

ORDINANCE NO. 2019-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AMENDING ORDINANCE NO. 2005-54, AS AMENDED, WHICH PROVIDES FOR AND REGULATES SOLID WASTE COLLECTION, DISPOSAL AND ADMINISTRATION WITHIN COLLIER COUNTY, BY INCLUDING PROVISIONS FOR THE UTILIZATION OF BEAR-RESISTANT SOLID WASTE CONTAINERS, AMENDING SECTION ONE TO INCLUDE DEFINITIONS FOR CURBSIDE AND COMMERCIAL BEAR-RESISTANT SOLID WASTE CONTAINERS; AMENDING SECTION NINETEEN TO AUTHORIZE VOLUNTARY RESIDENTIAL USE AND REQUIRE SOME COMMERCIAL AND SPECIAL EVENT USE OF BEAR-RESISTANT SOLID WASTE CONTAINERS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at its June 12, 2018, the Board of County Commissioners heard a presentation from a representative from the Florida Fish and Wildlife Conservation Commission (FWC) about “Bearwise” Practices for mitigating human-bear conflicts; and

WHEREAS, according to the FWC, black bears have recovered from population declines which has increased the number of human-bear interactions within the urban and rural areas of Collier County; and

WHEREAS, black bears are attracted to unsecure garbage containers and are able to access traditional containers, which contributes to the number of interactions; and

WHEREAS, the Board finds it is in the best interests of the health, safety, and welfare of the citizens of Collier County, Florida, to enact regulations for the voluntary utilization of bear-resistant solid waste containers throughout the County.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, THAT:

SECTION ONE: AMENDMENT TO SECTION ONE OF ORDINANCE 2005-54, AS AMENDED.

Section One of Ordinance 2005-54, as amended, is hereby amended to read as follows, with Section One renumbered as appropriate:

Words Underlined are added; Words ~~Struck-Through~~ are deleted.



SECTION ONE: DEFINITIONS.

A. For the purposes of this Ordinance, the definitions contained in this Section 1 shall apply unless otherwise specifically stated. When not inconsistent to the context, words used in the present tense include the future, words in the plural number include the singular, and words in the singular number include the plural. The word "shall" is always mandatory and not merely discretionary.

[. . .]

12. Commercial Bear-Resistant Solid Waste Container: A commercial solid waste container with a reinforced lid and latching mechanism, or other County-approved method that prevents access to the contents by bears.

[. . .]

18. Curbside Bear-Resistant Solid Waste Container: A solid waste container with a reinforced lid and a latching mechanism or other County-approved method that prevents access to the contents by bears.

SECTION TWO: AMENDMENT TO SECTION NINETEEN OF ORDINANCE NO. 2005-54, AS AMENDED.

Section Nineteen of Ordinance No. 2005-54, as amended, is hereby amended to read as follows, with Section Nineteen renumbered or relettered as appropriate:

SECTION NINETEEN: RESPONSIBILITIES OF CONTRACTOR AND CUSTOMER FOR SOLID WASTE COLLECTION.

The Contractor shall collect Solid Waste from Residential Real Property and Commercial Real Property, and Customers shall set out their Solid Waste for collection by the Contractor, as follows:

[. . .]

C. Residential Real Property:

1. Except as otherwise provided herein or in the Service Agreement, the Contractor shall collect, remove and dispose of the Solid Waste set out for collection by residential Customers. At a minimum, Residential Real Property in the Benefit Units shall be provided collection service at Curbside for the following materials, subject to the provisions of the Service Agreement: (a) Garbage and Rubbish; (b) Yard Trash/Biomass; (c) Program Recyclables; (d) Bulk Waste; (e) White Goods; (f) Tires; (g) Batteries; and (h) Electronic Equipment. Hazardous Waste

shall not be placed in roll carts or curbside containers for collection by the contractor. Hazardous Waste should be taken to a county Recycling Drop-Off Center or the Hazardous Materials Collection Center for disposal, this includes pharmaceutical and medicinal waste and hypodermic devices (SHARPS) suitably contained in a heavy plastic container.

2. Except as otherwise provided herein, residential Customers shall use Garbage Roll Carts for the collection of Garbage and Rubbish. Residential Customers may use heavy-duty plastic bags for excess Garbage or Rubbish. Yard Trash/Biomass containers may be used for the collection of garbage and rubbish in areas that are approved for such service by the Manager. All Solid Waste containers and or plastic bags containing household garbage shall be secured from bear intrusion until the container and or bags are permitted to be placed curbside for collection. Residential Customers shall have the option of using a County-approved, Curbside Bear-Resistant Solid Waste Container, if available. Customers that choose to utilize a Curbside Bear-Resistant Solid Waste Container may be responsible for additional costs associated therewith, including, but not limited to, the cost to purchase the Curbside Bear-Resistant Container and any additional service fee if imposed by the Contractor.

3. Curbside Containers and Yard Trash/BioMass Containers are subject to the Manager's approval and shall: (a) be constructed so as to prevent intrusion by water; and (b) have a cover that is free from sharp edges; and (c) not have inside structures that prevent the free discharge of the container's contents. Curbside Containers, except Roll Carts, shall not exceed forty-five (45) gallons in capacity and fifty (50) pounds in weight when filled. The amount of discarded waste placed in a Garbage Roll Cart or Recycling Roll Cart shall not exceed the weight limit as specified on the Roll Cart.

4. Program Recyclables shall be set out for collection in a Recycling Roll Cart. Program Recyclables may be set out in a Recycling Bin in areas approved by the Manager for such service. Cardboard placed in a Recycling Roll Cart or Recycling Bin shall be flattened and, if necessary, cut to a size to fit into the Recycling Roll Cart without binding or preventing the release of the recycling during collection. Cardboard may also be stacked and placed outside the Recycling Cart or Recycling Bin, any cardboard so stacked must be cut to a maximum size of 3 ft. x 3 ft. Residential Customers may use heavy-duty clear plastic bags for excess recyclables. Recyclable materials placed in the recycle containers and stored outside and/or placed at a designated collection location shall be sufficiently free from residue of food and other materials so that they are not an attractant to bears.

5. Discarded materials from small household repairs, renovations or projects may be placed in a Garbage Roll Cart. No other Commercial and Demolition (C&D) Debris shall be placed at the Curbside. C&D generated by the property owner or tenant that cannot be contained within a Roll Cart shall be transported by the property owner or tenant to an approved county facility for disposal. C&D Debris generated on Residential Real Property by a licensed builder or contractor shall be removed by the builder or contractor.

6. Garbage Roll Carts, Curbside Containers, Recycling Roll Carts, Recycling Bins, Yard Trash/Biomass Containers, Curbside Bear-Resistant Solid Waste Containers and any non-containerized waste appropriate for Curbside collection shall be placed Curbside prior to 6:00

a.m. on the scheduled collection day. However, these containers and materials shall be placed at Curbside no earlier than 6:00 p.m. the day prior to the Customer's next regularly scheduled collection day. Such containers and materials shall be placed at least three (3) feet from mailboxes or other obstacles. The Customer shall remove from the Curbside all Curbside Containers, Garbage Roll Carts, Recycling Roll Carts, Curbside Bear-Resistant Solid Waste Containers and Recycling Bins by 6:00 a.m. on the day after the scheduled service is completed.

7. A residential Customer shall not set out for collection more than four (4) Tires with or without rims less than 33 inches in diameter and two (2) lead acid batteries per month.

8. A residential Customer shall contact the Manager at least forty-eight (48) hours before the Customer's regularly scheduled collection day if the Customer wishes to receive Curbside collection of White Goods, Electronic Equipment, Tires, or lead acid batteries.

9. Garbage and similar putrescible waste shall not be collected, stored, or set out in an open, uncovered Collection Container.

10. Solid Waste and Yard Trash/Biomass shall not be placed in the same Curbside Container.

11. Yard Trash/Biomass shall not be placed in Garbage Roll Carts, Recycling Roll Carts, or Recycling Bins. Yard Trash/Biomass placed in Yard Trash/Biomass Containers shall not exceed fifty (50) pounds in weight, four (4) feet in length, or four (4) inches in diameter. Yard Trash/Biomass shall not be set out for collection in plastic bags. A combination of no more than ten (10) bundles, paper bags or personal containers will be collected at one time.

12. Yard Trash/Biomass that is not placed in a Yard Trash/Biomass Container shall be bundled and securely tied with twine or other material strong enough to support the weight of the bundle. Non-containerized Yard Trash/Biomass shall not exceed fifty (50) pounds in weight, four (4) feet in length, or four (4) inches in diameter. The foregoing restrictions also shall apply to other types of non-containerized Solid Waste, except Bulk Waste and Extraordinary Waste.

13. Customers shall not overfill Garbage Roll Carts, Recycling Roll Carts, Curbside Bear-Resistant Solid Waste Containers or Commercial Containers such that lids cannot be fully closed. Overfilled roll carts and containers are a potential hazard when lifted by the automatic arm of the collection vehicles in addition to being an attractant to wildlife. Overfilled Commercial Containers can be assessed a fine if found in violation.

14. The Contractor shall provide for the collection of Bulk Waste, White Goods, and Electronic Equipment, subject to the provisions of this Ordinance and the Service Agreement. Such materials shall be placed at Curbside and shall not include vehicles, vehicle component parts, boats or boat trailers or their component parts, or liquid waste. Further, Bulk Waste shall be disassembled, if possible, into sections or pieces of less than fifty (50) pounds in weight and four (4) feet in length, prior to pick up by the Contractor. Prior to placement at the Curbside, doors on

White Goods shall be taken off the discarded units, or securely locked from the outside to prevent the entrapment of children.

15. Garbage Roll Carts, Recycling Roll Carts, Curbside Bear-Resistant Solid Waste Containers, or Recycling Bins unserviceable due to loss or customer negligence, will be replaced, and the customer shall pay the contractor's invoice price plus a delivery fee. The invoice price is subject to change at the Manager's approval. The delivery fee is set forth in the Solid Waste Rate Resolution as amended.

16. Owners of Residential Real Property may negotiate separate arrangements directly with the Contractor for services additional to those established herein and in the Service Agreement. The County shall not be responsible for the administration of or payment for any such arrangements.

[...]

E. Commercial Real Property:

[...]

7. Commercial Real Property customers that produce any food waste and utilize a Non bear-resistant Solid Waste Container shall secure containers at all times except when loading or unloading the container. The area around the container must be kept clean of refuse and debris at all times. If the container is damaged in a way that allows intrusion from bears, the damage must be reported immediately to the company responsible for the maintenance of the container and repairs be done within forty-eight (48) hours after the damage is reported.

[...]

H. Special Events:

1. All Special Events in Collier County that (1) occur outside and (2) produce any food waste, must be kept free from the accumulation of solid waste. Special events customers that produce any food waste and utilize a non-bear-resistant Solid Waste Containers shall secured containers at all times except when loading or unloading the container. The County Manager, or his designee, shall be allowed to inspect the Special Event at no charge, for the purpose of assisting with and verifying the disposal of solid waste.

SECTION THREE: CONFLICT AND SEVERABILITY.

In the event this Ordinance conflicts with any other Ordinance of Collier County or other applicable law, the more restrictive shall apply. If any court of competent jurisdiction holds any phrase or portion of this Ordinance invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

SECTION FOUR: INCLUSION IN THE CODE OF LAWS AND ORDINANCES.

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Collier County, Florida. The sections of the Ordinance may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

SECTION FIVE: EFFECTIVE DATE.

This Ordinance shall be effective upon filing with the Florida Department of State.

PASSED AND DULY ADOPTED by the Board of County Commissioners of Collier County, Florida, this _____ day of _____, 201____.

ATTEST:
Crystal Kinzel, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Jennifer A. Belpedio
Assistant County Attorney

JAB
9/13/19

