses the solid waste or recycling services of a private hauler.

(e) *Franchisee*: The named person who obtains a franchise from the City of Miami Gardens pursuant to this ordinance to provide private hauling services.

(f) *Garbage*: Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking, and detailing in, or storage of, meat, fish, fowl, fruit, flowers, plants, or vegetables, and decay, putrefaction 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.

(g) *Garbage can or* container: Any container made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons and not to exceed thirty gallons approved for use by the City Manager or his designee. The container shall have two handles upon its sides, or a bail by which dirt may be lifted, and shall have a tight fitting solid top.

(h) *Gross receipts*: Gross receipts shall mean the entire amount of fees collected by a franchisee, exclusive of state sales taxes provided by law from any person within the City for garbage, hazardous, industrial, biomedical, biological, or solid waste; construction and demolition, debris, trash, litter refuse, and/or rubbish collection, removal

and disposal. The invoiced resulting from the collection of solid waste from multi-family residential and commercial customers within the City of Miami Gardens.

(i) *Hazardous waste*: Any solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infections 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 transported, disposed of, stored, treated, or otherwise managed.

(j) *Industrial waste*: Any and all debris and waste products generated by manufacturing, food processing (except restaurant), land clearing, any commercial shrubbery or tree cutting, building construction or alteration (except do-it-yourself home projects) and public works type construction projects whether performed by a government unit or by contract.

(k) *Infectious waste*: Those wastes which may cause disease or may reasonably be suspected or harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes 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.

(l) *Multi-family residential establishment*: Any structure other than a residential unit which is used, or constructed for use, as a multiple dwelling facility. Multi-family residential establishments shall include, without limitation, rooming houses, tourist courts, trailer parks, apartment buildings with rental or cooperative apartments, or multiple story condominiums with common means of ingress or egress.

(m) *Performance <u>or Payment</u> bond*: The form of security approved by the CITY and furnished by the franchisee as required as a guarantee that the franchisee will execute the work in accordance the work in accordance with the terms of this chapter and will pay all franchise fee payments due to the City .

(n) *Person*: Any natural person, individual, public or private corporation, firm, partnership, association, joint venture, municipality, or any combination of such, jointly or severally.

(o) *Private hauler*: Any person, entity, corporation or partnership for hire that removes, collects and transports for disposal any solid waste over the streets or public

rights-of-way within the CITY. The qualified and approved private hauler must have the following: a minimum two years of incorporation; operating facility in Miami-Dade County; proven experience servicing a municipal and governmental contract in Miami Dade County; posses a Miami-Dade County Waste Haulers Permit, Miami-Dade County Occupational License.

(p) *Recyclable materials*: Those materials which are capable of being recycled and which would otherwise be processed or disposed of as a solid waste.

(q) *Residential unit*: Any structure which is used, or constructed for use, as a single-family dwelling, duplex, cluster house or townhouse, and which is located on a single lot, parcel or tract of land. For the purposes of this chapter, any condominium structure composed of privately-owned, single family housing units with separate means of ingress or egress and containing no more than two stories shall be considered a residential unit. The term "residential unit" shall not include any multi-family residential establishment, as identified at subsection (e), above.

(r) *Solid waste*: Garbage, trash, litter, yard trash, hazardous waste, construction and demolition debris, industrial waste, or other discarded materials, including solid or contained gaseous materials resulting from domestic, industrial, commercial, mining, agricultural or governmental operations. Solid waste includes, but is not limited to: biohazardous waste, biological waste, garbage, hazardous waste, industrial waste, infectious waste, and recyclable materials.

(s) *Solid waste disposal*: Disposition of solid waste by means of combustion, land filling or other final method of discard.

(t) *CITY manager*: The CITY manager of the CITY of MIAMI GARDENS, Florida or his/her designee.

Section 3. Franchise required by the CITY for solid waste collection.

(a) No private hauler shall remove, collect or transport for disposal from any commercial establishment or multi-family residential establishment in the CITY, solid waste over the streets or public right-of-way located within the CITY without first applying for and receiving the appropriate solid waste franchise from the CITY to carry on such business.

(b) The franchise required by this section shall be in addition to Miami-Dade County Waste Haulers Permit, Miami-Dade County Occupational License. any other permits, registration or occupational license which may be required by federal, state or local law.

(c) Granting of a franchise shall be limited to private haulers holding a valid Miami-Dade County permit.

Section 4. Application for non-exclusive franchise.

(a) Applications for a franchise shall be made to the CITY upon a form prescribed by the CITY manager and shall be accompanied by supporting documents and such other information (collectively "the application") as may be required by the CITY manager. The application shall, at a minimum, include the following information:

(1) The applicant's name, address, and telephone number. In the case of an applicant having more than one office within Miami-Dade County, the applicant shall designate a primary office from which accounts in the CITY will be services, and the address and telephone number of all offices within Miami-Dade County, which are supervisory to the office serving the CITY. The franchisee shall provide, at its own expense, a suitable office located within a close proximity to Miami-Dade county where telephone complaints shall be received, recorded, and handled during normal working hours of each week, and shall provide from prompt handling of emergency complaints along with the special emergency complaints or calls.

(2) Evidence of insurance meeting the minimum requirements set forth in this chapter.

(3) A complete list of the vehicles which will be used to service accounts in the CITY. This list shall include the year, make, model number, and license plate number of each vehicle.

(4) Evidence that proposed franchisee has obtained all required county, state, and federal licenses or permits required to engage in the business of garbage or solid waste collection.

(5) Evidence that the proposed franchise has made arrangements to dispose all garbage and solid waste collected by it outside the CITY limits, in a

facility designed and licensed for the disposal of garbage and solid waste and which meets all requirements of law.

(6) The name, address, business telephone and after regular operating business hours telephone number of one or more responsible managerial employees who may be contacted by the appropriate CITY officials in the event of an emergency.

(7) If the applicant is other than a natural person, sufficient information to identify the shareholders, partners, or other persons holding any legal or beneficial interest in the applicant in the excess of ten percent.

(8) During the initial year of the franchise applicant is required to provide the City with a payment bond in amount not less than $10,000. After the initial year of the franchise, a payment bond or an acceptable alternative in an amount equal to the applicant's previous 12-month franchise fee(s) paid to the city or a minimum of $15,000.00, whichever is greater, as security for any fee(s) due to the city under the franchise agreement(s) with good and sufficient sureties conditioned upon the compliance of the terms of this chapter and such form as the city attorney may require.

(9) The applicant for a new franchise or the applicant for renewal of a franchise shall provide a list of existing customers in the CITY and the service levels.

(b) The application shall include submission of an application fee of $750.00.

(c) Each franchisee shall pay, in addition to the fees imposed by this article, an annual vehicle registration fee which shall be in the amount of $25.00 for each vehicle shown on the list required to be submitted as part of the application.

(d) After receipt of the application and all required fees and documents, the CITY manager shall review the application and shall either deny the application or request additional information from the applicant.

(e) Any and all solid waste collected by a franchisee within the CITY shall be disposed of only at the solid waste disposal facilities approved by the Miami-Dade County Department of Solid Waste Management, the Florida Department of Environmental Regulation, or other governmental regulatory authority.

(f) Each private hauler who currently holds a license in good standing from Miami-Dade County pursuant to section 15-17, of the Miami-Dade County Code of Ordinances, shall be allowed to continue to provide service in the CITY, provided, however, that the private hauler shall submit an application for a CITY franchise within 45 days of the effective date of this chapter.

(g) Any franchise granted by this chapter is non-exclusive, and the CITY reserves the right to award additional franchises or utilize other collection programs for commercial and multi-family residential solid waste.

(h) Nothing in this chapter shall authorize collection of solid waste from residential units in the CITY.

Section 5. Denial, term, transfer and renewal of franchise.

(a) Should the CITY manager deny an application for a franchise, the applicant shall be notified by certified mail no later than 14 days from the date of the denial of the application. The denial or revocation of a franchise by the City Manager may be appealed to the City Council. The notice of appeal shall be filed in writing with the City Manager no later than fourteen (14) days after the receipt of the certified letter advising applicant of the denial or revocation.

(b) A franchise approved pursuant to this chapter shall be valid for a one-year period, coinciding with the CITY's fiscal year. If a franchise is applied for within the midst of the city's fiscal year, the franchise, if obtained, will be valid for the remainder of that fiscal year, provided, however, no discount of the application fee will be provided to the applicant.

(c) A franchise may be renewed from year to year by the CITY manager. Any renewal shall be subject to the same terms and conditions applicable to the issuance of the original franchise. The CITY manager shall charge and collect renewal permit fees at the rates established by the CITY council by resolution.

(d) No franchise for the collection of solid waste issued under the provisions of this chapter may be assigned or transferred. In the event of any change in ownership, or a change of the name of the corporation or partnership, formal notification shall be given to the CITY manager and a new franchise must be applied for and obtained from the CITY, within 30-days of providing notice.

Section 6. Franchisee reporting requirements.

(a) At least annually, or more frequently determined by the CITY manager, each franchisee shall supply the following information to the CITY on a form and in a manner prescribed by the CITY manager

(1) A listing annually, or more frequently if determined by the CITY manager, each franchisee shall supply the following information to the CITY on a form and in the manner prescribed by the CITY manager.

(2) A listing, as of the reporting date, of the names and addresses of customers, and the addresses of each location served. For each customer on the list, the private hauler shall provide the following:

(i) whether the customer served is a multi-family residential or commercial establishment; and
(ii) whether the service provided is solid waste collection, recycling, or a combination of both; and
(iii) a listing of those materials being recycled at each customer location; and
(iv) the name of a customer contact person who can provide additional information regarding the recycling program.

(3) A summary of the number of tons and cubic yards of solid waste collected quarterly from the customer based on scheduled service, as of the reporting date.

(4) A summary of the number of tons and cubic yards recyclable material collected and marketed quarterly.

(5) On or before September 1st, the franchisee shall deliver to the city manager a statement of the franchisee's annual gross receipts generated from accounts within the CITY prepared by an independent certified public accountant reflecting the franchisee's gross receipts within the CITY for the franchisee's preceding fiscal year. The statement should indicate the beginning and end date for the franchisee's fiscal year.

(b) Each private hauler is required to establish and maintain appropriate records, showing in such detail as the CITY manager may prescribe, the amount of monthly solid waste collection and disposal service fee receipts for each of its accounts located in the CITY. All records shall be open to inspection or audit by the CITY

manager, or his designee, during regular business hours, after reasonable notice, to audit, inspect and examine the franchisee's fiscal books and records and tax returns, insofar as they relate to CITY accounts, to confirm the franchisee's compliance with this chapter. The CITY manager is authorized to promulgate additional rules and regulations with respect to the establishment and maintenance of records as the CITY manager deems necessary.

Section 7. Revocation of franchise.

(a) In addition to its other powers pertaining to any franchise, the CITY reserves the power to terminate the franchise upon a finding of the city manager that a franchisee has failed to comply with one or more of the requirements of this chapter.

(b) Prior to making a finding of a violation of this chapter, the CITY manager shall notify the franchisee in writing of the deficiency and provide the franchisee an opportunity to dispute the CITY manager's findings.

(c) Franchisee non-payment of the franchisee fees, or failing to file reports shall be grounds for termination of the franchise, after 10-days prior written notice, without hearing.

(d) Any decision of the CITY manager under this section, with the exception of paragraph (c), may be reviewed upon written request for an appeal by the aggrieved franchisee to the CITY special master.

(e) The special master shall set the date and time for hearing the appeal. The hearing shall be held not less than 14 days, and no more than 60 days after receipt of the notice of appeal. The special master shall either affirm the decision of the CITY manager or direct the CITY manager to issue or reinstate the franchise, with or without conditions.

Section 8. Franchise fee and Permit Fees.

(a) All private haulers operating in the CITY shall pay the following franchise fees to the CITY for the privilege of collecting, removing or disposing of solid waste from commercial or multi-family residential establishments over the streets or public rights of way located within the CITY:

(1) In addition, the franchisee shall pay a franchisee fee to the CITY equal to 17% percent of its monthly total gross receipts for all of its accounts which are located in the CITY.

(2) The franchise fee shall be in addition to any occupational license taxes levied by the CITY upon the franchisee's business activities.

(3) The franchise fee shall be paid to the CITY by the private hauler on a monthly basis. The franchise fee is due on the 15th day of the month succeeding the month for which the franchise fee is being paid.

(4) The franchise fee shall be accompanied by a report to the CITY manager designating the names and addresses of each account of the private hauler located in the CITY that was provided solid waste collection and disposal service for the preceding month. The report shall include the monthly total gross receipts of all such accounts. The report shall be in a format approved by the CITY manager.

(b) If the franchise fee is not paid by the 15th of the month by the private hauler, an additional monthly surcharge, equal to 17% of monthly total gross receipts for the preceding month, shall be payable to the CITY for each month the payment franchise fee is delinquent. Additionally, the franchisee shall pay all the CITY's collection expenses, including court costs and reasonable attorney's fees.

(c) If any audit or examination discloses an underpayment to the CITY greater than 17% of the required payment, in addition to payment of the underpayment, the franchisee shall pay for the expenses of the audit and a penalty equal to three times the underpayment.

(d) Each and every franchisee shall pay a permit per account fee annually of $100.00 for each account with whom they contract for the provision of commercial solid waste services. The City shall provide one color-coded sticker for each dumpster in each account to identify the dumpster. Franchise shall inform the City as to the number of dumpsters associated with each account and shall ensure that a sticker is attached to each dumpster. The franchisee may only pass on an amount not to exceed $48.00 of said permit per account fee to each contracted customers. Said permit per account fee shall not be transferable. The annual period will begin October 1st and end September 30th. Permit per account applications submitted before the 15th of the month will be charged the full amount for the applicable month; those submitted after the 15th will be invoiced in the next month.

(e) Each franchisee utilizing large containers and/or roll-offs shall pay a temporary roll-off/container permit fee, per account, for each container/roll-off utilized to

provide solid waste services requiring such containers. The $50.00 fee shall be for a 90 day period and will be assessed each 90 days the container remains on site.

Section 9. Franchisee service standards.

(a) The franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its services in as good or better condition as it was before being damaged or altered.

(b) All solid waste shall begin no earlier than 6:00 a.m. Collection shall cease no later than 8:00 p.m. In case of an emergency, collection may be permitted at other times provided that the contractor has received prior approval from the CITY manager, to be later evidenced by a written memorandum confirming the approval. Should the franchisee not confirm and obtain in writing the approval to operate on an emergency basis it shall be presumed that the franchisee did not obtain such approval.

(c) All solid waste collected within the CITY shall be transported to an appropriate license dump or transfer or receiving station located outside the CITY limits. No transfer station or the facility for the temporary storage of garbage or solid waste other than the receptacles at the premises serviced shall be permitted within the CITY.

(d) No vehicle used for the collection of solid waste shall be permitted to be parked, stopped, or stored within the CITY except for the time reasonably required to empty garbage or solid waste containers at the premises being served or to comply with traffic laws. The franchisee shall be responsible for the maintenance of all garbage or trash containers or dumpsters in a clean and sanitary manner. All containers used for the storage of solid waste shall be sanitized and otherwise maintained on a regular basis. Each garbage can, dumpster, or other container for the storage of solid waste shall be of such design as to prevent the infestation of the container by insects or vermin.

(e) Equipment shall be kept clean, sanitary, neat in appearance and in good repair at all times. The franchisee shall have on hand at all times sufficient equipment in good working order to permit franchisee to perform its solid waste collection duties fully, adequately, and efficiently. The franchisee shall have available reserve equipment that can be put into service within two hours of any breakdown. The reserve equipment shall be of adequate size and capacity in order for franchisee to perform its contractual duties.

(f) Equipment is to be painted uniformly with the name of the franchisee, business telephone number, and number of the vehicle in letters not less than two inches high on each side of the vehicle. All vehicles shall be numbered and a record shall be

kept of the vehicle to which each number is assigned. No advertising shall be permitted on vehicles, except of events sponsored by the CITY.

(g) All containers used for the purpose of storing garbage shall be emptied not less often than two times weekly, or more often as the CITY manager determines that the public health, safety and welfare requires additional pick-ups. Pick-ups shall be as evenly spaced as possible.

(h) The franchisee shall not litter in the process of making collections. During hauling, all solid waste shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the franchisee, the franchisee shall promptly clean up the litter.

(i) Each franchisee shall be responsible for determining the type of garbage or solid waste generated by its customers and assuring the proper disposal of the solid waste. By way of example, franchisees servicing medical offices or building containing medical offices shall be responsible for assuring that the used bandages, dressing, needles, and the like are disposed in a manner appropriate for such items.

(j) Each franchisee's solid waste collection employee shall wear a uniform shirt bearing the company's name. The franchisee shall furnish to the employee an identifying badge not less than two and a half inches in diameter with numbers and letters at least one inch high, uniform, and type. Employees shall be required to wear the badges while on duty. The franchisee shall keep a record of employee names and numbers assigned.

(k) Each vehicle operator shall, at all times, carry a valid driver's license for the type of vehicle that is being driven.

(l) The franchisee shall assure that its employees serve the public in a courteous, helpful and impartial manner. The franchisee's collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be allowed, nor crossing the property of neighboring premises unless residents or owners of both properties shall have given permission. Care shall be taken to prevent damage to property including, but not limited to, garbage cans, carts, racks, trees, shrubs, flowers and other plants.

(m) Franchisee shall notify all customers in writing about complaint procedures, rates and regulations. A copy of the procedures and any amendments or updates shall be provided to the City Clerk.

(n) Except for servicing of dumpsters and servicing construction sites, a franchisee that contracts for servicing of a property shall provide garbage collection services and all related services required by the property.

(o) Storms and other emergencies. In the event of a storm or emergency requiring mass cleanup operations, franchisee, shall, upon direction of and to the extent indicated by the CITY manager, participate in the clean up of the CITY, and to the extent the franchisee requires a reasonable variance from regular schedules and routes due to the storm.

(p) Franchisee shall provide the CITY with a copy of its proposed street routing. The CITY manager may redirect the franchisee's route due to the CITY's interest to protect the public's health, safety and welfare, and may do so because of the condition of the streets. A franchisee shall not interrupt the regular schedule or quality of service because of street closures less than eight hours in duration. The CITY shall notify the franchisee of street closures of longer duration and arrangements for service will be made in a manner satisfactory to both franchisee and the CITY. Customers shall receive reasonable notification of the schedules provided by the franchisee prior to commencement of service. Notification, material, methods and frequency of delivery shall be approved by the CITY manager. Only local truck routes shall be used in transit, unless specifically for the purpose of collection.

(q) The performance of any act by the CITY or franchisee may be delayed or suspended at any time while, but only so long as, either party is hindered in, or prevented from, performance by acts of nature, war, rebellion, strikes, lockouts, terrorism or any other cause beyond the reasonable control of the affected person.

Section 10. Insurance.

(a) Each franchisee shall maintain not less than the following types and amounts of insurance:

(1) comprehensive general liability	$1,000,000
(2) property damage	$1,000,000
(3) automotive liability	$1,000,000
(4) worker's compensation	statutory requirement
(5) completed operations	$1,000,000

(b) Each policy shall name the CITY as an additional insured and each franchisee shall deliver to the CITY a copy of the certificates of insurance evidencing the existence of the policies. Each certificate shall provide that the CITY will be afforded 30-day prior written notice of cancellation of any of the policies for any reason. The insurance shall only be written by companies rated B+ or higher, according to the most recent issue of Best Insurance Rating Guide. The certificate shall be submitted with a cover letter addressed to the CITY from the franchisee's insurance agent or agents stating that they have read the provisions of this section and that the insurance provided meets the minimum requirements of this section.

(c) The insurance shall contain the following endorsement:

In addition to the coverage stated in the body of the policy, the policy shall indemnify and hold harmless the CITY of MIAMI GARDENS, its officers, agents and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000.00 for each, including costs of investigation, all expenses of litigation, including reasonable attorney's fees and the cost of appeals arising out of any claims or suits because of any and all acts or omission or commission by the franchisee, his agents, servants, or employees, or through the mere existence of the project under contract.

(d) All policies shall be on an occurrence basis rather than a claims-made basis.

(e) The franchisee shall secure and maintain policies of its subcontractors. All policies shall be made available to the CITY upon demand. The franchisee shall be responsible to the CITY for the acts and omissions of any subcontractor or persons employed by them.

Section 11. CITY's right to regulate streets not abrogated.

Nothing in this chapter shall be construed as a surrender by the CITY of its right or power to pass ordinances regulating the use of its streets in accordance with the CITY's police powers or property rights.

Section 12. Enforcement and administrative fines.

(a) Any person who has not strictly complied with the provisions of this Ordinance shall be subject to the enforcement procedures provided in this Ordinance.

(b) Administrative fines shall be imposed in accordance with the following schedule:

(1) Obstructing the code enforcement officer from performing its duties: $500.00;
(2) The placement of containers, garbage, trash, bulky, and/or industrial waste on public rights-of-way: $75.00;
(3) Dumpsters not kept in approved garbage facility: $150.00;
(4) Failure of commercial establishment to have in effect an agreement with a franchised waste hauler for the collection and removal of solid waste/garbage from the premise: $250.00;
(5) Failure to screen container: $50.00;
(6) Insufficient number of approved garbage receptacles: $50.00;
(7) Un-containerized garbage or miscellaneous trash in receptacle area: $75.00;
(8) Unauthorized disposal of garbage or trash or other waste materials consisting of industrial and bulky waste or other waste materials: $500.00;
(9) Disposal of trash or other waste materials placed in right-of-way at other than authorized time: $75.00;
(10) Illegal dumping from a non-motorized vehicle or unknown entity (i.e.: dolly, wagon or wheel barrow): $75.00;
(11) Failure of a refuse collection firm to obtain or maintain a franchise while providing waste collection services. $500.00;
(12) Illegal dumping from an automobile: $75.00;
(13) Illegal dumping from a noncommercial vehicle$250.00;
(14) Illegal dumping from a commercial vehicle $500.00;
(15) Garbage deposited at mini-dump site for bulky waste $150.00;
(16) Use of neighborhood bulky waste transfer station by commercial establishment $500.00;
(17) Impeding, salvaging, and vandalism of bulky waste mini-dump site. $250.00;
(18) Trash not containerized or bundled $75.00;
(19) Unauthorized bulky waste on right of way $75.00;
(20) Garbage not containerized $75.00;
(21) Litter on premises $75.00;

(22) Sunken containers $100.00; and
(23) All other violations$75.00

(c) Fines are due and payable by the violator within 10 days of receipt of the decision of the special master, if appealed. Fines imposed by the CITY, and the cost of any corrective work by the CITY, shall constitute a lien with equal rank and dignity as a special assessment lien.

Section 13. Municipal Collection Service.

Each franchised collection firm shall provide containers and waste collection service to the CITY at the locations and in conformance with the criteria established in this section. The waste collection services for the CITY locations shall be performed at no cost to the CITY and shall be borne equally by the franchised collection firms:

Section 14. Restoration.

The Franchisee agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its services herein in as good or better condition as it was before being damaged or altered.

Section 15. Spillage and Litter.

The Franchisee shall not litter premises in the process of making collection, but shall not be required to collect any waste material that has not been placed in approved containers or in a manner herein provided. During hauling, all solid waste shall be contained, tied or enclosed so that leaking, spilling or blowing are prevented. In the event of spillage by the Franchisee, the Franchisee shall promptly clean up the litter.

Section 16. Repealer.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are repealed.

Section 17. Codification.

This ordinance shall be codified and included in the Code of Ordinances.

Section 18. Severability.

If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

Section 19. **Effective Date.**

This ordinance shall take effect ten (10) days after adoption on second reading.

PASSED on first reading this 28th, day of January, 2004.

PASSED and ADOPTED on second reading this 11th day of Feb., 2004 (as amended).

Shirley Gibson, Mayor

Attest:

Ronetta Taylor, CMC
City Clerk

APPROVED AS TO FORM:
AND LEGAL SUFFICIENCY:

Hans Ottinot
Interim City Attorney

MOVED BY Vice Mayor Campbell
SECONDED BY Councilwoman Watson

VOTE: 7-0

Mayor Gibson	x (Yes)	___(No)
Vice Mayor Campbell	x (Yes)	___(No)
Councilman Melvin L. Bratton	x (Yes)	___(No)
Councilman Oscar Braynon, II	x (Yes)	___(No)
Councilwoman Audrey J. King	x (Yes)	___(No)
Councilwoman Sharon Pritchett	x (Yes)	___(No)
Councilwoman Barbara Watson	x (Yes)	___(No)