

1 **ORDINANCE SUMMARY**

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3 This purpose of this ordinance is to amend Chapter 21 of the Lake County Code, currently
4 entitled “Water Supply and Waste Disposal”, and to create Chapter 23 of the Lake County Code,
5 to be entitled “Solid Waste Collection and Disposal and Litter”, as follows:

- 6 • Rename Chapter 21, Lake County Code, as “Water”;
- 7 • Repeal Article I (“In General”) of Chapter 21;
- 8 • Repeal Article II (“Litter”) of Chapter 21;
- 9 • Repeal Article III (“Waste Disposal”) of Chapter 21;
- 10 • Renumber Article IV (“Water Shortage Regulations”) of Chapter 21 as Article I of
11 Chapter 21;
- 12 • Repeal Article V (“Pollutant Storage Tank Regulations”) of Chapter 21;
- 13 • Renumber Article VI (“Adopt-a-Lake Program”) of Chapter 21 as Article II of Chapter
14 21;
- 15 • Renumber Article VII (“Water Conservation Through Efficient Landscape Irrigation”) of
16 Chapter 21 as Article III of Chapter 21;
- 17 • Create Chapter 23, Lake County Code, entitled “Solid Waste Collection and Disposal and
18 Litter”;
- 19 • Create Article I, entitled “In General”, of Chapter 23, Lake County Code;
- 20 • Create Article II, entitled “Definitions”, of Chapter 23, Lake County Code;
- 21 • Create Article III, entitled “Residential Solid Waste Program”, of Chapter 23, Lake
22 County Code;
- 23 • Create Article IV, entitled “Commercial Solid Waste Program”, of Chapter 23, Lake
24 County Code;
- 25 • Create Article V, entitled “Convenience Centers”, of Chapter 23, Lake County Code;
- 26 • Create Article VI, entitled “Hazardous Waste and Household Hazardous Waste”, of
27 Chapter 23, Lake County Code;
- 28 • Create Article VII, entitled “Assessments”, of Chapter 23, Lake County Code; and
- 29 • Create Article VIII, entitled “Litter”, of Chapter 23, Lake County Code.

30
31 Changes are shown as follows: Strikethrough for deletions and Underline for additions to
32 existing Code sections. Renumbering and/or relettering were added as needed.

33
34 **ORDINANCE NO. 2014-_____**

35
36 **AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LAKE**
37 **COUNTY, FLORIDA; AMENDING CHAPTER 21 OF THE LAKE COUNTY CODE,**
38 **ENTITLED “WATER SUPPLY AND WASTE DISPOSAL”, BY DELETING OBSOLETE**
39 **PROVISIONS, RENUMBERING THE REMAINING PROVISIONS AND RENAMING**
40 **CHAPTER 21 AS “WATER”; CREATING A NEW CHAPTER 23 OF THE LAKE**
41 **COUNTY CODE, TO BE ENTITLED “SOLID WASTE COLLECTION AND DISPOSAL**
42 **AND LITTER”, AND CREATING THE FOLLOWING ARTICLES UNDER THE NEW**
43 **CHAPTER 23; CREATING ARTICLE I, ENTITLED “IN GENERAL”, TO INCLUDE**

1 SUBSECTIONS REGARDING FINDINGS OF FACT, PURPOSE AND INTENT,
2 GENERAL AUTHORITY OF THE BOARD RELATIVE TO SOLID WASTE
3 MANAGEMENT, GENERAL SOLID WASTE DISPOSAL RULES APPLICABLE IN
4 COUNTY AND VIOLATIONS; CREATING ARTICLE II, ENTITLED
5 “DEFINITIONS”; CREATING ARTICLE III, ENTITLED “RESIDENTIAL SOLID
6 WASTE PROGRAM”, TO INCLUDE SUBSECTIONS REGARDING GENERAL
7 RULES, COLLECTION SCHEDULE AND HOLIDAYS, GARBAGE AND RECYCLING
8 CARTS, YARD TRASH, BULK WASTE AND DIRECTOR AUTHORIZATION;
9 CREATING ARTICLE IV, ENTITLED “COMMERCIAL SOLID WASTE PROGRAM”,
10 TO INCLUDE SUBSECTIONS REGARDING THE FRANCHISE REQUIREMENT, USE
11 OF CONVENIENCE CENTERS AND THE CENTRAL SOLID WASTE FACILITY BY
12 COMMERCIAL BUSINESS OWNERS, GENERAL PROVISIONS, APPLICATION
13 REQUIREMENTS, OPERATIONAL RULES FOR COMMERCIAL FRANCHISES,
14 VIOLATIONS OF COMMERCIAL FRANCHISE RULES AND COMMERCIAL
15 FRANCHISE FEES; CREATING ARTICLE V, ENTITLED “CONVENIENCE
16 CENTERS”, TO INCLUDE A SUBSECTION REGARDING USAGE RULES FOR
17 RESIDENTS OF LAKE COUNTY; CREATING ARTICLE VI, ENTITLED
18 “HAZARDOUS WASTE AND HOUSEHOLD HAZARDOUS WASTE”, TO INCLUDE A
19 SUBSECTION REGARDING RULES FOR DISPOSAL OF HAZARDOUS WASTE AND
20 HOUSEHOLD HAZARDOUS WASTE; CREATING ARTICLE VII, ENTITLED
21 “ASSESSMENTS”, TO INCLUDE SUBSECTIONS REGARDING IMPOSITION OF
22 ASSESSMENTS, HARDSHIP ASSISTANCE, NON-ACCESSIBLE PREMISE REFUND
23 AND ANNUAL VACANCY REFUND, INTERIM WASTE MATERIALS ASSESSMENT,
24 COLLECTION OF WASTE MATERIALS ASSESSMENTS AND GENERAL
25 PROVISIONS; CREATING ARTICLE VIII, ENTITLED “LITTER”, TO INCLUDE
26 SUBSECTIONS REGARDING JUNK, PROHIBITING ACCUMULATION OF SOLID
27 WASTE, REMOVAL OF OBJECTS FALLEN OFF VEHICLES, LITTER STORAGE,
28 LITTER CONTROL, CAUSING NUISANCES AND DISPOSAL OF LITTER AND/OR
29 JUNK; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE
30 CODE; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; AND
31 PROVIDING FOR AN EFFECTIVE DATE.

32
33 **WHEREAS**, the Board of County Commissioners of Lake County, Florida appointed a
34 Solid Waste Advisory Committee of citizens who reviewed the solid waste collection and
35 disposal systems in Lake County, Florida; and

36
37 **WHEREAS**, Lake County has existing contracts for collection of residential and
38 commercial solid waste and disposal of such waste all of which expire during 2014; and

39
40 **WHEREAS**, the Solid Waste Advisory Committee recommended several changes to the
41 Lake County system of collection and disposal of solid waste; and

42
43 **WHEREAS**, after reviewing such recommendations and holding public hearings, the
44 Board of County Commissioners authorized the release of requests for proposals for the
45 collection of residential solid waste and the disposal of such waste; and

1 **WHEREAS**, the Board of County Commissioners also directed its staff to create a non-
2 exclusive franchise ordinance for the collection of commercial waste in order to provide a
3 competitive environment for commercial customers in Lake County; Florida, and
4

5 **WHEREAS**, the Board of County Commissioners reviewed the responses to the
6 Requests for Proposal for the collection and disposal of residential solid waste, and entered into
7 contracts for such services commencing October 1, 2014; and
8

9 **WHEREAS**, it is necessary to amend the current provisions of the Lake County Code to
10 incorporate the rules and requirements of the new collection and disposal agreements; and
11

12 **WHEREAS**, the current exclusive franchises for the collection of commercial solid
13 waste also expire on October 1, 2014 and it is necessary to implement rules and regulations
14 governing the non-exclusive franchise process;
15

16 **NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of
17 Lake County, Florida as follows:
18

19 **SECTION 1.** Chapter 21 of the Lake County Code is renamed and retitled as “WATER” and is
20 hereby amended as follows:
21

22 A. Articles I, II, III, and V are hereby repealed in their entirety, and all subsections
23 therein shall be reserved.
24

25 B. Article IV shall be renumbered as Article I, Article VI shall be renumbered as Article
26 II, and Article VII shall be renumbered as Article III.
27

28 **SECTION 2.** Chapter 23 of the Lake County Code, to be entitled “Solid Waste Collection and
29 Disposal and Litter”, is hereby created to read as follows:
30

31 **CHAPTER 23 SOLID WASTE COLLECTION AND DISPOSAL AND LITTER**
32

33 **ARTICLE I. IN GENERAL**
34

35 **Sec. 23.01 Findings of Fact.**
36

37 The Board of County Commissioners of Lake County, Florida hereby finds, determines and
38 declares that:
39

40 (a) Pursuant to Sections 125.01 and 125.66, Florida Statutes, the Board has all powers of
41 self-government to perform County functions and to render services in a manner not
42 inconsistent with general law, and such power may be exercised by the enactment of
43 County ordinances; and
44

1 (b) Regulation of the collection and disposal of Solid Waste within the County by the Board
2 serves a public purpose; and

3
4 (c) Pursuant to Section 125.01(1)(k), Florida Statutes, the Board has the authority to enter
5 into franchise agreements for the collection and disposal of Solid Waste within the
6 County; and

7
8 (d) The requirements and standards created by this part are necessary and appropriate to
9 protect the health, safety and welfare of the citizens of Lake County.

10
11 **Sec. 23.02 Purpose and Intent.**

12
13 It is the purpose and intent of this part to:

14
15 (a) Ensure the maintenance, restoration, enhancement and protection of the environment,
16 including natural resources, by providing for the safe and proper disposal of Solid Waste
17 and by encouraging Recycling; and

18
19 (b) Establish standards and responsibilities for all Persons who generate and/or dispose of
20 Solid Waste within the County; and

21
22 (c) Regulate all Persons who collect, transport, or dispose of Solid Waste within the County,
23 except as otherwise provided herein; and

24
25 (d) Provide rules regarding the availability of certain Solid Waste services to all residents of
26 Lake County, living in both the unincorporated and the incorporated areas.

27
28 **Sec. 23.03 General authority of Board of County Commissioners relative to Solid Waste**
29 **management; Recovered Materials management; franchises; permits, etc.**

30 (a) The Board of County Commissioners may:

31 (1) Create, establish, maintain, and operate, directly or indirectly, Solid Waste
32 management and Recovered Materials management services.

33 (2) Charge and collect fees from the users of the Solid Waste management and
34 Recovered Materials management services in order to defray the cost and
35 expenses, or any portion thereof, necessary for the establishment, maintenance
36 and operation of said Solid Waste management and Recovered Materials
37 management services.

38 (3) For the purpose of establishing, maintaining and operating the Solid Waste
39 management and Recovered Materials management services provided for by this

1 section, purchase, rent or lease such equipment, facilities and land as may within
2 its discretion be necessary for such purposes.

3 (4) Within its discretion, contract with any or all of the various municipalities in the
4 County for the provision of Solid Waste management and Recovered Materials
5 management services.

6 (5) Erect, acquire, rent, lease, own, operate and maintain such Solid Waste disposal
7 units as it may, from time to time, deem necessary or expedient for the protection
8 of the health and welfare of its inhabitants, for the disposal of Solid Waste.

9 (6) Fix fees and make such charges or rentals for the disposal of Solid Waste for the
10 use of the County Solid Waste management facilities or Recovered Materials
11 management facilities, as may be necessary to pay off and retire any rentals or
12 indebtedness including costs, interest and charges, to pay the cost of operating the
13 units, or such other County Solid Waste management facilities or Recovered
14 Materials management facilities maintaining and repairing the same, principal and
15 interest on any deferred payments and provide a margin of safety and creating a
16 reserve. The Board may fix and revise the fees and charges from time to time as
17 may be necessary to provide the amounts hereinabove required, or in the event
18 said unit or units or such other County Solid Waste management facilities or
19 Recovered Materials management facilities are rented, leased or under contract
20 for such service, to fix such charges sufficient to pay all sum or sums that may be
21 required by the Board to pay for such services.

22 (7) For the purpose of promoting the health and general welfare of the communities,
23 grant non-exclusive franchises or permits in the County as may be designated by
24 it lying outside the boundary of any city or town, except where such city or town
25 has entered into a contract with the County to allow the inclusion of the city or
26 town in the district created by the County, to persons applying therefor, for the
27 purpose of providing Solid Waste management services or Recovered Materials
28 management services in the county. The Board may designate and create districts
29 of such size, number, shape or area as it may from time to time deem best suited
30 to carry out the purposes of this chapter.

31 (b) The definitions set forth in section 23-11 shall apply to all of Chapter 23.

32 **Sec. 23.04 General Solid Waste Disposal Rules Applicable in County.**

33

1 (a) A Person may not place or deposit any Solid Waste in or on the land unless a permit has
2 been obtained from the Department of Environmental Protection or such placement or
3 disposal is exempt from such permitting pursuant to F.S. 403.707(2).

4 (b) A Person may not burn Solid Waste except in a manner prescribed by the Department of
5 Environmental Protection.

6 (c) All Hazardous Waste, Household Hazardous Waste, Radioactive Waste and Biomedical
7 Waste shall be disposed of in compliance with Florida state law. Radioactive Waste and
8 Biomedical Waste shall not be disposed of in the Curbside pickup or at the convenience
9 centers. Hazardous Waste and Household Hazardous Waste may be disposed of at
10 County-operated convenience centers only if such convenience center has been
11 authorized to collect such waste.

12 (d) All Solid Waste that is not disposed as provided in (a), (b) or (c) above shall be disposed
13 of as follows:

14 (1) Collection by the County franchised hauler in compliance with the rules and
15 regulations provided herein; or

16 (2) Disposition at a County-operated convenience center or at any other facility that is
17 properly permitted and in compliance with Florida law; or

18 (3) Disposition via other lawful methods of disposal such as Recycling through
19 charitable organizations, composting, etc.

20 **Sec. 23.05 Violations.**

21 A violation of any of the provisions of this Chapter shall be a violation of the Lake County Code
22 and shall be subject to the Code Enforcement proceedings outlined in Chapter 8, Lake County
23 Code.

24 **Secs. 23.06 – 23.10 Reserved.**

25
26 **ARTICLE II. DEFINITIONS**

27
28 **Sec. 23.11 Definitions.**

29 The following words, terms and phrases, when used in all articles of Chapter 23 shall have the
30 meanings ascribed to them in this section, Chapter 62-701, Florida Administrative Code, as
31 amended from time to time, and Chapter 403, Florida Statutes, as amended from time to time,
32 except where the context clearly indicates a different meaning:

1 **Annual Rate Resolution** means the resolution establishing the rate at which the waste materials
2 management system assessments or fees or charges, or all three, for a specific Fiscal Year shall
3 be computed.

4 **Assessment Roll** shall mean a Non-Ad Valorem Assessment Roll relating to Solid Waste
5 management system costs and Recovered Materials management system costs, approved by a
6 Final Assessment Resolution or an Annual Rate Resolution.

7 **Biomedical Waste** shall mean any solid or liquid waste which may present a threat of infection
8 to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from
9 humans and other primates; laboratory and veterinary wastes which contain human disease-
10 causing agents; discarded sharps; and absorbent materials saturated with blood or body fluids.

11 **Board** shall mean the Board of County Commissioners of Lake County, Florida.

12 **Building** shall mean any structure, whether temporary or permanent, built for the support, shelter
13 or enclosure of people, chattel, or property. This term shall include mobile homes or similar
14 vehicles serving the function of a Building.

15 **Bulk Waste** shall mean a large item that is discarded by a Customer on their Residential
16 Property as a result of normal housekeeping activities, which cannot be placed in a Garbage Cart
17 because of its size, shape or weight. Bulk Waste includes, but is not limited to, White Goods,
18 furniture, household goods, materials resulting from home improvement projects, fixtures, sinks,
19 toilets, ladders, Electronic Equipment, and carpet. Bulk Waste does not include Exempt Waste
20 or large items that are not customarily found in a residential Dwelling Unit.

21 **Central Solid Waste Facility** shall mean the primary Lake County landfill, Recycling,
22 household chemical and White Goods disposal center, located at 13130 County Landfill Road in
23 Tavares.

24 **Certificate of Occupancy** shall mean a document issued by the County certifying that a newly
25 constructed Building has been constructed in compliance with County specifications and is
26 suitable for use.

27 **Collection** shall mean (a) the process of picking up Solid Waste and Recyclable Materials from a
28 Person that generates such waste and materials and (b) the process of transporting and delivering
29 the Solid Waste and Recyclable Materials to a Solid Waste Management Facility.

30 **Collection Service** shall mean one or more of the various services provided for the Collection of
31 Solid Waste and Recyclable Materials.

32 **Commercial Collection Service** shall mean the Collection and transportation of Solid Waste,
33 excluding Hazardous Waste, Biomedical Waste and Construction and Demolition Debris, from
34 Commercial Property.

1 **Commercial Franchise** shall mean an agreement between a commercial business and County
2 that authorizes the business to collect, transport and dispose of Commercial Waste.

3 **Commercial Property** shall mean real property that is not classified as Residential Property.

4 **Commercial Waste** shall mean Solid Waste generated on Commercial Property.

5 **Construction and Demolition Debris** shall mean discarded materials generally considered to be
6 not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick,
7 concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, resulting from the
8 construction, destruction, or renovation of a structure.

9 **County** shall mean, depending on the context: (a) the geographic area contained within
10 unincorporated Lake County, (b) the government of Lake County, acting through the Board or its
11 designee(s), or (c) the unincorporated area and any municipality that has entered into an
12 agreement with Lake County for the collection and disposal of Solid Waste within the municipal
13 boundary.

14 **County Manager** shall mean the County’s chief executive officer or their designee(s).

15 **Cover** means any device, equipment, container, close fitting tarpaulin, chain, rope, wire or line
16 used on vehicles to prevent any part of a vehicle load from sifting, blowing, leaking, falling or
17 escaping in any manner from the vehicle.

18 **Curbside** shall mean a location adjacent to a road or right-of-way that abuts a Customer’s
19 property and provides access for the Collection vehicles. If there is no public access to the
20 Customer’s property, Curbside shall mean a location that is adjacent to a public or private
21 roadway where the service provider may lawfully gain access and provide Collection Service to
22 the Customer.

23 **Customer** shall mean any Person that owns or occupies Residential Property that receives
24 Collection Service.

25 **Designated Facility** shall mean a facility designated by the County for the Recycling or disposal
26 of the Solid Waste and Recyclable Materials collected pursuant to this Agreement.

27 **Director** shall mean the Division Manager of the County’s Solid Waste Division or their
28 designee(s).

29 **District** means special district, municipal service taxing unit, municipal service benefit unit or
30 any geographical area in unincorporated Lake County identified by the Board of County
31 Commissioners for the provisions of a Solid Waste management system or Recovered Materials
32 management system services.

33 **Dwelling Unit** shall mean any type of structure or Building unit intended for, or capable of being
34 utilized for, residential living, except those structures or Building units included within the

1 definition of Commercial Property. A Dwelling Unit includes a room or rooms constituting a
2 separate, independent living area with a kitchen or cooking facilities, a separate entrance, and
3 bathroom facilities, which are physically separated from other Dwelling Units, whether located
4 in the same structure or in separate structures.

5 **Electronic Equipment** shall mean large electronic devices that have been discarded, including
6 but not limited to computers, monitors, televisions, cathode ray tubes, printers, scanners, and
7 copying machines.

8 **Enforcement Officer** means any law enforcement officer or county code enforcement officer or
9 building inspector or other employee appointed by the board of county commissioners to enforce
10 county ordinances.

11 **Exempt Waste** shall mean materials that are exempt from the Contractor's exclusive franchise
12 under this Agreement.

13 **Final Assessment Resolution** means the resolution which shall confirm or deny the Initial
14 Assessment Resolution and which shall be the final proceeding for the imposition of a Waste
15 Materials Assessment.

16 **Fiscal Year** means that period beginning October 1 of each year and ending on the 30th day of
17 September of the subsequent year.

18 **Franchise Agreement** means a license granted by Lake County to a hauler to collect, transport
19 and dispose of Commercial Waste, acceptance of which by the hauler establishes the hauler's
20 assent to be bound by the rules of Chapter 23, Lake County Code.

21 **Garbage** shall mean all kitchen and table food waste, and animal or vegetative waste that is
22 attendant with or results from the storage, preparation, cooking, or handling of food materials.
23 Garbage does not include Yard Trash.

24 **Garbage Can** shall mean any commonly available metal or heavy-duty plastic receptacle for
25 Solid Waste that has an enclosed bottom and sides, a tight fitting lid or top, handles on the sides,
26 and a capacity of approximately thirty-two (32) gallons or less.

27 **Garbage Cart** shall mean a container that is made with heavy-duty hard plastic or other
28 impervious material, hot-stamped or stenciled with the County logo, with enclosed sides and a
29 bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the
30 automated or semi-automated Collection of Garbage and Rubbish.

31 **Hazardous Waste** shall mean Solid Waste, or a combination of Solid Wastes, which, because of
32 its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or
33 significantly contribute to, an increase in mortality or an increase in serious irreversible or
34 incapacitating reversible illness or may pose a substantial present or potential hazard to human
35 health or the environment when improperly transported, disposed of, stored, treated, or otherwise
36 managed. Hazardous Waste includes any material or substance identified as a Hazardous Waste,

1 hazardous substance, or hazardous material in the Florida Administrative Code, Florida Statutes,
2 or other applicable law.

3 **Holiday** shall mean New Year’s Day (January 1), Memorial Day, Independence Day (July 4),
4 Labor Day, Thanksgiving Day, and Christmas Day (December 25).

5 **Household Hazardous Waste** shall mean common household products that contain corrosive,
6 toxic, ignitable or reactive ingredients, and that require special care in disposal. Household
7 Hazardous Waste includes but is not limited to paints, thinners, cleaning products, oils, batteries,
8 pesticides, automotive fluids, pool chemicals, and mercury from thermometers.

9 **Improved Property** shall mean any cleared, graded or drained real property upon which a
10 Building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of
11 Occupancy has been issued) for residential, commercial, institutional or industrial use.

12 **Initial Assessment Resolution** means the resolution which shall be the initial proceeding for the
13 imposition of a Waste Materials Assessment.

14 **Junk** means tangible personal property having little, or no, value other than nominal salvage
15 value, and which has been left, placed, parked, or stacked unprotected from the elements, on a
16 trailer or truck bed or outside of a structure, and shall include wrecked, inoperative, dilapidated
17 or partially dismantled motor vehicles, trailers, boats, machinery, home appliances, refrigerators,
18 washing machines, plumbing fixtures, furniture and any other similar articles.

19 **Land Clearing Debris** shall mean the trees, tree trunks, limbs, stumps, bushes, other vegetation,
20 rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

21 **Litter** means any garbage, rubbish, trash, refuse, can, bottle, container, paper, lighted or
22 unlighted cigarette or cigar, or flaming or glowing material or other like material.

23 **Mobile Home Park** means a trailer park for mobile or modular homes, if the lots in the park are
24 included in the current Assessment Roll.

25 **New Customer** shall mean the occupant of a parcel of Residential Property that receives
26 Collection Service for the first time after the commencement date.

27 **Non-Ad Valorem Assessment** means only those assessments that are not based upon millage
28 and that can become a lien against a homestead as permitted in Article X, Section 4, State of
29 Florida Constitution.

30 **Ordinances** shall mean the County's Code of Ordinances, as amended from time to time.

31 **Person** shall mean any and all Persons, natural or artificial, including any individual, firm,
32 partnership, joint venture, or other association, however organized; any municipal or private
33 corporation organized or existing under the laws of the State of Florida or any other state; any
34 County or municipality; and any governmental agency of any state or the federal government.

1 **Plastic Bag** shall mean a heavy-duty plastic trash bag that is securely tied at the top.

2 **Premises** shall mean Improved Property.

3 **Radioactive Waste** shall mean any equipment or materials that are radioactive or have
4 radioactive contamination, and are required by law to be stored, treated, or disposed of as
5 Radioactive Waste.

6 **Recovered Materials** shall mean metal, paper, glass, plastic, textile, or rubber materials that
7 have known Recycling potential, can be feasibly recycled and have been diverted and source
8 separated or have been removed from the Solid Waste stream for sale, use or reuse as raw
9 materials, whether or not the materials require subsequent processing or separation from each
10 other, but does not include materials destined for any use that constitutes disposal. Recovered
11 Materials as described above are not Solid Waste. Recovered Material does not include any
12 material or substance that does not fit within one of the six categories described in this definition
13 (metal, paper, glass, plastic, textile, or rubber). Unsorted Construction and Demolition Debris is
14 not a Recovered Material.

15 **Recyclable Materials** shall mean those materials that are capable of being recycled and would
16 otherwise be processed or disposed of as Solid Waste. Recyclable Materials include newspapers,
17 telephone books, glass bottles and containers, plastic bottles and containers, steel cans, aluminum
18 cans, and other materials designated by the Director as Recyclable Materials.

19 **Recycling** shall mean any process by which materials that would otherwise have been Solid
20 Waste, are collected, separated, or processed and reused or returned to use in the form of raw
21 materials or products.

22 **Recycling Carts** shall mean a container that is made of heavy-duty hard plastic or other
23 impervious material, hot-stamped or stenciled with the County logo, with enclosed sides and a
24 bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, and used for the
25 automated or semi-automated Collection of Recyclable Materials.

26 **Recycling Container** shall mean any container approved by the Director for the Collection of
27 Recyclable Materials, including but not limited to Recycling Carts.

28 **Residential Collection Service** shall mean the Collection of Residential Waste from Residential
29 Property pursuant to this Agreement.

30 **Residential Property** shall mean each parcel of Improved Property that is used for a single
31 family Dwelling Unit and that is included in the Assessment Roll.

32 **Residential Waste** shall mean Garbage, Rubbish, Yard Trash, Recyclable Materials, and Bulk
33 Waste generated by a Customer upon the Customer's Residential Property.

34 **Roll-Off Container** shall mean a large metal container used for the Collection of Solid Waste or
35 Recyclable Materials, which is rolled-off of a motor vehicle when the container is placed at a

1 Collection site and then rolled-onto the vehicle when the container is ready to be transported to a
2 Solid Waste Management Facility.

3 **Rubbish** shall mean waste material (other than Garbage, Yard Trash, and Bulk Waste) resulting
4 from normal housekeeping activities on Residential Property. Rubbish includes but is not
5 limited to discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source
6 separated, and similar materials.

7 **Scheduled Collection Day** shall mean a day when the Contractor is scheduled to provide
8 Collection Service to a Customer for Recyclable Materials or one of the various components of
9 Residential Waste.

10 **Set Out** shall mean the preparation and placement of Solid Waste and Recyclable Materials for
11 Collection at the Customer's Premises.

12 **Sludge** shall mean the accumulated solids, residues and precipitates generated as a result of
13 waste treatment or processing including wastewater treatment, water supply treatment, or
14 operation of an air pollution control facility, and mixed liquids and solids pumped from septic
15 tanks, grease traps, privies, or similar disposal appurtenances or any other waste having similar
16 characteristics.

17 **Solid Waste** shall mean Sludge unregulated under the federal Clean Water Act or Clean Air Act,
18 Sludge from a waste treatment works, water supply treatment plant, or air pollution control
19 facility, or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid,
20 liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial,
21 mining, agricultural or governmental operations. Solid Waste includes but is not limited to
22 Biomedical Waste, Bulk Waste, Commercial Waste, Construction and Demolition Debris,
23 Disaster Debris, Electronic Equipment, Garbage, Hazardous Waste, Land Clearing Debris,
24 Radioactive Waste, Recyclable Materials, Residential Waste, Rubbish, Special Waste, Tires,
25 White Goods, and Yard Trash.

26 **Solid Waste Management Facility** means any Solid Waste disposal area, volume reduction
27 plant, transfer station, Materials Recovery Facility, or other facility, the purpose of which is
28 resource recovery or the disposal, Recycling, processing, or storage of Solid Waste. The term
29 does not include Recovered Materials processing facilities that meet the requirements of Section
30 403.7046, Florida Statutes, except the portion of such facilities, if any, which is used for the
31 management of Solid Waste.

32 **Special Waste** shall mean Solid Waste that can require special handling and management,
33 including, but not limited to, White Goods, Tires, used oil, lead-acid batteries, Construction and
34 Demolition Debris, ash residue, Electronic Equipment, Hazardous Waste, Biomedical Waste,
35 and Land Clearing Debris.

36 **Storage** means the interim containment of litter in an approved manner prior to its proper and
37 final disposal.

1 **Tax Roll** means the real property ad valorem tax assessment roll maintained by the property
2 appraiser of the County for the purpose of the levy and collection of ad valorem taxes.

3 **Tires** shall mean discarded automotive, motor vehicle, and trailer tires, including rims, but
4 excluding tires that have an inside diameter of 25 inches or greater.

5 **Unauthorized Accumulation** means accumulation of Litter on any property which creates an
6 offensive odor or a condition of unsightliness.

7 **Uniform Assessment Collection Act** means F.S. §§ 197.3632 and 197.3635, or any successor
8 statutes, authorizing the collection of Non-Ad Valorem Assessments on the same bill as ad
9 valorem taxes.

10 **Waste Materials Assessment** means a Non-Ad Valorem Assessment lawfully imposed by the
11 County against Improved Property to pay all or a portion of the Solid Waste management system
12 costs and the Recovered Materials management system costs.

13 **White Goods** shall mean large discarded appliances, including but not limited to refrigerators,
14 ranges, washing machines, clothes dryers, water heaters, freezers, and air conditioners. White
15 Goods must be generated by the Customer at the Customer's Improved Real Property where the
16 White Goods are collected.

17 **Yard Trash** shall mean vegetative matter resulting from landscaping maintenance, including but
18 not limited to shrub and tree trimmings, grass clippings, palm fronds, and branches. Yard Trash
19 does not include Land Clearing Debris.

20
21 **Secs. 23.12 – 23.17. Reserved.**

22
23 **ARTICLE III. RESIDENTIAL SOLID WASTE PROGRAM**

24
25 **Sec. 23.18 In General.**

26
27 (a) County operates a Collection Service for occupants of Residential Property in the
28 County.

29 (b) County finds that the failure or inability to economically recover material and energy
30 resources from Solid Waste results in the unnecessary waste and depletion of our natural
31 resources. As the County continues to grow, the potential amount of discarded material
32 will increase. Therefore, the maximum Recycling and reuse of such resources are
33 considered high-priority goals of the County.

34 (c) Recyclable Materials and Yard Trash will be picked up separately from other Solid
35 Waste. County-operated convenience centers will have separate Roll-Off Containers for
36 Recyclable Materials and Yard Trash. Customers are strongly encouraged to separate
37 Recyclable Materials from their Solid Waste, and to dispose of such waste in the

1 appropriate Curbside pickup or Roll-Off Container. Customers shall not put Yard Trash
2 in their Garbage or Recycling Cart.

3 (d) Garbage shall be picked up a minimum of one (1) time per week, Recycling shall be
4 picked up one (1) time per week, and Yard Trash shall be picked up one (1) time per
5 week.

6 (e) There is a separate Collection system for Bulk Waste, which shall be disposed of as
7 described herein.

8 (f) County-operated convenience centers are one component of the Lake County Solid
9 Waste Collection system, and are governed by the usage rules contained herein.

10 **Sec. 23.19 Collection Schedule and Holidays.**

11
12 (a) Collection of Garbage and Recycling will occur on the same day, and Collection of Yard
13 Trash will occur on a different day. Customers will receive notice of their Scheduled
14 Collection Days. Normally, Collection will be Monday through Friday.

15 (b) The following shall apply whenever a Holiday occurs on a Scheduled Collection Day: if
16 a Scheduled Collection Day falls on a Holiday, Collection will be on the first day after
17 the Scheduled Collection Day, and all the other Scheduled Collection Days in that week
18 shall be shifted back one day. For example, if the Scheduled Collection Day is a
19 Monday, and Monday is a Holiday, then Collection will occur on Tuesday, and every
20 other Scheduled Collection Day that week will occur one day later than normal. Under
21 these circumstances, Customers that normally receive Collection Service on Friday will
22 receive Collection Service on Saturday.

23 (c) In the event the Director approves Garbage being picked up twice per week, Scheduled
24 Collection Days will be Monday through Saturday. In the event the Director approves
25 Garbage being picked up twice per week and a Holiday occurs on a Scheduled Collection
26 Day, there will only be one Collection Day that week and Collection will occur on the
27 next scheduled Collection Day.

28
29 **Sec. 23.20 Garbage Carts and Recycling Carts.**

30
31 (a) The County shall provide one (1) Garbage Cart and one (1) Recycling cart to each
32 Customer.

33 (1) The Garbage and Recycling Carts shall remain the property of County, and shall
34 be used by Customers only to dispose of Solid Waste or Recyclable Materials in
35 County's Curbside Collection program.

1 (2) Should a Customer move from their Residential Property, the Garbage Cart and
2 Recycling Cart shall be left at the Residential Property, and the Customer shall
3 secure the Garbage and Recycling Carts so that the New Customer will be able to
4 use the Garbage and Recycling Carts.

5 **(b) Garbage Carts and Recycling Carts will be available in three (3) approximate sizes:**
6 **thirty-five (35), sixty-four (64) and ninety-six (96) gallons.**

7 (1) The Director will determine the size of the Garbage Carts and Recycling Carts
8 that will initially be distributed to each Customer.

9 (2) Customers shall be allowed to exchange their Garbage Cart or Recycling Cart for
10 a different size. Customers may make one (1) such exchange on or before April
11 1, 2015 with no fee for exchange or delivery. After that date, there will be a fee
12 to exchange a Garbage or Recycling Cart, and a fee for delivery, as determined by
13 resolution of the Board of County Commissioners, except that there shall be no
14 exchange or delivery fee to exchange a Recycling Cart for a larger Recycling
15 Cart.

16 **(c) Maintenance of Garbage Carts and Recycling Carts.**

17 (1) Customers shall be responsible for storing, cleaning and maintaining their
18 Garbage Carts and Recycling Carts in a sanitary condition.

19 (2) County will make necessary repairs or replace Garbage Carts or Recycling Carts
20 that are damaged through normal use, or which are stolen or lost.

21 (3) Customers will be responsible for the costs of repair or replacement of a Garbage
22 Cart or Recycling Cart if Customer is responsible for such damage due to
23 intentional or grossly negligent conduct.

24 (4) Customers shall notify County if Customer becomes aware that a Garbage Cart or
25 Recycling Cart is damaged and in need of repair.

26 (5) Customer shall not deface the Garbage Cart or Recycling Cart through the use of
27 paint, markers or other material. Customers may place identification tags or
28 stickers on the carts so long as such tags or stickers can be attached without
29 damaging the cart.

30 **Sec. 23.21 Additional Garbage Cart Rules. Use of Garbage Carts and Set-Out Procedures**
31 **are as follows:**

- 1 (a) All Customers in Lake County shall place all of their Garbage and Rubbish in their
2 Garbage Cart in order to receive Residential Collection Service. Customers shall not put
3 Yard Trash in their Garbage Cart and are strongly encouraged to refrain from putting
4 Recycling in their Garbage Cart.
- 5 (b) Customers shall place their Garbage Cart at the Curbside, unless an alternative location is
6 agreed upon by the Customer and the Director, prior to six o'clock (6:00) a.m. on the
7 Scheduled Collection Day. The Customer shall place the Garbage Cart such that the
8 handles and the wheels face away from the road.
- 9 (c) All Garbage must be placed inside the Garbage Cart, and no Garbage placed outside the
10 Garbage Cart will be picked up, except upon approval of the Director. At the Collection
11 immediately following a Holiday, Customers may place unlimited amounts of Garbage
12 and Rubbish at the curb, and the Garbage and Rubbish may be placed inside the Garbage
13 Cart or in any other container or Plastic Bag, as long as the Customer adheres to weight
14 and capacity limitations stated herein for Garbage Carts and other disposal containers.
- 15 (d) A Customer may purchase a second Garbage Cart so long as the Customer pays the
16 accompanying fee and delivery fee for the second cart, and an annual fee for additional
17 disposal. If a Customer's home is located a significant distance from the Curbside, the
18 Director may authorize two (2) thirty five (35)-gallon Garbage Carts instead of one (1)
19 sixty four (64) or ninety six (96)-gallon Garbage Cart, at no additional cost to the
20 Customer.
- 21 (e) A Customer shall not place their Garbage and Rubbish in another Person's Garbage Cart
22 or disposal container, or Set Out Garbage and Rubbish for Collection on property not
23 owned or occupied by the Customer.
- 24 (f) A Customer shall only Set Out for Collection the Garbage and Rubbish that is generated
25 at the Customer's dwelling.
- 26 (g) Garbage Carts shall not be loaded with more than one hundred fifty (150) pounds or the
27 cart's rated capacity, as shown on the lid of the cart, whichever is less. Other disposal
28 containers shall not be loaded with more than fifty (50) pounds of material.
- 29 (h) Customers are responsible for removing their Garbage Carts from the right-of-way,
30 replacing them on their property and properly securing them by ten o'clock (10:00) p.m.
31 on the day of Collection Service.

32
33 **Sec. 23.22 Additional Recycling Cart Rules. Use of Recycling Carts and Set-Out**
34 **Procedures are as follows:**
35

- 1 (a) All Customers in Lake County are strongly encouraged to place all of their Recyclable
2 Materials in their Recycling Cart. Customers shall not put Garbage or Yard Trash in their
3 Recycling Cart.
- 4 (b) Customers shall place their Recycling Cart at the Curbside, unless an alternative location
5 is agreed upon by the Customer and the Director, prior to six o'clock (6:00) a.m. on the
6 Scheduled Collection Day. The Customer shall place the Recycling Cart such that the
7 handles and the wheels face away from the road.
- 8 (c) All Recyclable Materials must be placed inside the Recycling Cart, and no Recyclable
9 Materials placed outside the Recycling Cart will be picked up, except upon approval of
10 the Director. Recyclable Materials shall not be placed in plastic bags. At the Collection
11 immediately following a Holiday, Customers may place unlimited amounts of Recyclable
12 Materials at the Curbside, and the Recyclable Materials shall be placed inside the
13 Recycling Cart or in any other container, as long as the Customer adheres to weight and
14 capacity limitations stated herein for Recycling Carts and other disposal containers. At
15 the Collection immediately following a Holiday, cardboard may be placed at the
16 Curbside without being placed in a container.
- 17 (d) Upon request, the Director may authorize an additional Recycling Cart(s) for a Customer,
18 if it is determined to be necessary based on the amount of Recyclable Materials generated
19 at the Residential Property. There shall be no fee or delivery fee to the Customer for an
20 additional Recycling Cart(s).
- 21 (e) A Customer shall not place their Recyclable Materials in another Person's Recycling Cart
22 or disposal container, or Set Out Recycling for Collection on property not owned or
23 occupied by the Customer.
- 24 (f) A Customer shall only Set Out for Collection the Recyclable Materials that are generated
25 at the Customer's dwelling.
- 26 (g) Recycling Carts shall not be loaded with more than one hundred fifty (150) pounds or the
27 cart's rated capacity, as shown on the lid of the cart, whichever is less. Other disposal
28 containers shall not be loaded with more than fifty (50) pounds of material.
- 29 (h) Customers are responsible for removing their Recycling Carts from the right-of-way,
30 replacing them on their property and properly securing them by ten o'clock (10:00) p.m.
31 on the day of Collection Service.

32
33 **Sec. 23.23 Yard Trash.**
34

- 1 (a) Customers shall not place Yard Trash in their Garbage or Recycling Carts, and shall set
2 all Yard Trash out for Collection on the Scheduled Collection Day.
- 3 (b) Yard Trash may be Set Out at Curbside in Garbage Cans, biodegradable bags, or Plastic
4 Bags. Yard Trash also may be tied, bundled, or stacked in piles at Curbside. Yard Trash
5 shall be no more than four (4) feet in length or six (6) inches in diameter. Bundles, cans,
6 or bags shall weigh no more than fifty (50) pounds in weight. Yard Trash may be Set
7 Out in unlimited amounts, except a Customer shall not Set Out their Yard Trash for
8 Collection on property not owned or occupied by that Customer, nor shall a Customer
9 allow another Person to Set Out Yard Trash for Collection on their property. Yard Trash
10 Set Out for Collection shall only be Yard Trash that was generated from the Customer's
11 dwelling and not from other properties.
- 12 (c) Yard Trash shall be Set Out at the Curbside, unless an alternative location is agreed upon
13 by the Customer and the Director, prior to six o'clock (6:00) a.m. on the Scheduled
14 Collection Day.
- 15 (d) If Yard Trash is Set Out in a Garbage Can or other container, the Customer is responsible
16 for removing such Garbage Can or other container from the Curbside, replacing it on
17 their property and properly securing it by ten o'clock (10:00) p.m. on the day of
18 Collection Service.

19
20 **Sec. 23.24 Bulk Waste.**

- 21
22 (a) Customers are entitled to Collection of Bulk Waste as provided herein.
- 23 (b) Customers are entitled to Set Out up to three (3) cubic yards of Bulk Waste for Collection
24 at any one time.
- 25 (c) Customers are entitled to Set Out up to two (2) cubic yards of Construction and
26 Demolition Debris per month.
- 27 (d) Customers may either make an appointment for Bulk Waste Collection or Set Out the
28 Bulk Waste at the Curbside. If Customer makes an appointment with the hauler, such
29 Bulk Waste shall be Set Out at the time and in the location agreed to by the Customer and
30 the hauler. If Set Out without an appointment, the Bulk Waste will be picked up by the
31 hauler within seventy two (72) hours. If the Bulk Waste is not picked up within seventy
32 two (72) hours, or if the hauler fails to make the scheduled appointment, the Customer
33 shall contact the hauler or the Director.
- 34 (e) A Customer shall not Set Out Bulk Waste for Collection on property not owned or
35 occupied by the Customer.

1 (f) A Customer shall only Set Out for Collection the Bulk Waste that is generated at the
2 Customer's dwelling.

3 **Sec. 23.25 Director Authorization.** The Director is authorized to approve variations or
4 changes to the Set-Out Procedures for individual households or communities on a case-by-case
5 basis, following the Director's review and consideration of the facts in such case. Any such
6 approval shall be in writing.

7 **Secs. 23.26 – 23.30. Reserved**

8
9 **ARTICLE IV. COMMERCIAL SOLID WASTE PROGRAM**

10
11 **Sec. 23.31 Franchise Requirement.** Every commercial business in the County must have a
12 contract with a Commercial Collection Service provider that has a franchise issued by County.
13 Upon application, the Director is authorized to waive this requirement for commercial businesses
14 that can demonstrate that such business generates a small amount of Solid Waste and that the
15 business can properly and legally dispose of its Solid Waste.

16 **Sec. 23.32 Use of Convenience Centers and the Central Solid Waste Facility by**
17 **Commercial Business Owners.**

18
19 (a) Commercial business owners in both the unincorporated and incorporated areas of Lake
20 County are entitled to use the convenience centers and the Central Solid Waste Facility
21 for Recycling of the Recyclable Materials portion of their Commercial Waste at no
22 charge.

23 (b) Commercial business owners in both the unincorporated and incorporated areas of Lake
24 County may dispose of other types of Commercial Waste at only the Central Solid Waste
25 Facility, for the applicable fee established by Resolution of the Board of County
26 Commissioners.

27 (c) Commercial business owners utilizing the convenience centers shall follow all rules for
28 use of the convenience centers.

29 **Sec. 23.33 General provisions.**

30
31 (a) It shall be unlawful to commence or engage in the business of providing Commercial
32 Collection Service or providing containers for commercial service to properties in the
33 unincorporated area of the County without obtaining a Commercial Franchise issued by
34 the County in accordance with this Chapter.

1 (b) No Commercial Franchise shall be awarded until the County determines that the
2 franchisee is capable of complying with the requirements of this Chapter.

3
4 (c) The term of each Commercial Franchise or renewal of a Commercial Franchise issued on
5 or after October 1st of any year shall be for a term of no more than one year and shall
6 expire on the next ensuing September 30th, unless forfeited or revoked sooner as
7 provided herein. All Commercial Franchises shall require the completion of an
8 application. A Commercial Franchise, once granted, may not be assigned or transferred.

9
10 (d) Each Commercial Franchise shall be subject to the Lake County Code. Each Commercial
11 Franchise shall be subject to, and franchisees shall abide by, all present and future laws,
12 regulations, orders of regulatory bodies, County Code provisions and administrative rules
13 applicable to the performance of the Collection Services hereunder. Each franchisee shall
14 obtain all licenses and permits presently required by federal, state and local governments,
15 and as required from time to time.

16
17 (e) Each Commercial Franchisee shall offer Collection of Recyclable Materials to
18 commercial customers.

19
20 (f) No Commercial Franchise will be issued by the County until the applicable fees are paid.

21
22 **Sec. 23.34 Application requirements.**

23
24 (a) An application for a Commercial Franchise or renewal thereof shall be made to the
25 County Manager on such forms and in such manner as prescribed by the County.

26
27 (b) Application forms will require, at a minimum, the following information and supporting
28 documents:

29
30 (1) If the applicant is a partnership or corporation, the name(s) and business
31 address(es) of the principal officers and stockholders and other Persons having
32 financial or controlling interest in the partnership or corporation; provided,
33 however, that if the corporation is a publicly owned corporation having more than
34 25 shareholders, then only the names and business addresses of the local
35 managing officers shall be required.

36
37 (2) Proof that corporation is in good standing in the state of incorporation, if applicant
38 is a corporation, and, if not a Florida corporation, certification that applicant is
39 qualified to do business in the State of Florida. If applicant is other than a

1 corporation and is operating under a fictitious name, applicant shall be required to
2 submit information that such fictitious name is registered and held by applicant.

3
4 (3) The applicant shall maintain in full force and effect insurance as specified herein
5 and shall furnish a comprehensive general liability policy to the County Manager
6 and also file with the County Manager a certificate of insurance for all policies
7 written in the applicant's name, showing Lake County as an additional insured.
8 The applicant shall carry in its own name a policy for commercial general
9 liability. Coverage must be afforded under a per occurrence form policy for limits
10 not less than \$2,000,000 general aggregate, \$1,000,000 products/completed
11 operations aggregate, \$1,000,000 personal and advertising injury liability,
12 \$1,000,000 each occurrence, \$50,000 fire damage liability and \$5,000 medical
13 expense. The applicant must carry an umbrella policy of at least \$1,000,000, a
14 pollution liability policy with a limit of \$1,000,000, and automobile liability and
15 coverage must be afforded including coverage for all owned vehicles, hired and
16 non-owned vehicles for bodily injury and property damage of not less than
17 \$1,000,000 combined single limit each accident. The applicant shall carry
18 workers' compensation insurance as required by the State of Florida.

19
20 **Sec. 23.35 Operational Rules for Commercial Franchises.**

21
22 (a) Collection shall begin no earlier than 6:00 a.m. and shall cease no later than 9:00 p.m.,
23 except in areas of mixed residential and commercial occupancy, where Collections shall
24 begin no earlier than 6:00 a.m. and cease no later than 6:00 p.m., Monday through
25 Saturday. The County Manager may authorize Collection on Sunday or Collection hours
26 different than those above where special needs of the customer make it necessary and
27 where residences will not be disturbed. In the event of an emergency, a franchisee may
28 collect at times not allowed by this section, provided the County Manager grants prior
29 verbal approval, to be later evidenced by a written memorandum. If no written
30 memorandum is obtained, there shall be a presumption that the franchisee did not obtain
31 prior approval.

32
33 (b) The commercial franchisee shall not be relieved of the obligation to promptly comply
34 with any provision of the Commercial Franchise by failure of the County to enforce
35 compliance with the Commercial Franchise.

36
37 (c) The County reserves the right to grant similar rights or Commercial Franchises to more
38 than one Person or corporation as well as the right in its own name to use its streets for
39 purposes similar to or different from those allowed to franchisees hereunder.

1
2 (d) The commercial franchisee providing Commercial Collection Service shall submit to any
3 load inspection program that the County may reasonably devise.

4
5 (e) A commercial franchisee shall handle commercial service containers with reasonable care
6 and return them to the approximate location from which they were collected. A
7 commercial franchisee providing Commercial Collection Service shall clean up all waste
8 spilled during the Collection operation.

9
10 (f) A commercial franchisee providing Commercial Collection Service shall not be deemed
11 to be an agent of the County and shall be responsible for any losses or damages of any
12 kind arising from its performance or nonperformance under its franchise. The commercial
13 franchisee shall defend at its own expense or reimburse the County for its defense, at the
14 County's option, against any and all claims and suits brought against the County, its
15 elected or appointed officers, employees, and agents resulting from the franchisee's
16 performance or nonperformance of service pursuant to the franchise.

17
18 (g) In order to ensure that the commercial franchisee provides a quality level of Commercial
19 Collection Services, the commercial franchisee shall at all times:

20
21 (1) Provide safe, sanitary equipment such that no Solid Waste or liquids emanating
22 from Solid Waste leak out from any Collection vehicles;

23
24 (2) Securely tie or Cover, or both, all Commercial Waste hauled over any road in
25 Lake County;

26
27 (3) Clean up any spillage, whether the spillage is waste or vehicular fluids from the
28 franchisee's vehicle;

29
30 (4) Repair any damages to the commercial customer's property resulting from service
31 and due to commercial hauler negligence;

32
33 (5) Ensure that the franchisee's name and telephone number is listed on its vehicles;

34
35 (6) Maintain all proper licenses;

36
37 (7) Only dispose of Solid Waste at disposal sites that are appropriately licensed and
38 authorized to dispose of such Solid Waste;

39

1 (8) Offer Collection of Recyclable Materials services; and

2
3 (9) Meet all other requirements of Lake County Code.

4
5 **Sec. 23.36 Violations of Commercial Franchise Rules.**

6
7 (a) Violations of the Operational Rules for Commercial Franchises, including engaging in
8 the business of providing Commercial Collection Service, providing containers for
9 commercial service without obtaining a Commercial Franchise, or violations of any other
10 rule or provision in Chapter 23, shall be a violation of the Franchise Agreement and/or
11 this Code.

12
13 (b) A violation of the Franchise Agreement and/or this Code shall be subject to the Code
14 Enforcement proceedings outlined in Chapter 8, Lake County Code.

15
16 (c) The recommended penalties for a violation of the Franchise Agreement and/or this Code
17 are as follows:

18
19 (1) First violation: five hundred dollars (\$500.00)

20
21 (2) Second violation: one thousand dollars (\$1,000.00)

22
23 (3) Third violation: two thousand, five hundred dollars (\$2,500.00)

24
25 (4) Fourth violation in any twelve (12) month period: revocation of Commercial
26 Franchise by the Lake County Code Enforcement Special Master and prohibition
27 on issuance of Commercial Franchise to franchisee for an additional two (2)
28 years.

29
30 **Sec. 23.37 Commercial Franchise fees.**

31
32 (a) The commercial franchisee providing Commercial Collection Service shall pay as
33 compensation to the County for the rights and benefits granted hereunder, an annual fee,
34 as specified in the Lake County Fee Schedule, at the time the Commercial Franchise is
35 awarded and every year thereafter, on or before October 1st. If the Commercial
36 Franchise is awarded after March 1st of any year, the franchise fee shall be fifty percent
37 (50%) of the fee specified in the Lake County Fee Schedule.

1 (b) Payment of the franchise fee shall not exempt the commercial franchisee from the
2 payment of any other license fee, tax or charge on the business, occupation, property or
3 income of the franchisee that may be imposed by the County.
4

5 **Secs. 23.38 -23.50. Reserved**

6
7 **ARTICLE V. CONVENIENCE CENTERS**

8
9 **Sec. 23.51 Usage Rules for Residents of Lake County**

10
11 (a) The County maintains several convenience centers for the usage of all Lake County
12 residents and business owners, in both the incorporated and the unincorporated areas.
13 The County-operated convenience centers may be used for disposal of Residential Waste,
14 Household Hazardous Waste and where authorized, Hazardous Waste. The Central Solid
15 Waste convenience center may also be used for disposal of Commercial Waste.

16 (b) At the County-operated convenience centers, there shall be no disposal fee for
17 Residential Waste.

18 (c) All Customers utilizing the convenience centers shall adhere to the following rules:

19 (1) The scavenging of any items is strictly prohibited at all County convenience
20 centers.

21 (2) All items discarded shall become the property of the County.

22 (3) Persons using the convenience centers are required to follow all posted safety
23 rules.

24 (4) Items shall be discarded only during operating hours of the convenience center.
25 The discarding of items when the convenience center is closed is strictly
26 prohibited pursuant to F.S. 403.413(4), the Florida litter law.

27 (5) Persons using convenience centers shall follow all traffic flow signage and
28 convenience center rules at all times.

29 (6) All items must be properly discarded in their designated area.

30 (7) Radioactive or Biomedical Waste shall not be disposed of at any County
31 convenience center.

1 (8) Pets must stay in vehicles and children shall be supervised by an adult at all times
2 when a Customer is using a convenience center.

3 (9) No unknown materials or liquids will be accepted at the convenience center
4 locations.

5 (10) Customers shall offload and dispose of all Solid Waste themselves; County
6 owned or maintained equipment shall not be used by any Customer to offload and
7 dispose of Solid Waste.

8 (11) All Solid Waste must be offloaded fifteen (15) minutes prior to closing time at all
9 locations during operating days.

10
11 **Secs. 23.52 – 23.67. Reserved.**

12
13 **ARTICLE VI. HAZARDOUS WASTE AND HOUSEHOLD HAZARDOUS WASTE**

14
15 **Sec. 23.68 Rules for Disposal of Hazardous Waste and Household Hazardous Waste.**

16
17 (a) All Persons shall dispose of Hazardous Waste and Household Hazardous Waste at a
18 lawfully permitted facility, at the Central Solid Waste Facility, or at the convenience
19 centers. Biomedical Waste and Radioactive Waste are not accepted at any Lake County
20 Solid Waste facility.

21 (b) Commercial “Conditionally Exempt Small Quantity Generators” (CESQGs) (40 CFR
22 261.5) are authorized to dispose of less than two hundred (200) pounds of commercially-
23 generated Hazardous Waste per month at only the Central Solid Waste Facility, and only
24 on Wednesdays.

25 (c) Rules for disposal of Hazardous Waste and Household Hazardous Waste at the Central
26 Solid Waste Facility or at the convenience centers are as follows:

27 (1) Hazardous Waste and Household Hazardous Waste shall be separated from all
28 other Solid Waste and shall be placed in the appropriate, designated areas.

29 (2) Hazardous Waste and Household Hazardous Waste shall remain in original
30 containers and labels on such containers shall not be removed.

31 (3) 55 gallon drums will be accepted only at the Central Solid Waste Facility.

32 (4) Ammunition and explosives will be accepted only at the Central Solid Waste
33 Facility.

1 Secs. 23.69 – 23.7894 Reserved.

2 ARTICLE VII. ASSESSMENTS

3 Sec. 23.79 Imposition of assessments.

4 (a) Findings. It is hereby ascertained, determined and declared by the Board that:

5
6 (1) Pursuant to Article VIII, Section 1 of the Florida Constitution, and F.S. §§ 125.01
7 and 125.66, the Board has all powers of local self-government to perform County
8 functions and to render services in a manner not inconsistent with general law and
9 such power may be exercised by the enactment of County Ordinances.

10
11 (2) Pursuant to F.S., § 403.706(1), the County has the general responsibility and
12 authority to provide for the operation of Solid Waste management and disposal
13 facilities and Recovered Materials management facilities to meet the needs of all
14 incorporated and unincorporated areas within the County.

15
16 (3) All Solid Waste generated within the County shall be disposed of at a lawfully
17 permitted Solid Waste Management Facility.

18
19 (4) The existence of a Building or structure which contains at least a minimum of one
20 (1) residential Dwelling Unit results in such property generating Solid Waste or
21 Recovered Materials or being capable of generating Solid Waste or Recovered
22 Materials.

23
24 (5) The imposition of an annual Waste Materials Assessment is an equitable and
25 efficient method of allocating and apportioning the Solid Waste management
26 system and Recovered Materials management system costs attributable to parcels
27 of Improved Property within the unincorporated area of the County.

28
29 (6) The Waste Materials Assessment to be imposed pursuant to this division is
30 imposed by the Board, and not by the property appraiser or tax collector. The
31 duties of the property appraiser and tax collector under the Uniform Assessment
32 Collection Act are ministerial.

33
34 (7) The annual Waste Materials Assessment to be imposed pursuant to this division
35 will constitute a Non-Ad Valorem Assessment within the meaning and intent of
36 the Uniform Assessment Collection Act.

1 (b) Authority. The Board is hereby authorized to impose Waste Materials Assessments
2 against all Improved Property within the unincorporated area of the County and within
3 those municipalities that enter into applicable interlocal agreements with the County, at a
4 rate of assessment based upon the special benefit accruing to such property from the
5 County's provision of Solid Waste management and Recovered Materials management
6 services. Waste Materials Assessments shall be imposed in conformity with the
7 procedures set forth in this division.

8
9 (1) The amount of the Waste Materials Assessment imposed each Fiscal Year against
10 each parcel of Improved Property shall be based upon:

11
12 a. Classifications of Improved Property reasonably related to the generation
13 of Solid Waste or Recovered Materials,

14
15 b. The physical characteristics of a specific parcel or Building,

16
17 c. Any other factor reasonably related to the generation of Solid Waste or
18 Recovered Materials, or

19
20 d. Any combination of the foregoing; provided however, that the factor or
21 combination of factors employed to compute the Waste Materials
22 Assessment shall result in a rate of assessment not in excess of the special
23 benefit accruing to such parcel of Improved Property.

24
25 (c) Initial proceedings. The initial proceedings for the imposition of a Waste Materials
26 Assessment shall be the passage by the Board of an Initial Assessment Resolution (1)
27 describing the area to be subject to the Waste Materials Assessment; (2) containing a
28 brief and general description of the Solid Waste management and Recovered Materials
29 management facilities and services to be provided, (3) determining the Solid Waste
30 management system and Recovered Materials management system costs to be assessed;
31 (4) describing the methods of apportioning the Solid Waste management system and
32 Recovered Materials management system costs to compute the Waste Materials
33 Assessment for specific properties, (5) designating an estimated rate of assessment for the
34 upcoming Fiscal Year, (6) designating a maximum assessment rate, if desired by the
35 Board; (7) authorizing the date, time, and place of a public hearing to consider the
36 adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (8)
37 directing the County Manager to (i) prepare the initial Assessment Roll, as required by
38 this section, (ii) publish the notice required by this section, and (iii) mail the notice
39 required by this section.

1 (d) Waste Materials Assessment Roll. The County Manager shall prepare, or cause to be
2 prepared, the initial Assessment Roll, which roll shall contain the following:

3
4 (1) A summary description of all Improved Property in the unincorporated area of the
5 County, conforming to the description contained on the Tax Roll.

6
7 (2) The name of the owner of record of each parcel of Improved Property as shown
8 on the Tax Roll, and

9
10 (3) The amount of the initial Waste Materials Assessment to be imposed against each
11 such parcel of Improved Property. The initial Assessment Roll shall be retained
12 by the County Manager and shall be open to public inspection. The foregoing
13 shall not be construed to require that the initial Assessment Roll be in printed
14 form if the amount of the Waste Materials Assessment for each parcel of property
15 can be determined by the use of a computer terminal available to the public.

16
17 (e) Notice by publication. The County Manager, upon completion of the initial Assessment
18 Roll, shall publish once in a newspaper of general circulation, published and circulating
19 in the County, a notice stating that a meeting of the Board on a certain day and hour, not
20 earlier than twenty (20) calendar days from such publication, which meeting shall be a
21 regular, adjourned or special meeting, the Board will hear objections of all interested
22 Persons to the Final Assessment Resolution which shall establish the rate of assessment
23 and approve the aforementioned initial Assessment Roll. The published notice shall
24 conform to the requirements set forth in the Uniform Assessment Collection Act. Such
25 notice shall include:

26
27 (1) A geographic depiction of the property subject to the Waste Materials
28 Assessment;

29
30 (2) A brief and general description of the Solid Waste management and Recovered
31 Materials management facilities and services to be provided;

32
33 (3) The rate of assessment, including a maximum assessment rate in the event one
34 was adopted in the Initial Assessment Resolution;

35
36 (4) The procedure for objecting;

37
38 (5) The method by which the Waste Materials Assessments will be collected; and

1 (6) A statement that the initial Assessment Roll is available for inspection and all
2 interested Persons may ascertain the amount to be assessed against a parcel of
3 property at the office of the County Manager or other place designated by the
4 Board.

5
6 (f) Notice by mail. In addition to the published notice required, for the first Fiscal Year in
7 which a Waste Materials Assessment is imposed against Improved Property, the County
8 Manager shall provide notice by first class mail to each owner proposed to be assessed. In
9 subsequent years that the Waste Materials Assessment is imposed, notice will be
10 provided by mail as required by the Uniform Assessment Collection Act. Such notice
11 shall include:

12
13 (1) The purpose of the Waste Materials Assessments,

14
15 (2) The total amount to be levied against each parcel of property, including a
16 maximum assessment rate in the event one was adopted in the Initial Assessment
17 Resolution,

18
19 (3) The unit of measurement applied to determine the Waste Materials Assessment,

20
21 (4) The number of such units contained in each parcel of property,

22
23 (5) The total revenue to be collected by the County from the Waste Materials
24 Assessments,

25
26 (6) A statement that failure to pay the Waste Materials Assessment will cause a tax
27 certificate to be issued against the property or foreclosure proceedings to be
28 instituted, either of which may result in a loss of title to the property,

29
30 (7) A statement that all affected owners have a right to appear at the hearing and to
31 file written objections with the Board within twenty (20) days of the notice, and

32
33 (8) The date, time and place of the hearing. The mailed notice shall conform to the
34 requirements set forth in the Uniform Assessment Collection Act. Notice shall be
35 mailed at least twenty (20) calendar days prior to the hearing to each owner at
36 such address as is shown on the Tax Roll. Notice shall be deemed mailed upon
37 delivery thereof to the possession of the United States Postal Service. The County
38 Manager may provide proof of such notice by affidavit. Failure of the owner to
39 receive such notice due to mistake or inadvertence shall not affect the validity of

1 the Assessment Roll nor release or discharge any obligation for payment of a
2 Waste Materials Assessment imposed by the Board.

3
4 (g) Adoption of Final Assessment Resolution. At the time named in such notice, or to which
5 an adjournment or continuance may be taken by the Board, the Board shall receive any
6 written objections of interested Persons and may then or at any subsequent meeting of the
7 Board adopt the Final Assessment Resolution which shall:

8
9 (1) Repeal or confirm the Initial Assessment Resolution with such amendments, if
10 any, as may be deemed appropriate by the Board;

11
12 (2) Establish the rate of assessment to be imposed in the upcoming Fiscal Year; and

13
14 (3) Approve the initial Waste Materials Assessment Roll, with such amendments as it
15 deems just and right; and

16
17 (4) Determine the method of collection.

18 All parcels assessed shall derive a special benefit from the Solid Waste
19 management and Recovered Materials management facilities and services and the
20 Waste Materials Assessment shall be fairly and reasonably apportioned among the
21 assessed properties that receive the special benefit. All objections to the Final
22 Assessment Resolution shall be made in writing, and filed with the County
23 Manager at or before the time or adjourned time of such hearing. The Final
24 Assessment Resolution shall constitute the Annual Rate Resolution for the initial
25 Fiscal Year the Waste Materials Assessments are imposed hereunder.

26 (h) Effect of Final Assessment Resolution. The Waste Materials Assessments for the initial
27 Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The
28 adoption of the Final Assessment Resolution shall be the final adjudication of the issues
29 presented (including, but not limited to, the method of apportionment, the initial rate of
30 assessment, the initial Assessment Roll and the levy and lien of the Waste Materials
31 Assessments), unless proper steps are initiated in a court of competent jurisdiction to
32 secure relief within twenty (20) days from the date of Board action on the Final
33 Assessment Resolution. The Assessment Roll, as approved by the Final Assessment
34 Resolution, shall be delivered to the tax collector, or such other official, as the Board, by
35 resolution, deems appropriate.

36
37 (i) Adoption of Annual Rate Resolution. The Board shall adopt an Annual Rate Resolution
38 during its budget adoption process for each Fiscal Year following the initial Fiscal Year
39 for which Waste Materials Assessments are imposed hereunder. In doing so, the
40 procedures in this section shall be followed. The Annual Rate Resolution shall establish

1 the rate of assessment to be imposed in the upcoming Fiscal Year and approve the
2 Assessment Roll for the upcoming Fiscal Year with any adjustments as the Board deems
3 just and right. The Assessment Roll shall be prepared in accordance with the method of
4 apportionment set forth in the Final Assessment Resolution. If for any Fiscal Year (1) the
5 proposed rate of assessment exceeds the rate included in any notice previously provided
6 to the owners of Residential Property, (2) the purpose for which the Waste Materials
7 Assessment is imposed or the use of the revenue from the Waste Materials Assessment is
8 substantially changed from that represented by notice previously provided to the owners
9 of assessed properties, (3) assessed property is reclassified, (4) the method of
10 apportionment is changed from that represented by any notice previously provided to the
11 owners of Improved Property, or (5) an Assessment Roll contains assessed property that
12 was not included on the Assessment Roll approved for the prior Fiscal year, but only as
13 to those added assessed properties, the Annual Rate Resolution for such Fiscal Year shall
14 not be adopted prior to a public hearing on the rate of assessment, for which notice is
15 provided by publication and first class mail in substantially the manner set forth herein.
16 The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to
17 the tax collector as required by the Uniform Assessment Collection Act, or if the
18 alternative method described in this division is used to collect the Waste Materials
19 Assessments, or such other official as the Board by resolution shall designate. If the
20 Waste Materials Assessment against any property shall be sustained or reduced or abated
21 by the court, an adjustment shall be made on the Waste Materials Assessment Roll.

22
23 (j) *Lien of Waste Materials Assessments.* All Waste Materials Assessments shall constitute a
24 lien against such property equal in rank and dignity with the liens of all state, County,
25 District or municipal taxes and special assessments. Except as otherwise provided by law,
26 such lien shall be superior in dignity to all other liens, mortgages titles and claims, until
27 paid. The lien for a Waste Materials Assessment shall be deemed perfected upon
28 adoption by the Board of the Final Assessment Resolution or the Annual Rate Resolution,
29 whichever is applicable. The lien for a Waste Materials Assessment collected under the
30 Uniform Assessment Collection Act shall attach to the property as provided by law.

31
32 (k) *Procedural irregularities.* Any informality or irregularity in the proceedings in
33 connection with the levy of any Waste Materials Assessment under the provisions of this
34 division shall not affect the validity of the same after the approval thereof, and any Waste
35 Materials Assessment as finally approved shall be competent and sufficient evidence that
36 such Waste Materials Assessment was duly levied, that the Waste Materials Assessment
37 was duly made and adopted, and that all other proceedings adequate to such Waste
38 Materials Assessment were duly had, taken and performed as required herein; and no
39 variance from the directions hereunder shall be held material unless it be clearly shown

1 that the party objecting was materially injured thereby. Notwithstanding the provisions of
2 this section, any party objecting to a Waste Materials Assessment imposed pursuant to
3 this Chapter must file an objection with a court of competent jurisdiction within the time
4 periods prescribed herein.

5
6 (1) *Correction of errors and omissions.*
7

8 (1) No act of error or omission on the part of the property appraiser, tax collector,
9 County Manager, Board or their deputies or employees, shall operate to release or
10 discharge any obligation for payment of a Waste Materials Assessment imposed
11 by the Board.

12
13 (2) When it shall appear that any Waste Materials Assessment should have been
14 imposed against a parcel of property specially benefitted by the provision of Solid
15 Waste management and Recovered Materials management facilities and services,
16 but that such property was omitted from the Waste Materials Assessment Roll, the
17 Board may, upon provision of appropriate notice as set forth in this section,
18 impose the applicable Waste Materials Assessment for the Fiscal Year in which
19 such error is discovered, in addition to the applicable Waste Materials Assessment
20 due for the prior two (2) Fiscal Years. Such total Waste Materials Assessments
21 shall become delinquent if not fully paid upon the expiration of ninety (90) Days
22 from the date of the adoption of said resolution. The Waste Materials Assessment
23 so imposed shall constitute a lien against such property equal in rank and dignity
24 with the liens of all state, County, District or municipal taxes and special
25 assessments, and superior in rank and dignity to all other liens, mortgages,
26 encumbrances, titles and claims in and to or against the real property involved,
27 may be collected as provided herein, and shall be deemed perfected on the date of
28 adoption of the resolution imposing the omitted or delinquent Waste Materials
29 Assessments.

30
31 (3) The County Manager shall have the authority at any time, upon his or her own
32 initiative or in response to a timely filed petition from the owner of any property
33 subject to a Waste Materials Assessment, to correct any error in applying the
34 Waste Materials Assessment apportionment method to any particular parcel of
35 property not otherwise requiring the provision of notice pursuant to the Uniform
36 Assessment Collection Act. Any such correction that reduces a Waste Materials
37 Assessment shall be considered valid ab initio and shall in no way affect the
38 enforcement of the Waste Materials Assessment imposed under the provisions of
39 this division. Any such correction which increases a Waste Materials Assessment

1 or imposes a Waste Materials Assessment on omitted property shall first require
2 notice to the affected owner in the manner described herein, providing the date,
3 time and place that the Board will consider confirming the correction and offering
4 the owner an opportunity to be heard. All requests from affected property owners
5 for any such changes, modifications or corrections shall be referred to, and
6 processed by, the County Manager and not the property appraiser or tax collector.

7
8 (4) After the Assessment Roll has been delivered to the tax collector in accordance
9 with the Uniform Assessment Collection Act, any changes, modifications or
10 corrections thereto shall be made in accordance with the procedures applicable to
11 errors and insolvencies upon timely written request and direction of the County
12 Manager.

13
14 **Sec. 23.80 Hardship assistance, non-accessible premise refund and annual vacancy refund.**

15
16 (a) Hardship assistance. An owner of improved Residential Property who meets low income
17 level and asset guidelines utilized by the County in the administration of its social service
18 program shall be eligible to receive payment of the Waste Material Assessment by the
19 County. Applicants for this hardship assistance shall provide written documentation
20 satisfactory to the County in order to qualify for such assistance. The provision of a
21 hardship assistance in any one year shall in no way establish a right or entitlement to such
22 assistance in any subsequent year and the provision of funds in any year may be limited
23 to the extent funds are available and appropriated by the Board. Any amounts provided
24 for hardship assistance shall be paid by the County from funds other than those generated
25 by Waste Materials Assessments.

26
27 (b) Non-accessible premise refund. An owner of improved Residential Property may file a
28 petition with the County Manager, requesting reimbursement for the Collection costs of
29 the Waste Materials Assessment if access to his/her property cannot be gained by use of
30 an accessible roadway or public roadway. Upon receipt of said petition, the County
31 Manager shall: (i) within ten (10) days, forward the petition to the applicable franchisee
32 for review and comment; (ii) visit the property site within thirty (30) days with the
33 franchisee, if possible; (iii) meet with the applicable franchisee to discuss the matter
34 within thirty (30) days; (iv) provide a written determination to the petitioner within forty-
35 five (45) days; and, (v) if applicable, provide a Collection refund within sixty (60) days.
36 The County Manager shall determine whether the property is in fact not accessible based
37 upon the location of the property, the type, width and construction of the subject road, the
38 property's Solid Waste Collection history, the franchisee's equipment and the franchisee's
39 opinion on whether the franchisee's Collection equipment can access the property without
40 substantial damage to the road and/or property. If the County Manager determines that

1 the petitioner's property is not accessible based on the above criteria, the petitioner shall
2 be entitled to a refund for the Collection costs of the Waste Materials Assessment.
3 Improved Residential Property determined by the County Manager to not be franchisee
4 accessible shall utilize a County Designated Facility or residential drop-off convenience
5 center for disposal of residential Solid Waste and Recycling.

6
7 (c) *Annual vacancy refund.* An owner of improved Residential Property who can
8 demonstrate that the assessed property was unoccupied and vacant during the entire
9 Fiscal Year in which a Waste Materials Assessment has been imposed, shall be entitled to
10 a refund of the Waste Materials Assessment imposed and paid during that Fiscal Year.
11 Owners seeking such reimbursement shall provide written documentation satisfactory to
12 the County in order to qualify for such a refund.

13
14 (d) *Time period; waiver.* Any request for hardship assistance or a non-accessible premise
15 refund shall be filed with the County Manager by March thirty-first of the Fiscal Year in
16 which the hardship assistance or non-accessible premise refund is sought. Any request
17 for an annual vacancy refund shall be filed with the County Manager by March thirty-
18 first of the Fiscal Year following the Fiscal Year in which the annual vacancy refund is
19 sought. Failure to file a hardship assistance, non-accessible premise refund or annual
20 vacancy refund within the time permitted shall constitute a waiver of any such right.

21
22 **Sec. 23.81 Interim Waste Materials Assessment.**

23
24 (a) For all parcels for which a building permit is issued on or after October 1st of any year, an
25 interim Waste Materials Assessment shall be imposed against the property and included
26 for Collection with the building permit fees at the time a building permit is issued. The
27 amount of the interim Waste Materials Assessment shall be calculated upon a monthly
28 rate, which shall be one-twelfth (1/12) of the annual rate for such property computed in
29 accordance with the applicable waste materials rate resolution for the Fiscal Year in
30 which the building permit is issued. Such monthly rate shall be imposed for each full
31 calendar month until such time as the assessment is placed on the tax bill. The rate
32 schedule shall allow four (4) months for the residential Dwelling Unit(s) to be completed.
33 A property owner may request from the County Manager a refund of the interim rate
34 assessment for those residential Dwelling Units which take longer than four (4) months to
35 receive a Certificate of Occupancy; provided, however, that the refund shall only be for
36 the number of months exceeding the initial four-month period through the date the
37 Certificate of Occupancy is issued. No building permit shall be issued until full payment
38 of the interim Waste Materials Assessment is received by the County. Issuance of the
39 building permit by mistake or inadvertence, and without the payment in full of interim
40 Waste Materials Assessment, shall not relieve the owner of such property of the

1 obligation of full payment. Any interim Waste Materials Assessment not collected prior
2 to the issuance of the building permit may be collected pursuant to the Uniform
3 Assessment Collection Act or by any other method authorized by law. For the purpose of
4 this provision, such interim Waste Materials Assessment shall be deemed due and
5 payable at the time the building permit is issued and shall constitute a lien against such
6 property as of that date. Said lien shall be equal in rank and dignity with the liens of all
7 state, County, District or municipal taxes and special assessments, and superior in rank
8 and dignity to all other liens, encumbrances, titles and claims in and to or against the real
9 property involved and shall be deemed perfected upon the issuance of the building
10 permit.

11
12 (b) The County Manager is additionally authorized to invoice any property owner for the
13 interim Waste Materials Assessment when it has been determined that the assessment has
14 not been paid, with such invoicing to continue until such time as the assessment can be
15 placed upon the Tax Roll. The interim Waste Materials Assessment shall be deemed due
16 and payable upon receipt of invoice and shall constitute a lien against such property as of
17 that date. Said lien shall be equal in rank and dignity with the liens of all state, County,
18 District or municipal taxes and special assessments, and superior in rank and dignity to
19 all other liens, encumbrances, titles and claims in and to or against the real property
20 involved and shall be deemed perfected upon the receipt of the invoice.

21
22 **Sec. 23.82 Collection of Waste Materials Assessments.**

23
24 (a) Method of Collection. The Waste Materials Assessments shall be collected pursuant to
25 the uniform method provided in the Uniform Assessment Collection Act. The Board shall
26 comply with all applicable provisions of the Uniform Assessment Collection Act. Any
27 hearing or notice required by this division may be combined with any other hearing or
28 notice required by the Uniform Assessment Collection Act. The amount of a Waste
29 Materials Assessment to be collected using the Uniform Assessment Collection Act for
30 any specific parcel of benefitted property may include an amount equivalent to the
31 payment delinquency, delinquency fees and recording costs for a prior year's Waste
32 Materials Assessment provided that: (1) the collection method used in connection with
33 the prior year's Waste Materials Assessment did not employ the use of the Uniform
34 Assessment Collection Act, (2) notice is provided to the owner, and (3) any lien on the
35 affected parcel for the prior year's Waste Materials Assessment is supplanted by and
36 transferred to such Waste Materials Assessment upon certification of a non-ad valorem
37 roll to the tax collector by the County.

1 (b) Alternative method of Collection. In lieu of utilizing the Uniform Assessment Collection
2 Act, the County may elect to collect the Waste Materials Assessments in accordance with
3 this subsection.

4
5 (1) The Board shall provide Waste Materials Assessment bills by first class mail to
6 the owner of each affect parcel of property, other than Government Property. The
7 bill or accompanying explanatory material shall include: (1) a brief explanation of
8 the Waste Materials Assessment, (2) a description of the unit of measurement
9 used to determine the amount of the Waste Materials Assessment, (3) the number
10 of units contained within the parcel, (4) the total amount of the Waste Materials
11 Assessment imposed against the parcel, (5) the location at which payment will be
12 accepted, (6) the date on which the Waste Materials Assessment is due, and (7) a
13 statement that the Waste Materials Assessment constitutes a lien against assessed
14 property equal in rank and dignity with the liens of all state, county, district or
15 municipal taxes and other special assessments.

16
17 (2) A general notice of the lien resulting from imposition of the Waste Materials
18 Assessment shall be recorded in the official records of the County. Nothing
19 herein shall be construed to require that individual liens or releases be filed in the
20 official records.

21
22 (3) The County shall have the right to appoint or retain an agent to foreclose and
23 collect all delinquent Waste Materials Assessments in the manner provided by
24 law for the foreclosure of mortgages on real property. Delinquent Waste Materials
25 Assessments shall be subject to interest at the rate established annually by the
26 Board. A Waste Materials Assessment shall become delinquent if it is not paid
27 within thirty (30) days from the date any installment is due. The County or its
28 agent shall cause notice to be sent to any property owner who is delinquent in
29 payment of his or her Waste Materials Assessment installment within sixty (60)
30 days from the date such installment was due. Such notice shall state in effect that
31 the County or its agent shall either (1) cause an amount equivalent to the
32 delinquent Waste Materials Assessment, not previously subject to collection using
33 the uniform method under the Uniform Assessment Collection Act, to be
34 collected on the tax bill for a subsequent year or (2) initiate a foreclosure action
35 within ninety (90) days of the date of the installment due date if it is not paid.
36 Between the seventy-fifth and ninetieth day after the due date of the delinquent
37 installment, the County or its agent may declare the entire unpaid balance of the
38 delinquent Waste Materials Assessment to be in default and cause such delinquent
39 property to be foreclosed in the method now or hereafter provided by law for

1 foreclosure of mortgages on real estate, or otherwise as provided by law.
2 Commencing on the ninetieth day after the due date of the delinquent installment,
3 the County or its agent shall declare the entire unpaid balance of the Waste
4 Materials Assessment to be in default and cause the delinquent property to be
5 foreclosed as described above. Any Board action required in the Collection of
6 Waste Materials Assessments may be by resolution. All costs, fees and expenses,
7 including reasonable attorney fees, related to any foreclosure action as described
8 herein shall be included in any judgment or degree rendered therein. At the sale
9 pursuant to decree in any such action, the County may be the purchaser to the
10 same extent as an individual Person or corporation.

11
12 (4) The County may join in one action the Collection of Waste Materials
13 Assessments against any or all property assessed in accordance with the
14 provisions hereof. All delinquent property owners whose property is foreclosed
15 shall be liable for an apportioned amount of reasonable costs and expenses
16 incurred by the County and its agents, including reasonable attorney fees, in
17 collection of such delinquent Waste Materials Assessments and any other costs
18 incurred by the County as a result of such delinquent Waste Materials
19 Assessments including, but not limited to, costs paid for draws on a credit facility
20 and the same shall be collectible as a part of or in addition to, the costs of the
21 action.

22
23 (5) Notwithstanding the County's use of an alternative method of collection, the
24 County Manager shall have the same power and authority to correct errors and
25 omissions as provided herein.

26
27 (c) Responsibility for enforcement. It shall be the duty of the County and its agent, if any, to
28 enforce the prompt Collection of Waste Materials Assessments by the means herein
29 provided. The duties related to Collection of Waste Materials Assessments may be
30 enforced at the suit of any holder of obligations secured by such Waste Materials
31 Assessments in a court of competent jurisdiction by mandamus or other appropriate
32 proceedings or action.

33
34 **Sec. 23.83 Applicability; general provisions.**

35
36 (a) Applicability. The provisions of this Section shall be applicable throughout the
37 unincorporated County and within those municipalities that have entered into an
38 interlocal agreement that allows for such application. Nothing contained in this Section
39 shall be construed to require the imposition of Waste Materials Assessments against

1 property in public ownership or property the Board otherwise finds not to receive a
2 special benefit from the provision of Solid Waste management and Recovered Materials
3 management services or facilities. However, in the instance when an assessment is not
4 imposed against property in public ownership, the Board shall identify and fund the cost
5 of Solid Waste management and Recovered Materials management services and facilities
6 for such property in public ownership through a source of funds other than the Waste
7 Materials Assessment.

8
9 (b) Alternative method. This Section shall be deemed to provide an additional and alternative
10 method for the doing of the things authorized hereby and shall be regarded as
11 supplemental and additional to powers conferred to other laws, and shall not be regarded
12 as in derogation of any powers now existing or which may hereafter come into existence.
13 This Section, being necessary for the welfare of the inhabitants of the County, shall be
14 liberally construed to effect the purposes hereof.

15
16 **Secs. 23.84 – 23.95 Reserved.**

17
18 **ARTICLE VIII. LITTER**

19
20 **Sec. 23.96 Owner's and generator's responsibility.** Any Person generating Litter shall be
21 responsible for ensuring that such Litter is managed, stored, handled, transported and disposed of
22 in accordance with the provisions of this chapter.

23
24 **Sec. 23.97 Littering prohibited generally.** It is unlawful for any Person to throw, discard,
25 place or deposit Litter, in any manner or amount:

26
27 (1) In or on any public highway, road, street, alley or thoroughfare, including any portion of
28 the right-of-way thereof, or any other public land, except in containers or areas lawfully
29 provided therefor. When any Litter is thrown or discarded from a motor vehicle, the
30 operator or owner of the motor vehicle or both shall be deemed in violation of this
31 section.

32
33 (2) In or on any freshwater lake, river, stream or wetlands as defined in County zoning
34 ordinance, or other body of water, within the County. When any Litter is thrown or
35 discarded from a boat, the operator or owner of the boat or both shall be deemed in
36 violation of this section.

1 (3) In or on any private property unless prior consent of the owner has been given and unless
2 said Litter will not cause a public nuisance or be in violation of any other state or local
3 rule or regulation.

4
5 **Sec. 23.98 Junk.**

6
7 Any Junk must be located in a completely enclosed structure or removed from the property. Junk
8 shall not be parked, stored, or maintained in the open unless it is necessary for the execution of a
9 business enterprise lawfully situated on private property. All yards, open areas and vacant lots on
10 which Junk is located are declared a nuisance detrimental to the public health, safety and
11 welfare, and the said nuisance shall be abated as herein provided.

12 **Sec. 23.99 Accumulation of Solid Waste prohibited.**

13
14 It shall be unlawful for any person to accumulate or permit to accumulate upon private property
15 any Solid Waste except in accordance with the provisions of this chapter.

16 **Sec. 23.100 Removal of objects fallen off vehicles.**

17
18 Any owner, lessee, or driver of any motor vehicle or boat from which any materials or objects
19 have fallen, blown, leaked, sifted or otherwise escaped shall immediately cause the materials or
20 objects to be cleaned up and shall pay any costs thereof.

21 **Sec. 23.101 Litter Storage.**

22
23 (a) All commercial establishments shall store their Litter in a controlled manner so as to
24 eliminate debris and Litter in and about their establishments. The number and size
25 containers necessary for each commercial establishment shall be as required to control all
26 waste generated on the Premises. Spillage and overflow around containers shall
27 immediately be cleaned up.

28
29 (b) All loading and unloading areas of commercial and industrial establishments shall be
30 provided with Litter receptacles by the owners or operators of the establishment to store
31 loose Litter, debris, paper, cardboard packing materials and similar materials.

32
33 (c) It shall be the duty of the owner or operator of any establishment open to the public to
34 provide receptacles adequate to contain Litter generated from such establishment.

1 (d) It shall be the duty of any Person owning or operating any place, public or private, where
2 Litter is accumulated or generated, to provide adequate and suitable Litter receptacles and
3 containers capable of holding said Litter at all times to keep said Litter contained in such
4 receptacles and/or containers until proper final disposal is accomplished.

5
6 (e) Any Unauthorized Accumulation of Litter on any property, public or private, is a
7 violation of this article.

8
9 **Sec. 23.102 Litter control.**

10
11 (a) All construction and demolition contractors, owners or agents shall provide on-site
12 control measures, including interim Storage containers, for the Storage and control of
13 loose debris, paper, tar paper, packaging and crating materials and other Litter to prevent
14 the scattering of such materials, if the materials are not properly disposed of on a daily
15 basis. All Litter, construction materials, debris, tar paper, packaging and crating materials
16 and other materials shall be removed within thirty (30) days after the completion of
17 construction or demolition to an authorized final disposal area.

18
19 (b) It shall be the duty of the owner or operator of any commercial or industrial business or
20 public or private organization, institution, or corporation to keep adjacent properties clean
21 of Litter generated from such business or organization. The areas to be kept clean shall
22 include public properties, roads, rights-of-way, grounds, parking lots, loading and
23 unloading areas and vacant lots adjacent to or surrounding the business or organization.

24
25 (c) It is a violation of this article for any property owner, tenant, occupant, lessee or agent to
26 allow any Person to dispose of Litter or accumulate Litter on his or her property in any
27 manner except in compliance with County and state rules and regulations.

28
29 **Sec. 23.103 Causing nuisances.**

30
31 It is a violation of this article for any Person to maintain property, private or public, upon which
32 Litter or Junk is permitted, caused, allowed or exists in any manner constituting a nuisance as
33 defined in F.S. § Ch. 386.

34
35 **Sec. 23.104 Disposal of Litter and/or Junk.**

36 Litter and Junk shall be stored, transported and disposed of in accordance with the provisions of
37 this chapter.

38
39 **Secs. 23.105 – 23.120 Reserved.**

1 **SECTION 3. Severability.** If any section, sentence, clause or phrase or the Ordinance is held
2 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
3 no way effect the validity of the remaining portion of this Ordinance.
4

5 **SECTION 4. Inclusion in the Code.** It is the intent of the Board of County Commissioners
6 that the provisions of this Ordinance shall become and be made a part of the Lake County Code
7 and that the sections of this Ordinance may be renumbered or relettered and the word
8 “ordinance” may be changed to “section”, “article” or such other appropriate word or phrase in
9 order to accomplish such intentions.
10

11 **SECTION 5. Filing with the Department of State.** The clerk shall be and is hereby directed
12 forthwith to send a copy of this Ordinance to the Secretary of State for the State of Florida in
13 accordance with Section 125.66, Florida Statutes.
14

15 **SECTION 6. Effective Date.** This Ordinance shall become effective and incorporated into
16 Lake County Code on October 1, 2014, except for those provisions of Article IV of the
17 Ordinance (“Commercial Solid Waste Program”) governing applications for and issuance of
18 commercial franchises, which shall be effective on June 1, 2014; however, in no instance shall
19 collection of any solid waste pursuant to a County-issued commercial franchise under this
20 Ordinance be authorized prior to October 1, 2014, or any later date established by the County.
21

22 Enacted this _____ day of _____, 2014.

23 Filed with the Secretary of State _____, 2014.

24
25
26 ATTEST:
27

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

28
29 _____
30 Neil Kelly, Clerk of the
31 Board of County Commissioners
32 of Lake County, Florida
33

Jimmy Conner, Chairman
This _____ day of _____, 2014.

34 Approved as to form and legality:
35
36
37 _____
38 Sanford A. Minkoff
39 County Attorney