ORDINANCE NO. 2021-62

AN ORDINANCE OF THE CITY OF LARGO, FLORIDA AMENDING THE CITY OF LARGO CODE OF ORDINANCES CHAPTER 20 -SOLID WASTE, BY AMENDING SECTION 20-1 TO CLARIFY **DEFINITIONS: BY AMENDING SECTION 20-30 TO INCREASE FEES** FOR RESIDENTIAL CURBSIDE SERVICE AND REDEFINE "BULKY WASTE"; BY AMENDING SECTION 20-32 TO INCREASE FEES FOR COMMERCIAL AND INDUSTRIAL CONTAINER SERVICE; BY AMENDING SECTION 20-71 TO PERMIT SUBSCRIBERS TO PLACE A LOCK ON ENCLOSURES OF COMMERCIAL SERVICE CONTAINERS UPON PAYMENT OF A FEE; BY AMENDING SECTION 20-72 REGARDING THE COLLECTION OF HORTICULTURAL AND YARD WASTE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Largo operates a solid waste collection system to benefit and serve the interest of public health and safety; and

WHEREAS, a solid waste collection fee was established as a financing mechanism to provide a stable and dedicated funding source to pay the operating and capital costs of the solid waste collection system; and

WHEREAS, an increase in the solid waste collection fee is now necessary to cover the normal recurring costs of the solid waste collection system; and

WHEREAS, the solid waste collection fee has not been increased since 2018.

NOW, THEREFORE, THE CITY OF LARGO CITY COMMISSION HEREBY ORDAINS:

Section 1. That Article I, Section 20-1 of the City of Largo Code of Ordinances is amended to read as follows:

Article I, Sec. 20-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Additional service means a service which is not part of the scheduled services provided under the uses subscription, and which is performed and charged in addition to subscribed services.

Annual means the period beginning October 1 and ending the following September 30 of any year.

Automated cart means a container provided by the city and emptied by mechanical means on the site where it is used.

Biohazardous material means any solid or liquid waste which may have the capacity of causing or transmitting infection or disease to humans or animals. The term includes, but is not limited to, nonliquid human tissue, laboratory and veterinary waste which contains human disease causing or transmitting agents, human blood and blood products, body fluid, and other materials which, in the opinion of the department of health and rehabilitative services, presents a risk of infection to persons or animals outside the generating facility. Bulky waste means those items where the large size or weight of which precludes or complicates their handling by normal collection, processing, or disposal methods employed by the city. Examples include, but are not limited to: , white goods, and furniture, fencing, construction/demolition material/debris, horticulture waste larger than five cubic yards and tree logs.

City means the city, its elected officials, officers, duly appointed officials, and agents.

City manager means the city manager or designee.

Commercial curbside service means a classification of service which uses automated carts.

Commercial establishment means any building or site devoted to retail, wholesale, light repair, institutional, recreational, religious, governmental, or similar nonresidential and nonindustrial uses.

Commercial waste means solid waste generated as a consequence of operating a commercial establishment, exclusive of hazardous or biohazardous waste.

Compactor means a solid waste container system incorporating mechanical devices which reduce the volume of the solid waste for more efficient storage and easier handling.

Construction and demolition debris means materials generally considered not to be water soluble and are non-hazardous in nature including, but not limited to, steel, glass, brick, concrete, nonhazardous roofing materials, pipe, gypsum wallboard, and lumber resulting from the construction, demolition, or maintenance of a structure. Soil, tree remains, and other vegetative matter resulting from site work or land clearing shall not be considered construction and demolition debris.

Duplex/triplex residence means a structure containing two or three residential dwelling units, on one lot, which are attached to each other, but which are not attached to any other dwelling unit.

Emergency condition means any condition under which it would not be feasible to provide services specified by this chapter in accordance with the terms and conditions of this chapter.

Front-load dumpster means a container provided by the city for scheduled commercial or industrial service, or for special purposes, including, but not limited to, two-, four-, six-, or eight- cubic yard capacity and are emptied by mechanical means on the site where they are used.

Hazardous waste means any waste product identified by the state department of environmental protection as hazardous waste in accordance with the Florida Administrative Code.

High-density residence means a structure containing four or more separate dwelling units on one parcel or a grouping of four dwelling units on one parcel, such as an apartment complex or condominium.

Holiday means days, as designated by the city commission, during which services specified by this chapter may not be provided in accordance with established schedules.

Horticultural and yard waste means vegetative matter resulting from landscaping maintenance which is not a primary byproduct of a subscriber's commercial or industrial activity.

Household hazardous waste means hazardous waste generated as a consequence of occupying and maintaining a residential unit.

Household waste means waste typically generated in the course of occupying and maintaining a residential unit.

Industrial establishment means any building or site devoted to warehousing, storing, manufacturing, reconstructing, remanufacturing, transporting, maintaining utilities and similar nonresidential and noncommercial uses.

Industrial waste means solid waste generated as a consequence of operating an industrial establishment, exclusive of hazardous or biohazardous waste.

Lockable container means a front-load dumpster which has been fitted with a lock by the city.

Mixed land use means a single lot with residential dwelling units and commercial establishments. Such uses shall be considered commercial establishments for the purposes of this chapter.

Mobile home park residence means one or more parcels of land under single ownership on which two or more mobile homes are occupied as residences, exclusive of mobile homes used as an allowable accessory use; and mobile home communities with continuing local general management, which may involve a condominium or cooperative ownership arrangement. Did the law firm stipulate they required an electronic payment?

Nonscheduled service means an additional service which is requested by a subscriber, or is provided by the city in response to a perceived threat to health, safety or welfare.

Recyclable material means those materials which would otherwise be considered solid waste, where it has been separated for collection and it is feasible to collect, separate, or process the material in such a manner that it can be reused or used to produce another product.

Residential curbside service means a classification of residential service which uses an automated cart.

Residential dwelling unit means a single-family unit providing complete independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Roll-off container means large capacity containers used for commercial or industrial service, or for special purposes, including, but not limited to, capacities between ten and 40 cubic yards and which is transported with its contents by vehicle to a solid waste disposal site.

Roll-out container means a front-load dumpster which has been fitted with wheels by the city so that it can be rolled to a designated location for collection by the city.

Scheduled service means solid waste services provided to a subscriber according to a predetermined schedule which meets the mandatory subscription requirements of this chapter.

Shared front-load container means a front-load dumpster which is shared by two or more subscribers.

Single-family residence attached means a structure containing one dwelling unit and attached to another dwelling unit by means of a common wall.

Single-family residence detached means a structure containing one dwelling unit, and not attached to any other dwelling unit by any means.

Solid waste means garbage, yard trash, white goods, construction and demolition debris or other discarded material, including solid, liquid, or semisolid material resulting from the construction or occupancy of residential, commercial, or industrial establishments that is not hazardous waste as that term is defined herein.

Subscriber means the person, corporation, or agent thereof responsible for paying fees for services delivered pursuant to this chapter.

Subscription means one or more classifications of scheduled service which are routinely provided to a subscriber.

White goods means discarded large domestic or commercial appliances such as ranges, water heaters, freezers, refrigerators, and other items of a similar nature.

Section 2. That Article II, Section 20-30 of the City of Largo Code of Ordinances is amended to read as follows:

Article II, Sec. 20-30. - Scheduled residential curbside service.

- (a) The charge per month for scheduled residential curbside service shall be \$21.18 \$23.30.
- (b) This classification of service shall include the following:
 - (1) One city-provided automated cart shall be collected twice per week. Solid waste placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.
 - (2) Collection and disposal service for an additional city-provided automated cart shall be provided at an additional charge as provided in subsection (a) of this section. A minimum subscription period of six months is required for this service.
 - (3) Acceptance of additional services. Where a subscriber has placed solid waste for collection which would comprise an additional service beyond those which are currently subscribed, or where a subscriber requires an additional service beyond those which are currently subscribed to comply with the requirements of this article, such a condition shall comprise authorization to provide such service and agreement to pay such fees as are prescribed by this article for such additional service without prior notification.
 - (4) One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.
 - (5) Collection of horticultural and yard waste generated on the premises to which the subscription applies. Collections shall be performed on a scheduled weekly basis for amounts of five cubic yards or less. A collection of horticultural and yard waste larger than five cubic yards but ten cubic yards or less, will be classified as a collection of bulky waste per section 20-30 (b)(7).
 - (6) Collection of bulky waste shall not exceed four collections annually, with a maximum of ten cubic yards to be collected in each collection, per subscriber. Collections shall be performed on a scheduled weekly basis.
 - (7) The fee for bulky waste collection and disposal services in excess of the maximum amount identified in subsection 20-30(b)(6) shall be as follows:
 - a. \$75.00 per collection; and
 - b. The waste disposal cost (e.g. the "tipping fee") equal to the actual tipping fee incurred; and
 - c. Upon a determination by the City the amount of bulky waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).

<u>Section 3.</u> That Article II, Section 20-32 of the City of Largo Code of Ordinances is amended to read as follows:

Article II, Sec. 20-32. - Commercial and industrial container service.

- (a) Scheduled front-load dumpster service. This classification of service shall include the following services and fees:
 - (1) Scheduled front-load dumpster service charged in accordance with the monthly fees as follows:

Dumpster Size in Cubic Yards	Number of Collections Per Week and Monthly Fee					
	1	2	3	4	5	6
Тwo	\$60.00 <u>\$ 66.00</u>	\$127.00 <u>\$140.00</u>	\$191.00 <u>\$210.00</u>	\$254.00 <u>\$279.00</u>		\$382.00 <u>\$420.00</u>
Four	\$115.00 <u>\$127.00</u>	\$245.00 <u>\$270.00</u>	\$366.00 <u>\$403.00</u>	\$488.00 \$537.00	\$611.00 <u>\$672.00</u>	\$733.00 <u>\$806.00</u>
Six		\$359.00 <u>\$395.00</u>	\$ 538.00 \$592.00	\$718.00 <u>\$790.00</u>	\$ 896.00 \$986.00	\$1,076.00 <u>\$1,184.00</u>
Eight	7	\$468.00 <u>\$515.00</u>	\$702.00 <u>\$772.00</u>	\$936.00 <u>\$1,030.00</u>	\$1,170.00 \$1,287.00	\$1,404.00 \$1,544.00

(2) Scheduled front-load recycling dumpster service charged in accordance with the monthly fees as follows:

	Number of Collections Per Week and Monthly Fee					
Dumpster Size in Cubic Yards	1	2	3	4	5	6
Тwo	\$25.00 <u>\$28.00</u>	\$50.00 <u>\$55.00</u>	\$75.00 <u>\$83.00</u>	\$100.00 <u>\$110.00</u>	\$125.00 <u>\$138.00</u>	\$150.00 \$165.00
Four	•	\$50.00 <u>\$55.00</u>	\$75.00 <u>\$83.00</u>	\$100.00 <u>\$110.00</u>	\$125.00 <u>\$138.00</u>	\$150.00 \$165.00
Six	•	\$50.00 <u>\$55.00</u>	\$75.00 <u>\$83.00</u>	\$100.00 <u>\$110.00</u>	\$125.00 <u>\$138.00</u>	\$150.00 \$165.00
Eight	\$25.00 <u>\$28.00</u>	\$50.00 <u>\$55.00</u>	\$75.00 <u>\$83.00</u>	\$100.00 <u>\$110.00</u>	\$125.00 <u>\$138.00</u>	\$150.00 \$165.00

- (3) A fee for pulling out the front-load dumpster from the enclosure for cleaning by the subscriber of \$50.00.
- (4) Cleaning and chemical deodorizing of the front-load dumpster upon subscriber request, \$100.
- (5) A fee of \$7.00 per month for a recycling cart picked up each week at a commercial customer. Collections requested more than one time per week will be billed at \$5.00 each.
- (6) Collection of bulky waste conforming with the following terms:
 - a. Collection of each front-load dumpster shall be limited to a maximum of one collection annually not to exceed 10 cubic yards.
 - b. Normal commercial or industrial waste, or waste which is a primary byproduct of the commercial or industrial establishment are ineligible for collection as bulky waste.
 - c. Such collections shall be arranged upon subscriber request.

- d. The fee for bulky waste collection and disposal services in excess of the maximum frequencies and weights established for scheduled commercial and industrial container service shall be as follows:
 - 1. \$75.00 per collection; and
 - 2. The waste disposal cost (e.g. the "tipping fee") as determined by the actual tipping fee incurred; and
 - 3. Upon a determination the amount of waste placed for collection exceeds ten cubic yards, the subscriber shall be provided a 20 cubic yard roll-off container in which to place the waste for removal and will be charged in accordance with subsection 20-32(f)(2).
- (7) Front-load dumpsters which are determined by the city as containing putrescent waste, being unsanitary, or emitting an offensive odor shall be cleaned at the direction of and by the city at additional cost as provided in subsection (h) of this section.
- (8) The minimum subscription period for a container under this classification of service shall be six months. Moreover, a subscriber may not reduce the size of his/her container within this six-month period. A subscriber may reduce the size of the container, effective at the end of the current billing period, if the request is received within six weeks of the subscriber's first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.
- (b) Shared scheduled front-load dumpster service.
 - (1) Where permitted by the city, multiple commercial and industrial subscribers in contiguous locations may share and be billed for use of a single front-load dumpster. In such cases, the city shall determine the capacity necessary for and attributable to each subscriber. Each subscriber shall be charged a pro rata share of the charge for use of the front-load dumpster in accordance with rates applicable for scheduled front-load dumpster service and related services. A minimum fee of \$25.00 shall be charged to each subscriber having an assigned capacity of less than 2 cubic yards per collection.
 - (2) The minimum subscription period for a container under this classification of service shall be six months. Moreover, a subscriber may not reduce the amount of capacity provided for his/her use within this six-month period. A subscriber may, however, reduce the amount of capacity provided for his/her use, effective at the end of the current billing period, if the request is received within six weeks of the subscriber's first receiving service, provided that the city affirms that the capacity being provided is adequate for storing and disposing the solid waste being generated on the site.
- (c) Commercial curbside service.
 - (1) The fee for commercial curbside service shall be equal to the monthly residential service charge.
 - (2) This classification of service shall include the following:
 - a. One city-provided automated cart shall be collected twice per week. Solid waste placed in automated carts shall be limited to commercial and industrial waste generated on the site to which the subscription applies. One city-provided automated recycle cart shall be collected once per week. Recycling placed in automated cart shall be limited to household waste generated on the site to which the subscription applies.
 - b. Collection and disposal service for each additional city-provided automated container shall be provided at an additional charge as provided in section 20-30. A minimum subscription period of six months is required for this service. Moreover, a subscriber may not reduce the amount of capacity provided for his/her use within this six-month

period. A subscriber may reduce the amount of capacity provided for his/her use, effective at the end of the current billing period, if the request is received within six weeks of the subscriber's first receiving service, provided the city affirms that the current capacity is adequate for storing and disposing the solid waste being generated on the site.

- (d) Nonscheduled front-load dumpster service.
 - (1) Additional collections for existing scheduled front-load dumpster. The following fees shall apply where a scheduled front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

Size Container	Fee / Pick-up
Two Yard	\$46.00 <u>\$51.00</u>
Four Yard	\$59.00
Six Yard	\$71.00
Eight Yard	<u>\$84.00 <u>\$92.00</u></u>

- (2) Temporary use of front-load dumpsters. A subscriber may request the use of, or use of additional, front-load dumpsters on a temporary basis, for a maximum of six consecutive months or fewer annually, where the siting requirements described in section 20-71 can be met. Services shall be available and charged in accordance with subsection (d)(1) of this section. Any front-loader container that has been inactive (not picked-up) for a period in excess of thirty days shall be charged a recurring monthly fee equal to the nonscheduled front-load dumpster service pick-up charge based on the container size.
- (3) Sanitary condition of front-load dumpsters. Front-load dumpsters which are determined by the city as containing putrid or noxious waste, being unsanitary, or emitting an offensive odor shall be cleaned at the direction of and by the city at additional cost as provided in subsection (h) of this section.
- (4) Prepayment requirements for temporary front-load dumpsters. Applicants for this classification of service who do not maintain a city sewer account shall execute a service agreement with the city and provide a prepayment amount in accordance with the standards in subsection (f)(1) of this section.
- (e) Scheduled roll-out front-load dumpster service. Subscribers requiring movable bulk containers will be charged for scheduled front-load dumpster service in accordance with the following monthly fees:

Dumpster Size in Cubic Yards	Number of Collections Per Week and Monthly Fee			ee		
	1	2	3	4	5	6
Тwo	\$70.00	\$146.00	\$220.00	\$293.00	\$366.00	\$4 39.00
	<u>\$77.00</u>	\$161.00	<u>\$242.00</u>	<u>\$322.00</u>	<u>\$403.00</u>	<u>\$483.00</u>
Four	\$125.00	\$ <u>264.00</u>	\$395.00	\$ 527.00	\$659.00	\$791.00
	\$138.00	\$ <u>290.00</u>	<u>\$435.00</u>	\$580.00	<u>\$725.00</u>	<u>\$870.00</u>

Scheduled roll-out front-load dumpster service shall be available for two- and four-cubic-yard front-load dumpsters only.

(f) Additional collections for existing scheduled roll-out front-load dumpster. The following fees shall apply where a scheduled roll-out front-load dumpster service subscriber requests or requires pickups in excess of the normally scheduled level of service:

Size Container	Fee / Pick-up
Two Yard	\$4 <u>2.00</u> <u>\$46.00</u>
Four Yard	\$ <u>53.00</u> <u>\$58.00</u>

- (g) Roll-off container service.
 - (1) Prepayment requirements. Applicants for this classification of service who do not maintain a city wastewater account shall execute a service agreement with the city and provide a prepayment. Prepayments will immediately be applied against all charges for service. Prepayments must be reestablished in the original amounts required prior to successive services being rendered in accordance with the following standards:
 - a. Residential customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of \$500.00 or the estimated charges for a two-month period.
 - b. Commercial and industrial customers: A cash prepayment; or credit card authorization, preauthorized in an amount equal to the greater of \$1,000.00 or the estimated charges for a two-month period.
 - (2) Roll-off container service fees. Garbage / Recycling.
 - a. Fees for open top roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal (tipping fee):

Size Container	Fee s / Pick-up
10 Cubic Yards	\$156.00 <u>\$172.00</u>
20 Cubic Yards	\$172.00 <u>\$189.00</u>
30 Cubic Yards	<u>\$188.00 <u>\$207.00</u></u>
40 Cubic Yards	<u>\$208.00 \$229.00</u>

b. Fees for Recycling roll-off container service shall comprise a fee for each pickup in accordance with the following fees based on container size, plus the actual cost of waste disposal if any (tipping fee):

Size Container	Fee s / Pick-up
10 Cubic Yards	<u>\$70.00</u> <u>\$77.00</u>
20 Cubic Yards	<u>\$90.00</u> <u>\$99.00</u>
30 Cubic Yards	\$110.00 <u>\$121.00</u>
40 Cubic Yards	\$130.00 - <u>\$143.00</u>

c. Inaccessibility to roll-off container shall be charged a fee equal to the pickup charge based on container size.

- d. On-site relocation requests shall be charged a \$75.00 fee per occurrence.
- e. Any roll-off container found to be inactive for a period in excess of thirty days shall be charged a monthly fee equal to the pickup charge based on the container size.
- f. A fee of \$75.00 shall be assessed for containers removed and re-delivered within a seven day period.
- g. A fee of \$75.00 will be charged to deliver each roll-off container.
- h. The City of Largo reserves the right to charge a Contamination Fee in the event that a container contains prohibited material, \$75.00.
- (3) Compactor service fees.
 - a. Fees for compacted roll-off containers shall comprise a fee for each pickup in accordance with the following charges based on container size, plus the actual cost of waste disposal (tipping fee):

Size Container	Fee s-/ Pick-up
10 Cubic Yards	<u>\$208.00</u> <u>\$229.00</u>
20 Cubic Yards	\$ <u>223.00</u> <u>\$245.00</u>
30 Cubic Yards	<u>\$240.00</u> <u>\$264.00</u>
40 Cubic Yards	<u>\$259.00</u> <u>\$285.00</u>

- b. Compacted roll-off containers determined by the city as containing putrid or noxious waste and/or that is unsanitary or emitting an offensive odor shall require the subscriber to have, at a minimum, one pickup per week.
- (h) Compactor disposal service. Fees for disposal of solid waste from compactor systems not using roll-off containers shall be at a rate four times the amount charged for scheduled front-load dumpster service for the same or similar volume and frequency of pickup, in accordance with the rate schedule in subsection (a) of this section.
- (i) Container washing and deodorizing.
 - (1) A front-load dumpster's washing and deodorizing shall cost \$55.00 per occurrence.
 - (2) A roll-off container's washing and deodorizing shall cost \$55.00 per occurrence.
 - (3) An automated container's washing and deodorizing shall cost \$25.00 per occurrence.
 - (4) An on-site roll-off or front-loading compactor cleanup and reloading fee is \$75.00 per occurrence.
- (j) Lockable containers. Subscribers requiring lockable containers shall be charged and additional \$5.00 per container per month. Scheduled roll-out front-load dumpster service with a lockable container shall be available for two- and four-cubic-yard front-load dumpsters only.

Section 4. That Article III, Section 20-71(d) of the City of Largo Code of Ordinances is amended to read as follows:

Article III, Sec. 20-71. - Placement of containers.

(d) Commercial service containers. Commercial service containers including front-load dumpsters, roll-out containers, and roll-off containers shall be placed in a location approved by the city so as

to allow ready, reasonable, and safe access by city employees and equipment. The subscriber shall also provide such physical or site improvements as may be required to provide ready, reasonable and safe access by city employees including, but not limited to, front-load dumpster pads and paved access routes. The commercial or industrial establishment shall be responsible for maintaining the container in the approved location, and the access route to such containers over private property. If a subscriber requests to put a lock on the gates of an enclosure of a commercial service container, the subscriber must pay \$40.00 for a City issued lock with two keys for access by the subscriber and the City.

Section 5. That Article III, Section 20-72(b) of the City of Largo Code of Ordinances is amended to read as follows:

Article III, Sec. 20-72. - Placement of waste other than in containers.

- (b) Horticultural and yard waste. Articles which cannot be placed in a container bag, such as palm fronds, tree branches, and limbs, shall be <u>bundled and</u> placed at curbside for collection. Items shall be trimmed to a maximum length and width of four feet and be less than five cubic yards.
- **Section 6.** That all ordinances or parts thereof inconsistent herewith are hereby repealed and superseded.

<u>Section 7.</u> That it is the intention of the Largo City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

<u>Section 8.</u> That this ordinance shall become effective on October 1, 2021, with the fee changes being implemented as soon as possible thereafter, subject to the City's billing agent's ability to implement the fee changes.

APPROVED ON FIRST READING______

PASSED AND ADOPTED ON SECOND AND FINAL READING______

CITY OF LARGO, FLORIDA

Louis "Woody" L. Brown, Mayor

REVIEWED AND APPROVED:

at A

Alan Zimmet, City Attorney

Diane Bruner, City Clerk

ATTEST: