

**An Ordinance amending the City of South Miami Code of Ordinances, Chapter 11, Sections 11-4 and 11-22 to add and amend definitions and to revise the requirements for trash collection.**

**WHEREAS**, section 11-4 requires additional definitions to make the Chapter more clear; and

**WHEREAS**, section 11-22 is confusing and it needs clarification as well as tighter regulation as to what can be placed at curbside and how long trash can remain at curbside; and

**WHEREAS**, the City desires to amend Chapter 11, Sections 11-4 and 11-22 of the City’s Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA:**

**Section 1.** Chapter 11, Sections 11-4 of the City of South Miami, Florida, Code of Ordinances is hereby amended and shall read as follows:

**Sec. 11-4  
Definitions**

Automated domestic garbage container shall mean the container designed for the automated collection system and supplied by the city.

Biomedical/biohazardous waste shall mean any solid waste or liquid waste which may present a threat of infection to humans. The term includes but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human disease causing agents; used disposable sharps, human blood, and human blood products and body fluids; and other materials which in the opinion of the department of health and rehabilitation services represent a significant risk of infections to persons outside the generating facility.

Biological waste shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazards waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans or animals.

Bulk Trash shall mean all domestic trash excluding (i) domestic recyclable materials that should be placed in a recycling container or (ii) domestic trash that must be placed in a garbage container. In no event shall recyclable material that is required to be containerized, or any domestic garbage, be considered Bulk Trash.

Bundled Vegetative Trash shall mean trash consisting of vegetation removed from non-commercial residential properties that can be bundled and joined by ties or contained in bags. See the definition of “commercial residential properties”.

City shall mean the City of South Miami, Florida.

Commercial establishments shall mean any structure used or constructed for use for business operations. For purposes of this chapter, hotels and motels are commercial establishments. The

1 term "commercial establishment" shall not include any residential units or multifamily residential  
2 establishments.

3  
4 Commercial residential properties, for the purpose of this Section, shall mean any property that  
5 has four or more residential units that are attached to one another, such as four townhouses,  
6 whether owned individually by different person or whether they are all owned by the same  
7 person.

8  
9 Commercial solid waste shall mean every waste accumulation, including but not limited to, dust,  
10 paper, paper cartons, cardboard cartons, excelsior, rags, garbage, plastics, metal containers, bulky  
11 waste and other waste which is usually attendant to the operations of commercial businesses or  
12 multifamily residences.

13  
14 Construction and demolition debris shall mean and include all waste requiring collection and  
15 disposal, including but not limited to materials which are recyclable, from any construction or  
16 renovation site located within the city.

17  
18 Customer shall mean a person who uses the solid waste or recycling services of a private hauler.

19  
20 Dangerous Trash shall mean any item that may cause damage to collection equipment or personal  
21 injury to the collectors or persons on the street, or which may leave behind any hazardous parts,  
22 liquid, or fragments after collection, or which requires special handling, management and  
23 disposal. Dangerous trash includes, but is not limited to, biological waste, hazardous waste,  
24 infectious waste, insecticides, herbicides, fungicides, paint, solvents, propane canisters,  
25 radioactive materials, asbestos, motor or machine oil or grease, lead-acid batteries, fluorescent  
26 lights (which contain mercury), and pressurized or flammable gasses or liquids.

27  
28 Director shall mean the director of the ~~p~~Public ~~w~~Works Department.

29  
30 Domestic and Vegetative Bulk Trash shall mean trash from non-commercial residential properties  
31 that cannot be containerized or bundled. Domestic and Vegetative Bulk Trash is not recyclable  
32 material that should be placed in a recycling container nor is it domestic garbage.

33  
34 Garbage-Domestic Garbage (or "Garbage") shall mean every food-derived refuse accumulation  
35 from non-commercial residential properties or any related material that decays and produces  
36 unsanitary or noxious conditions. of animal, fruit, vegetable, or organic matter that attends the  
37 preparation, use, cooking and detailing in, or storage of, meats, fish, fowl, fruit, or vegetables,  
38 and decay, putrefaction and the generation the of noxious of offensive gases or odors, or which,  
39 during or after decay, may serve as breeding or feeding material for flies or other germ-carrying  
40 insects.

41  
42 Franchisee shall mean the named person who obtains a franchise from the city pursuant to this  
43 chapter.

44  
45 Garbage can or garbage container shall mean a container made of galvanized metal, durable  
46 plastic on other suitable material of a capacity ninety-six (96) gallon approved for use by the  
47 eCity ~~m~~Manager or his designee. Such container shall have ~~two (2) handles upon the sides~~  
48 ~~thereof, or a bail by which dirt may be lifted, and shall have a tight fitting a solid top that~~  
49 contains odors and keeps out rain.

1 Gross receipt shall mean the entire amount of fees billed by a franchisee, exclusive of state sales  
2 taxes provided by law from any person within the city for garbage, hazardous, industrial,  
3 biomedical, biological, commercial, multifamily residential establishment solid waste; specialized  
4 solid waste including construction and demolition, debris, trash, lifter refuse, and/or rubbish  
5 collection, removal and disposal.  
6

7 Hazardous waste shall mean solid waste, or a combination of solid wastes, which, because of its  
8 quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or  
9 significantly contribute to ~~an increase in mortality or an increase in serious irreversible or~~  
10 ~~incapacitating reversible~~ illness or may pose a substantial present or potential hazard to human  
11 health or the environment when improperly transported, disposed of, stored, treated, or otherwise  
12 managed.  
13

14 Industrial waste shall mean any and all debris and waste products generated by manufacturing,  
15 food processing (except restaurants), land clearing, any commercial shrubbery or tree cutting,  
16 building construction or alteration (except do-it-yourself home projects) and public works type  
17 construction projects whether performed by a government unit or by contract.  
18

19 Infectious waste shall mean those wastes which may cause disease or may reasonably be  
20 suspected of harboring infectious agents pathogenic organisms. Included are medical, biological,  
21 and veterinary wastes requiring special handling and/or disposal. ~~resulting from the operation of~~  
22 ~~medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not~~  
23 ~~limited to, diseased human and animal parts, contaminated bandages, pathological specimens,~~  
24 ~~hypodermic needles, contaminated clothing, and surgical gloves.~~  
25

26 Loose refuse shall mean any refuse, either garbage or trash stored in and collected from any type  
27 of container other than a mechanical container or garbage can. Refuse which is collected from the  
28 ground is considered loose refuse.  
29

30 Mechanical container shall mean and include any detachable metal container designed or  
31 intended to be mechanically dumped into a loader/packer type of garbage truck used by the  
32 franchisee.  
33

34 Multifamily residential establishment shall mean any structure other than a residential unit which  
35 is used, or constructed for use, as a multiple dwelling facility. Multifamily residential  
36 establishments shall include, without limitation, rooming house, tourist court, trailer park,  
37 apartment building with rental or condominium apartments, or multiple story condominiums with  
38 common means of ingress and egress.  
39

40 Performance bond shall mean the form of security approved by the city and furnished by the  
41 franchisee as required as a guarantee that the franchisee will execute the work in accordance with  
42 the terms of this chapter and will pay all lawful claims, and shall include all fee(s) due to the city  
43 under the franchise agreement(s),  
44

45 Permit per account fee shall mean the annual charge assessed by the city to nonexclusive  
46 franchises for each account with whom they contract for the provision of services.  
47

48 Person shall mean any natural person, individual, public or private corporation, firm, partnership,  
49 association, joint venture municipality, or any combination of such, jointly or severally.  
50

1 Private solid waste hauler (collector); private hauler; hauler shall mean any person, entity,  
2 corporation or partnership that removes, collects and transports for disposal for hire any solid  
3 waste within the incorporated area of the city.

4  
5 Recyclable materials shall mean those materials which are capable of being recycled and which  
6 would otherwise be processed or disposed of as solid waste.

7  
8 Refuse shall mean both rubbish and garbage or a combination or mixture of rubbish and garbage,  
9 including paper, glass, metal and other discarded matter, excluding recyclable materials.

10  
11 Refuse containers shall mean garbage can, garbage container, automated domestic garbage  
12 container, domestic trash container and commercial refuse container.

13  
14 Refuse regulations shall herein refer to regulations prescribed by the city together with such  
15 administrative rules, regulations and procedures as may be established under or pursuant to this  
16 chapter.

17  
18 Residential unit shall mean any single-family residence.

19  
20 Solid waste shall mean garbage, litter, refuse, yard trash, clean debris, white goods, ~~special waste,~~  
21 refuse, or other discarded materials.

22  
23 Solid waste disposal shall mean the disposition of solid waste by means of combustion, land  
24 filling or other final method of discard as approved under federal and state law.

25  
26 Special Domestic Bulk Trash shall be defined as heavy manufactured fabricated items such as  
27 home and kitchen appliances and other goods designated as such by the City Manager or Public  
28 Works Director. Special Domestic Bulk Trash shall not include construction materials.

29  
30 ~~Special waste shall mean solid wastes that can require special handling and management,~~  
31 ~~including, but not limited to, radioactive materials, asbestos, whole tires, used tires, used oil, lead-~~  
32 ~~acid batteries, mercury lights and biological wastes, hazardous waste, construction and demolition~~  
33 ~~debris, industrial waste including solid or contained gaseous material resulting from domestic,~~  
34 ~~industrial, commercial, mining, agricultural, or governmental operations.~~

35  
36 Temporary rolloff/container fee shall mean the one-time charge paid, per account, to the city for  
37 each large container and/or rolloff utilized by franchisees to provide contracted removal and  
38 disposal of construction or demolition debris ~~special waste~~ from commercial construction and  
39 demolition, renovation and other similar accounts.

40  
41 **Section 2.** Chapter 11, Sections 11-22 of the City of South Miami, Florida, Code of  
42 Ordinances are hereby amended and shall read as follows:

43  
44  
45 **Sec. 11-22. - Extent of service and points of collection.**

46 (a) Domestic garbage containers. Garbage containers ~~are hereby required to be placed at~~  
47 ~~curbside, must be placed at the front property line or curb~~ and facing the street, at least five (5)  
48 feet from parked cars, poles, fire hydrants, mailboxes, or other obstacles, or at a location  
49 designated by the ~~e~~City ~~m~~Manager or ~~p~~Public ~~w~~Works ~~d~~Director. City-provided Ggarbage  
50 containers ~~are hereby required to~~ may be placed at the collection point as early as 7:00 p.m. the  
51 night before the pick-up and not later than 7:00 a.m. the day of pick-up. Such containers shall be

1 removed from public view within twenty-four (24) hours after the scheduled collection day.  
2 Containers may not be placed at locations other than stated above without the written approval of  
3 the City Manager. These Other containers and containers placed at other locations not approved  
4 will not be picked up. Containers in approved location will be emptied twice each week.  
5

6 ~~(a-1) Emergency conditions. Whenever strike, natural calamity, or other emergency shall occur,~~  
7 ~~the city manager may invoke the following emergency conditions for a period of thirty (30) days~~  
8 ~~by written notice mailed to all domestic garbage customers:~~  
9

10 ~~(a-2) Domestic garbage. Garbage containers are hereby required to be placed at the front~~  
11 ~~property line or curb on the day of scheduled collection. Such containers shall be removed from~~  
12 ~~public view within twenty four (24) hours after the scheduled collection day. Containers may be~~  
13 ~~placed at locations other than stated above with the approval of the city manager. Those~~  
14 ~~containers and locations not approved will not be picked up. Containers in approved locations~~  
15 ~~will be emptied at least twice each week. Such emergency conditions may be extended thereafter~~  
16 ~~only with approval of a majority of the city council by resolution duly passed.~~  
17

18 (b) ~~Bundled Vegetative Domestic~~ Trash. Domestic trash in containers and Bundled domestic  
19 Vegetative Trash shall be placed at least five (5) feet from parked cars, poles, fire hydrants,  
20 mailboxes, or other obstacles and at the front property line or front curb for collection, or at  
21 location designated by the City Manager or Public Works Director. Bundled Vegetative Trash  
22 shall not be placed for pickup more than twenty four (24) hours seven days prior to be the  
23 scheduled pickup day and removed from the curb within twenty four (24) hours after pickup. In  
24 no case shall the Bundled Vegetative Trash weigh more than fifty (50) pounds or be longer than  
25 four (4) feet in length. The amount of Bundled Vegetative domestic Trash picked up without  
26 additional fee shall not exceed the equivalent in volume of two (2) thirty gallon containers 12.5  
27 cubic yards for each collection. The collection procedure for domestic trash as described herein  
28 may change due to emergencies and circumstances beyond the control of the city. In such  
29 situations the collection of domestic garbage shall be given priority. Grass, hedge clippings,  
30 leaves, branches and vines are not required to be bundled as domestic trash and may be placed  
31 at the curb a maximum of seven (7) days before the scheduled pickup day. This bundled domestic  
32 trash and unbundled grass, hedge clippings, leaves, branches and vines may be placed in  
33 automated domestic garbage container defined in subsection 11-19(a).  
34

35 (c) ~~Other domestic trash. Domestic and Vegetative Bulk Trash. Domestic and Vegetative Bulk~~  
36 ~~Trash that cannot be containerized or bundled shall be neatly stacked or placed at the front of the~~  
37 ~~property or at the front curb in front of the owner's property for special mechanized collection at~~  
38 ~~the convenience of the City. Domestic trash and Vegetative Bulk Trash exceeding the~~  
39 ~~maximum allowable volume may be picked up at an extra additional cost to the owner of the~~  
40 ~~premises as set forth in section 11-23 of this chapter. Domestic and Vegetative Bulk Trash shall~~  
41 ~~not be placed for pickup more than twenty-four (24) hours prior to the scheduled pickup day.~~  
42 ~~Domestic and Vegetative Bulk Trash (bundled or not) shall not include domestic recyclable~~  
43 ~~materials that are supposed to be placed in a City-provided recycling container or other Domestic~~  
44 ~~Trash that is required to be put into a trash container. In no event shall domestic garbage be~~  
45 ~~considered Domestic and Vegetative Bulk Trash.~~

46 (d) ~~Pick up services for the city's public works department. The City's Public Works Department~~  
47 ~~shall provide special bulk trash Special Domestic Bulk Trash [pick-up] services. Special bulk~~  
48 ~~trash shall be defined as refrigerator, stove, air conditioner, washer, dryer, microwaves, water~~  
49 ~~heater, paint cans, and other goods designated by the city manager or public works director.~~  
50 ~~Property owners and residents shall contact the Public Works Department to arrange for~~  
~~special pick-up services before placing Special Domestic Bulk Trash at curbside. Special~~

1 Domestic Bulk Trash shall not include construction materials. Special Domestic Bulk Trash shall  
2 not be placed for pickup more than twenty-four (24) hours prior to the scheduled pickup day.  
3

4 (1) Property owners or residents of property may have ~~two (2)~~ three (3) options for the  
5 disposal of ~~sSpecial Domestic bBulk tTrash~~:

6  
7 a. ~~Special Domestic bBulk tTrash~~ can be picked up by the ~~eCity~~ at an extra cost  
8 to the owner or resident of the property as set forth in section 11-23 of this  
9 chapter; ~~or-~~

10 b. Property owners can use the services of a private contractor for the disposal  
11 of such items. However, property owners or residents of the property shall  
12 notify the pPublic wWorks dDepartment of the option selected and the  
13 pPublic wWorks dDepartment shall specify the date to place trash out for  
14 private contractors to pick up; or-

15 c. The property owner or a resident of the property may personally dispose of the  
16 Special Domestic Bulk Trash If Miami-Dade County provides a facility were  
17 such trash may be taken by such property owner or resident.  
18

19 (de) Commercial refuse. Commercial refuse containers shall be placed at a point designated by  
20 the ~~eCity mManager~~. Collection of commercial refuse shall be ~~as many times weekly~~ as  
21 designated by the ~~eCity mManager~~ as to both, the size of container, as well as the frequency of  
22 pickup. It shall be a violation of this chapter for any tenant or owner to permit the accumulation  
23 of refuse upon any premises for a period of longer than ~~twenty-four (24) hours-days~~ without  
24 having arranged for disposal by a qualified person licensed by the City to perform such service.  
25 The ~~Ceity~~ may, at its convenience, require any commercial business or industrial establishment to  
26 make private arrangements for the collection and disposal of commercial refuse.  
27

28 (ef) Refuse not collected by the ~~eCity~~. The ~~eCity~~ will not ~~under any circumstances~~ collect and  
29 dispose of ~~dangerous trash, construction and demolition debris, commercial and domestic~~  
30 ~~building materials as defined, commercial trash as a result of trash from lot clearing, spent oil or~~  
31 ~~greases accumulated at garages, filling stations or similar establishments, or automotive tires and~~  
32 ~~others items.~~ Improper disposal of such items may result in fines.  
33

34 (fg) Holiday garbage collection schedule:

35 ~~Holidays falling on Monday-holiday: Monday's route-The normal Monday pickups will be~~  
36 ~~collected onpicked-up Tuesday, and pickups typically scheduled for Tuesday route will be~~  
37 ~~collected on Wednesday-with Thursday-Friday normal schedule.~~

38  
39 ~~Holidays falling on Tuesday-holiday: Monday's route no change. Tuesday's routeThe normal~~  
40 ~~Tuesday pickups will be collected on Wednesday-with Thursday-Friday normal schedule.~~

41  
42 ~~Holidays falling on Thursday-holiday: Monday-Tuesday normal schedule. Thursday's routeThe~~  
43 ~~normal Thursday pickups will be collected on picked-up Wednesday-with no change for Friday.~~

44  
45 ~~Holidays falling on Friday-holiday: Monday-Tuesday normal schedule.The normal Thursday~~  
46 ~~pickups route will be collected onpicked-up Wednesday, and Friday's routethe normal Friday~~  
47 ~~pickups will be collected on Thursday.~~

48  
49 (gh) Penalty for removal. It shall be a violation of this chapter for any person, firm, or  
50 corporation not authorized by the ~~eCity mManager~~, to collect or dispose of any newspaper or  
51 other recyclable item or container which has been specifically placed for collection in the

1 recycling program as provided by this section. It is not the intent of this section to prohibit any  
2 nonprofit organization from soliciting newspapers, cans, or bottles for the purpose of resource  
3 recovery and recycling.  
4

5 (i) It shall be unlawful for anyone to place domestic garbage anywhere other than inside a  
6 designated garbage container. It shall be the obligation of every property owner to remove  
7 domestic garbage that is placed on, with or in the general vicinity of any Domestic and  
8 Vegetative Bulk Trash and Special Bulk Trash that has been deposited in the front of their  
9 property. It shall be a violation of this section to allow domestic garbage to remain on, with or in  
10 the general vicinity of any Domestic and Vegetative Bulk Trash and Special Bulk Trash for more  
11 than 24 hours. If a property owner is given a warning for a violation of this section, no additional  
12 warning shall be given before a written citation for violation of this section is issued.  
13

14 (j) Emergency conditions. Whenever strike, natural calamity, or other condition beyond the  
15 City's control shall occur, the City Manager may invoke emergency conditions for a period of  
16 thirty (30) days by written notice to all applicable properties: Such emergency conditions may be  
17 extended thereafter only with approval of a majority of the City Commission by a written  
18 resolution. In such situations the collection of domestic garbage shall be given priority.  
19

20  
21 **Section 3. Codification.** The provisions of this ordinance shall become and be made a part  
22 of the Code of Ordinances of the City of South Miami as amended.  
23

24 **Section 4. Severability.** If any section, clause, sentence, or phrase of this ordinance is for  
25 any reason held invalid or unconstitutional by a court of competent jurisdiction, this holding shall not  
26 affect the validity of the remaining portions of this ordinance.  
27

28 **Section 5. Ordinances in Conflict.** All ordinances or parts of ordinances and all sections  
29 and parts of sections of ordinances in direct conflict herewith are hereby repealed.  
30

31 **Section 5. Effective Date.** This ordinance shall become effective upon enactment.  
32

33  
34 PASSED AND ENACTED this \_\_\_\_ day of \_\_\_\_\_, 2017.  
35

36 ATTEST:

APPROVED:

37  
38  
39  
40 \_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

41 1<sup>st</sup> Reading

42 2<sup>nd</sup> Reading

43  
44 READ AND APPROVED AS TO FORM:  
45 LANGUAGE, LEGALITY AND  
46 EXECUTION THEREOF

COMMISSION VOTE:

Mayor Stoddard:

Vice Mayor Welsh:

Commissioner Liebman:

Commissioner Edmond:

Commissioner Harris:

47  
48  
49  
50 \_\_\_\_\_  
CITY ATTORNEY  
51



## CITY OF SOUTH MIAMI COURTESY NOTICE

**NOTICE IS HEREBY** given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, May 2, 2017, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution of the City Commission of the City of South Miami, Florida, pursuant to Section 197.3632, of the Florida Statutes, providing for a Uniform Method of Collecting Non-Ad Valorem Assessments for Stormwater Services, authorizing entering into an Interlocal Agreement with Miami-Dade County to place the City's proposed Non-Ad Valorem Assessments on the County Tax Bill.

A Resolution authorizing the City Manager to enter into the Community Space Lease Agreement with Miami-Dade County for lease of 6701 SW 62 Avenue, South Miami, Florida for one (1) year with a two (2) additional one (1) year period.

( An Ordinance amending the City of South Miami Code of Ordinances, Chapter 11, Sections 11-4 and 11-22 to add and amend definitions and to revise the requirements for trash collection. )

ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Maria M. Menendez, CMC  
City Clerk

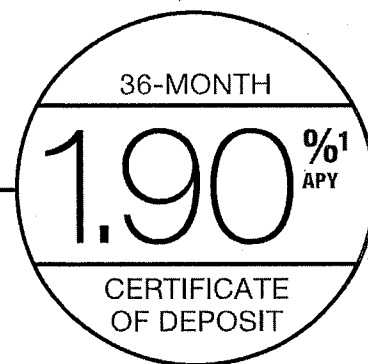
Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.



## NOTICE BY THE CITY OF SOUTH MIAMI OF INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT

Notice is hereby given to all owners of lands located within the boundaries of the City of South Miami that the City of South Miami intends to use the uniform ad valorem method for collecting the Stormwater non-ad valorem assessments levied by the City of South Miami as set forth in Section 197.3632, Florida Statutes, and that the City Commission will hold a public hearing on **Tuesday, May 2, 2017**, at 7:00 p.m. at the 6130 Sunset Drive, Commission Chambers. The purpose of the public hearing is to consider the adoption of a Resolution authorizing the City of South Miami to use the uniform ad valorem method of collecting the Stormwater non-ad valorem assessments levied by the City of South Miami as provided in Section 197.3632, Florida Statutes. The City of South Miami is considering adopting a non-ad valorem assessment for 2018, for the purpose of collecting the Stormwater User Fees. This non-ad valorem assessment is levied for the first time which was previously charged in the utility bill.

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## ...TO EXTRAORDINARY!

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1. Promotion begins on March 15, 2017 and expires on May 15, 2017. Popular Community Bank, in its sole discretion, reserves the right to change or terminate this offer at any time. This offer is available in all Popular Community Bank branches and via our website [www.popularcommunitybank.com](http://www.popularcommunitybank.com). To qualify for the promotional Annual Percentage Yield (APY), new or existing customers must open a 3-Year CD with a required minimum balance and opening deposit of \$1,000 in new money. New money is defined as deposits not previously held with Popular Community Bank. APY assumes principal and interest remain on deposit until maturity. A penalty will be imposed for early withdrawal. Fees may reduce earnings on the account. Promotional Rate is valid on the initial 3-year term. • Banco Popular North America (referred to herein as "our" or "Popular Community Bank") is a member of the FDIC and operates under the assumed name "Popular Community Bank" in the markets in which it operates. Accordingly, Popular Community Bank and Banco Popular North America are the same FDIC-insured institution. ©2017 Banco Popular North America. Member FDIC.



# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING  
CITY OF SOUTH MIAMI - MAY 2, 2017

in the XXXX Court,  
was published in said newspaper in the issues of

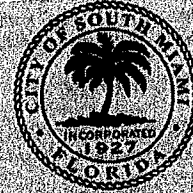
04/21/2017

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this  
21 day of APRIL, A.D. 2017

(SEAL)

MARIA MESA personally known to me



## CITY OF SOUTH MIAMI NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY** given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, May 2, 2017, beginning at 7:00 p.m. in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution of the City Commission of the City of South Miami, Florida, pursuant to Section 197.3632 of the Florida Statutes, providing for a Uniform Method of Collecting Non-Ad Valorem Assessments for Stormwater Services, authorizing entering into an Interlocal Agreement with Miami-Dade County to place the City's proposed Non-Ad Valorem Assessments on the County Tax Bill.

A Resolution authorizing the City Manager to enter into the Community Space Lease Agreement with Miami-Dade County for lease of 6701 SW 62 Avenue, South Miami, Florida for one (1) year with a two (2) additional one (1) year period.

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ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Maná M. Menéndez, CMC  
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

4/21

17-117/0000217767M