

ORDINANCE NO. 00-09-08

AN ORDINANCE OF THE CITY OF MARATHON FLORIDA; PROVIDING FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; PROVIDING DEFINITIONS; PROVIDING FOR MANDATORY AND EXCLUSIVE COLLECTION AND DISPOSAL SERVICES; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR PAYMENT OF FEES AND LIENS FOR NON-PAYMENT OF FEES; REPEALING CONFLICTING PROVISIONS OF THE MONROE COUNTY CODE AS APPLIED TO THE CITY; PROVIDING A PROCEDURE FOR BILLING; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (City) is currently being provided Garbage, Trash and Waste Collection and Disposal Services by Monroe County, Florida (the County) as part of the Monroe County municipal Service District (the District); and

WHEREAS, in accordance with Florida law, upon the date of incorporation the City was automatically excluded from the District; and

WHEREAS, as of October 1, 2000 the City is responsible for providing solid waste collection, transportation and disposal services within the City; and

WHEREAS, pursuant to the City s Municipal Home Rule Authority as designated in Chapter 166, Florida Statutes, Article VIII, Section 2(b) of the Florida Constitution, and the authority granted under Chapter 403, Florida Statutes, the City has the responsibility and the authority to regulate and arrange for the collection and transporting of solid waste generated within the City to an authorized Solid Waste Disposal Facility.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS..

Section 1. Title.

This ordinance shall be cited as City Solid Waste Franchise Ordinance.

Section 2. Definitions.

For the purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

2.1 Bio-hazardous Waste. Any Solid Waste which may present a threat of infection 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 sharps, human blood, and human blood products and body fluids, and other materials which represent a significant risk of infection to persons outside of the generating facility.

2.2 Bulk Trash, Bulk Trash shall mean any non-vegetative large items of various types, which cannot be cut for placement in a Garbage Container. Bulk Trash shall not include White Goods, automobiles and automotive components, internal combustion engines or Construction Debris. Bulk Trash shall include carpeting of any diameter if folded, tied and rolled or bundled and cut in lengths of six (6) feet or less.

2.3 Code. Shall mean the Code of The City of Marathon, Florida, as amended from time to time.

2.4 Collection Services, Shall mean collectively, Solid Waste Collection and Recycling Services as provided for in this Agreement.

2.5 Collection Vehicles. A Boom Truck, Rear Loader Truck, Roll-Off Truck or other vehicle used by MCS to collect or transport Solid Waste or Recyclable Materials. Individually each is a Collection Vehicle.

2.6 Commercial Customer. Any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether

nonprofit or profit-making in nature, including but not limited to, any office buildings, stores, markets, theaters, industrial plants, hospitals or other institutional buildings, but excluding any Single Family or Multi-Family Residential Customers as defined in this section.

2.7 Construction Debris. Shall mean materials generally not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, or roofing material, pipe, gypsum wallboard, and lumber. Construction Debris shall include materials from the construction or destruction of a structure as part of a construction or demolition project., and including rocks, soils, stumps, and other vegetative matter which normally results from land clearing or land development operations for a construction or home improvement project.

2.8 City. City of Marathon, Florida.

2.9 City Manager. The City Manager of The City of Marathon, Florida, or a designee appointed by the City Manager.

2.10 County. Shall mean Monroe County, Florida.

2.11 Day. Shall mean a calendar day.

2.3.2 Fee. The Fees adopted by the City Council, by Resolution, for Single-Family Residential and Multi-Family Residential Collection and Commercial Special and Other collection and disposal of solid waste.

2.13 Franchise Fee. Shall mean the payment by MGS to the City for MGS's use of the City's public streets, roadways and rights-of-way based upon all gross

revenue billed from all sources for all Residential, Commercial and Special Solid Waste Collection Services provided by MGS in the Service Area.

2.14 Garbage. Every refuse accumulation of animal, fruit, vegetable, or organic matter that attends the preparation, use, cooking and dealing in, or storage of, meats, fish, fowl, fruit 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.

2.15 Garbage Container. A container made of galvanized metal, durable plastic or other suitable material of a capacity not to exceed thirty-two (32) gallons or fifty (50) pounds in weight, approved for use by the City Manager. Such container shall have two handles, one on each side, or a bail by which it may be lifted, and shall have a tight fitting solid top.

2.16 Hazardous Waste. Shall mean any materials defined as hazardous waste or hazardous materials under any applicable laws, rules or regulations.

2.17 Holidays. Collectively shall mean Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Individually each is a Holiday.

2.18 Marathon Government Facilities. City Offices and the City Fire Stations, and any other facilities owned or operated by the City.

2.19 MGS. Marathon Garbage Service, Inc.

2.20 Other Collections. Shall mean collectively Emergency Collections, Requested Holiday Collections, and Special Pickups.

2.21 Pickup Point. A location designated by each Residential Customer at curbside or if no curb at the swale area from and to which MGS has unobstructed, safe access at the time of collection.

2.22 Prohibited Waste. Shall mean any Hazardous Waste, Bio-hazardous Waste, or Special Waste. Nothing herein shall be construed to require MGS to pick up Prohibited Waste,

2.23 Recycling Containers. Shall mean a rigid container made of plastic or other suitable substance, as approved by the City Manager, of approximately 14 gallons used to contain Recyclable Materials.

2.24 Recyclable Materials. Shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste such as:

- (a) newspapers, including the normal percentage of rotogravure and colored sections. Phone books, magazines, and any paper other than newspaper are not acceptable.
- (b) aluminum beverage cans, commingled with ferrous food containers (cans should be clean and dry);
- (c) high density polyethylene plastics (HDPE) commingled with polyethylene terephthalate plastics (PET) (beverage containers only; clean and dry with lids removed);

- (d) clear glass (beverage and food containers only; clean and dry with lids removed);
- (e) brown glass (beverage and food containers only; clean and dry with lids removed);
- (f) green glass (beverage and food containers only; clean and dry with lids removed); and
- (g) any other material agreed to by the City Manager and MGS. Recyclable Materials shall not include Prohibited Waste, white office paper, aerosol cans, pharmaceutical glass containers, medical waste containers, pesticide containers or containers originally containing Prohibited Waste.

2.25 Recycling Services. Shall mean the collection, separation, or processing and reuse or return to use in the form of raw materials or products of Recyclable Materials from Customers.

2.26 Regular Schedule. Shall mean the Initial Schedule or any Modified Schedules.

2.27' Single Family Residential Customers. A structure of one (1) dwelling unit designed for permanent residential occupancy.

2.28 Multi-Family Residential Customers. A structure of two (2) or more dwelling units designated for permanent residential occupancy.

2.29 Service Area. All property located within the City's corporate boundaries as defined in the City Charter.

2.30 Solid Waste. Shall mean and includes Garbage, Yard Trash, Bulk Trash, White Goods or other discarded material resulting from normal housekeeping activities, and shall exclude Prohibited Waste.

2.31 Solid Waste Collection Services. Shall mean the collection of Solid Waste for each Residential and Commercial Customer and transportation to and disposal in a Solid Waste Disposal Facility.

2.32 Solid Waste Disposal Facility. Shall mean any properly permitted and licensed Solid Waste management facility which is the final resting place for Solid Waste, including but not limited to, landfills, transfer stations and incineration facilities that produce ash from the process of incinerating municipal Solid Waste.

2.33 Special Waste. Shall mean Solid Waste that requires special handling and management, including, but not limited to, asbestos, whole tires, used tires, used oil, lead-acid batteries, and Bio-hazardous Wastes and shall include items that exceed the size limitation for Yard and Bulk Trash.

2.34 Tipping Fee Shall mean the fee per ton charged at a Solid Waste Disposal Facility.

2.35 White Goods. Includes refrigerators, washing machines, dryers, ranges, water heaters, freezers, air conditioning units, and other similar large appliances.

2.36 Yard Trash. Shall mean vegetative matter resulting from normal yard and landscaping maintenance and shall include materials such as tree and shrub

trimmings, grass clippings, palm fronds or small tree branches that shall not exceed four feet in length and four inches in diameter. Yard Trash shall include Christmas Trees regardless of size. Yard Trash shall be bundled or tied. Grass clippings shall be placed in a Garbage Container, or bundled. No bundle or filled container shall exceed 50 pounds in weight, and no more than six (6) containers or bundles per residential customer shall be collected at one time.

Section 3 Mandatory and Exclusive Collection and Disposal Services.

- a) As of October 1, 2000, it shall be the exclusive function of the City or its designated Franchisee to collect, transport, and dispose of all Solid Waste generated in the City.
- b) The City Manager shall establish the type, frequency, and amount of solid waste collection services through issuance of administrative rules and regulations.
- c) Every Residential Customer within the City, as defined in this Ordinance, shall subscribe for Solid Waste collection and disposal services from the City or its Franchisee. Each Residential Customer is responsible to render payment to the City for such services.
- d) Every Commercial Customer, as defined in this Ordinance, shall subscribe for Solid Waste collection and disposal services from the City or its Franchisee. Each Commercial Customer is responsible to render payment to the City or its Franchisee for such services.

Section 4. Illegal Disposal of Garbage. It shall be unlawful for any person to engage in the commercial collection and disposal of Solid Waste within the City without first obtaining a franchise from the City. It shall be unlawful for any person to engage in the commercial collection and disposal of recyclables from Residential Customers without first obtaining a franchise from the City.

Section 5. Enforcement and Penalty. It shall be unlawful for any person to fail, neglect or refuse to comply with and abide by the provisions of this Ordinance. The performance of each day of any prohibited act or practice or the failure to perform on each day any required act or practice shall constitute a separate offense and shall be punishable as such, Any person who violates any provision of this Ordinance shall, upon conviction, be punished by a fine not to exceed \$500.00, or imprisonment in the County jail not to exceed 60 days, or both such fine and imprisonment. This section shall be subject to enforcement under the Local Government Code Enforcement Act, Florida Statutes, Chapter 162. Enforcement may also be by suit for declaratory, injunctive or other appropriate relief in a court of competent jurisdiction.

Section 6. Service Required.

- a) As of October 1, 2000, all Single Family, Multi-Family Residential Customers and Commercial Customers as defined in this Ordinance, including all residents, occupants, and owners of premises in the City, shall be required to have accumulations of Solid Waste removed and disposed of by the City or it's designated Franchisee and for such

removal and disposal service shall pay to the City or its Franchisee a collection fee for such services based upon the schedule of fees adopted by the City Council by resolution.

- b) At no time shall any person, Single Family and Multi-Family, Residential Customer or Commercial Customer be exempt from the fees.

Section 7. Payment of Fees.

- a) The Fees prescribed for Single Family and Multi-Family Residential Customers are payable in advance regardless of occupancy.
- b) Where auxiliary or separate living units exist upon property otherwise residential in character, such as garage apartments and such auxiliary or separate living units are occupied by persons paying rent therefore and who are not servants, members or guests of the family occupying the principal residence on the premises, a separate collection fee shall be due and payable for each such auxiliary or additional living unit.
- c) The collection fees charged shall be inclusive, and no discounts shall be allowed for early or advance payments.

Section 8. Annual Payment of Fees/Debt Declared/Lien.

- a) The Fees for Single Family and Multi-Family Residential Customers are payable annually and shall be due and payable no later than the due date indicated upon such bill of the City or such third party as may be contracted by the City to provide billing services.

b) The annual fee shall cover service from October 1 through September 30 of each year.

c) If the amount of solid waste charges shown on the bill are not paid as of the due date of said bill, a five percent (5%), per month, late payment charge shall be added to the amount due. Unpaid balances of customers for such charges and late charges shall be subject to an interest charge at the rate of one-half of one percent per month. Imposition of said interest charge shall commence for any delinquency existing 30 days after the past due date and continue to accrue until all charges are paid.

d) Solid Waste and late charges, together with any interest charges, shall be debts due and owing to the City and such debts shall be recoverable by the City or its assignee, in any court of competent jurisdiction. All charges, late charges, and interest accruing thereupon for service rendered by the City to any property which remain unpaid 30 days after the past due date of the charges shall become subject to imposition of a lien against and upon the real property to which such service has been furnished to the same extent and character as a lien for a special assessment.

e) An administrative fee of ten percent (10%) of the unpaid service charges shall be imposed upon any delinquent account for which a lien is filed. Once such lien is filed by the City in the Official Records, and until fully paid and discharged, said charges, late charges, administrative fees, and interest accrued thereupon shall be, remain, and constitute a

special assessment lien equal in rank and dignity to all other liens, encumbrances, titles, and claims in, to or against the real property served, from and after the date said charges become a lien as set forth in this paragraph.

- f) Said liens may be enforced and satisfied by the City, pursuant to Chapter 173, Florida Statutes, as amended from time to time, or by any other method permitted by law. The lien provided for herein shall not be deemed to be in lieu of any other legal remedies for payment available to the City.

Section 9. Schedule of Fees. Fees due and payable to the City or its Franchisee for services rendered in the collection and disposal of Solid Waste shall be at rates established by the City Council by Resolution.

- a) *Rate Changes.* Rates may be amended by Resolution.

Section 10. Receipt Upon Payment. Upon payment of the collection fees prescribed in this section, the City Manager shall issue a receipt evidencing the payment of such fees for the current period for which such fees were paid.

Section 11. Hauler Requirements. Unless provided for by separate agreement, the following requirements shall apply to the Hauler.

- a) Haulers shall at all times maintain in full force and effect Employers Liability, Workers Compensation, Public Liability and Property Damage insurance with limits of liability consistent with the schedule of insurance attached hereto as Exhibit A and incorporated by reference as if fully set forth

herein. The hauler shall provide certificates of insurance listing the City of Marathon as an additional insured.

b) The Hauler will indemnify and save harmless the City, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney s fees to the extent resulting from a willful or negligent act or omission of the Hauler, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Hauler shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney s fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees. For purposes of this section, Hauler shall not be construed to be an agent of the City.

Section 12. Repeal of Conflicting Provision. Any Sections of of the Monroe County Code, pertaining to the collection and disposal of solid waste that may be applicable to the City, that conflict with the provisions of this Ordinance are hereby repealed.

Section 13. Severability. The provisions of this Ordinance are declared to be severable if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 14. Inclusion in the Code. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the code of the City of Marathon, Florida, that the sections of the Ordinance may be renumbered or relettered to accomplish to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 15. Effective date.

This ordinance shall become effective upon adoption on second reading. The foregoing ordinance was offered by Council member Robert Miller who moved its adoption on first reading. The motion was seconded by Council member Randy Mearns, and upon being put to a vote, the vote was as follows:


Mayor Robert Miller	<u>yes</u>
Vice Mayor John Bartus	<u>yes</u>
Councilman Frank Greenman	<u>yes</u>
Councilman Jon Johnson	<u>yes</u>
Councilman Randy Mearns	<u>yes</u>

The foregoing ordinance was offered by Council member Jon Johnson who moved its adoption on first reading. The motion was seconded by Council member John Bartus, and upon being put to a vote, the vote was as follows:

Mayor Robert Miller	<u>yes</u>
Vice Mayor John Bartus	<u>yes</u>
Councilman Frank Greenman	<u>yes</u>
Councilman Jon Johnson	<u>yes</u>
Councilman Randy Mearns	<u>yes</u>

PASSED on first reading September 13, 2000.

PASSED AND ADOPTED on second reading Sept. 26, 2000.



ROBERT MILLER, MAYOR

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY



CITY CLERK



CITY ATTORNEY

EXHIBIT A

Hauler shall carry the following types of insurance in at least the limits specified below:

COVERAGES	LIMITS OF LIABILITY
Workmen s Compensation	Statutory
Employer s Liability	\$3,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$3,000,000 each occurrence
Property Damage Liability Except Automobile	\$3,500,000 each occurrence
Automobile Bodily Injury and Property Damage Liability	\$3,500,000 each occurrence
Excess Umbrella Liability	\$7,500,6900 each occurrence

The City shall be listed as an additional insured on said policies. To the extent permitted by law, all or any part of any required insurance coverage s may be provided under a plan or plans of self-insurance. The coverage s may be provided by the Hauler s parent corporation subject to approval of the City Manager and/or in accordance with Florida Statutes. The certificates shall contain the following express obligations:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

Rates Eff. Oct 1, 2000

CAN PICK-UP SCHEDULE

NUMBER OF PICK-UPS PER WEEK

No. of Cans	Rate Element	2	3	4	5	6
2	Collection	13.52	20.30	26.98	33.76	40.55
	Disposal	18.10	27.10	36.15	45.20	54.25
	Recycling	0.00	0.00	0.00	0.00	0.00
	Total	31.62	57.40	63.13	78.96	94.80
3	Collection	20.30	30.48	40.55	50.67	60.84
	Disposal	27.10	40.63	54.25	67.80	91.35
	Recycling	0.00	0.00'	0.00	0.00	0.00
	Total	47.40	71.13	94.80	118.47	142.19
4	Collection	26.98	40.55	54.06	67.58	81.09
	Disposal	36.15	54.25	72.30	90.40	108.45
	Recycling	0.00	0.00	0.00	0.00	0.00
	Total	63.13	94.80	126.36	157.98	189.54
5	Collection	33.76	50.67	67.58	84.54	101.39
	Disposal	45.20	67.80	90.40	112.95	135.55
	Recycling	0.00	0.00	0.00	0.00	0.00
	Total	78.96	118.47	157.98	197.49	236.94
6	Collection	40.55	60.84	81.09	101.39	121.69
	Disposal	54.25	81.35	108.45	135.55	162.70
	Recycling	0.00	0.00	0.00	0.00	0.00
	Total	94.80	142.19	189.54	236.94	284.39

Based on 32 Gal Cans

EXTRA TRASH PER YARD \$19.45
 CHARGE FOR EXTRA CANS \$3.80 FOR 1ST 263.30 EA. ADD'L
COMPACTOR COLLECTION RATE \$249.00
ROLL-OFF COLLECTION RATE \$165.00
ROLL-OFF MAINTENANCE FEE \$2.20 PER DAY
ROLL-OFF DISPOSAL RATE \$65.00 PER TON

EXHIBIT 'A'

Rates Eff. Oct 1,2000

CITY OF MARATHON

RESIDENTIAL GARBAGE AND RECYCLING RATES

- Single Family -	\$292.00
- Multi-Family -	\$208.00

Rates Eff. Oct 1, 2000

MARATHON GARBAGE SERVICE
CONTAINERIZED PICK-UP SCHEDULE

NUMBER OF PICK-UPS PER WEEK

CONTAINER SIZE	RATE ELEMENT	1	2	3	4	5	6
1YD	COLLECTION	33.97	57.13	80.30	102.08	124.34	146.65
	DISPOSAL	28.60	57.20	85.80	114.40	143.00	171.60
	RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	62.57	114.33	166.10	216.48	267.34	318.25
2YD	COLLECTION	57.13	102.08	146.65	191.12	233.94	276.71
	DISPOSAL	57.20	114.40	171.60	228.80	286.00	343.20
	RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	114.33	216.48	318.25	419.92	519.94	619.91
4YD	COLLECTION	102.08	191.12	276.71	362.31	447.90	533.45
	DISPOSAL	114.40	228.80	343.20	457.60	572.00	686.40
	RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	216.48	419.92	619.91	819.91	1019.90	1219.85
6YD	COLLECTION	146.65	276.71	405.03	533.45	661.81	790.18
	DISPOSAL	171.60	343.20	514.80	686.40	858.00	1029.60
	RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	318.25	619.91	919.83	1219.85	1519.81	1819.78
8YD	COLLECTION	191.12	362.31	533.45	704.53	875.72	1046.80
	DISPOSAL	228.80	457.60	686.40	915.20	1144.00	1372.80
	RECYCLING	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL	419.92	819.91	1219.85	1619.73	2019.72	2419.60

FOR YARD TRASH OR GARBAGE IN A ROLL OFF UNIT THE CHARGE WILL BE BY THE YARD.
6.60 per yard

MINIMUM PICK UP CHARGE \$60.00

Residential Rate \$12.52

\$5.03 per yd Collection

SPECIAL PICK UP240.25 per hour

CLAM SHELL\$165.05 + 29.00 per man

ONE TIME SET UP FEE FOR REGULAR DUMPSTERS \$29.95

SET UP FEE FOR ROLL OFF \$57.00

MAINTENANCE FEES

SIZE	RATE
1yd	12.75
2yd	14.50
4yd	16.50
6yd	18.30
8yd	20.15

1X Dump on 1yd	\$49.40 (INCLUDES SET FEE)
2yd	68.85
4yd	107.75
6yd	146.65
8yd	185.55

+ \$19.45 per yd ea. Add'l Dump