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**AGENDA ITEM
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

7/18/2017

BCC MEETING DATE

TO: Michael D. Wanchick, County Administrator **DATE:** June 26, 2017

FROM: Greg Caldwell, Assistant Public Works Director **PHONE:** 904 209-0132

SUBJECT OR TITLE: First Reading of the Amended and Restated Solid Waste Ordinance

AGENDA TYPE: Business Item, Ordinance

BACKGROUND INFORMATION:

The various St. Johns County ("County") ordinances on the management, collection, and disposal of Solid Waste and Recyclable Materials were last comprehensively reviewed and revised in 1999, which resulted in the adoption of the consolidated Solid Waste Ordinance, Ord. No. 1999-27. The Solid Waste Ordinance has since been amended and further updated, including in Ord. No. 2006-98, leading again to multiple operative ordinances in the area of solid waste. The Solid Waste Department, meanwhile, continues to monitor developments in the relevant statutes and regulations and to identify efficiencies and other practical considerations that require further revision of the Solid Waste Ordinance. To eliminate the patchwork of ordinances relating to solid waste, staff proposes that the Board adopt an ordinance that would address the statutory and practical considerations and serve as the comprehensive Solid Waste Ordinance. This proposed ordinance would regulate the management, collection, and disposal of Solid Waste and Recyclable Materials within St. Johns County, including solid waste collection franchises, harmonize the conflicting language and requirements of the existing solid waste ordinances, and update guidelines and standards. The proposed ordinance, including any revisions the Board may direct staff to make at this July 18, 2017 meeting, will be presented for second reading and potential adoption by the Board at a future meeting.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No
IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:
INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

No Board Action is required for this item.

For Administration Use Only:
Legal: BB 6/30/2017 **OMB:** JDD 7/5/2017 **Admin:** DML 7/5/2017

ST. JOHNS COUNTY SOLID WASTE ORDINANCE

Ordinance No. 2017-_____

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AN AMENDED AND RESTATED ORDINANCE OF ST. JOHNS COUNTY, FLORIDA, RELATING TO SOLID WASTE AND RECYCLABLE MATERIALS MANAGEMENT, COLLECTION, AND DISPOSAL AND ASSOCIATED REQUIREMENTS; PROVIDING A TITLE AND FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE APPLICABILITY OF THE SOLID WASTE ORDINANCE; PROVIDING FOR FRANCHISES FOR SOLID WASTE COLLECTION BUSINESSES; PROVIDING EXEMPTIONS FROM THE FRANCHISE REQUIREMENTS; PROVIDING FOR THE GRANT OF FRANCHISES AND PERMITS; PROVIDING REGULATIONS APPLICABLE TO FRANCHISEES; PROVIDING FOR FRANCHISE FEES; PROVIDING FOR THE REVOCATION OF FRANCHISES; PROVIDING FOR PERMITS TO COLLECT, HAUL, OR DISPOSE OF SOLID WASTE; PROVIDING FOR WASTE RECEPTACLES; PROVIDING FOR THE STORAGE OF CONSTRUCTION AND DEMOLITION DEBRIS; PROVIDING FOR THE TRANSPORTATION OF SOLID WASTE AND RECYCLABLE MATERIALS; PROVIDING FOR THE MANAGEMENT AND DISPOSAL OF SOLID WASTE; PROVIDING FOR HAZARDOUS, RADIOLOGICAL, AND BIOMEDICAL WASTE; PROVIDING FOR MUNICIPAL SERVICE BENEFIT UNITS; PROVIDING FOR SPECIAL ASSESSMENTS FOR THE COLLECTION, DISPOSAL, AND RECYCLING OF RESIDENTIAL WASTE; PROVIDING FOR COUNTY WASTE DISPOSAL FEES; PROVIDING FOR VARIANCES AND WAIVERS; PROVIDING FOR SOLID WASTE RULES; PROVIDING FOR APPEALS; PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR CONFLICTS WITH OTHER ORDINANCES; PROVIDING FOR EFFECTS ON EXISTING FRANCHISES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ST. JOHNS COUNTY ORDINANCES 89-20, 92-14, 94-07, 94-47, 94-60, 97-37, 99-27, AND 06-98; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 125.01(1), Florida Statutes, provides that the “governing body of a county shall have the power to carry on county government,” including but not limited to the power to “[p]rovide and regulate waste and sewage collection and disposal” and the power to “[a]dopt ordinances and resolutions necessary for the exercise of its powers . . .”; and

WHEREAS, Section 403.706(1), Florida Statutes, provides that “[t]he governing body of a county has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the county”; and

WHEREAS, pursuant to Article VIII, section 1, Florida Constitution, sections 125.01 and 125.66, Florida Statutes, St. Johns County has all powers of local self-government to perform county functions and to render county and municipal services in a manner not inconsistent with law and such power may be exercised by the enactment of county ordinances; and

WHEREAS, the Board of County Commissioners of St. Johns County has enacted ordinances concerning the collection, management, recycling, and disposal of Solid Waste and Recyclable Materials; and

WHEREAS, the Board now wishes to amend and restate the provisions of the County Code concerning Solid Waste and Recyclable Materials; and

WHEREAS, the Board intends to accomplish its goal by adopting an updated ordinance concerning Solid Waste and Recyclable Materials, and then repealing the County's outdated ordinances; and

WHEREAS, the Board finds that the amended and restated ordinance for Solid Waste and Recyclable Materials set forth below promotes the public health, safety, and welfare and thus is in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

SECTION 1. TITLE AND FINDINGS OF FACT

- A. This Ordinance shall be known as the St. Johns County Solid Waste Ordinance.
- B. The Board of County Commissioners of St. Johns County, Florida, hereby finds, determines, and declares:
 - (1) It is necessary to regulate the accumulation, collection, removal, transfer and disposal of Solid Waste within the unincorporated areas and participating municipalities of St. Johns County in order to protect the health, safety, and welfare of the citizens of the County;
 - (2) The County has constructed Solid Waste Management Facilities and implemented programs for the collection, recycling, and disposal of Solid Waste and Recyclable Materials;
 - (3) The County's facilities and programs are designed to promote recycling, eliminate illegal dumping, and ensure the environmentally-sound management of Solid Waste and Recyclable Materials;
 - (4) The existence of a Building, Dwelling Unit, Habitat, or similar improvement on Non-Exempt Residential Property indicates such property generates Solid Waste and Recyclable Materials or is capable of generating Solid Waste and Recyclable Materials. The County has provided and will continue to provide Solid Waste and Recyclable

Materials collection and disposal, services, facilities, and programs to such Non-Exempt Residential Properties within the MSBU;

- (5) Each parcel of Non-Exempt Residential Property receives a real, substantial, and special benefit when the County provides Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for the use of such property;
- (6) An appropriate method of managing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to Non-Exempt Residential Property is through the continued imposition of a non-ad valorem assessment to fund the provision of such services, facilities, and programs to those properties within the MSBU;
- (7) The Special Assessments provide a means whereby all benefitted Non-Exempt Residential Property pays its fair share of the County's Solid Waste Cost, which includes the costs of providing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for the use of such Non-Exempt Residential Property;
- (8) The imposition of annual solid waste assessments is an equitable and efficient method of allocating and apportioning the County's costs for Solid Waste Management Facilities, programs, and services among the parcels of Non-Exempt Residential Property that benefit from the County's Solid Waste facilities, programs, and services;
- (9) The Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs furnished or made available by the County provide a special benefit and possess a logical relationship to the use and enjoyment of Non-Exempt Residential Property because they: (a) enable the owners and occupants of Non-Exempt Residential Property to properly, safely, and cost-effectively provide for the collection, recycling, and disposal of the Solid Waste and Recyclable Materials generated on such property; (b) provide better service to the owners and occupants of such property; (c) enhance the environmentally-responsible use of such

property; (d) protect the property values of Non-Exempt Residential Property; and (e) protect the health, safety, and welfare of the owners and occupants of Non-Exempt Residential Property;

- (10) The provision of comprehensive Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs furnished by or through the County to Non-Exempt Residential Property enhances and strengthens the relationship of such facilities, services, and programs to the use and enjoyment of the Non-Exempt Residential Property within the MSBU;
- (11) The size and value of Non-Exempt Residential Property does not determine the scope and cost of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to be provided to such property. Rather, each Dwelling Unit is reasonably expected to annually generate a similar amount of Solid Waste and Recyclable Materials, which the County's Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs must be available to manage;
- (12) Accordingly, apportioning the Solid Waste Cost to Non-Exempt Residential Property within the MSBU on a per Dwelling Unit basis is a fair and reasonable method of apportioning the Solid Waste Costs because the use of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs is driven by the existence of Dwelling Units, the average occupant population of said Dwelling Units, and the amount of waste that is generated each year by said Dwelling Units;
- (13) The County provides and budgets for adequate Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to comply with state mandates, permit requirements, and existing environmental laws;
- (14) Given the widely varying Solid Waste generation rates and collection procedures for Commercial Property and for certain exempt classes of

Residential Property, it is not practicable or appropriate to impose the Special Assessments on the owners and occupants of such properties;

- (15) The fees, charges, and non-ad valorem Special Assessments authorized and levied pursuant to this Ordinance are necessary to enable the County to provide Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs for Non-Exempt Residential Property, including properties within the unincorporated areas of the County and properties within the incorporated areas of the participating municipalities located within the County's boundaries, and are not levied or charged for the purpose of raising general revenue, but will be used solely to pay the costs and debt service incurred by the County to provide the Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to such to Non-Exempt Residential Property;
- (16) The areas provided with Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs by the County and subject to the Special Assessments may include incorporated areas provided these incorporated municipalities consent to such inclusion by passage of an ordinance;
- (17) The Special Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.
- (18) The Special Assessments to be imposed pursuant to this Ordinance are imposed by the Board, not the Property Appraiser or Tax Collector, and therefore the duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.
- (19) It is desirable to alleviate the potential economic burden of the Special Assessments on those individuals that are unable to pay the Special Assessments without suffering serious financial hardship;

- (20) A public purpose is served when the Special Assessments for Non-Exempt Residential Property are paid from the County's general revenue fund in those instances where the Board concludes that the owner of the Non-Exempt Residential Property would suffer serious financial hardship if required to pay the Special Assessments;
- (21) Indiscriminate littering and illegal dumping of solid or liquid wastes are harmful to the environment and a blight on the landscape; and
- (22) The County's use of Franchises under this Ordinance is intended to continue and enhance the Franchise (licensing) program that has been in effect in the County for many years (i.e., prior to May 1, 1998).

SECTION 2. DEFINITIONS AND INTERPRETATION

A. When used in this Ordinance, the following words and terms shall have the meanings set forth below:

“Annual Assessment Resolution” means the resolution described in Section 17, below, approving the rate of the Special Assessments and approving an Assessment Roll for a specific Fiscal Year.

“Assessment Roll” means the Special Assessments roll relating to the Special Assessments approved by an Annual Assessment Resolution pursuant to Section 17, below.

“Biomedical Waste” means any solid waste or liquid waste that may present a threat of infection to humans. The term includes, but is not limited to, nonliquid human tissue and body parts; laboratory and veterinary waste that contains human-disease-causing agents; discarded disposable sharps; human blood and human blood products and body fluids; and other materials that in the opinion of the Florida Department of Health represent a significant risk of infection to persons outside the generating facility. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

“Board” means the Board of County Commissioners of St. Johns County, Florida.

“Building” means any Structure, either temporary or permanent, having a roof impervious to weather and used or built for the shelter or enclosure of persons, animals, chattels, or property of any kind. This definition shall include tents, awnings, cabanas, or vehicles

situated on private property and serving in any way the function of a Building, but does not included screened enclosures not having a roof impervious to weather.

“Bulky Waste” means any large discarded item that is generated by normal housekeeping activities on Residential Property, but cannot be placed in a Garbage Can or Garbage Cart because of the item’s size, shape, or weight. Bulky Waste includes sofas, furniture, mattresses, and White Goods. Bulky Waste does not include Construction and Demolition Debris, Yard Waste, or Land Clearing Debris.

“Clerk” means the Clerk of the Board.

“Collection Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBU to fund the Solid Waste Cost of providing, operating, and maintaining the collection services, programs, and facilities that are used for Residential Waste and made available for the use of such Non-Exempt Residential Property.

“Commercial Customer” means each Franchisee, each municipality engaged in the collection of Commercial Waste, and each business within the County, respectively, that disposes of Solid Waste at a County Landfill.

“Commercial Property” means real property that is located within the MSBU, but not classified as Residential Property. Commercial Property includes but is not limited to property used primarily for: (1) commercial purposes, such as offices, hotels, motels, stores, restaurants, theaters, and service stations; (2) manufacturing or industrial purposes; or (3) institutional purposes, such as governmental offices, churches, hospitals, and schools. Vacant land, which is not classified as Improved Property, shall be deemed to be Commercial Property for the purposes of this Ordinance. Commercial Property also shall be deemed to include Exempt Residential Property.

“Commercial Waste” means Solid Waste that is generated on Commercial Property.

“Construction and Demolition Debris” means discarded materials generally considered to be not water-soluble and nonhazardous 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 includes rocks, soils, 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 the resulting mixture 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) Except as provided in Section 403.707(9)(j), Florida Statutes, yard trash and unpainted, non-treated wood scraps and wood pallets from sources other than construction or demolition projects;
- (3) Scrap from manufacturing facilities which is the type of material generally used in construction projects and which would meet the definition of Construction and Demolition Debris if it were generated as part of a construction or demolition project. This includes debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities; and
- (4) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects, provided such amounts are consistent with best management practices of the industry.

“County” means, depending on the context, either (1) the unincorporated area of St. Johns County, Florida, or (2) the government of St. Johns County, acting through the Board or the Board’s designees.

“County Administrator” means the County’s chief administrative officer or his/her designee.

“County Landfill” means the County’s Solid Waste Management Facilities, including but not limited to landfills, Transfer Stations, and recycling centers.

“CPI” means the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, or successor agency, for All Urban Consumers, Area-South Urban, Item-all items, Base period 1982-84=100.

“Division” means the County’s Solid Waste Division.

“Disposal Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBU to fund the Solid Waste Cost of providing, operating, maintaining the County’s Solid Waste Management Facilities, and closing sufficient parts or portions of County Landfills to be available for the transfer and/or disposal of Residential Waste that is, or is reasonably anticipated to be, generated by, on, or at such Non-Exempt Residential Property.

“Dwelling” means any Building or part thereof, occupied in whole or in part, as the residence or living quarters of one or more people, permanently or temporarily, continuously or transiently, with cooking facilities.

“Dwelling Unit” means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units that may be in the same Structure, and containing sleeping facilities and cooking facilities.

“Economically Disadvantaged Person” means an individual who will suffer a serious financial hardship if required to pay the Special Assessments.

“Electrical Service” means the initial connection of electrical power to any permanent power panel serving a Building or manufactured or mobile home for which a Building permit or permit for manufactured or mobile home installation has been obtained.

“Exempt Residential Property” means Residential Property, or a portion thereof, that is exempt from the levy of Special Assessments pursuant to Section 17 of this Ordinance.

“Fiscal Year” means the period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the County.

“Franchise” means a license that is granted by the Board and authorizes a Person to engage in the business of collecting and transporting Solid Waste within the County. A Franchise is subject to the provisions of this Ordinance and the terms and conditions contained in the written Franchise agreement (contract) between the County and the Franchisee.

“Franchisee” means a Person that has been granted a Franchise.

“Garbage” means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.

“Garbage Can” means a container that is: (1) made of light gauge steel, galvanized metal, heavy-duty hard plastic, or other impervious material; (2) built with a maximum rated capacity of approximately thirty-five (35) gallons; and (3) designed for the storage and manual collection of Garbage and Rubbish.

“Garbage Cart” means a cart that is: (1) made with heavy-duty hard plastic or other impervious material; (2) mounted on two wheels; (3) equipped with a tight-fitting hinged lid; (4) typically not less than thirty (30) gallons nor more than one hundred (100) gallons in rated capacity; and (5) designed for the automated or semi-automated collection of Garbage and Rubbish.

“Gross Revenues” means the total cumulative revenues received for Solid Waste services rendered under a Franchise, including but not limited to the rental of equipment (e.g., Mechanical Containers) and the collection and transportation of Solid Waste. Fees charged and collected solely for the purpose of paying the County’s Franchise fees are not an element of Gross Revenues.

“Habitat” shall mean any improvement that has been constructed to allow the placement and occupancy of a manufactured or mobile home or other Structure, shelter, or vehicle as a residence, Dwelling, or Dwelling Unit, whether temporary or permanent, for humans.

“Hazardous Waste” means Solid Waste, or a combination of Solid Wastes, 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 transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 497, Florida Statutes.

“Improved Property” means real property that is located within the MSBU and upon which: (1) there is a Building, Dwelling Unit, Habitat or Structure for which an application for a certificate of occupancy has been filed with the County; (2) there is a Building, Dwelling Unit, or Structure for which a certificate of occupancy or comparable permit has been issued; or (3) there is a habitable Building, Dwelling Unit, or Structure used or previously used for residential, commercial, or industrial purposes, whether currently occupied or not.

“Independent Hauler” means an existing Franchisee that collects Residential Waste from fewer than one hundred (100) Dwelling Units.

“Industrial Waste” means Solid Waste generated by manufacturing or industrial processes that is not a Hazardous Waste. Such waste may include, but is not limited to, waste resulting from the following manufacturing processes: electric power generation; fertilizer/agricultural chemicals; food and related products or byproducts; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing or foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay and concrete products; textile manufacturing, transportation equipment; and water treatment. This term does not include mining waste or petroleum-based oil and gas waste.

“Land Clearing Debris” means rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project. Land Clearing Debris does not include vegetative matter from lawn or landscape maintenance, or right-of-way or easement maintenance.

“Materials Recovery Facility” means a Solid Waste Management Facility that provides for the extraction from Solid Waste of Recyclable Materials, materials suitable for use as a fuel or soil amendment, or any combination of such materials.

“Mechanical Container” means a dumpster, compactor, roll-on/roll-off container, or other large container that is dropped-off and picked up with mechanical means and used for the collection of Residential Waste, Commercial Waste, or Construction and Demolition Debris.

“Municipal Service Benefit Unit” and “MSBU,” whether used in the singular or plural, mean the municipal service benefit units, or either of them, that were created by Ordinance 89-20 and Ordinance 94-07 and then continued and incorporated into this Ordinance, the boundaries of which are the boundaries of the unincorporated lands of St. Johns County, Florida, and the boundaries of each municipality within the County that consents to inclusion by ordinance.

“Non-Exempt Residential Property” means Residential Property, or a portion thereof, upon which the Special Assessments are charged, assessed, or levied pursuant to this Ordinance.

“Ordinance” means this St. Johns County Solid Waste Ordinance.

“Person” means any and all persons, natural or artificial, including but not limited to any individual, firm, or association; any municipal or private corporation organized or existing under the laws of the State of Florida or any other state; any county of the State of Florida; and any governmental agency of the State of Florida or the Federal Government.

“Premises” means Improved Property.

“Property Appraiser” means the Property Appraiser of St. Johns County, Florida.

“Receptacle” means Garbage Cans and Garbage Carts.

“Recovered Materials” means metal, paper, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the Solid Waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but the term does not include materials destined for any use that constitutes disposal. Recovered Materials as described herein are not Solid Waste.

“Recovered Materials Processing Facility” means a facility engaged solely in the storage, processing, resale, or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Section 403.7045(1)(e), Florida Statutes.

“Recycle Assessment” means the non-ad valorem Special Assessment levied against Non-Exempt Residential Property within the MSBU to fund the Solid Waste Cost of providing, operating, and maintaining the recycling services, programs, and facilities that are used for Residential Waste and made available for the use of such Non-Exempt Residential Property.

“Recyclable Materials” means those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

“Recycling Container” means a bin or cart designed and used for the collection and storage of Recyclable Materials.

“Residential Customer” means a Person that owns or occupies Residential Property, or acts on behalf of such Person, when Residential Waste generated on such Residential Property is disposed of at a County Landfill. Residential Customer shall also mean, when the context permits, a Person that owns or occupies Non-Exempt Residential Property.

“Residential Property” means real property located within the MSBU that is used or designed for use as a residence, Dwelling, or Habitat by one or more people, whether such property is occupied or not, and regardless of whether such property is accessed by public or private street, road, or right-of-way. Residential Property shall include, but not be limited to: single family residences; real property improved to accommodate manufactured or mobile homes and the manufactured or mobile homes, if any, located thereon, whether such manufactured or mobile homes are registered as vehicles or assessed as real property; duplex homes; triplex homes; quadriplex homes; quint homes; apartment Buildings; time-share Buildings, townhouses; and condominium Buildings; and Improved Property occupied as a residence, Dwelling, or Habitat, even if such property is zoned for commercial uses or mixed uses.

“Residential Waste” means Garbage, Rubbish, Yard Waste, Bulky Waste, and Recyclable Materials that are generated on Residential Property. Residential Waste does not include: Sludge; Industrial Waste; Construction and Demolition Debris; Hazardous Waste; Biomedical Waste; Land Clearing Debris; trash and debris associated with farming operations; radiological waste; Waste Tires; or wrecked, scrapped, ruined, or dismantled vehicles, boats, or aircraft, or their parts.

“Rubbish” means waste material, other than Garbage and Yard Waste, that is relatively small or lightweight and results from normal housekeeping activities. Rubbish includes but is not limited to discarded paper, sweepings, dust, rags, bottles, cans, and other similar wastes.

“Sludge” means the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.

“Solid Waste” means sludge unregulated under the federal Clean Water Act or Clean Air Act, Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered Materials are not Solid Waste.

“Solid Waste Cost” means the amount necessary to fund the County’s collection and disposal of Solid Waste and the recycling activities for Recyclable Materials that are allocable to Non-Exempt Residential Property and shall include, but not be limited to:

- (1) The cost, whether direct or indirect, of all services, programs, or facilities provided by the County, or through contractual arrangements with the County, relating to Solid Waste and Recyclable Materials collection and disposal activities;
- (2) The cost of any indemnity or surety bonds and premiums for insurance;
- (3) The cost of salaries, volunteer pay, workers’ compensation insurance, or other employment benefits;
- (4) The cost of computer services, data processing, and communications;
- (5) The cost of training, travel, and per diem;
- (6) The recovery of unpaid or delinquent fees or charges advanced by the County and due for Solid Waste and Recyclable Materials collection and disposal services, facilities, or programs allocable to specific parcels;

- (7) The cost of engineering, financial, legal, or other professional services;
- (8) All costs associated with the structure, implementation, collection, and enforcement of the Special Assessments or prior year's charges, plus accumulated interest and reasonable administrative and collection costs for a comparable service, facility, or program, including any service charges of the County, Tax Collector, or Property Appraiser;
- (9) All other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, facilities, or programs funded by the Special Assessments, and such other expenses as may be necessary or incidental to any related financing authorized by the Board;
- (10) A reasonable amount for contingency and anticipated delinquencies and uncollectible Special Assessments; and
- (11) Reimbursement to the County or any other Person for any monies advanced for any costs incurred by the County or such Person in connection with any of the foregoing items.

“Solid Waste Management Facility” means any solid waste disposal area, volume reduction plant, Transfer Station, Materials Recovery Facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of Solid Waste. The term does not include Recovered Materials Processing Facilities that meet the requirements of Section 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the management of Solid Waste.

“Special Assessments” means the special non-ad valorem assessments levied against Non-Exempt Residential Property within the MSBU pursuant to this Ordinance. The Special Assessments are comprised of the Collection Assessment, the Disposal Assessment, and the Recycle Assessment.

“Special Waste” means Solid Wastes that can require special handling and management, including, but not limited to, White Goods, Waste Tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, yard trash, and biological wastes.

“Stratton Road Transfer Station” means the Transfer Station (i.e., County Landfill) that is located west of U.S. Highway 1 (U.S. 1) and adjacent to Stratton Road.

“Structure” means a walled and roofed Building that is principally above ground, including screened enclosures, a manufactured or mobile home, a gas or liquid storage tank, or other manmade facilities or infrastructures, including but not limited to towers, smokestacks, utility poles, and overhead transmission lines.

“Tax Collector” means the Tax Collector of St. Johns County, Florida.

“Tillman Ridge Landfill” means the County Landfill that is located west of Interstate 95 (I-95) and adjacent to Allen Nease Road.

“Tipping Fees” means the fees and service charges, other than the Special Assessments, that are paid to the County for receiving and disposing of Solid Waste at a County Landfill.

“Transfer Station” means a site the primary purpose of which is to store or hold Solid Waste for transport to a processing or disposal facility.

“Uniform Assessment Collection Act” means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

“Waste Tire” means a tire that has been removed from a motor vehicle and has not been retreaded or regrooved. Waste Tire includes used tires and processed tires, but does not include solid rubber tires and tires that are inseparable from the rim.

“White Goods” means discarded air conditioners, heaters, refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

“Yard Waste” means small pieces of vegetative matter resulting from landscaping and yard maintenance operations, including but not limited to limbs, bushes, leaves, and grass clippings. Yard Waste does not include Land Clearing Debris or any piece of vegetative matter that weighs more than fifty (50) pounds or is more than six (6) feet in length.

B. This Ordinance shall be interpreted in compliance with the other provisions of the St. Johns County Code.

C. If any word or phrase is defined both in this Ordinance and Section 403.703, Florida Statutes, the word or phrase shall be construed in a manner that is not inconsistent with the definition in Section 403.703, Florida Statutes. With regard to words or phrases that are not defined herein, the definitions in Section 403.703, Florida Statutes, shall supplement the definitions in this Ordinance.

D. Unless expressly stated otherwise, any reference in this Ordinance to any state or federal statute, or any other County ordinance, shall mean as that statute or ordinance may be amended from time to time.

SECTION 3. APPLICABILITY

This Ordinance shall apply to and be in effect in the unincorporated areas of St. Johns County, Florida and the incorporated areas of each municipality that is made a part of the MSBU pursuant to this Ordinance.

SECTION 4. FRANCHISE REQUIRED FOR SOLID WASTE COLLECTION BUSINESS

It shall be unlawful for any Person to engage in the business of, or to receive money or other consideration for, collecting or transporting Solid Waste from any real property in the County, unless (a) the Person has received a Franchise from the County in accordance with this Ordinance or (b) such activity is exempt from the requirement to receive a Franchise pursuant to Section 5, below.

SECTION 5. EXEMPTIONS FROM FRANCHISE REQUIREMENT

A Franchise is not required under this Ordinance when a Person collects or transports: (a) Land Clearing Debris; (b) trash and debris associated with farming operations; (c) Hazardous Waste; (d) radiological waste; (e) Biomedical Waste; (f) wrecked, scrapped, ruined, or dismantled vehicles, boats, aircraft, or their parts; (g) Recovered Materials; or (h) Solid Waste generated by the Person's own activities on their own property. A Franchise also is not required when a municipality or public agency collects or transports Solid Waste.

SECTION 6. GRANT OF FRANCHISES

A. The Board may grant a Franchise to a qualified applicant for the right to collect and transport Solid Waste in the County. Each Franchise shall be subject to such terms and conditions as the Board deems necessary and desirable for the protection of the public health, safety, and welfare. Each Franchise and associated Franchise agreement shall be approved by resolution of the Board at a duly noticed public meeting.

B. Each Person seeking a Franchise to collect or transport Solid Waste within the County shall submit an application to the County and provide the County with satisfactory evidence of the following:

- (1) The applicant has the experience, personnel, equipment, and resources necessary to provide the proposed collection and transportation services in compliance with the requirements in this Ordinance.
- (2) The applicant will comply with all applicable local, state, and federal laws.
- (3) The applicant will obtain and maintain insurance in the form and the amount prescribed by the Board.
- (4) The applicant will indemnify, defend, and hold harmless the County for the applicant's actions and inactions under the Franchise.
- (5) In the case of an exclusive Franchise, the applicant will provide a letter of credit, bond, or other surety to ensure the applicant's faithful performance and payment under the Franchise.
- (6) The applicant will comply with the terms and conditions in the County's Franchise agreement.
- (7) The award of a Franchise to the applicant will be in the public interest.

C. The County Administrator shall prescribe application forms for any Person that wishes to become a Franchisee. Among other things, the application forms may require the applicant to provide: (1) documents identifying the applicant's owners, officers, and agents; (2) documents demonstrating that the applicant is authorized to do business in Florida; (3) a certified audited financial statement or such financial data as the County Administrator may require to

evaluate the financial assets and stability of the applicant; (4) performance or payment bonds; (5) insurance; (6) information concerning the applicant's prior experience and performance; (7) information concerning prior civil, criminal, and administrative cases involving the applicant; and (8) any other relevant information deemed necessary to fully advise the Board of the applicant's qualifications and ability to perform in compliance with the requirements in this Ordinance.

D. Each application for a Franchise shall be approved or denied by the Board. When deciding whether to grant or deny an application for a Franchise, the Board shall consider and apply the criteria in Sections 6.B and 6.C, above.

E. The Board shall have the authority to grant exclusive and non-exclusive Franchises. Accordingly, the Board may grant a Franchise that gives one Person the exclusive right to collect and transport one or more specific types of Solid Waste. The exclusive rights under the Franchise may be limited to one geographical area or may extend to the entire County. Similarly, the Board may grant non-exclusive Franchises that allow more than one Person to collect or transport one or more specific types of Solid Waste. The non-exclusive rights under the Franchise may be limited to one geographical area or may extend to the entire County. Unless the Board adopts a resolution providing otherwise, the Board shall grant exclusive Franchises for the collection of Residential Waste, non-exclusive Franchises for the collection of Commercial Waste, and non-exclusive Franchises for the collection of Construction and Demolition Debris. The Board may limit the number of exclusive and non-exclusive Franchises it awards whenever the Board deems it in the public interest to do so.

F. The term of an exclusive Franchise shall not exceed seven (7) years. The term of a non-exclusive Franchise shall not exceed three (3) years, unless the Board approves a longer term by resolution. The term of each non-exclusive Franchise shall expire on June 30th.

G. Notwithstanding anything to the contrary in Section 6.F, above, the Board may renew or extend the term of any Franchise by resolution.

H. An application for a new Franchise may be submitted to the County Administrator at any time. An application for the renewal of a non-exclusive Franchise shall be submitted between April 1 and June 1, prior to the expiration date of the existing non-exclusive Franchise agreement, unless a different schedule is authorized by resolution of the Board. An application

for the renewal of an exclusive Franchise shall be submitted in compliance with the deadlines set forth in the exclusive Franchise agreement; however, if there are no deadlines specified in the Franchise agreement, the application for renewal of an exclusive Franchise shall be submitted in compliance with the deadlines set forth herein for the renewal of a non-exclusive Franchise.

I. The submittal of a timely and complete renewal application shall extend an existing non-exclusive Franchise until the Board approves or denies the renewal application. If a Franchisee fails to submit a timely and complete renewal application, the Franchisee shall forfeit its ability to renew the existing Franchise and must submit an application for a new Franchise.

J. In any renewal application, the Franchisee shall verify and demonstrate that the Franchisee is in compliance with the requirements in this Ordinance and the Franchise agreement.

K. Application fees, renewal application fees, vehicle registration fees, and other reasonable administrative fees may be established by the County Administrator. All such fees must be approved by resolution of the Board before they are collected.

L. No Franchise issued by the County for the collection and/or transportation of Solid Waste shall have or represent any monetary value or property interest, insofar as the County is concerned. The issuance of a Franchise shall not constitute a bar to the cancellation, revocation, termination, or acquisition of the Franchise by the County, by lawful means, without compensation to the Franchisee.

SECTION 7. REGULATIONS APPLICABLE TO FRANCHISEES

A. It shall be unlawful for any Franchisee to collect any type of Solid Waste (1) in any location that is not included in the Franchisee's service area or (2) that is not authorized in the Franchise, unless the collection of such waste is exempt from the requirement to obtain a Franchise. However, upon joint application of two or more Franchisees and for good cause shown, the Board may authorize the provision of services across service areas, provided that such authorization does not result in an increase in any collection rates or charges within the affected areas.

B. Each Franchisee shall comply with the following requirements:

- (1) When collecting or transporting Solid Waste or Recyclable Materials in the County, each of the Franchisee's employees shall wear a company shirt or uniform, which shall display the Franchisee's name or logo in a conspicuous place.
- (2) All vehicles and Mechanical Containers used by the Franchisee for the collection or transportation of Solid Waste or Recyclable Materials in the County shall be marked on each side with the name and phone number of the Franchisee and the markings shall be a minimum of three (3) inches in height.
- (3) All vehicles, Mechanical Containers, Receptacles, and other containers used by a Franchisee for collecting or transporting Solid Waste or Recyclable Materials shall be totally enclosed or securely covered in a manner that effectively prevents the escape of any materials when transporting the Solid Waste or Recyclable Materials within the County.
- (4) Each vehicle used for collecting or transporting Solid Waste or Recyclable Materials in the County shall be maintained in good, clean, and safe operating condition.
- (5) On or before July 1 of each year, each Franchisee shall provide the County with a current list of all vehicles used to collect or transport Solid Waste or Recyclable Materials in the County. The list shall identify the year of manufacture, the manufacturer's name, the model, the vehicle configuration (e.g., rear loader), and the current license plate number for each vehicle. The list shall include the Franchisee's certification that each vehicle has been inspected by a licensed professional mechanic within the preceding twelve (12) months and found to be in safe and operable condition. The list shall be updated and re-submitted to the County within fifteen (15) days after a vehicle is added to or removed from the fleet of vehicles used by the Franchisee in the County.
- (6) Each Franchisee shall immediately clean-up and lawfully dispose of any Solid Waste, Recyclable Materials, or liquids spilled by the Franchisee.

Upon completion of the clean-up, the Franchisee shall prepare a written report that identifies the location and type of spill, and the corrective action taken. The report shall be submitted to the Division within two business days after the spill.

- (7) All Solid Waste collected pursuant to an exclusive Franchise shall be recycled or disposed of at a County Landfill or other Solid Waste Management Facility designated in the exclusive Franchise agreement.
- (8) All Solid Waste collected pursuant to a non-exclusive Franchise shall be recycled or disposed of at a Solid Waste Management Facility that is properly licensed to receive such waste.

C. Each exclusive Franchisee shall maintain an office within the County. The office shall be open to the public, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except on holidays declared by the federal government or the State of Florida. The office shall be staffed by personnel who are capable of accepting calls from customers and answering questions relating to the Franchisee's services and duties.

D. The transfer of a Franchise (e.g., by transfer of ownership, transfer of corporate shares, or any other means to effect a change in the ownership structure or control of the Franchisee) shall be effective only if such transfer is approved by the Board. For the purposes of this Section 7.D, the transfer of shares of a publicly held Franchisee shall not be deemed a transfer unless the majority or controlling interest of the Franchisee is affected thereby. An application for approval of a transfer shall be submitted to the Board by the proposed transferee. The application shall contain the same information that is required in an application for a new Franchise and shall include the current Franchisee's written consent to the transfer and the proposed transferee's written stipulation that the transferee will comply with all of the terms and conditions applicable to the current Franchisee. The application shall be granted or denied by the Board, based on the criteria set forth in Sections 6.B and 6.C, above.

E. When requested by the County Administrator, an exclusive Franchisee shall file a financial report on forms and in such detail as prescribed by the Clerk. The report shall identify whether, and the extent to which, the Franchisee is obligated to pay Franchise fees to the County for the work performed under the exclusive Franchise. All such reports shall be accompanied by

a certified financial statement rendered by a certified public accountant that is licensed to do business in Florida. The report shall be submitted to the County within one hundred twenty (120) days following the County Administrator's request. The County Administrator may, upon written request and a showing of good cause by the Franchisee, extend the time for performance under this Section 7.E.

F. Within one hundred twenty (120) days following (1) the expiration of the initial term of a non-exclusive Franchise agreement, (2) the expiration of any renewal term of a non-exclusive Franchise agreement, and (3) the termination of a non-exclusive Franchise agreement, the non-exclusive Franchisee shall file a certified audit concerning the Gross Revenues collected by the Franchisee as a result of the Franchisee's operations under its Franchise. The audit shall be prepared by an independent accounting firm in accordance with generally accepted accounting practice or, at the County's option, prepared on such forms and in such detail as prescribed by the Clerk. The County Administrator may, upon application and a showing of good cause, extend the time for performance under this Section 7.F.

G. The County shall be given access at all reasonable hours to the Franchisee's places of business and its records relating to the accumulation, collection, transportation, and disposal of Solid Waste from properties within the County. The County may inspect, copy, and audit such records, at the County's expense, to verify the amount of any Franchise fee, Tipping Fee, or other charge payable to the County pursuant to this Ordinance or to verify any information provided by the Franchisee pursuant to this Ordinance. The Franchisee shall keep and maintain all such records for the term of the Franchise and for at least three (3) years after the expiration or termination of the Franchisee's Franchise.

H. Each report, audit, and payment required under this Ordinance shall be timely submitted by each Franchisee. Any failure to submit a report, audit, or payment in a timely manner shall be a breach and default of the Franchise agreement. Any late payment of Franchise fees due under the Franchise agreement or this Ordinance shall bear interest at the maximum legal rate in effect at the time of the default, as established by Section 55.03, Florida Statutes.

I. If a Franchisee fails or refuses to conduct its operations in accordance with any of the terms of its Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, the Board may take any and all lawful actions to cause the Franchisee to

comply with the pertinent requirement. Without in any way limiting the foregoing, the Board may investigate and address: (1) a Franchisee's compliance or noncompliance with the County's requirements; (2) a Franchisee's routes, scheduling, vehicles, physical plant, and equipment; and (3) any other matters affecting the public welfare. The Board may hold a hearing pursuant to Section 9, below, and enter such orders as the Board deems appropriate and in the public interest.

J. Notwithstanding anything to the contrary contained in this Ordinance, the requirements of Section 7.K, below, shall govern and apply to Independent Haulers. Section 6.B(5) (Financial Assurance), Section 7.C (Offices), and Sections 7.E and 7.F (Financial Reports) of this Ordinance shall not apply to Independent Haulers. All other requirements in this Ordinance that do not conflict with the provisions of Section 7.K, below, shall apply to Independent Haulers.

K. Each Independent Hauler shall comply with the following requirements:

- (1) A Person must receive a Franchise from the Board to become an Independent Hauler. The term of such Franchise shall not exceed three (3) years.
- (2) On or before October 1st of each year, each Independent Hauler shall submit an affidavit to the County Administrator that identifies: (a) all of the Independent Hauler's current customers in the County; (b) each Person that received service from the Independent Hauler pursuant to the Franchise during the preceding twelve (12) months; and (c) the Gross Revenues received by the Independent Hauler for collecting Residential Waste and, if authorized, Commercial Waste, within the County during the preceding twelve (12) months.
- (3) Each Independent Hauler shall continuously maintain a mailing address and a working telephone number where citizens may contact the Independent Hauler. Each Independent Hauler shall provide the County Administrator with its mailing address and telephone number before the Independent Hauler commences operations under its Franchise, and shall notify the County Administrator within one (1) business day after making any change to its mailing address or telephone number. At a minimum, the

telephone number maintained by the Independent Hauler must be connected to an answering machine, recorder, or other device that accepts and records all calls relating to the Independent Hauler's services and duties. The Independent Hauler shall respond to each call and letter within one business day after the Independent Hauler receives the call or letter. Each Independent Hauler also shall maintain a log that summarizes each complaint it receives, and describes how and when each complaint is resolved.

- (4) Each Independent Hauler shall continuously maintain vehicular insurance in the form and amount required by Florida law. Upon the request of the County Administrator, an Independent Hauler shall provide proof to the County Administrator of such insurance for each vehicle used by the Independent Hauler in its Solid Waste collection business.
- (5) An Independent Hauler shall not transfer or assign their Franchise to any other Person without prior Board approval.

SECTION 8. FRANCHISE FEES

A. Franchise fees shall be paid to the County pursuant to the County's non-exclusive Franchise agreements. Except as otherwise provided herein, each Person holding a non-exclusive Franchise shall pay Franchise fees to the County for (1) administering and enforcing the County's Franchises and other regulations for the safe and proper handling of Solid Waste, (2) the privilege of collecting Solid Waste in the County as a business, (3) the privilege of using the public right-of-way and other thoroughfares of the County for the collection and transportation of Solid Waste pursuant to their Franchise; and (4) the other rights and benefits conferred upon the Franchisee under the Franchise Agreement.

B. Each Franchisee shall pay and the County shall collect: (1) a Franchise fee equal to ten percent (10%) of the Gross Revenues received by the Franchisee for the collection and transportation of Construction and Demolition Debris pursuant to a non-exclusive Franchise; and (2) a Franchise fee equal to five percent (5%) of the Gross Revenues received by the Franchisee for the collection and transportation of Commercial Waste, Industrial Waste, and other types of Solid Waste (except Construction and Demolition Debris) pursuant to a non-exclusive Franchise.

C. A Franchisee is not obligated to pay to the County any Franchise fee based on the Gross Revenues received by the Franchisee for the collection and transportation of Residential Waste pursuant to an exclusive Franchise.

D. Franchise fees shall be paid to the County on a quarterly or more frequent basis. The frequency of, and the deadline for, payment of the Franchise fees shall be established in the Franchise agreement.

E. The amount or percentage of the Franchise fees may be changed by resolution of the Board. The Board also may change the types of Solid Waste that are subject to the Franchise fees.

SECTION 9. REVOCATION OF FRANCHISES

A. The Board may revoke any Franchise and terminate any Franchise agreement if the Franchisee:

- (1) Fails or refuses to comply with any lawful order of the Board entered after a public hearing;
- (2) Charges or collects any rate, fee, or charge not provided for in the Franchise agreement or in excess of an amount authorized by the Board;
- (3) Violates or fails to comply with any provision of the County's ordinances, or the rules and regulations promulgated thereunder, relating to the collection, transportation, or disposal of Solid Waste, or violates the provisions of its Franchise agreement, or any state or federal law relating to the collection and disposal of Solid Waste;
- (4) Fails to timely submit any report, information, or fee required by this Ordinance or the Franchise agreement;
- (5) Submits false or misleading information to the County concerning or related to this Ordinance or the Franchise; or
- (6) Abandons, fails, or refuses to perform the services required by this Ordinance or the Franchise agreement.

B. If the County Administrator concludes a Franchisee is in violation of any of the terms of its Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, the County Administrator shall notify the Franchisee by certified mail of the reasons why the Franchisee is considered to be in violation and shall provide at least seven (7) days thereafter for the Franchisee to comply with the pertinent requirement. If the Franchisee fails to comply within the specified time, the Board shall conduct a hearing concerning the Franchisee's failure to comply. The Franchisee shall be given notice at least seven (7) days prior to the hearing. The Franchisee shall be given an opportunity at the hearing to testify, present evidence, and otherwise demonstrate why the Franchisee should not be revoked. At or subsequent to the hearing, the Board may, at its option, adopt a resolution: (1) revoking and terminating the Franchise; (2) requiring the Franchisee, within a time certain, to perform the tasks necessary to comply with the terms of the Franchise agreement; or (3) imposing such other requirements as the Board deems appropriate under the circumstances.

C. If a Franchisee fails to comply with its obligations under this Ordinance or its Franchise agreement because of a force majeure event, act of God, or other catastrophic and unavoidable circumstance, such failure shall not be grounds for revocation of the Franchise, provided that the cause for such noncompliance is capable of being fixed, remedied, and corrected within a reasonable time and, provided further that the Franchisee has timely commenced all actions reasonably necessary to comply with its obligations and is diligently proceeding toward such compliance.

D. In all cases where the Board initiates a public hearing resulting in a finding that a Franchisee is in violation of one or more provisions of this Ordinance or the Franchise agreement, the Franchisee shall pay all reasonable costs incurred by the County pertaining to such hearing and finding. All such costs shall be documented by the County and billed to the Franchisee. The Franchisee shall pay such costs within thirty (30) days after receiving the County's bill.

E. Appeals from final orders and decisions rendered by the Board shall be commenced in the manner provided in Section 21.B, below.

SECTION 10. PERMITS TO COLLECT, HAUL, OR DISPOSE OF SOLID WASTE

The Board may, by resolution adopted after a duly noticed public hearing, require a Person to obtain a permit before such Person may collect, haul, or dispose of Solid Waste that is not subject to or governed by a then-existing Franchise. The Board also may establish and collect fees for the issuance of such permit. The Board may revoke any such permit for any of the reasons, and pursuant to the procedure, set forth in Section 9, above.

SECTION 11. WASTE RECEPTACLES

A. Each owner of Residential Property that is serviced by a Franchisee shall provide, or ensure that the occupants of such property provide, a sufficient number of Receptacles for the containment of all Garbage and Rubbish generated on the property.

B. Each Receptacle shall be water tight, with a secure lid or cover, and free from sharp edges or inside projections that will prevent the discharge of its contents.

C. An owner or occupant of Residential Property shall not overload any Garbage Can that is set out for collection by a Franchisee. The Garbage Can and its contents together shall not weigh more than fifty (50) pounds.

D. An owner or occupant of Residential Property may use unbroken, heavy-duty plastic bags to enclose their Residential Waste when their Receptacles are full. Plastic bags shall not exceed thirty (30) gallons in capacity.

E. If the County or a Franchisee provides a Garbage Cart to a Person for the collection of Residential Waste, that Person shall place all of their Garbage and Rubbish in the Garbage Cart, if possible.

F. An owner or occupant of Residential Property shall not set out for collection a tree or other piece of vegetative waste (e.g., Land Clearing Debris) that is more than six (6) feet in length or fifty (50) pounds in weight, unless the County or the exclusive Franchisee serving such property agrees in advance to collect such material.

G. If an owner or occupant of Residential Property wishes to dispose of Bulky Waste, the owner or occupant shall call the Franchisee serving the Person's Residential Property and arrange for the collection of the Bulky Waste. The Bulky Waste shall not be placed at the

curb or roadside more than twenty-four (24) hours before the Bulky Waste is scheduled to be collected.

H. Each owner and occupant of Improved Property in the County shall place all of the Solid Waste generated on such property in an appropriate Receptacle or Mechanical Container, and shall maintain the property free from Solid Waste that is not properly stored in the manner required by this Ordinance.

SECTION 12. STORAGE OF CONSTRUCTION AND DEMOLITION DEBRIS

A. Construction and Demolition Debris shall be placed in Mechanical Containers or Receptacles at job sites. Wire enclosures (i.e., “pig pens”) shall not be used in lieu of Mechanical Containers or Receptacles.

B. The accumulation of Construction and Demolition Debris on the ground, or outside of a Mechanical Container or other appropriate Receptacle, at a job site for more than seven (7) days shall be deemed a public nuisance and shall be a violation of this Ordinance.

C. The St. Johns County Building Department or Code Enforcement Department shall issue stop work orders for any construction project where Construction and Demolition Debris is accumulated for more than seven (7) days outside of an appropriate Mechanical Container or Receptacle.

SECTION 13. TRANSPORTATION OF SOLID WASTE AND RECYCLABLE MATERIALS

It shall be unlawful for any Person to haul or transport Solid Waste or Recyclable Materials on the public roads in the County, except in a fully covered or enclosed vehicle or container that prevents the Solid Waste, Recyclable Materials, and associated liquids from falling or blowing off, dripping, or otherwise escaping from the vehicle or container.

SECTION 14. MANAGEMENT AND DISPOSAL OF SOLID WASTE

A. It shall be unlawful for any Person to collect, transport, place, deposit, bury, burn or dispose of Solid Waste that is accumulated or collected within the County, unless such Person complies with the applicable requirements in this Ordinance and state law.

B. It shall be unlawful for any Person to dispose of Solid Waste accumulated or collected in the County, except at a properly licensed and permitted Solid Waste Management Facility or other site authorized by state law.

C. It shall be unlawful for any Person to build or operate a Solid Waste Management Facility within the County, unless such Person applied for and received prior authorization from the Board.

D. The Board may authorize the disposal of Solid Waste within the County using any method not prohibited by law, including but not limited to the use of recycling systems, composting systems, landfills, incinerators, and resource recovery facilities.

E. No Person shall dump, abandon, or discard any Waste Tire in the County, except at a properly permitted and licensed Solid Waste Management Facility. Each Waste Tire dumped, abandoned, or discarded in violation of this Ordinance shall be deemed a separate offense.

F. No Person shall throw, place, or deposit, or cause to be thrown, placed, or deposited, any Solid Waste or Recyclable Materials of any kind into or on any of the public or private streets, roads, highways, rights-of-way, bridges, alleys, lanes, thoroughfares, waters, canals, or vacant lots or lands within the County, unless such activity is authorized by state law or County ordinance.

G. If any Solid Waste has been scattered or blown from a Person's Receptacle onto public property or property owned by another Person, the owner of the Receptacle shall promptly pick-up the Solid Waste and place it in their Receptacle.

H. It shall be unlawful for any Person to place Solid Waste in a Receptacle, Mechanical Container, or other Solid Waste container that is not owned by such Person, unless previously authorized by the owner of such Receptacle or container.

I. No Person shall scatter, spread about, scavenge in, or remove any Solid Waste or Recyclable Materials from a Receptacle or Recycling Container that has been set out for collection by a Franchisee, except the Franchisee responsible for collecting such Solid Waste or Recyclable Materials.

J. It shall be unlawful for the owner or occupant of any real property located in the County to cause, allow, or maintain an accumulation of Solid Waste on such property in a manner that causes a public nuisance. The accumulation of Solid Waste on real property for more than seven (7) days shall be *prima facie* evidence of a nuisance.

K. It shall be unlawful for the owner or occupant of Commercial Property located in the County to accumulate, or to allow any other Person to accumulate, Garbage, Rubbish, or Bulky Waste upon the Commercial Property, unless such waste is placed within an enclosed Receptacle or Mechanical Container. Items that are too large to be placed inside a Mechanical Container may be stored outside temporarily, provided such items are collected and transported from the Commercial Property to a Solid Waste Management Facility within seven (7) days.

L. It shall be unlawful for any Person to hire or contract with someone who is not a Franchisee to provide a Solid Waste service that, under this Ordinance, may only be performed by a Franchisee. Each day any such contract or arrangement exists shall be deemed a separate violation.

M. The County Administrator may require any Person in the County to demonstrate that they have entered into an arrangement or contract by which such Person disposes of their Solid Waste in a manner consistent with this Ordinance and all applicable local, state and federal laws.

N. The St. Johns County Building Department and other departments duly authorized by the County Administrator have the authority to perform site inspections, issue “red tags” and stop work orders, and take other appropriate steps to ensure that the provisions of this Ordinance are upheld and enforced.

O. Whenever any Solid Waste is thrown, discarded, dumped, deposited, disposed of, placed, or left in violation of the requirements contained in this Ordinance, and such waste contains an item identifying the Person generating such waste (e.g., a letter, bill, publication, or other writing that displays the name of the Person in a manner indicating the item belonged to such Person), the discovery of such item shall create a presumption that the Person so identified has violated the provisions of this Ordinance. In any enforcement proceeding under this Ordinance, such Person shall have the burden of rebutting the presumption of violation.

P. All Residential Waste, including but not limited to all Recyclable Materials, shall become the exclusive property of the County when the Residential Waste is placed in a Receptacle or Recycling Container and set out for collection by the County or its exclusive Franchisee. However, Hazardous Waste shall remain the property of the Person generating such waste, even if the Hazardous Waste is collected by the County or its exclusive Franchisee. The Person generating the Hazardous Waste shall at all times retain liability for the lawful management, processing, and disposal of such waste.

SECTION 15. HAZARDOUS, RADIOLOGICAL, AND BIOMEDICAL WASTE

A. Hazardous, radiological, and Biomedical Waste shall be kept, stored, and disposed of in the manner prescribed by law.

B. It shall be unlawful for any Person to place any Hazardous, radiological, flammable, explosive, or Biomedical Waste in a Receptacle, Mechanical Container, or other container that is utilized for the collection and disposal of Solid Waste by a Franchisee, unless such Person received the prior written authorization of the County Administrator or the Franchisee.

C. No Hazardous, radiological, or Biomedical Waste shall be delivered by any Person to a County Landfill without the prior written consent of the County Administrator.

SECTION 16. MUNICIPAL SERVICE BENEFIT UNIT

A. The existing MSBUs created in Ordinance Nos. 89-20 and 94-07 are hereby ratified and confirmed. The MSBUs includes all of the unincorporated areas of the County and the incorporated areas of each municipality within the County which consent to inclusion by passage of a municipal ordinance.

B. The MSBU is created for the purpose of providing Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs to all Non-Exempt Residential Properties located within the MSBU through the levy and collection of the Special Assessments authorized by this Ordinance, including the Collection Assessment, the Disposal Assessment, and the Recycle Assessment.

SECTION 17. SPECIAL ASSESSMENTS

A. The Board is hereby authorized to impose annual Special Assessments to fund all or any portion of the Solid Waste Cost on benefitted Non-Exempt Residential Property within the MSBU at rates of assessment based on the special benefit accruing to such property from the County's provision of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs. The amount of the Special Assessments that are imposed each Fiscal Year against each parcel of Non-Exempt Residential Property shall be determined by apportioning the Solid Waste Cost among each Non-Exempt Residential Property within the MSBU for each residence, Dwelling Unit, and Habitat, whether occupied or not, located upon such Non-Exempt Residential Property. All Special Assessments shall be imposed in conformity with the procedures set forth below:

- (1) Annually, during the budget adoption process at a public hearing duly noticed in accordance with the Uniform Assessment Collection Act and the procedures set forth in Section 17.B, below, the Board shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Board, adopt an Annual Assessment Resolution for each Fiscal Year in which Special Assessments will be imposed to fund the Solid Waste Cost. The Annual Assessment Resolution shall (a) determine the Solid Waste Cost to be assessed for the upcoming Fiscal Year; (b) establish the rate of each of the Special Assessments to be imposed in the upcoming Fiscal Year; (c) establish or increase a maximum assessment rates, if such maximum assessment rates were included in the notices required by Section 17.B, below; (d) approve the Assessment Roll prepared in accordance with the requirements set forth herein for the upcoming Fiscal Year with such adjustments as the Board deems just and right; and (e) determine the method of collection. Failure to adopt an Annual Rate Resolution during the budget adoption process for a Fiscal Year may be cured at any time.
- (2) The Assessment Roll shall be prepared in accordance with the method of apportionment set forth herein. The County Administrator shall prepare,

or direct the preparation of, the Assessment Roll for the Special Assessments, which shall contain the following: (a) a summary description of all Non-Exempt Residential Property within the MSBU conforming to the description contained on the Tax Roll; (b) the name of the owner of the Non-Exempt Residential Property; (c) the number of residences, Dwelling Units, or Habitats attributable to each parcel; (d) the estimated maximum annual assessment for each residence, Dwelling Unit, or Habitat; and (e) the amount of each Special Assessments to be imposed against each Non-Exempt Residential Property. Copies of the Annual Assessment Resolution and the preliminary Assessment Roll shall be available before approval by the Board in the office of the County Administrator, or in a location otherwise designated by the County Administrator, and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Special Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

- (3) In the event that: (a) the proposed Special Assessments, or any of them, for any Fiscal Year exceeds the rates of assessment adopted by the Board, including any maximum assessment rate, if any, that were listed in the notices previously provided to the owners of Non-Exempt Residential Property, (b) the purpose for which the Special Assessments, or any of them, is imposed or the use of the revenue from the Special Assessments is substantially changed from that represented by the notice previously provided to the owners of Non-Exempt Residential Property, (c) Non-Exempt Residential Property is reclassified or the method of apportionment is revised or altered, resulting in increased Special Assessments from that represented by the notice previously provided to the owners of Non-Exempt Residential Property, or (d) an Assessment Roll contains Non-Exempt Residential Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the owners of such Non-

Exempt Residential Property as provided by law. Such notice shall substantially conform to the notice requirements set forth in Section 17.B, below, and shall inform the owner of the date, time, and place for the adoption of the Annual Assessment Resolution.

- (4) The Special Assessments for the applicable Fiscal Year shall be established upon the adoption of the Annual Assessment Resolution. As to any Non-Exempt Residential Property not included on an Assessment Roll approved by the adoption of a prior year's resolution, the adoption of the succeeding Annual Assessment Resolution shall be the final adjudication of the issues presented as to such Non-Exempt Residential Property (including, but not limited to, the determination of special benefit and fair apportionment to the Non-Exempt Residential Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a maximum assessment rate, the Assessment Roll, and the levy and lien of the Special Assessments), unless suit is properly initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the Board action on the Annual Assessment Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Special Assessment not challenged within the required twenty (20) day period for those Special Assessments previously imposed against Non-Exempt Residential Property by the inclusion of the Non-Exempt Residential Property on an Assessment Roll approved in a prior Board resolution.
- (5) The Assessment Roll, as approved by the Annual Assessment Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act or, if an alternative method is used to collect the Special Assessments, such other official as the Board by resolution shall designate. If the Special Assessments against any property shall be sustained, reduced, or abated by a court of competent jurisdiction, an adjustment shall be made on the Assessment Roll.

B. The following notices shall be provided in accordance with the Uniform Assessment Collection Act:

- (1) Upon completion of the Assessment Roll each year, the County Administrator shall publish notice of a public hearing to adopt the Annual Assessment Resolution and approve the aforementioned Assessment Roll. The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act.
- (2) If required by the Uniform Assessment Collection Act or Section 17.A.3, above, the County Administrator also shall provide notice of the proposed Special Assessments by first class mail to the owner of each parcel of property subject to the Special Assessments. The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Notice shall be deemed mailed upon delivery thereof to the United States Postal Service. Failure of the owner to receive such notice due to mistake or inadvertence on the part of the County or the United States Postal Service shall not affect the validity of the Assessment Roll or the Annual Assessment Resolution nor release or discharge any obligation for payment of a Special Assessment imposed by the Board pursuant to this Ordinance.

C. Prorated Special Assessments shall be imposed and collected for each residence, Dwelling Unit, and Habitat that is constructed upon or moved onto Non-Exempt Residential Property, or is on such property and receives County approval for Electrical Service, after the adoption of the Annual Assessment Resolution. The amount of the prorated Special Assessments shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Assessment Resolution for the Fiscal Year for which the prorated Special Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the prorated Special Assessment may also include an estimate of the Special Assessments for the subsequent Fiscal Year. Prorated Special Assessments shall be paid to the County as a prerequisite for approval for Electrical Service. Approval for Electrical Service shall not be

given until the prorated Special Assessments are paid. Any prorated Special Assessment not collected prior to the approval for Electrical Service may be collected pursuant to the Uniform Assessment Collection Act or by any other method authorized by law. Any prorated Special Assessment shall be deemed due and payable on the date the Electrical Service was approved and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Electrical Service approval.

D. For a period of twelve (12) months after the date that Special Assessments are levied pursuant to this Ordinance, it shall be unlawful for a Franchisee to charge or collect a fee, payment, or surcharge for the collection, disposal, or recycling of Residential Waste collected from Non-Exempt Residential Property during such 12-month period, unless the Franchisee provides a service that is not paid for by the Special Assessments. In the event that one or more of the Special Assessments are not levied or in effect during any given year, the 12-month prohibition created by a preceding year's levy shall expire at the end of its 12-month term and the prohibition created by this Section 17.D shall thereafter not apply to the specific services (i.e., collection, disposal, and/or recycling) until another Special Assessment is levied.

E. The proceeds derived from the Collection Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Cost incurred by the County for the availability and provision of Solid Waste collection services, facilities, and programs for Non-Exempt Residential Property.

F. The proceeds derived from the Disposal Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Cost incurred by the County for the availability and provision of Solid Waste disposal services, facilities, and programs, including maintaining, operating, and closing sufficient parts or portions of one or more Solid Waste Management Facilities available for the transfer and/or disposal of Residential Waste for Non-Exempt Residential Property.

G. The proceeds derived from the Recycle Assessment shall be used solely for the purpose of paying the County for all or a portion of the Solid Waste Costs incurred by the

County for the availability and provision of Recyclable Materials collection and disposal services, facilities, and programs for Non-Exempt Residential Property.

H. The Board may waive the payment of the Special Assessments by any individual that qualifies as an Economically Disadvantaged Person, subject to the requirements in this Section 17.H and such provisions, definitions, and procedures as may be established by resolution of the Board, provided that the Special Assessments owed by such Person are paid from the County's general revenue fund or a source other than the revenues collected with the Special Assessments. The provision of a waiver, exemption, or hardship assistance pursuant to this Section 17.H in any particular Fiscal Year shall in no way establish a right or entitlement to such waiver, exemption, or assistance in any subsequent Fiscal Year, and the provision of funds in any Fiscal Year may be limited to the extent funds are available and appropriated by the Board. In the event a court of competent jurisdiction determines any waiver, exemption, or assistance by the Board pursuant to this Section 17.H is improper or otherwise adversely affects the validity of the Special Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of a Special Assessment upon each affected Non-Exempt Residential Property in the amount of the Special Assessment that would have been otherwise imposed but for such waiver, exemption, or assistance afforded to such property by the Board.

I. Any unit of an apartment Building, time-share Building, townhouse, condominium Building, or other multi-family residential unit that is Residential Property shall be exempted from the levy of the Special Assessments if the owner, the owner's agent, or an appropriate homeowners association can demonstrate to the satisfaction of the County Administrator that the unit is serviced pursuant to a written agreement with a Franchisee for Residential Waste and Recyclable Materials collection and disposal services. Such Franchisee shall pay the applicable Tipping Fees pursuant to Section 18, below, for the disposal of the Residential Waste collected from such unit during the calendar year commencing on the date the Disposal Assessment would otherwise be due.

- (1) To be eligible for an exemption pursuant to this Section 17.I, the owner, the owner's agent, or the appropriate homeowners association of or for the Residential Property must file an application for the exemption with the County Administrator. The application must be delivered to the County

Administrator prior to September 1 for the Residential Property, or portion thereof, to be considered for an exemption from the Special Assessments levied on the following November 1.

- (2) Upon verification by the County Administrator of the facts necessary to qualify for the exemption, the County Administrator shall take the steps necessary to reduce the total amount of the Special Assessments levied on such property or, if appropriate, remove the unit or parcel from the Assessment Roll. The County Administrator may adopt reasonable procedures whereby the exemption will remain in effect for more than one year, without the need to refile an application for an exemption each year.

J. Upon the adoption of the Assessment Roll, all Special Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a Special Assessment shall be deemed perfected upon adoption by the Board of the Annual Assessment Resolution. The lien for a Special Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for a Special Assessment collected under any alternative method of collection approved by the Board and shall attach to the property on the date such Special Assessment is adopted by the Board.

K. The proceeds derived from the Special Assessments may be kept in one or more separate accounts maintained by the County, including but not limited to a separate account for the closure and long term care of the County's Landfills.

L. The Collection Assessment, the Disposal Assessment, and the Recycle Assessment may be combined, levied, and charged under one descriptive name (e.g., Solid Waste Management Assessments) on the notice of proposed property taxes, the notice of ad valorem taxes and non-ad valorem special assessments, and other similar notices issued by the County, the Board, and other County officers.

M. If any Special Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Board is satisfied that any such Special Assessment is so irregular or

defective that the same cannot be enforced or collected, or if the Board has omitted to include any property on the Assessment Roll that should have been included, the Board may take all necessary steps to impose a new Special Assessment against any property benefited by the expenditure of the Solid Waste Costs, following the provisions of this Ordinance as nearly as may be practicable. If the second Special Assessment is annulled, vacated, or set aside, the Board may obtain and impose other Special Assessments until a valid Special Assessment is imposed.

N. Any informality or irregularity in the proceedings in connection with the levy of any Special Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Special Assessment, as finally approved, shall be competent and sufficient evidence that such Special Assessment was duly levied, that the Special Assessment was duly made and adopted, and that all other proceedings adequate to such Special Assessment were duly had, taken, and performed as required by this Ordinance. No variance from the directions in this Section 17 shall be held material unless it is clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section 17, any Person objecting to a Special Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

O. No act, error, or omission on the part of the Property Appraiser, Tax Collector, County Administrator, Board, their deputies, employees, or designees shall operate to release or discharge any obligation for payment of a Special Assessment imposed by the Board under the provisions of this Ordinance.

- (1) When it appears that any Special Assessment should have been imposed under this Ordinance against a Non-Exempt Residential Property specially benefited by the provision of Solid Waste and Recyclable Materials collection and disposal services, facilities, and programs, but such property was omitted from the Assessment Roll, the Board may, upon provision of appropriate notice as set forth in Section 17.B, above, as applicable, impose by resolution the applicable Special Assessment for the Fiscal Year in which such error is discovered. Such total Special Assessment shall become delinquent if not fully paid upon the expiration of sixty (60) days from the date of the adoption of said resolution. The

Special Assessment so imposed shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved and may be collected by any means authorized by law.

- (2) The County Administrator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any Non-Exempt Residential Property, to correct any error in applying the Special Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any correction that reduces a Special Assessment shall be considered valid *ab initio* and shall in no way affect the enforcement of the Special Assessment imposed under the provisions of this Ordinance. Any correction which increases a Special Assessment or imposes a Special Assessment on omitted property shall first require notice to the affected owner in the manner described in Section 17.B, above, as applicable, providing the date, time and place that the Board will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the County Administrator and not the Property Appraiser or Tax Collector.
- (3) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections to the Assessment Roll shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll and upon timely written request and direction of the County Administrator.

SECTION 18. COUNTY WASTE DISPOSAL FEES

A. Each Person using a County Landfill shall be charged and shall pay the Tipping Fees and other fees established by the Board. Notwithstanding the foregoing, Tipping Fees and other disposal fees shall not be charged to or paid by a Residential Customer that delivers and disposes of the Residential Waste that he/she generated or produced on the Customer's Non-Exempt Residential Property during the twelve (12) month time period described in Section 17.D, above.

B. When Solid Waste is delivered to a County Landfill by a Franchisee, the County shall weigh the waste and provide the Franchisee with a ticket (receipt) that identifies the net weight of the waste delivered. Scales shall be used to determine the weight of the Solid Waste delivered to a County Landfill. In the event the County's weighing scales are out of service, the average weight of the vehicles, as previously determined with the County's scales, will be used to calculate the amount of the applicable fees. If average weights are not available, the "per ton" fees will be calculated and charged by using the estimated volume (cubic yards) of the disposed materials.

C. The Tipping Fees and other charges to be paid for the disposal of Solid Waste in the County's Landfills shall be established by resolution of the Board. On January 1, 2019, and annually thereafter, the Tipping Fees and other charges for the disposal of Solid Waste in the County's Landfills that have been established by the Board shall be automatically adjusted, upward or downward, to reflect the effect of inflation or deflation on the County's costs. More specifically, each Tipping Fee and charge existing as of the immediately preceding December 31st shall be automatically adjusted upward or downward by a percentage amount that is equal to the percentage change in the CPI during the preceding year, not to exceed four percent (4%). The percentage change in the CPI shall be determined by comparing the CPI from September 30th in the previous calendar year to the CPI on September 30th of the calendar year in which the adjustment will occur.

D. On or before January 1, 2019, and annually thereafter, the County Administrator shall provide the Clerk with a written notice of each adjustment to the Tipping Fees and other charges for the disposal of Solid Waste in the County's Landfills that will be implemented pursuant to Section 18.C, above. The notice shall identify each adjustment, the impact of the

adjustment on the Tipping Fees and other charges, and the new Tipping Fees and charges that will take effect on January 1st.

E. In addition to the adjustments provided for in Section 18.C, above, the Tipping Fees and other charges for the disposal of Solid Waste in the County's Landfills may be modified, established, or eliminated at any time by resolution of the Board.

F. Whenever the fees or charges for the disposal of Solid Waste by exclusive Franchisees are to be computed on the basis of weight, the delivery and disposal of such waste shall occur only at the Tillman Ridge Landfill, the Stratton Road Transfer Station, or other site(s) designated by the Board.

G. Each municipality desiring to dispose of Solid Waste through the County's Solid Waste management program shall dispose of such Solid Waste at the County's Landfills or other sites designated by the Board.

H. Upon the determination by the Board that the operation of any County Landfill is necessary for the health, welfare, and safety of the community, but that the administrative costs involved in collecting any of the fees or charges imposed in this Section 18 exceed the anticipated revenues resulting from such fees and charges, the Board, by resolution, may suspend the charging and collection of the fees and charges, in whole or in part, for the disposal of Solid Waste at such facility.

I. No Solid Waste shall be placed or disposed of in or at a County Landfill, except in conformity with this Ordinance and any County resolutions pertaining hereto. Refusing or failing to pay fees or charges established by the Board pursuant to this Ordinance shall be a violation of this Ordinance.

J. The County Administrator may establish policies and procedures to be followed for the collection of the Tipping Fees and other charges established pursuant to this Ordinance. The County Administrator may allow delayed payment of such fees and charges, if the delayed payments are secured by a letter of credit, surety bond, or other suitable instrument, document, or method. The policies and procedures established by the County Administrator shall be approved by Board resolution before they are implemented.

SECTION 19. VARIANCES AND WAIVERS BY THE BOARD

By resolution, the Board may grant relief from any of the requirements or deadlines contained in this Ordinance, except for those requirements or deadlines that are established by state or federal law. Any request for a variance, waiver, or other relief shall be presented in writing to the County Administrator, who shall schedule such request for the Board's consideration at a duly noticed public hearing.

SECTION 20. RULES

The Board may establish and adopt rules and regulations relating to the storage, collection, transportation, and disposal of Solid Waste in the County, as necessary to fully implement the provisions of this Ordinance. Such rules and regulations shall be adopted by resolution of the Board at a duly noticed public hearing. The Board's rules and regulations shall be enforced in the same manner as this Ordinance. The County Administrator shall have the authority to implement rules and policies that are consistent with this Ordinance. Any violation of the resolutions, rules, or regulations established under this Ordinance shall be deemed a violation of this Ordinance.

SECTION 21. APPEALS

A. An appeal to the Board may be taken by any Person aggrieved by any decision or action of the County Administrator pertaining to this Ordinance, or the resolutions, rules, and regulations promulgated pursuant hereto, provided that a petition of appeal must be filed with the Clerk within fifteen (15) days of the date of the decision or action that is the subject of such appeal. The petition of appeal shall include all relevant information pertaining to the decision or action that the aggrieved Person desires to be considered by the Board. Within twenty-one (21) days after the Clerk's receipt of the petition of appeal, the Board shall set a reasonable time for a hearing on the appeal and shall give notice of the time and place of the hearing to the Person that filed the petition. At the hearing, the Board shall allow the aggrieved Person and the County Administrator to present testimony and evidence that is relevant to the matter in dispute. Within a reasonable time after the conclusion of the hearing, the Board shall render a written decision concerning the petition of appeal.

B. Appeals from final orders and decisions rendered by the Board pursuant to this Ordinance shall be commenced by filing a timely petition for certiorari in the Circuit Court in and for St. Johns County, in accordance with the applicable Florida Rules of Court.

SECTION 22. ENFORCEMENT AND PENALTIES

A. Any Person violating any of the provisions of this Ordinance may be prosecuted in the same manner as misdemeanors are prosecuted and shall, upon conviction, be punished for each offense by a fine not to exceed five hundred dollar (\$500.00) or by imprisonment in the County jail not to exceed sixty (60) days, or by both such fine and imprisonment. Each day that an offense or violation of this Ordinance continues shall be deemed a separate offense.

B. Any Person using one or more Mechanical Containers to collect Solid Waste or Recyclable Materials in the County shall pay a fine not to exceed Five Hundred Dollars (\$500.00) per container if such person does not have a Franchise authorizing the use of the containers. In addition, upon receiving notice from the County, the Person shall immediately stop using the Mechanical Containers for the collection or transportation of Solid Waste or Recyclable Materials in the County until such Person has received an appropriate Franchise from the Board.

C. The County may impound, remove, and empty a privately owned Mechanical Container, if the County Administrator determines that (1) the Mechanical Container or its contents presents a danger or nuisance to the public or (2) the Mechanical Container is placed on County property or public right-of-way without the prior authorization of the County pursuant to a permit or Franchise. If the County impounds a Mechanical Container, the County shall make a good faith effort to identify the Person that owns the Mechanical Container and to give notice to that Person that the Mechanical Container is in the County's possession. However, the owner of the Mechanical Container shall be solely responsible for claiming the Mechanical Container from the County in a timely manner. Before the owner of the Mechanical Container may obtain possession of the Mechanical Container from the County, the owner shall pay the County's actual costs for transporting and storing the Mechanical Container, in addition to the Tipping Fees and any other costs and charges for disposing of any Solid Waste that was in the Mechanical Container when it was impounded. If the owner of the Mechanical Container fails to claim the container and pay the County's costs, Tipping Fees, and other charges within one

hundred twenty (120) days after the Mechanical Container is impounded, the County may use, sell, or otherwise dispose of the Mechanical Container and its contents and retain any proceeds therefrom.

D. In addition to imposing the penalties provided in this Ordinance, the County may abate any nuisance or other condition that is caused or permitted to exist in violation of any of the provisions of this Ordinance, or any other County ordinance. If an action to remedy the nuisance or condition is taken by the County or its agents, the owner of the property on which the nuisance or condition exists shall pay the County an amount equal to the County's total cost of taking such action, plus an administrative fee of six percent (6%). The total amount of the County's cost for undertaking an abatement action, plus the administrative fee, shall be owed by the property owner to the County and shall constitute a lien against the owner's premises until paid.

E. Any Person who knowingly makes any false or misleading statement, representation, or certification in any application, record, report, plan, or other document required to be filed, submitted, or maintained pursuant to this Ordinance, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Ordinance, shall, upon conviction, be subject to a penalty in an amount not to exceed Five Hundred Dollars (\$500.00) or imprisonment for not more than sixty (60) days, or both, as set forth above in Section 22.A. Each day a violation occurs or continues shall be deemed a separate and distinct offense.

F. This Ordinance may also be enforced by any method prescribed by law, including but not limited to injunctive relief and the enforcement mechanisms provided by Chapter 162, Florida Statutes, and any ordinances enacted thereunder.

G. The remedies provided in this Ordinance are not mutually exclusive; they are supplemental to one another and in addition to any other remedy authorized by law or equity. The County may pursue any, all, or any combination of such remedies when enforcing the terms of a Franchise agreement, this Ordinance, or any resolution, rule, or regulation promulgated hereunder, or when responding to a Person that fails to comply with the terms of a Franchise agreement, this Ordinance, or any resolution, rule, or regulation. Among other things, the

County's imposition of a penalty or fine shall not prevent the County from suspending or revoking a Franchise pursuant to Section 9, above, or a permit pursuant to Section 10, above.

SECTION 23. CONFLICT WITH OTHER ORDINANCES

In the event any word, phrase, sentence, section, or provision of this Ordinance conflicts with the provisions of County Ordinance 2015-50 (St. Johns County Wrecker Ordinance), the provisions of County Ordinance 2015-10 shall control. In the event any word, phrase, sentence, section, or provision of this Ordinance conflicts with any other County ordinance, the provisions of this Ordinance shall prevail, except as provided in Section 24, below.

SECTION 24. EFFECT ON EXISTING FRANCHISES AND SEVERABILITY

A. The adoption of this Ordinance shall not terminate any Franchise, permit, or other authorization (collectively, "Existing Franchise") for the collection, transportation or disposal of Solid Waste that is in effect when this Ordinance takes effect. Each Existing Franchise shall remain in effect and shall not expire until the date designated in the Existing Franchise, unless the Existing Franchise is revoked earlier pursuant to Section 9, above.

B. This Ordinance shall not apply to any Existing Franchise until such Franchise is renewed or amended. Any amendment to or renewal of a Franchise that was in effect on or before the effective date of this Ordinance shall automatically cause the amended or renewed Franchise to be deemed a new Franchise granted after the effective date of this Ordinance, and each sentence, phrase, section, or provision of this Ordinance that did not apply to such Franchise by reason of Section 24.A, above, shall apply to the amended or renewed Franchise on and after the effective date of the Franchise amendment or renewal.

C. Should any sentence, phrase, section, or provision of this Ordinance be declared by a court of competent jurisdiction to be unconstitutional, illegal, invalid, or void as applied to a Franchise that was in effect prior to and on the effective date of this Ordinance, whereby such invalidity is caused solely because such Franchise was already in existence on the effective date of this Ordinance, then such sentence, phrase, section or provision shall not apply to such Franchise for so long as that Franchise remains in effect, without amendment or renewal.

D. The passage and enactment of this Ordinance shall not affect or be deemed to void any code enforcement action, litigation, administrative action, or other proceeding that commenced prior to the enactment of this Ordinance.

E. The enactment of this Ordinance shall not affect or void any special non-ad valorem assessment that is due or owed under any ordinance in effect before the enactment of this Ordinance.

F. Should any word, phrase, section, or provision of this Ordinance, or the application of any provision of this Ordinance, be declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not affect the validity of the remainder of this Ordinance.

SECTION 25. REPEAL OF CERTAIN ORDINANCES

Except as otherwise set forth in Section 16.A, above, St. Johns County Ordinances 89-20, 92-14, 94-07, 94-47, 94-60, 97-37, 99-27, and 06-98 (collectively, the “Old Ordinances”) are hereby repealed. The repeal of the Old Ordinances shall not affect any punishment or penalty incurred before the repeal took effect, nor any suit, prosecution, or proceeding pending at the time of the repeal for an offense committed or cause of action arising under the Old Ordinance. Further, the repeal of the Old Ordinances shall not cause any permit, license, or Franchise issued under the Old Ordinances to terminate or expire. All such permits, licenses, and Franchises shall remain in effect until they expire by their own terms or September 30, 2017, whichever is later, unless the permit, license, or Franchise is suspended or revoked pursuant to Section 9 or Section 22 of this Ordinance. The repeal of the Old Ordinances shall not affect the levy or collection of any special non-ad valorem assessment. Any and all special non-ad valorem assessments due or owed prior to the effective date of this Ordinance, including but not limited to Special Assessments that were not levied prior to the effective date of this Ordinance, shall continue to be due and owed under this Ordinance.

SECTION 26. EFFECTIVE DATE

This Ordinance shall take effect immediately upon being filed with the Secretary of State of Florida.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida
this ____ day of _____, 2017.

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: _____
James K. Johns, Chair

Rendition Date: _____

ATTEST: HUNTER S. CONRAD, CLERK

By: _____
Deputy Clerk

Adopted during the regular meeting on: _____

Effective Date: _____