
OSCEOLA COUNTY, FLORIDA

SOLID WASTE ORDINANCE

ENACTED JANUARY 4, 2021

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ORDINANCE NO. 2021-13

An Ordinance of Osceola County, Florida, Amending and Restating in its Entirety Chapter 19 of the Osceola County Code Relating to the Regulation of Storage, Transportation, Collection and Disposal of Solid Waste, Providing Definitions, Purpose and Intent, Providing for Litter Control, Prohibiting Illegal Dumps, Regulating Transportation of Solid Waste, Establishing Customer Responsibilities, Providing for Disaster Debris; Providing for Administrative Fines and Enforcement, Requiring and Regulating Commercial Franchises, Providing for Collection Service Agreements, Providing for the Imposition and Collection of Special Assessments to Fund Solid Waste Service Costs; Providing for Conflicts; Providing for Severability; Providing for Inclusion into the Code; Providing for Filing with Department of State; and Providing an Effective Date.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OSCEOLA COUNTY, FLORIDA:

SECTION 1. CREATION OF CODE CHAPTER 19. Chapter 19 of the Osceola County Code – Solid Waste is hereby amended in its entirety as follows:

CHAPTER 19 – SOLID WASTE

ARTICLE I. – IN GENERAL

Sec. 19-1. – Definitions.

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

Administrative fine means a fine assessable pursuant to section 19-9 hereof for failure to comply with the requirements of this Chapter.

Annual assessment resolution means the resolution described in section 19-68 hereof, establishing the rate at which a solid waste service assessment and/or household chemical waste service assessment for a specific fiscal year will be computed. The final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which a solid waste service assessment and/or household chemical waste service assessment is imposed or reimposed.

Assessable property means (a) with respect to solid waste collection and disposal services, tax parcels in the curbside collection area and the drop-off service area on which residential service

units are located, and (b) with respect to household chemical waste service, any tax parcel in the county on which residential service units are located.

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

Board means the county's board of commissioners.

Buenaventura Lakes special service area means the portion of Buenaventura Lakes depicted in appendix A of Ordinance No. 10-43.

Building means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel, or property of any kind. This term shall include mobile homes, manufactured homes or any vehicles serving in any way the function of a building.

Bulky waste means items that require special handling and management (e.g., large household goods and furniture). "Bulky waste" must be usual to housekeeping and previously used by the customer at the dwelling unit for which collection service is provided. The term "bulky waste" excludes exempt waste and white goods.

C&D means construction and demolition debris – discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in F.S. §403.707(9)(j), yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of C&D if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of C&D with other types of solid waste will cause it to be classified as other than C&D.

C&D bag means a fabric container sufficiently strong to transport transporting C&D, that has been approved by the county solid waste director for such purpose. A fabric container eight (8) feet two (2) inches long by four (4) feet two (2) inches wide by two (2) feet six (6) inches tall,

holding three (3) cubic yards/six hundred six (606) gallons of debris and strong enough to hold 3,300 pounds is hereby deemed to meet the foregoing standard.

Cart means a commercially-produced container made with heavy-duty hard plastic or other impervious material, hot-stamped or stenciled with the county logo, with an enclosed bottom and sides, mounted on 2 wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately 96-gallons, 65-gallons or 35-gallons, and used for the automated or semi-automated collection service of household waste or program recyclables.

Certificate of occupancy means an official document or certificate issued by the county, under the authority of ordinance or law, authorizing the occupancy and use of a structure for its intended purpose. The term "certificate of occupancy" shall also include a temporary certificate of occupancy and tie-down permits or final inspection sign-off for those structures that do not require certificate of occupancy.

Code enforcement board means the code enforcement and nuisance abatement board created by section 7.1 of this code.

Collection service means the removal of residential waste and program recyclables from residential service units.

Collection service agreement means an agreement for collection service entered into pursuant to article III hereof.

Collector means a commercial franchise holder or a person or corporation contracting with the county for the collection of solid waste from residential property.

Commercial collection service means the collection of commercial solid waste that is generated on commercial property located within the county from dumpsters, compactors or roll-off containers and transportation of such commercial solid waste to lawfully permitted disposal and management facilities.

Commercial franchise means a nonexclusive franchise the county has granted to a person pursuant to article II hereof for the collection of commercial solid waste within the county.

Commercial franchise holder means any person or corporation granted a franchise for collection of commercial solid waste pursuant to the terms of article II of this chapter.

Commercial solid waste means all types of solid waste generated on commercial property except residential waste and exempt waste. For the purposes of article II, commercial collection service, the term commercial solid waste shall also include C&D and recyclable material.

Commercial property means all improved property other than residential property.

Compactor means any container which has a compaction mechanism(s), whether stationary or mobile, all inclusive. The term "compactor" does not include in-home trash compactors.

Contract administrator means the county's director of public works, such person's designee, or any other person designated by the county manager to administer and monitor the provisions of an agreement with the county for collection service pursuant to the terms of article III of this chapter.

Contractor means any person or corporation entering into an agreement with the county for collection of residential solid waste pursuant to the terms of article III of this chapter.

County means Osceola County, a charter county and political subdivision of the State of Florida.

County attorney means the chief legal officer of the county, or such person's designee.

County auditor means the Osceola County Clerk of the Circuit Court, ex officio Clerk to the Board of County Commissioners, or such person's designee.

County manager means the chief executive officer of the county, or such person's designee.

County road system is as defined in the Florida Transportation Code.

Curbside means a ground level location that is, in the following order of priority: (a) within 3 feet of the curb of any road, street or alley that abuts the property on which a residential service unit is located and which is accessible by fire and emergency vehicles and to which the contractor has a right of access; (b) if there is no curb, within 6 feet of the paved surface of any road, street or alley that abuts the property on which a residential service unit is located and which is accessible by fire and emergency vehicles and to which the contractor has a right of access; (c) within 6 feet of the closest accessible public right-of-way; or (d) any other location agreed to by the customer and contractor that will provide a safe and efficient location to the contractor's crew and vehicle. If an appropriate location cannot be agreed upon, the contract administrator shall designate the location for collection.

Curbside collection area means the portion of the county designated to receive curbside collection service for residential waste and program recyclables in the initial assessment resolution.

Curbside customer means the owner or occupant of residential property located in the curbside collection area.

Customer's contractor generated waste means rubbish, bulky waste, or any combination thereof, generated by builders, building contractors, privately-employed tree trimmers and tree surgeons, landscape services and lawn or yard maintenance services and nurseries.

Department means the county department responsible for managing solid waste within the county.

Director means the director of the department or the director's designee.

Disaster debris means debris that is produced or generated by declared, natural or manmade disasters, and is placed curbside, including, but not limited to displaced, broken or

discarded building and construction materials, garbage, vegetative matter and spoiled or ruined household goods or materials.

Drop-off customer means the owner or occupant of a residential service unit located in the drop-off service area.

Drop-off service means the provision of facilities to which drop-off customers can deliver residential waste and program recyclables.

Drop-off service area means the portion of the county designated to receive drop-off service for residential waste and program recyclables in the initial assessment resolution.

Dumpster means a small dumpster or a standard dumpster.

Duplex means a building that contains two dwelling units.

Dwelling unit means a building, or a portion thereof, lawfully used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

Excluded dwelling unit means (a) any mobile home located in a mobile home park, and (b) any other dwelling unit (single-family residence, mobile home, duplex, triplex, quadruplex or townhome) not located within a special service area that is served by a dumpster or compactor.

Exempt waste means (a) solid waste from commercial or industrial facilities; (b) program recyclables from commercial or industrial facilities; (c) C&D, except for small quantities of C&D that will fit in a waste cart and not interfere with normal collection service; (d) land clearing debris; (e) farming waste; (f) boats; (g) customer's contractor generated waste; (h) automotive waste including, automobiles, large automobile parts (e.g., fenders or engines, lead-acid batteries and tires); (i) hazardous waste, biomedical waste, or radioactive waste; (j) dead animals; and (k) other material that is not landfill acceptable waste.

Final assessment resolution means the resolution described in section 19-66 hereof which shall confirm, modify, or repeal the initial assessment resolution and which shall be the final proceeding for the initial imposition of solid waste service assessments or household chemical waste service assessments.

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

Garbage means all putrescent waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food material.

Handicapped persons mean persons who are certified by a licensed physician to be physically unable to transport residential waste or program recyclables to the curbside and who

reside alone or reside only with persons likewise unable to transport residential waste or program recyclables to the curbside.

Hazardous waste means solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under F.S. ch. 497.

HOA means (a) a Florida corporation responsible for the operation of a community or a mobile home subdivision in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid, may become a lien on the parcel, or (b) a community development district created pursuant to Chapter 190, Florida Statutes.

Household chemical waste means and includes the following items used for residential purposes only: automotive antifreeze, solvents, batteries, oil, brake fluid and transmission fluid; spray paint, paint cans, paint thinners and wood preservatives; gardening pesticides, insect sprays or dust, weed killer, poison and insecticides; household cleaning supplies, drain cleaner, degreasers, oven cleaners, moth balls, spot removers and pool chemicals.

Household chemical waste assessment roll means the special assessment roll relating to a household chemical waste service assessment approved by a final assessment resolution pursuant to section 19-66 hereof or an annual assessment resolution pursuant to section 19-68 hereof.

Household chemical waste service cost means the amount necessary to fund the cost of (a) household chemical waste service, (b) customer service, (c) the cost of preparing the solid waste assessment roll, (d) amounts charged by the tax collector for collection of solid waste service assessments and (e) an amount equal the maximum discount allowed by law for early payment of the household chemical waste service assessment.

Household chemical waste service means drop-off service for household chemical waste.

Household chemical waste service assessment means a special assessment lawfully imposed by the county against assessable property to fund all or any portion of the cost of the provision of household chemical waste disposal services, facilities or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use or characteristics of the assessable property.

Household waste means garbage and/or rubbish.

Household waste/program recyclables bag means a tied or sealed container suitable for the disposal of either household waste or program recyclables, made of plastic not less than 1.5 mils thick with an opening at the top and a capacity not less than 30 nor more than 45 gallons.

Improved property means all property within the county on which a building or other improvement including, but not limited to, facilities providing retail electrical service to such property have been placed or constructed, which improvements result in such property generating solid waste or being capable of generating solid waste.

Initial assessment resolution means the resolution described in section 19-62 hereof which shall be the initial proceeding for the identification of the solid waste service cost and/or household chemical waste service cost for which an assessment is to be made and for the imposition of a solid waste service assessment and/or household chemical waste service assessment.

Junk means inoperative, dilapidated, dismantled or partially dismantled materials or parts thereof, including but not limited to, used or unserviceable automobile and machinery parts, scrap materials, scrap building materials, scrap contractors' equipment, pieces of metal, cloth, rubber, plastic, lumber, tools, implements, tanks, casks, cans, barrels, boxes, containers, drums, crockery, piping, bottles, glass, old iron, machinery, tires, rags, paper, cardboard, concrete rubble, concrete blocks, household appliances, other appliances not heretofore described, furniture, plumbing fixtures, and any other kind of scrap or waste material.

Kenansville drop-off facility means the solid waste disposal facility located at 1130 S. Canoe Creek Road, Kenansville, FL 34739.

Landfill acceptable waste means solid waste that may be disposed of lawfully in the solid waste disposal facility owned and operated by Omni Waste of Osceola County, LLC, or its successor, that is located approximately five miles south of Holopaw, under the agreement between the county and Omni Waste of Osceola County, LLC approved by the county on December 12, 2012 and applicable law. The term "landfill acceptable waste" does not include hazardous waste, biomedical waste or radioactive waste.

Litter means any garbage; rubbish; trash; refuse; can; bottle; box; container; paper; tobacco product; tire; appliance; mechanical equipment or part; building or construction material; tool; machinery; wood; motor vehicle or motor vehicle part; vessel; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facility; or substance in any form resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations.

Manufactured home means a mobile home fabricated on or after June 15, 1976, in an offsite manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Standard Act.

Mobile home means a structure transportable in one or more sections, which is (a) 8 body feet or more in width; (b) built on an integral chassis and designed to be used as a dwelling unit when connected to the required utilities; (c) and includes the plumbing, heating, air-conditioning, and electrical systems contained therein.

Mobile home park means a parcel of real property on which five or more mobile homes held in common ownership with the property are offered for rent to the public.

Non-collection notice means a written form, tag, or sticker that is used by the contractor to notify a curbside customer of the reason or reasons why the materials set-out by the curbside customer were not collected by the contractor.

Non-conforming material means any material that is set-out for collection in a recycling cart that is not a program recyclable.

Non-program recyclables means recyclable materials that are not program recyclables but are segregated from other materials in the waste stream.

Owner means the person reflected as the owner of assessable property on the tax roll.

Person means any individual, partnership, firm, organization, corporation, association, trust, agency, governmental entity, or other legally recognized entity, however organized.

Private residential community means and includes private streets and roads within a private homeowners, condominium or residential community or that serve residential property which are not owned or controlled by a governmental entity.

Program recyclables means the recyclable materials designated by the county from time to time to be segregated from other materials in the waste stream.

Property appraiser means the Osceola County Property Appraiser.

Public property means lands and improvements owned by the federal government, the state, the county or municipalities lying within the county, and includes buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and other similar property.

Quadruplex means a building containing four dwelling units.

Recyclable material means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.

Recycling cart means a cart provided to a customer pursuant to the current agreement with the county for collection of residential solid waste pursuant to the terms of article III of this chapter for the collection of program recyclables.

Residential property means improved property on which a residential service unit is located.

Residential service unit means either a single-family residence, a mobile home, manufactured home, or a dwelling unit in a duplex, triplex, quadruplex or townhome that is located within the curbside collection area or drop-off service area that is not an excluded dwelling unit.

Residential waste means household waste, yard waste, bulky waste and white goods.

Roll-off container means an open top container made of non-absorbent water-resistant material characterized by a rectangular footprint, that is used to store not less than ten cubic yards

and not more than 40 cubic yards of solid waste, which utilizes wheels to facilitate rolling the container into place. The container is designed to be transported by special roll-off trucks.

Rubbish means all refuse, accumulation of paper, excelsior, rags, wooden or paper boxes and containers, sweep-ups and all other accumulations of a nature other than garbage, which are usual to housekeeping; also, any bottles, cans or other containers not containing garbage.

Scheduled collection day means a calendar day on which the contractor is scheduled to provide curbside collection service.

Set-out means the preparation and placement of residential waste or program recyclables for collection.

Side door means a location at the side or rear of a dwelling unit not further than one hundred feet from the curb or road frontage. If an appropriate location cannot be agreed upon, the contract administrator shall designate the location for pick-up.

Side door collection service means collection service for waste carts and recycling carts from the side door.

Side door surcharge means the fee for providing side door collection service to a residential service unit.

Single-family residence means a building that contains a single dwelling unit.

Sludge means a solid waste pollution control residual which is generated by any industrial or domestic wastewater treatment plant, water supply treatment plant, air pollution control facility, septic tank, grease trap, portable toilet or related operation, or any other such waste having similar characteristics. Sludge may be a solid, liquid, or semisolid waste but does not include the treated effluent from a wastewater treatment plant.

Small Dumpster means a portable non-absorbent water-resistant container equipped with a water-resistant lid or cover that is used to store not more than two cubic yards of solid waste and is designed to be emptied by mechanical means that is approved for use by the contract administrator pursuant to section 19-23(a).

Solid waste means sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. The term "solid waste" does not include: program recyclables; nuclear source or byproduct materials regulated under F.S. ch. 404, or under the Federal Atomic Energy Act of 1954 as amended; suspended or dissolved materials in domestic sewage effluent or irrigation return flows, or other regulated point source discharges; regulated air emissions; and fluids or wastes associated with natural gas or crude oil exploration or production.

Solid waste assessment roll means the special assessment roll relating to a solid waste service assessment approved by a final assessment resolution pursuant to section 19-66 hereof or an annual assessment resolution pursuant to section 19-68 hereof.

Solid waste service means curbside collection service or drop-off service.

Solid waste service assessment means a special assessment lawfully imposed by the county against assessable property to fund all or any portion of the cost of the provision of (1) solid waste collection and disposal services, facilities, or programs, and/or (2) household chemical waste service, facilities or programs, providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the assessable property.

Solid waste service cost means the amount necessary to fund the cost of (a) either (1) curbside collection service or (2) drop-off service, (b) the cost to administer and monitor the provisions of an agreement with the county for collection service pursuant to the terms of article III of this chapter, (c) customer service, (d) the cost of preparing the solid waste assessment roll, (e) amounts charged by the tax collector for collection of solid waste service assessments and (f) an amount equal the maximum discount allowed by law for early payment of the solid waste service assessment.

Special master means a person appointed pursuant to section 7-9 of this code.

Special service area means the Buenaventura Lakes special service area and any other area designated for service with a dumpster or compactor pursuant to section 19-44 hereof.

Standard Dumpster means a portable non-absorbent water-resistant container equipped with a water-resistant lid or cover that is used to store not less than two and not more than ten cubic yards of solid waste and is designed to be emptied by mechanical means that is approved for use by the contract administrator.

Tax collector means the Osceola County Tax Collector.

Tax parcel means a parcel of property to which the property appraiser has assigned a distinct ad valorem property tax identification number.

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

Townhome means building that contains single- or multi-level dwelling units attached to one or more similar dwelling units by shared walls and abutting a public or private road, deemed to be a single-family residence under the county's land development code. For purposes of this definition, a driving lane located within a parking lot does not constitute a private road.

Triplex means a building that contains three dwelling units.

Uniform assessment collection act means F.S. §§ 197.3632 and 197.3635, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Waste can means any commonly available metal or heavy-duty plastic receptacle that has an enclosed bottom and sides, a tight-fitting lid or top, handles on the sides, and a capacity not greater than 45 gallons.

Waste cart means a cart provided to a customer pursuant to the current agreement with the county for collection of residential waste pursuant to the terms of article III of this chapter for the collection of household waste or other material that is not exempt waste.

White goods mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances that were previously used at the dwelling unit from which they are collected.

Yard waste means vegetative matter resulting from landscaping maintenance at the dwelling unit from which it is collected.

Yard waste container means a tied or sealed container suitable for the disposal of yard waste, made of paper or plastic with an opening at the top and a capacity not greater than 45 gallons.

Sec. 19-2. – Purpose and intent.

The purpose and intent of this chapter is to prohibit the discarding, abandoning, or accumulating of garbage, junk, rubbish, sludge, solid waste or other abandoned property within the unincorporated areas of the county except at duly authorized and maintained disposal sites, and to provide appropriate disposal for household chemical waste within the county.

Sec. 19-3. – Transportation of solid waste.

No vehicle shall be driven, moved, stopped or parked on any highway, road, street, alley or thoroughfare, including any portion of the right-of-way thereof, unless the vehicle is so constructed or loaded as to prevent any of its load from dropping, shifting, leaking, blowing or otherwise escaping therefrom, except that sand may be dropped only for the purpose of securing traction, or water or other substance may be sprinkled on a roadway in cleaning or maintaining the roadway.

- (a) It is the duty of every vehicle owner, lessee and driver, severally, or any vehicle hauling, upon any public road or highway, dirt, sand, limerock, gravel, silica, or other similar material which could fall or blow from such vehicle, to prevent such materials from falling, blowing, or in any way escaping from such vehicle. Covering and securing the lid with a close-fitting tarpaulin or other appropriate cover is required.
- (b) Any owner, lessee or driver of any motor vehicle or boat from which any materials or objects have fallen, blown, leaked, shifted or otherwise escaped shall immediately cause the materials or objects to be cleaned up and shall pay any costs therefor.

Sec. 19-4. – Curbside customer responsibilities.

- (a) It shall be unlawful for any curbside customer to dispose of residential waste and program recyclables by any means or method other than through a collection service agreement

entered into pursuant to article III hereof; however, this article shall not preclude any curbside customer from occasionally transporting only residential waste and program recyclables generated on their own property to an appropriate disposal or recycling site.

- (b) Curbside customers shall receive curbside collection service for household waste, yard waste, bulky waste and program recyclables once each week. White goods shall be collected within three days after a request for pickup has been made to the contractor.
- (c) Side door collection service will be provided to handicapped persons applying to the contract administrator. Side door collection service shall also be provided to any curbside customer that is not a handicapped person upon request to the contractor and payment of the side door surcharge established by the county.
- (d) Curbside customers shall only set-out household waste, bulky waste, yard waste, white goods and program recyclables that were generated in the dwelling unit or on the property of any residential service unit.
- (e) If a curbside customer has received a waste cart and recycling cart, household waste set-out by the curbside customer shall be placed only in the waste cart and program recyclables set-out by the curbside customer shall be placed only in the recycling cart.
- (f) Curbside customers may receive supplemental collection service for household waste and program recyclables not more than twice during each fiscal year without additional charge. Each such supplemental collection will be limited to household waste/program recyclables bags with an aggregate capacity not greater than 150 gallons set-out at curbside and will be provided on the next scheduled collection day following the curbside customer's request. Household waste/program recyclables bags cannot weigh more than 50 pounds. Household waste and program recyclables shall not be commingled in a single household waste/program recyclables bag. Curbside customers may receive additional supplemental curbside collection service upon payment of fees approved by the county.
- (g) Waste carts and recycling carts shall be set-out no earlier than 6:00 p.m. on the day preceding the scheduled collection day and must be set-out by 6:00 a.m. on scheduled collection days to ensure collection. Waste carts and recycling carts shall be removed from the roadside within twelve hours of collection.
- (h) Curbside customers located within a special service area receiving collection service with a dumpster or compactor shall place household waste in the dumpster or compactor.
- (i) Curbside customers may set-out yard waste such as twigs, small branches, grass clippings and leaves, which shall be contained in waste cans or yard waste containers. Each waste can or yard waste container shall not exceed 50 pounds or the rated weight of the container, whichever is less. Individual yard waste items shall not exceed four feet in length, six inches in diameter or 50 pounds in weight. Curbside customers may set-out the yard waste generated by landscape services or lawn or yard maintenance services on the customer's property while such person was working for the curbside customer if the yard waste meets the requirements of this paragraph; provided however, that a curbside customer shall not set-out such materials if they were generated on any other property, even if the other

property is owned by the curbside customer. The contractor is not required to collect more than 10 waste cans, yard waste bags or individual yard waste items on any given yard waste collection day.

- (j) Curbside customers may set-out white goods and not more than three cubic yards of bulky waste at the curbside. White goods and bulky waste may be set-out as individual items. Curbside customers are responsible for scheduling the collection of white goods with the contractor.
- (k) Curbside customers shall not mix or co-mingle household waste with bulky waste or yard waste. Household waste, bulky waste and yard waste shall each be set-out separately for collection.
- (l) C&D generated by residential renovations shall not be set-out at curbside. Curbside customers shall contract with a commercial franchise holder for a C&D bag or dumpster and shall place the C&D in the C&D bag or dumpster; provided however, that (1) small quantities of C&D that will fit in a waste cart and not interfere with normal collection service may be set-out in the waste cart, and (2) curbside customers may transport C&D generated on their own property to a permitted disposal facility at their own expense.
- (m) Spillage not resulting from a missed pick-up, improper handling by the contractor's personnel or other fault of the contractor shall be cleaned up by the curbside customer.
- (n) Curbside customers shall not permit the accumulation of solid waste on their property or on the right-of-way adjacent to their property.
- (o) Any container used for the collection or storage of residential waste failing to meet the requirements of this chapter shall be clearly marked or identified by an agent of the contractor, which marking or identification shall legibly specify in what manner the container fails to meet the requirements of this chapter. Any container so tagged must be removed from service and, upon failure of the party furnishing such container to remove same from service after such container has been so marked or identified twice (two (2) separate collection days), the contractor shall have the right to remove same from service and destroy the offending container.
- (p) Curbside customers may transport household chemical waste, computers, monitors, televisions with tubes or flat screens, cell phones, VCRs, detectors (i.e. smoke, carbon monoxide, radon) to the Bass Road Landfill (750 S. Bass Road, Kissimmee, Florida) or the St. Cloud Transfer Station (2701 Peghorn Way, St. Cloud, Florida) for disposal.
 - (1) Household chemical waste must be in five-gallon containers or smaller – 55-gallon drums will not be accepted.
 - (2) If possible, materials should be delivered in original containers with labels intact.
 - (3) Materials should be identified and labeled. If uncertain, materials should be labeled as "unknown".

- (4) If containers are leaking, they should be packed into a larger container and an absorbent material (for example, cat litter) shall be used to contain the leak.
- (5) During transport, materials should be placed in the trunk, truck bed, or otherwise away from the driver and passengers.

Sec. 19-5. – Drop-off customer responsibilities.

- (a) Drop-off customers may deliver residential waste, C&D, passenger car tires and program recyclables to the Kenansville drop-off facility, but must comply with the requirements of this section.
- (b) Customers must check in with facility attendant and verbally indicate materials types in order to be directed to the appropriate disposal area.
- (c) Drop-off customers will be required to unload their own materials. County employees cannot assist in the unloading of the materials and cannot accept gratuities.
- (d) Only the vehicle unloading waste will be allowed in the unloading area.
- (e) Activity at the Kenansville drop-off facility will be suspended if adverse weather conditions arise.
- (f) Waste generated by commercial property will not be accepted at the Kenansville drop-off facility.
- (g) Drop-off customers may transport household chemical waste, computers, monitors, televisions with tubes or flat screens, cell phones, VCRs, detectors (i.e. smoke, carbon monoxide, radon) to the Bass Road Landfill (750 S. Bass Road, Kissimmee, Florida), the St. Cloud Transfer Station (2701 Peghorn Way, St. Cloud, Florida) or the Kenansville drop-off facility for disposal.
 - (1) Household chemical waste must be in five-gallon containers or smaller – 55-gallon drums will not be accepted.
 - (2) If possible, materials should be delivered in original containers with labels intact.
 - (3) Materials should be identified and labeled. If uncertain, materials should be labeled as "unknown".
 - (4) If containers are leaking, they should be packed into a larger container and an absorbent material (for example, cat litter) shall be used to contain the leak.
 - (5) During transport, materials should be placed in the trunk, truck bed, or otherwise away from the driver and passengers.

- (h) Individuals may be banned from the Kenansville drop-off facility for persistent failure to comply with the requirements of this section or abusive behavior toward the facility attendant or other drop-off customers.

Sec. 19-6. – Customer responsibilities – commercial property.

- (a) Unless otherwise approved by the county, all commercial property shall use dumpsters or compactors. The owners or occupants of commercial property shall contract with a commercial franchise holder for the removal of commercial solid waste and recyclable material, unless such commercial solid waste and recyclable material is transported by the owner or occupant to a permitted disposal facility utilizing the owner's or occupant's own vehicle, equipment and employees.
- (b) All commercial establishments shall store their litter in a controlled manner so as to eliminate debris and litter in and about their establishments.
- (c) The number and size of containers necessary for each commercial establishment shall be as required to control all waste generated on the premises. Spillage and overflow around containers shall immediately be cleaned up.
- (d) All loading and unloading areas of commercial and industrial establishments shall be provided with solid waste receptacles by the owners or operators of the establishment.
- (e) It shall be the duty of the owner or operator of any establishment open to the public to provide receptacles adequate to contain solid waste generated from such establishment.
- (f) It shall be the duty of any person owning or operating any place, public or private, where solid waste is accumulated or generated, to provide adequate and suitable litter receptacles and containers capable of holding the solid waste and at all times to keep such solid waste contained in such receptacles and/or containers until proper final disposal is accomplished.
- (g) All construction and demolition contractors, owners or agents shall provide on-site control measures, including interim storage containers, for the storage and control of solid waste. All C&D shall be removed within thirty days after the completion of construction or demolition.
- (h) Notwithstanding the provisions of this section, the accumulation of solid waste may occur within the confines of establishments which are legally licensed and zoned for the operation of such types of business and which fully comply with all federal, state and local laws and regulations pertaining to operation of such business.
- (i) Garbage placed in dumpsters or compactors shall be enclosed in waterproof bags which are safely and securely closed. Garbage may be stored or collected in a special vermin proof room or closed food-waste refrigerator, provided such room or refrigerator has been approved by the county health officer.

- (j) Spillage not resulting from a missed pick-up, improper handling or other fault of the commercial franchise holder shall be promptly cleaned up by the owner or occupant of commercial property.

Sec. 19-7. – Construction and demolition debris.

- (a) Except for small quantities of C&D placed in a waste cart, as permitted by section 19-4, curbside customers shall contract with a commercial franchise holder for the removal of C&D, unless such C&D is transported by the curbside customer to a permitted disposal facility utilizing the customer's own vehicle.
- (b) Except for C&D delivered to the Kenansville drop-off facility as permitted by section 19-5(l) hereof, drop-off customers shall contract with a commercial franchise holder for the removal of C&D, unless such C&D is transported by the drop-off customer to a permitted disposal facility utilizing the customer's own vehicle.
- (c) The owners of commercial property shall contract with a commercial franchise holder for the removal of C&D, unless such C&D is transported by the owner to a permitted disposal facility utilizing the owner's own vehicle, equipment and employees.
- (d) Developers and builders shall contract with a commercial franchise holder for the removal of C&D, unless such C&D is transported by the developer or builder to a permitted disposal facility utilizing their own vehicle, equipment and employees.

Sec. 19-8. – Disaster debris.

- (a) *Intent and Purpose.* In the event of a disaster, the primary mission of the county will be to protect lives and property, restore governmental services and clear public streets. However, depending on the magnitude of and/or type of the disaster, there may be, under certain limited circumstances, a need for the county to provide resources to private residential communities. The intent and purpose of this section is to establish a process by which the county may evaluate and, if necessary, remove disaster debris from private residential communities in the event of an immediate threat to life, public health and safety after a significant disaster. While the county recognizes that, as a general proposition, the removal of disaster debris from private residential communities is the responsibility of the private community, there are occasions when, because of the magnitude of the disaster and the threat posed to life, health, and safety, there may be a compelling need to remove disaster debris from private residential communities as described in this section.
- (b) *Private Residential communities.* Subsequent to a disaster and the declaration of a state of emergency by the county, the county may remove disaster debris from private residential communities when such disaster debris is determined to pose a significant and immediate threat to the health, safety and welfare of the community. The board shall determine whether there is an immediate and significant threat to the public health, safety, and welfare sufficient to warrant removal of disaster debris on private streets in private residential communities in accordance with the following standards:

- (1) Rescue vehicles will be significantly hindered from rendering emergency services to residential property should the disaster debris be allowed to remain in place absent county removal.
- (2) The type of disaster debris is such that it will cause disease, illness, or sickness which could injure or adversely affect the health, safety, or general welfare of those residing in the area if it is allowed to remain.
- (3) The clearing is necessary to effectuate orderly and expeditious restoration of county-wide utility services including, but not limited to, power, water, sewer and telecommunications.
- (4) The disaster debris removal is necessary to eliminate immediate threat or significant damage to improved public property.
- (5) The disaster debris prevents solid waste collection thereby creating a public health hazard.
- (6) The disaster debris contains contaminants which have a reasonable likelihood of leeching into the soil and/or aquifer or other water bodies of the county.
- (7) The disaster debris presents a reasonable danger of being transported by wind and/or water into the surrounding areas of the county and thereby increasing the cost of recovery and removal.
- (8) The presence of disaster debris significantly, adversely impacts the county's recovery efforts.
- (9) The disaster debris significantly interferes with drainage or water runoff, so as to be a significant hazard in the event of significant rainfall and removal of the disaster debris is required to eliminate immediate threats of significant damage to improved public and private property.
- (10) The sheer volume of disaster debris is such that it is impractical and unreasonable to remove in an orderly and efficient manner absent action by the county.
- (11) The type, extent and nature of the disaster debris is such that it would cause much greater damage if the disaster debris was not timely removed.
- (12) The clearing of the disaster debris is necessary to ensure the economic recovery of the affected community to the benefit of the community-at-large.

(c) *Indemnification and hold harmless.* Prior to removal of disaster debris by the County from private residential communities and other private property in accordance with this section, the property owner, community associations, homeowner or condominium association and/or governance boards shall indemnify and hold harmless, to the maximum extent permitted by

law, the federal, state and local government and all employees, officers and agents of the federal, state and local government connected with the rendering of such service.

(d) *Commercial and other areas.* Commercial or other specific areas may be cleared, if in the opinion of the board of county commissioners, the clearance will aid the county's recovery operations or aid the health, safety, or welfare of the residents of the county and in the public interest. The indemnification and hold harmless provisions set forth in the foregoing subsection (c) will also be applicable with respect to the property owners or associations for such commercial and other areas.

(e) *County Property.* An immediate threat of significant damage to county property or facilities shall be deemed to exist if the cost to remove disaster debris from private property adjacent to county property or facilities is less than the cost of potential damage to the county property or facilities, thereby being a cost-effective removal. In such circumstances, the county shall remove the disaster debris from such private property adjacent to county property or facilities.

(f) *Emergency roadway clearance.* Nothing in this section shall preclude a first response by the county to clear and push disaster debris from all roadways, both public and private, as necessary for the movement of emergency vehicles, including police, fire and ambulance and other emergency responders, within a reasonable time after a disaster declaration.

(g) *Private property.* Except as authorized in the foregoing subsection (e), nothing shall require the county to remove disaster debris from private property and from areas within private residential communities other than from the private streets and roadways necessary for access to the egress from the residence and communities, except where the severity of the situation is of such magnitude or the disaster debris is so widespread that it is determined by the board to be a significant immediate threat to the health, safety and welfare of the county and in the overriding public interest of the county to remove disaster debris from such other areas.

(h) *Gated communities.* In the event of a hurricane warning, private residential communities must provide reasonable access for emergency vehicles and any disaster debris removal vehicles and personnel. If the gates are unable to be opened for the emergency access, then the entrance gates are required to be secured in the open position to allow for access during the emergency event. This provision in no way obligates the county to remove any disaster debris.

Sec. 19-9. – Administrative fines.

The County shall have the right to assess administrative fines for violations of this chapter, as set forth in the following table.

	Failure or Action	Administrative Fine	Relevant Section
(a)	Collecting, removing or transporting any commercial solid waste within the county without a commercial franchise	First violation: \$1,000 Subsequent violations: \$5,000 per day More than one such offense may also result in a denial of an application for a commercial franchise	Section 19-21, subsection (a)
(b)	Failure to timely provide quarterly reports	First violation: \$100 Second violation: \$250 Third violation: \$500 The administrative fine for each additional violation will be increased by \$500 per violation up to \$5,000 per violation	Section 19-23, subsection (f) and subsection (m) clause (1)
(c)	Failure to timely provide annual audit report	\$500, an additional \$100/month will be added for each month the audit report is delayed	Section 19-23, subsection (m) clause (2)
(d)	Failure to remove commercial containers within 72 hours of notification that there is a violation of this article	\$250 per container, and additional \$10 per calendar day per container or each day the container remains in place after the initial 72 hours	Section 19-21, subsection (a) clause (6)
(e)	Failure to request extension or renewal of a commercial franchise six months prior to its expiration date	\$500 per occurrence	Section 19-22, subsection (a) clause (3)
(f)	Failure to meet curbside customer requirements	\$25 per occurrence	Section 19-4

	Failure or Action	Administrative Fine	Relevant Section
(g)	Failure to meet drop-off customer requirements	\$25 per occurrence	Section 19-5
(h)	Failure to meet customer responsibilities for commercial property owners	\$100 per occurrence	Section 19-6
(i)	Failure to contract with commercial franchise hauler for removal of C&D when required	\$250 per dumpster, roll-off or C&D bag per day	Section 19-7

Administrative fines in the foregoing table are approved by a vote of a majority plus one of the board in compliance with F.S. § 162.09(2)(d) and supersede the maximum rates set forth elsewhere in this code.

Sec. 19-10. – Enforcement of violations.

- (a) Persons assigned by the county's solid waste director to enforce this chapter are hereby designated as code enforcement officers, as defined in section 7-23(c) of this code, and shall be authorized to investigate violations of this chapter and issue citations pursuant to sections 7-24 of this code.
- (b) The code enforcement board and special master shall have jurisdiction to hear and decide violations of this chapter. Any person who is found to violate any of these provisions shall be punished as provided in chapter 7, article I, of this code. Notwithstanding the foregoing:
 - (1) All references to maximum fines shall be conformed to the amounts set forth in section 19-9 hereof.
 - (2) In determining the amount of any judgment to be imposed and recorded pursuant to said section 7-25, the code enforcement board and special master shall consider the following factors: the gravity of the violation, actions taken by the violator to correct the violation, and previous violations committed by the violator.

The jurisdiction of the code enforcement board and special master shall not be exclusive. Any alleged violation of any of the provisions of this chapter may be pursued by appropriate remedy, whether by injunctive, declaratory or other civil sanction, at the option of the county.

- (c) Any person who has committed an act in violation of this chapter will receive a citation from the department by a code enforcement officer. A citation issued by a code enforcement officer under the provisions of this chapter shall list the procedure for the violator to follow in order to pay the administrative fine or contest the citation.

- (d) If a person does not contest the citation and pays the citation within ten (10) days of issuance, that person shall be entitled to a reduction of ten percent (10%) of the administrative fine for each violation charged.
- (e) For purposes of this chapter, the special master shall have the power to:
 - (1) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by a sheriff or other authorized persons consistent with Rule 1.410(d), Florida Rules of Civil Procedure upon request by the special master.
 - (2) Subpoena records and other documentary materials.
 - (3) Take testimony under oath.
 - (4) Issue orders having the full force and effect of law to command whatever steps are necessary to bring a violation into compliance.
- (f) Any aggrieved party may appeal an order of the special master, including the county, to the circuit court of the Ninth Judicial Circuit Court in and for Osceola County. Such appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. Any appeal filed pursuant to this chapter shall be considered timely if it was filed within thirty (30) days of the execution of the order to be appealed.

Secs. 19-11-19-20. – Reserved.

ARTICLE II. – COMMERCIAL FRANCHISES

Sec. 19-21. – Nonexclusive commercial franchise required.

- (a) *General.*
 - (1) No person shall collect, remove, or transport any commercial solid waste over the county road system, as defined by law, unless the county has granted the person a nonexclusive commercial franchise or the person qualifies for an exemption pursuant to the following subsection (b).
 - (2) The county will only grant a commercial franchise to those persons who the county determines satisfy all the conditions, standards, qualifications, and other requirements stated in this article II.
 - (3) The initial term of each commercial franchise shall be five calendar years. At its sole discretion, the board may grant five additional one-year extension terms.
 - (4) A commercial franchise holder shall not assign, transfer or convey its commercial franchise to any party without approval from the board.

- (5) A commercial franchise granted pursuant to this article II shall be a privilege subject to suspension or revocation and not a property right of the commercial franchise holder.
 - (6) The county may suspend or revoke any commercial franchise granted pursuant to this section in accordance with section 19-24 hereof, or it may change or limit the rights granted, or it may otherwise modify a previously granted commercial franchise whenever the county determines that any such action is appropriate and necessary for the protection of the public health, safety and welfare. The county's suspension or revocation of a commercial franchise shall not be the taking of a property right, an impairment of a commercial franchise holder's contract to collect, remove or transport commercial solid waste, or an infringement on any other right of a commercial franchise holder. In such event, the commercial franchise holder shall remove all dumpsters, compactors and roll-off containers owned or used by the commercial franchise holder to collect commercial solid waste from the property of its customers.
 - (7) Persons applying to obtain or to extend a commercial franchise shall pay the applicable application fee stated in section 19-22(c)(5) hereof.
- (b) *Exemption from commercial franchise requirement.* The commercial franchise requirements stated in this article II shall not apply to the following:
- (1) City of Kissimmee, operating within its corporate limits;
 - (2) City of St. Cloud, operating within its corporate limits;
 - (3) persons contracting with the Celebration Community Development District and operating within its boundaries;
 - (4) persons contracting with the Enterprise Community Development District and operating within its boundaries;
 - (5) persons collecting and transporting the commercial solid waste or recyclable material generated by their own activities on their own commercial property;
 - (6) persons collecting and transporting exempt waste;
 - (7) persons that provide landscaping or lawn maintenance services when that person is collecting and transporting horticultural trash from their own job site;
 - (8) a developer or builder when collecting and transporting C&D from their own job site utilizing their own equipment and employees; or
 - (9) an owner of commercial property when collecting and transporting commercial solid waste or recyclable material generated by the occupants of the owner's commercial property while the occupants were on such property.

Sec. 19-22. – Applications.

(a) *Commercial franchise applications; application fees.*

- (1) A person seeking an initial grant, an extension, or a modification of a commercial franchise shall submit a completed application form, together with the applicable application fee and all required supporting documents, to the department. The department shall prepare standard application forms that are consistent with the requirements of this article II and make the forms readily available for distribution to interested persons. Any person that has been operating without a commercial franchise in violation of this article must submit a sworn affidavit stating the gross revenue generated during the period it has operated without a commercial franchise to the date of its franchise application and remit an amount equal to the franchise consideration that would have been payable pursuant to section 19-23(m) hereof during such period with its application.
- (2) At a minimum, each initial commercial franchise application form shall require the applicant to provide full and complete information regarding the following matters:
 - a. The identity of the applicant, including the identity of the applicant's principals, partners, and management. Any applicant that is an individual must be at least eighteen years old. Any applicant that is a partnership, corporation, or other business entity must be authorized to do business within the State of Florida and must be in good standing with the Florida Department of State, Division of Corporations.
 - b. The experience and qualifications of the applicant and of the applicant's personnel with regard to the collection of commercial solid waste.
 - c. The applicant's involvement in any litigation, criminal proceedings, or agency enforcement cases as a subject or as a party to such cases or proceedings. Each applicant shall identify and provide relevant information concerning all of the following cases in which the applicant was involved:
 - (i) All criminal cases involving a felony conviction or a plea of nolo contendere to a felony charge;
 - (ii) All pending and threatened criminal cases involving a felony charge;
 - (iii) All cases within the past ten years that resulted in a conviction or adjudication, and all pending cases based on a violation of a local, state, or federal environmental law;
 - (iv) All cases within the past five years and all pending cases, based on a violation of a local government ordinance or any contract including, but not limited, to a franchise agreement concerning the collection of commercial solid waste; and

- (v) All cases in which the applicant paid an administrative fine, civil penalty, or liquidated damages in an amount equal to or greater than five thousand dollars (\$5,000.00) as a result of the applicant's failure to comply with an ordinance or a contract (including, but not limited, to a franchise agreement) concerning the collection of commercial solid waste.

The applicant also shall provide the information requested in section 19-22(c)(2)a. and section 19-22(c)(2)b. hereof and this section 19-22(c)(2)c. for each of the applicant's principals, partners, and officers.

- d. The applicant shall provide a list that identifies the frequency of commercial collection service provided to its customers, the identification number, size, capacity, and type of each dumpster, compactor and roll-off container that the applicant will use to collect commercial solid waste.
- e. An acknowledgement and consent that the county shall have the right to inspect the applicant's vehicles, containers, compactors, and other equipment at any time.
- f. The applicant's ability to provide insurance and proof of financial responsibility. Each applicant shall furnish proof of comprehensive general liability insurance in amounts the board shall determine necessary and may revise from time to time as it deems necessary to protect the county's interests, provided that at no time shall such insurance coverage be less than two million dollars (\$2,000,000.00) combined single limit for bodily injury and property damage liability per occurrence. As a condition to the grant or the extension of a commercial franchise, the applicant shall provide the county current, original certificates of insurance satisfactory to the county to evidence such coverage. Additionally, each applicant shall either provide the county current original certificates of insurance satisfactory to the county that evidence the applicant has workers compensation insurance on all its employees, agents and subcontractors in amounts required by Florida Statutes, or it shall provide the county copies of the state waiver of coverage requirements.
- g. The applicant's ability to provide satisfactory commercial collection service to the public. Each applicant shall provide evidence that it has obtained all permits and licenses required by law or ordinance to provide commercial collection service.
- h. A sworn affidavit to the county confirming that:
 - (i) There are no unsatisfied judgments pending against the applicant;
 - (ii) There are no liens of record filed by the Internal Revenue Service or the State of Florida against the applicant; and

- (iii) During the commercial franchise term, the applicant will comply with all of the requirements in this chapter and with all other applicable laws.
 - i. The applicant's indemnification of the county from and against any loss which may result from the applicant, its employees, subcontractors, and agents, failure to perform in compliance with the terms of the commercial franchise and this chapter.
- (3) If a commercial franchise holder has complied with all requirements of this chapter, then it may seek an extension of its commercial franchise by completing and delivering an application for a one-year extension term (up to a maximum of five extension terms) with the department and paying the applicable extension application fee stated in the following section 19-22(c)(5) hereof. Each extension application shall be filed not later than six months prior to expiration of the current term. Among other matters, the extension application form shall require the commercial franchise holder to update all information stated in its initial application form, furnish updated insurance certificates that evidence all required insurance coverage remains in force and effect, and shall include a sworn affidavit form by which the commercial franchise holder shall affirm its past and continued compliance with the requirements of this chapter. If a commercial franchise holder who intends to continue providing commercial collection service fails to file an extension application on or before one hundred eighty days prior to the date its commercial franchise expires, then, in addition to the extension application fee stated in section 19-22(c)(5) hereof, the commercial franchise holder shall also pay a late fee equal to ten percent of the extension application fee. The commercial franchise holder shall bear the risk that the commercial franchise may not be extended on or before its expiration. If a commercial franchise expires before it can be extended, the commercial franchise holder shall not provide commercial collection service until a new franchise is issued. The department shall review an extension application in the manner described in section 19-22(d) hereof.
- (4) If during the term of a commercial franchise circumstances require the commercial franchise holder to seek a modification or amendment of its commercial franchise, then the commercial franchise holder must apply to the department requesting a modification to the franchise. The department shall review a commercial franchise modification application in the manner described in section 19-22(d) hereof.
- (5) The initial commercial franchise application fee is \$750.00 and the initial commercial franchise modification application fee is \$250.00. The board may hereafter from time to time by a duly adopted resolution revise the initial application fee amounts and any subsequently established application fee amounts.

(d) *Application submittal; department review and recommendation.*

- (1) Upon receipt of an application and applicable fee, the department shall review the application and all supporting documents to determine whether the application satisfies the following criteria:
 - a. The application meets all requirements stated in this section 19-22;
 - b. The application is consistent with the county's solid waste management program; and
 - c. The issuance of a commercial franchise to the applicant is consistent with public health, safety, and welfare.
- (2) If the department determines that an application satisfies all the criteria stated in section 19-22(d)(1) hereof, then the department shall recommend that the board approve the application. The department may include within its recommendation any specific conditions to the commercial franchise it reasonably determines appropriate to ensure continued compliance with the criteria stated in section 19-22(d)(1) hereof. Prior to delivering any application approval recommendation to the board that will include conditions on the commercial franchise, the department shall deliver written notice to the applicant via certified U.S. mail, return receipt requested, stating the proposed conditions.
- (3) If the department determines that an application fails to satisfy one or more of the criteria stated in section 19-22(d)(1) hereof, then the department shall deliver written notice to the applicant by certified mail, return receipt requested, stating the specific reasons for its determination. Within sixty days after receipt of the notice, the applicant may amend its application to address the matters stated in the notice and resubmit the amended application to the department for further consideration. No additional application fees will be assessed if the applicant timely resubmits an amended application. Any new, amended or supplemented application submitted more than sixty days after receipt of the department's notice must be accompanied by an application fee in the amount provided in section 19-22(c)(5) hereof.
- (e) *Board action.* Upon receipt of the department's recommendation pursuant to section 19-22(d) hereof, the board shall determine whether to grant the applicant a commercial franchise without conditions, grant the applicant a commercial franchise with conditions, or deny the application based upon its determination whether the application satisfies the criteria stated in section 19-22(d)(1) hereof.

Sec. 19-23. – Commercial franchise holder performance requirements.

- (a) *Collection of commercial solid waste.* Each commercial franchise granted pursuant to this article shall be nonexclusive and shall grant the commercial franchise holder the privilege, subject to the terms of this article, of collecting commercial solid waste and recyclable material within unincorporated Osceola County utilizing dumpsters, compactors or roll-off containers and transporting commercial solid waste over, across or upon the various streets,

roads, highways, rights-of-way and transportation facilities comprising the county road system. Notwithstanding the foregoing, small dumpsters may only be used to serve mobile home parks and small-volume commercial property with approval of the contract administrator for each specific use.

- (b) *Collection of residential waste and program recyclables.* A commercial franchise holder that is also the contractor under a collection service agreement entered into pursuant to article III of this chapter may provide collection service for residential waste and program recyclables to curbside customers using waste carts and recycling carts more than the number of times per week required by the collection service agreement upon compliance with the following conditions:
- (1) The additional service shall be provided under the commercial franchise and pursuant to a written agreement between the commercial franchise holder and the curbside customer or an HOA.
 - (2) The additional service shall be provided by the commercial franchise holder in compliance with all service standards set forth in the collection service agreement
 - (3) Fees payable by the curbside customer or HOA shall be negotiated between the commercial franchise holder and the curbside customer or HOA, but shall not exceed the maximum fees permitted by the collection service agreement for comparable supplemental service. For example, if the collection service agreement establishes a maximum fee of \$10.00 per cubic yard (for this purpose, rounded to 200 gallons), the maximum fee for additional collection service shall be \$4.80 per pick-up per cart (96 gallons ÷ 200 gallons x \$10.00). Amounts collected shall constitute "gross revenue" for purposes of section 19-23(m) hereof.
 - (4) Fees shall be payable to and collected by the commercial franchise holder.

The services to curbside customers authorized under this subsection (b) are in addition to and shall not be deemed to replace the supplemental services expressly required or permitted by the collection service agreement.

- (c) *Collection standards.* A commercial franchise holder shall maintain all necessary permits and licenses in full force and effect at all times while providing commercial collection service within the county. The commercial franchise holder shall comply with all applicable laws in the performance of its commercial collection service including, but not limited, to all county ordinances.
- (d) *Local dedicated telephone requirement.* Each commercial franchise holder shall have at least one toll-free telephone number dedicated for receiving calls originating within the county. The telephone number shall be listed in at least one of the telephone directories in circulation within the county. Each commercial franchise holder shall have a competent representative available to answer the telephone, respond to inquiries, and receive complaints between 8:00 a.m. and 5:00 p.m. every day, except Saturday, Sunday, and county designated legal holidays. The commercial franchise holder shall notify the department and each one of the commercial franchise holder's customers in writing at least

seven days before the commercial franchise holder changes its business address or telephone number.

(e) *Vehicle requirements.*

- (1) Vehicles used by a commercial franchise holder for the collection and transportation of commercial solid waste shall comply with the following requirements in addition to any other requirements imposed by any other agency:
 - a. Truck bodies (i.e., the cargo area used to store and transport commercial solid waste) shall be constructed of metal, and all of the joints and seams shall be welded and watertight, to prevent liquids from leaking out of the trucks.
 - b. Trucks shall be equipped with nets, tarps, or other devices capable of covering every open section of the vehicle where commercial solid waste is stored during transit.
 - c. Trucks over three-quarter-ton capacity shall be equipped with a device for mechanical unloading.
 - d. The name, telephone number, and street address of the commercial franchise holder shall be printed or painted in legible letters, not less than three (3) inches in height, on both sides of the truck.
 - e. Each truck shall be maintained at all times in good mechanical condition.
 - f. Each truck shall be clean, sanitary, and painted to the reasonable satisfaction of the director.
 - (2) Any truck used by a commercial franchise holder to collect and transport commercial solid waste is subject to spot-inspection at any time by the department.
 - (3) The board may suspend or revoke a commercial franchise if the commercial franchise holder fails to properly maintain its trucks or otherwise fails to comply with the requirements in this section 19-23(e).
- (f) Commercial franchise holders with scheduled collection service shall quarterly provide the county with schedules of commercial collection routes and rates and keep such information current at all times. All changes in routes, rates or schedules will also be immediately communicated to the county. Additionally, the board retains the authority to establish hours of operation for certain routes, in a case-by-case basis, so as to minimize noise impacts on residences at inopportune times.
- (g) The commercial franchise holder shall assign and maintain at all times throughout the term of its franchise a qualified person to be in charge of operation under this commercial franchise and shall provide the name and qualification of said person to the director. The county has the right to require that collection personnel wear clean uniforms or other

clothing bearing the name by which the commercial franchise holder does business. Each person employed to operate a vehicle shall, at all times, carry a valid Florida commercial driving license for the type of vehicle being driven. Each commercial franchise holder shall provide operating and safety training for all personnel.

- (h) The commercial franchise holder shall make all diligent, good faith efforts to resolve customer complaints within twenty-four hours. Complaints regarding failure to collect shall be resolved within twenty-four hours. Each commercial franchise holder shall supply the director with copies of all complaints on a form approved by it and indicate the disposition of each, upon request. Such records shall be available for inspection by the director at all times during business hours specified herein. The forms shall indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The commercial franchise holder shall establish procedures acceptable to the director to ensure that all customers are notified as to the complaint procedure.
- (i) The director may require any commercial franchise holder to make and provide the county with calculations, data or other information pursuant to F.S. § 403.7049 and/or to establish a system to provide the information required under said statute, and such other information as may be necessary under F.S. ch. 403, part IV, and such other solid waste laws as may be, from time to time, adopted.
- (j) The commercial franchise holder must prominently display its company name and telephone number on each dumpster, compactor or roll-off container placed in the county and each vehicle used to transport solid waste in the county. Failure to display the information required by this subsection shall be a violation of this article, subject to the enforcement provisions of chapter 7, of this code.
- (k) Commercial solid waste collected from commercial property under a commercial franchise issued pursuant to this article II shall not be commingled in a collection vehicle with residential waste collected under a collection service agreement entered into pursuant to article III hereof. If any such commingling occurs, all material within the collection vehicle shall be considered residential waste for purposes of disposal and delivered to the Class I Landfill currently owned and operated by Omni Waste of Osceola County, LLC, and located approximately five (5) miles south of Holopaw, in Osceola County, Florida, as required by the Amended Agreement For Solid Waste Management Services between the county and Omni Waste of Osceola County, LLC.; provided however, that such material may be processed through a transfer station in lieu of direct delivery to such facility if the commercial franchise holder submits documentation to the county demonstrating that an equivalent amount of material is delivered to such facility.
- (l) The commercial franchise holder agrees to repair all property, public or private, altered or damaged by it, its agents or employees in the performance of its duties pursuant to its commercial franchise in a good or better condition as it was before being damaged or altered, or provide compensation for such restoration or repair, at the option of the owner of the property that was damaged.

(m) Commercial franchise fee requirement and payment; reporting requirements; audits; sanctions.

(1) In consideration of the franchise privileges hereby granted, each commercial franchise holder shall pay to the county a sum equal to fifteen percent of the gross revenue attributable to the commercial franchise holder's activities pursuant to this franchise. "Gross revenue" shall mean and include any and all fees and service charges, without reduction, received by commercial franchise holder under and pursuant to its franchise privileges granted pursuant to this article. Payment to the county shall be four times a year, in March, June, September and December, within ten days of the close of each quarter and without demand from the county. Each quarterly payment shall be submitted with a report including (i) the following information relating to each customer: customer name, service address, account number, tax code assigned to service location and total gross revenue, and amount of franchise fee due to the county; and (ii) all accounts dropped or added including account name, address, and phone number. If no gross revenue is generated for any quarter, the commercial franchise holder shall report that to the county. Payments not received by the due date shall be assessed (x) an administrative fine to reimburse the county for the reasonable administrative costs associated with collecting such monies and (y) interest for each day of delinquency at the rate of eighteen percent per annum or the maximum allowed by law, until the total unpaid amount due and owing is paid in full. Notwithstanding the foregoing administrative fines and interest on payments not received by due dates occurring on or prior to January 15, 2021 shall begin to accrue ninety days following the date on which notice of such administrative fines and expenses is provided to each commercial franchise holder by first class mail, if such amounts remain unpaid ninety days following such notice. All proceeds received hereunder shall be deposited in the county's environmental enterprise fund and shall be first applied to fund, to the fullest extent possible the costs to the county of administering the franchise provision as set forth herein. Excess proceeds may be used for any lawful public purpose.

(2) The commercial franchise holder shall keep an accurate set of books and records reflecting the gross revenues derived under and pursuant to its franchise including, but not limited to contracts, trip tickets, dump tickets, inbound charge tickets, customer invoices, customer list, billing rates, billing amounts, accounts receivables, state and federal tax returns. Said books and records shall reflect, in addition to information normally reflected pursuant to generally accepted accounting procedures, the name and service address of each commercial customer, dates of commencement and termination of service, the service charge and any changes thereto, the billings and billing dates and the receipt of revenues. All such books and records shall be maintained for a minimum of five years, including the five-year period following expiration or revocation of a franchise. The period

shall be extended through the termination of an audit if the audit is commenced during the period. Additionally, each commercial franchise holder shall, at its cost, no later than one hundred eighty (180) days after the end of its fiscal year/calendar year (accounting cycle) cause an audit to be made by an independent certified public accountant covering gross revenue attributable to the commercial franchise holder's activities pursuant to this franchise. The audit report shall show total annual receipts by commercial customers. A copy of the report shall be submitted to the contract administrator.

- (3) The books and records of the commercial franchise holder may be audited by the county auditor or an independent certified public accounting firm engaged by the board pursuant to Section 125.01(1)(x), Florida Statutes, in order to determine whether the franchise consideration paid pursuant to section 19-23(m)(1) hereof is the same as that sum required thereby. The omission of the county auditor to exercise its right to quarterly audit shall not constitute a waiver of such right, and notwithstanding such omission, the county auditor shall have such continuing right. Each audit shall be made in intervals of not less than quarterly, unless the county auditor has reason to suspect fraud, deceit or other such extraordinary occurrence. In the event the county auditor elects to exercise its right of audit, the county auditor, shall provide to the commercial franchise holder written notice of such election at least forty-eight hours in advance of the time of such audit. The audit shall be made at the county's expense. During any such audit, the county auditor may communicate directly with customers of commercial franchise holders for the purpose of confirming compliance with this article. During the term of the franchise or its renewal, and during an audit, the commercial franchise holder shall make available to the county auditor, within fourteen days after written notice, all records of the commercial franchise holder which pertain to the commercial franchise holder's activities pursuant to its franchise including, but not limited to contracts, trip tickets, dump tickets, inbound charge tickets, customer invoices, customer list, billing rates, billing amounts, accounts receivables, state and federal tax returns and any other records deemed necessary by the county auditor. The commercial franchise holder shall make available to the county auditor such personnel and records as such person may, in such person's sole discretion, request in order to complete such audit. The commercial franchise holder shall not charge the county therefor. Additionally, commercial franchise holder shall, at its cost, no later than one hundred eighty days after the end of its fiscal year/calendar year (accounting cycle) cause an audit to be made by an independent certified public accountant covering all customer receipts attributable to commercial franchise holder's activities pursuant to this franchise. The audit report shall show total annual receipts by commercial customers. A copy of the report shall be submitted to the county auditor.

Sec. 19-24. – Suspension or revocation of commercial franchise.

- (a) The county may suspend or revoke any commercial franchise pursuant to this section 19-24.
 - (1) A material violation of any of the terms and conditions of this chapter shall be cause for suspension or revocation of a commercial franchise.
 - (2) The director may suspend a commercial franchise in accordance with this section 19-24(a)(2).
 - a. If at any time the director reasonably determines that the commercial franchise holder has materially violated the requirements in this chapter, then the director may suspend the commercial franchise holder's commercial franchise for a time period not to exceed thirty days and deliver written notice to the commercial franchise holder via certified U.S. mail, return receipt requested, at the address stated in the commercial franchise holder's latest application, instructing it to immediately cease all operations conducted pursuant to the commercial franchise during the duration of the suspension. The notice shall state the specific reasons why the director suspended the commercial franchise. The commercial franchise holder may appeal the suspension by delivering a written notice of appeal to the director on or before fourteen days after the date the commercial franchise holder received or refused receipt of the written notice of suspension. The written notice of appeal shall contain the information stated in section 19-24(b)(1) hereof. The written notice of appeal shall be delivered via hand delivery, nationally recognized overnight delivery service provider, or certified U.S. mail, return receipt requested, at the department's mailing address. The commercial franchise holder's failure to timely deliver a written notice of appeal is a full and complete waiver of its right to appeal the suspension. The commercial franchise holder's timely delivery of a written notice of appeal tolls the suspension until such time as the county manager issues a written decision regarding the appeal in accordance with section 19-24(b) hereof.
 - b. If at any time the director reasonably determines that the commercial franchise holder has (i) repeatedly violated the material requirements of this chapter, or (ii) has filed a petition of voluntary or involuntary bankruptcy or makes a general assignment for the benefit of creditors, then the director may immediately suspend the commercial franchise holder's commercial franchise and recommend to the county manager that the county revoke the commercial franchise. The director shall deliver the written recommendation to the county manager and deliver a copy of the recommendations to the commercial franchise holder via certified U.S. mail, return receipt requested, at the address stated in the commercial franchise holder's latest application, together with instructions that the commercial franchise holder immediately cease all operations conducted

pursuant to the commercial franchise. The director's written recommendation shall state the specific reasons why the director recommends a revocation of the commercial franchise. The commercial franchise holder may appeal the suspension and recommended revocation by delivering a written notice of appeal to the director on or before fourteen days after the date the commercial franchise holder received or refused receipt of the written notice of the revocation. The written notice of appeal shall contain the information stated in section 19-24(b)(1) hereof. The written notice of appeal may be delivered via hand delivery, nationally recognized overnight delivery service provider, or via certified U.S. mail, return receipt requested, at the department's mailing address. The commercial franchise holder's failure to timely delivery of a written notice of appeal tolls the suspension until such time as the county manager issues a written decision regarding the appeal in accordance with section 19-24(b) hereof. The director's written recommendation shall state the specific reasons why the director recommends a revocation of the commercial franchise.

- (b) Appeal from any suspension and proposed revocation of a commercial franchise.
 - (1) A notice of appeal shall contain the following:
 - a. A concise statement of facts alleged;
 - b. A statement whether there are any disputed issues of material fact and, if so, the material facts in dispute;
 - c. A concise statement of the ordinance section or of any statutory section or constitutional provision entitling the party to the relief requested; and
 - d. Any other information the party believes material to the issue.
 - (2) If a notice of appeal is timely filed, the county manager shall conduct a hearing concerning the appeal. The department shall provide the commercial franchise holder at least seven days' advance written notice of the hearing date via certified U.S. mail, return receipt requested. The hearing shall be conducted not less than fourteen nor more than sixty days after the county's receipt of the franchise holder's notice of appeal.
 - (3) At the hearing, the county manager shall permit the commercial franchise holder and the director an opportunity to present all of the relevant evidence concerning the commercial franchise revocation. The director shall first present the background of the matter, to include the decision at issue and the basis for the decision. The commercial franchise holder shall then have the opportunity for rebuttal, to present any facts the party deems relevant to the issue, and to present its argument in support of the relief it has requested. The county manager may question the parties as necessary to gain a full understanding of the issue.

- (4) The county manager shall fairly consider the evidence presented and then decide whether to uphold or reverse the director's decision, the county manager will issue a written decision which shall be the final and binding administrative action of the county.

Sec. 19-25. – Assignment.

A commercial franchise shall not be assigned or transferred by the commercial franchise holder except with the express approval of the board to obtain such approval, the procedure or initial application as set for in section 19-22 hereof shall be observed. Both the assignee/transferee and assignor/transferor shall join in the application and the information submitted shall be with reference to the assignee/transferee. The application shall contain all terms and condition of the assignment/transfer. A transfer of more than fifty percent of the issued or outstanding stock of the franchise shall constitute an assignment for the purposes of this section. Likewise, any transfer of the voting right attendant to more than fifty percent of the issued or outstanding stock shall constitute an assignment for the purposes hereof. The board shall have full discretion to approve or deny any assignment or transfer, with or without cause. Any assignment or transfer made by the commercial franchise holder without the express written consent of the board shall be grounds to terminate the franchise. Upon approval of an assignment or transfer, all terms, condition, limitations and privileges imposed by this article shall be fully applicable to the assignee.

Sec. 19-26. – Transition.

Commercial franchises issued prior to the effective date of ordinance number 2020-83 amending this article II shall remain in effect until their expiration under the terms in existence on the date such franchises were issued.

Sec. 19-27. – Indemnification.

For and in consideration of the amount of \$10.00, the commercial franchise holder agrees and shall defend, indemnify and hold harmless the county for any and all claims for damages of whatsoever kind or nature arising from or in any manner connected with any activities under its commercial franchise.

Sec. 19-28. – Performance bond and insurance.

- (a) Each applicant for a franchise shall furnish to the director, not less than twenty days prior to the date on which the board will consider its application, a payment and performance bond, in a form approved by the director, conditioned upon the faithful performance of its franchise and all its obligations arising thereunder (including but not limited to the payment of any administrative fines) in the amount of \$2.00 for each ton of commercial solid waste collected by the commercial franchise holder within the unincorporated areas of the county ten percent of its gross revenues (as defined in section 19-23(m) hereof) for the commercial franchise holder's previous accounting year, not to exceed \$100,000. In the event an applicant has no prior operating experience in the county and, therefore, no prior year collections "gross revenues," as defined in section 19-23(m) hereof, the bond shall be in the amount of \$50,000. Said bond shall be executed by a surety company approved by the director and licensed to do business in Florida. Failure to maintain such bond in full force

and effect shall cause automatic suspension of the franchise until compliance is attained. In the event compliance is not attained with ten working days, the franchise shall be revoked and franchise must reapply.

- (b) In lieu of the performance bond required by the foregoing subsection (a), the commercial franchise holder may furnish a letter of credit meeting the requirements of this subsection (b).

- (1) The letter of credit shall be issued by banks or savings associations which must:

- a. Be organized and existing under the laws of this state; or
- b. Be organized under the laws of the United States and have its principal place of business in this state; or
- c. Have a branch office which is authorized under the laws of this state or of the United States to receive deposits in this state; and
- d. Have and maintain an average financial condition ranking of thirty-five or more from two nationally recognized financial rating services, compiled quarterly by the Florida Department of Financial Services, Division of Treasury.

In the event the required average financial condition set forth in the foregoing subsection (b)(1)d. is not maintained, the commercial franchise holder shall immediately notify the county and provide a substitute letter of credit issued by a bank or savings association meeting the requirements of this subsection within thirty days of such notice.

- (2) Letters of credit shall be issued solely for the benefit of the county. Letter of credit language must be approved by the county attorney and include the following:

- a. The expiration date of the letter of credit shall be automatically extended without amendment, for one year from the expiration date unless otherwise authorized in writing by the county, provided that letters of credit shall not be required to be extended beyond the term of the franchise. If the letter of credit is not automatically extended for such additional one-year period then at least thirty days prior to the expiration date then in effect, the bank or savings association shall notify the county by registered or certified U.S. Mail or courier, postage prepaid, return receipt requested. This notification shall be sent to the Osceola County Solid Waste Office, 750 S. Bass Road, Kissimmee Florida, 34741, or to any other address specified in writing by the county solid waste director.
- b. If notice is given that the letter of credit will not be automatically extended and if the purpose for which the letter of credit was issued still exists, the county shall draw down any remaining balance on the letter of credit unless a substitute letter of credit meeting the requirements of this subsection is provided at least fourteen days prior to the expiration date of the letter of credit for which the substitute letter of credit is being provided.

- c. If the commercial franchise holder does not notify the county that the average financial condition ranking of a bank or savings association is less than thirty-five, the county may notify the bank or savings association and the commercial franchise holder by registered mail that if a substitute letter of credit is not received within thirty days of notification, the county will draw down any remaining balance on the letter of credit if the purpose for which the letter of credit was issued still exists.
- d. The letter of credit must provide for draws to be made on a bank or savings association located in the State of Florida and additionally must provide for draws by electronic presentation of a draft via facsimile transmission or electronic mail, or both.

Secs. 19-29-19-40. – Reserved.

ARTICLE III. – COLLECTION SERVICE AGREEMENTS

Sec. 19-41. – General authority.

- (a) The board is hereby authorized to enter into collection service agreements with any qualified person or entity to provide for the exclusive collection of residential waste and program recyclables from residential property within the curbside collection area.
- (b) Collection service agreements may require payment of a franchise fee as set by the board to compensate the county for the cost of administration, supervision and inspection rendered for the effective performance of regulated contractors and may include provisions addressing the matters described in article II of this chapter and such other terms and conditions as the board may deem necessary or advisable.

Sec. 19-42. – Exclusive service areas.

- (a) No person shall collect residential waste from any residential service unit without a collection service agreement.
- (b) Collection service agreements may provide for exclusive service to residential property within a specific service area. Service areas may be expanded or contracted by amendment to the collection service agreements for each affected service area or as provided by law for municipal annexations.

Sec. 19-43. – Funding for collection service agreements.

The solid waste service cost attributable to residential property shall be funded from the proceeds of solid waste service assessments imposed pursuant to article IV of this chapter; provided however, that the board may appropriate other lawfully available funds to reduce the solid waste service assessment.

Sec. 19-44. – Compactor or dumpsters.

Upon determination by the board that there has been an enforcement problem relating to scattered solid waste and spillage in violation of section 16-31 of this code resulting in an unusually large number of cases before the county's code enforcement board, the board may require that collection service be provided by a dumpster or compactor.

Sec. 19-45 -60. – Reserved.

ARTICLE IV. – SPECIAL ASSESSMENTS

Sec. 19-61. – General authority.

- (a) The board is hereby authorized to impose an annual solid waste service assessment to fund:
 - (1) The solid waste service cost associated with curbside collection service by imposing solid waste service assessments against tax parcels of assessable property located in the curbside collection area; and
 - (2) The solid waste service cost associated with drop-off service by imposing solid waste service assessments against tax parcels of assessable property located in the drop-off service area.
- (b) The determination of whether a dwelling unit (single-family residence, mobile home, duplex, triplex, quadruplex or townhome) is classified as an excluded dwelling unit for any fiscal year shall be made as of the date an annual assessment resolution is adopted for such fiscal year and shall not be changed during such fiscal year. The procedure to reclassify dwelling units for any fiscal year shall be as follows:
 - (1) The HOA with jurisdiction over a community or portion thereof desiring reclassification as excluded dwelling units shall file with the contract administrator a sworn affidavit of an authorized HOA officer prior to the May 15 immediately preceding the fiscal year for which reclassification is proposed, identifying the specific geographic area to be reclassified and certifying that:
 - a. Notice of a meeting of the HOA's board of directors was provided by certified mail to the owners of all residential service units located within the area to be reclassified, including the time, date and location of a meeting at which a proposal to reclassify all residential service units within the area as excluded dwelling units will be considered by the HOA's board of directors. The notice shall include the following statements: (i) upon reclassification, the HOA will be assuming full responsibility for the collection and disposal of residential waste and program recyclables from dwelling units within such area; (ii) the cost of such collection and disposal will be funded by special assessments to be imposed by the HOA against all residential service units located within such area; and (iii) the county will no longer be responsible for providing curbside collection service within such area

unless and until the HOA requests the county to remove the excluded dwelling unit classification in sufficient time for the county to reimpose solid waste service assessments against dwelling units located within such area.

- b. The form of notice attached to the affidavit was mailed not less than ten days prior to the date on which the meeting was held.
- c. The minutes of the HOA's board of directors attached to the affidavit accurately reflect the action taken by the HOA's board of directors. The action taken must include a commitment that the HOA will either (i) enter into an agreement with a private contractor to collect and transport residential waste and program recyclables from all dwelling units located within such area to a dumpster or compactor located within such for lawful disposal, or (ii) enter into an agreement with a private collector to locate and service one or more dumpsters or compactors within reasonable proximity of all dwelling units located within such area, to which owners and occupants can deliver residential waste and program recyclables.
- d. The proposed location of each dumpster or compactor, which complies in all respects with the county's land development code and has been approved by the county's community development department.
- e. The HOA is fully authorized to request reclassification as excluded dwelling units for all dwelling units located within such area, and the HOA is authorized to impose special assessments against the dwelling units located within such area to fund the collection and disposal services to be provided by the HOA.
- f. The HOA acknowledges the county's intent to refer all service complaints relating the collection and disposal of solid waste and program recyclables from dwelling units within the area to the HOA and accepts the responsibility to fully resolve all service complaints in a timely manner.
- g. The HOA agrees to contract for the removal of all waste cart and recycling carts provided by the county's contractor to residential service units within the area at its own expense and deliver the waste carts and recycling carts to the location designated by the county.

A copy of the bylaws confirming the HOA's authority to request reclassification as excluded dwelling units for all dwelling units located within such area, and impose special assessments against the dwelling units located within such area to fund the collection and disposal services to be provided by the HOA shall be appended to the affidavit. A copy of the permit or approval letter for location of all dumpsters and compactors shall also be appended to the affidavit.

- (2) The HOA with jurisdiction over a community or portion thereof desiring removal of the excluded dwelling unit classification shall file with the contract administrator

a sworn affidavit of an authorized HOA officer prior to the May 15 immediately preceding the fiscal year for which reclassification is proposed, identifying the specific geographic area to be reclassified and certifying that:

- a. Notice of a meeting of the HOA's board of directors was provided by certified mail to the owners of all residential service units located within the area to be reclassified, including the time, date and location of a meeting at which a proposal to remove the excluded dwelling unit classification from all residential service units within the area will be considered by the HOA's board of directors. The notice shall include the following statements: (i) upon reclassification, (i) the county will assume responsibility for the collection and disposal of residential waste and program recyclables from dwelling units within such area; (ii) the cost of such collection and disposal will be funded by special assessments to be imposed by the county against all residential service units located within such area.
- b. The form of notice attached to the affidavit was mailed not less than ten days prior to the date on which the meeting was held.
- c. The minutes of the HOA's board of directors attached to the affidavit accurately reflect the action taken by the HOA's board of directors.
- d. The HOA is fully authorized to request removal of the excluded dwelling unit classification for all dwelling units located within such area.
- e. The HOA agrees to contract for the delivery of waste cart and recycling carts provided by the county's contractor to residential service units within the area at its own expense.

A copy of the bylaws confirming the HOA's authority to request removal of the excluded dwelling unit reclassification for all dwelling units located within such area shall be appended to the affidavit.

- (3) If the contract administrator determines that the foregoing requirements have been satisfied, the reclassification shall take effect for the next fiscal year if approved by the board during its public hearing on the tentative budget and proposed millage rate for such fiscal year. If the contract administrator determines that the foregoing requirements have not been satisfied, reclassification shall not occur and the HOA may reapply if the foregoing requirements are satisfied for a future year.
- (4) Notwithstanding the foregoing, if dwelling units have been reclassified as exempt dwelling units pursuant to this subsection (b) and for any reason there occurs an enforcement problem relating to scattered solid waste and spillage in violation of section 16-31 of this code resulting in an unusually large number of cases before the county's code enforcement board, the board may revoke the reclassification. In such event, the board shall notify the owners of all affected residential service units of its intent to reinstitute curbside collection service and impose interim solid waste service assessments to fund the solid waste service cost for the remainder of such

fiscal year. The amount of the interim solid waste service assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate applicable to other tax parcels of assessable property located in the curbside collection area computed in accordance with the annual rate resolution applicable to the current fiscal year. Such monthly rate shall be imposed for each full calendar month remaining in such fiscal year. The interim solid waste service assessment shall be collected together with and in addition to the solid waste service assessment for the subsequent fiscal year.

- (5) If any area has been reclassified as excluded dwelling units and the classification has subsequently been removed or revoked, no further reclassifications shall be permitted.
- (c) The amount of the solid waste service assessment imposed in a fiscal year against a tax parcel of assessable property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the solid waste service cost among properties on a basis reasonably related to the special benefit provided by solid waste services funded with assessment proceeds.
- (d) The board is hereby authorized to impose a household chemical waste service assessment to fund the household chemical waste cost associated with drop-off service by imposing household chemical waste service assessments against tax parcels of assessable property.
- (e) The amount of the household chemical waste service assessment imposed in a fiscal year against a parcel of assessable property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the household chemical waste cost among properties on a basis reasonably related to the special benefit provided by household chemical waste service funded with assessment proceeds.

Sec. 19-62. – Initial proceedings.

The initial proceeding for the imposition of a solid waste service assessment and/or household chemical waste service assessment shall be the adoption of an initial assessment resolution by the board (a) describing the curbside collection area and the drop-off service area for solid waste service assessments; (b) describing the method of apportioning the solid waste service cost and/or household chemical waste service cost and the computation of the solid waste service assessment and/or household chemical waste service assessment for specific properties; and (c) directing the county manager to (1) prepare the initial assessment roll, as required by subsection 19-63(a) hereof, (2) publish the notice required by section 19-64, and (3) mail the notice required by section 19-65 using information then available from the tax roll.

Sec. 19-63. – Initial assessment roll.

- (a) The county manager shall prepare, or direct the preparation of, an initial assessment roll for the solid waste services assessments and/or household chemical waste service assessments, which shall contain the following:

- (1) A summary description of each tax parcel of assessable property conforming to the description contained on the tax roll;
 - (2) The name of the owner of record of each tax parcel of assessable property, as shown on the tax roll;
 - (3) The number of residential service units attributable to each parcel; and
 - (4) The amount of the solid waste service assessment and/or household chemical waste service assessment to be imposed against each tax parcel of assessable property.
- (b) The initial assessment roll shall be retained by the county manager and shall be open to public inspection. The foregoing shall not be construed to require that the assessment roll be in printed form if the amount of the solid waste service assessment and/or household chemical waste service assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Sec. 19-64. – Notice by publication.

Upon completion of the initial assessment roll, the county manager shall publish once in a newspaper of general circulation within the county a notice stating that at a public hearing of the board will be held on a certain day and hour, not earlier than twenty (20) calendar days from such publication, at which hearing the board will receive written comments and hear testimony from all interested persons regarding imposition of the solid waste service assessments and/or household chemical waste service assessments and adoption of the final assessment resolution. The published notice shall conform to the requirements set forth in the uniform assessment collection act.

Sec. 19-65. – Notice by mail.

In addition to the published notice required by section 19-64, the county manager shall provide notice of the proposed solid waste service assessment and/or household chemical waste service assessment by first class mail to the owner of each parcel of property subject to the assessment. The mailed notice shall conform to the requirements set forth in the uniform assessment collection act. Notice shall be mailed at least twenty (20) calendar days prior to the hearing to each property owner at such address as is shown on the tax roll on the twentieth calendar day prior to the date of mailing, notice shall be deemed mailed upon delivery thereof to the possession of the U.S. postal service. The county manager shall provide proof of such notice by affidavit. Failure of the owner to receive such notice due to mistake or inadvertence shall not affect the validity of the assessment roll nor release or discharge any obligation for the payment of a solid waste service assessment and/or household chemical waste service assessment imposed by the board pursuant to this chapter.

Sec. 19-66. – Adoption of final assessment resolution.

At the time named in the notices provided pursuant to sections 19-64 and 19-65 hereof, or to which an adjournment or continuance may be taken by the board, the board shall receive any written objections of interested persons and may then, or at any subsequent meeting of the board adopt the final assessment resolution which shall (a) confirm, modify, or repeal the initial

assessment resolution with such amendments, if any, as may be deemed appropriate by the board; (b) establish the curbside collection area assessment rate and the drop-off service area assessment rate for the upcoming fiscal year with respect to the solid waste service assessment; (c) approve the initial assessment roll, with such amendments as it deems just and right; and (d) determine the method of collection. The adoption of the final assessment resolution by the board shall constitute a legislative determination that all parcels assessed derive a special benefit from the solid waste services and/or household chemical waste service to be provided and a legislative determination that the solid waste service assessments and/or household chemical waste service assessments are fairly and reasonably apportioned among the properties that receive the special benefit. All objections to the final assessment resolution shall be made in writing, and filed with the county manager at or before the time or adjourned time of such hearing, the final assessment resolution shall constitute the annual assessment resolution for the initial fiscal year in which solid waste service assessments and/or household chemical waste service assessments are imposed hereunder.

Sec. 19-67. – Effect of final assessment resolution.

The solid waste service assessments and/or household chemical waste service assessments for the initial fiscal year shall be established upon adoption of the final assessment resolution. The adoption of the final assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessable property, the method of apportionment and assessment, the initial rates of assessment, the initial assessment roll, and the levy and lien of the solid waste service assessments and/or household chemical waste service assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the board action on the final assessment resolution. The initial assessment roll, as approved by the final assessment resolution, shall be delivered to the tax collector, as required by the uniform assessment collection act, or if the alternative method described in section 19-75 hereof is used to collect the solid waste service assessments and/or household chemical waste service assessments, such other official as the board by resolution shall designate.

Sec. 19-68. – Adoption of annual assessment resolution.

- (a) The board shall adopt an annual assessment resolution during its budget adoption process for each fiscal year following adoption of the final assessment resolution. Prior to adopting the annual assessment resolution, the county manager shall provide notice in accordance with sections 19-64 and 19-65 and the board shall conduct a public hearing in accordance with section 19-66. The annual assessment resolution shall approve the assessment roll for such fiscal year, which shall be prepared by the county manager in accordance with subsection 19-63(a) and the initial assessment resolution, as confirmed or amended by the final assessment resolution.
- (b) The adoption of the annual assessment resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment to the assessable property, the method of apportionment and assessment, the initial rates of assessment, the assessment roll, and the levy and lien of the solid waste service assessments and/or household chemical waste service assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within twenty

(20) days from the date of the board action on the annual assessment resolution. The assessment roll, as approved by the annual assessment resolution, shall be delivered to the tax collector, as required by the uniform assessment collection act, or if the alternative method described in section 19-75 is used to collect the solid waste service assessments and/or household chemical waste service assessments, such other official as the board by resolution shall designate.

Sec. 19-69. – Lien of assessments.

- (a) Each annual solid waste service assessment and/or household chemical waste service assessment to be collected under the uniform assessment collection act shall constitute a lien against the assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the board of the annual assessment roll as provided in section 19-68 and shall attach to the property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.
- (b) Upon adoption of the final assessment resolution, assessments to be collected under any alternative method of collection provided in section 19-75 shall constitute a lien against the assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected on the date notice thereof is recorded in the Official Records of Osceola County, Florida.

Sec. 19-70. – Revision of assessments.

If any solid waste service assessment and/or household chemical waste service assessment made under the provisions of this chapter is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board is satisfied that any such solid waste service assessment and/or household chemical waste service assessment is so irregular or defective that the same cannot be enforced or collected, or if the board has omitted any property on the assessment roll which property should have been so included, the board may take all necessary steps to impose a new solid waste service assessment and/or household chemical waste service assessment against any property benefited by the solid waste service costs and/or household chemical waste service cost, as applicable, following as nearly as may be practicable, the provisions of this chapter and in case such second solid waste service assessment and/or household chemical waste service assessment is annulled, vacated, or set aside, the board may obtain and impose other solid waste service assessments and/or household chemical waste service assessments until a valid solid waste service assessment and/or household chemical waste service assessment is imposed.

Sec. 19-71. – Procedural irregularities.

Any information or irregularity in the proceedings in connection with the levy of any solid waste service assessment and/or household chemical waste service assessment under the

provisions of this chapter shall not affect the validity of the same after the approval thereof, and any solid waste service assessment and/or household chemical waste service assessment as finally approved shall be competent and sufficient evidence that such solid waste service assessment and/or household chemical waste service assessment was duly levied, that the solid waste service assessment and/or household chemical waste service assessment was duly made and adopted, and that all other proceedings adequate to such solid waste service assessment and/or household chemical waste service assessment were duly had, taken, and performed as required by this chapter; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this section, any party objecting to a solid waste service assessment and/or household chemical waste service assessment imposed pursuant to this chapter must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Sec. 19-72. – Correction of errors and omissions.

- (a) No act of error or omission on the part of the property appraiser, tax collector, county manager, board, or their deputies or employees, shall operate to release or discharge any obligation for payment of a solid waste service assessment and/or household chemical waste service assessment imposed by the board under the provision of this chapter.
- (b) When it shall appear that any solid waste service assessment and/or household chemical waste service assessment should have been imposed under this chapter against a parcel of property specially benefited by the provision of solid waste services and/or household chemical waste service, as applicable, but that such property was omitted from the assessment roll or was not listed on the tax roll as an individual parcel of property as of the effective date of the assessment roll approved by the annual assessment resolution for any upcoming fiscal year, the board may, upon provision of a notice by mail provided to the owner of the omitted parcel in the manner and form provided in section 19-65, impose the applicable solid waste service assessment and/or household chemical waste service assessment for the fiscal year in which such error is discovered, in addition to the applicable solid waste service assessment and/or household chemical waste service assessment due for the prior two (2) fiscal years. Such solid waste service assessment and/or household chemical waste service assessment shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in section 19-74 or 19-75, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted assessments.
- (c) Prior to the delivery of the assessment roll to the tax collector in accordance with the uniform assessment collection act, the county manager shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to a solid waste service assessment and/or household chemical waste service assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the solid waste service assessment and/or household chemical waste service assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the

uniform assessment collection act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the solid waste service assessment and/or household chemical waste service assessment imposed under the provisions of this chapter. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the county manager and not the property appraiser or tax collector.

- (d) After the assessment roll has been delivered to the tax collector in accordance with the uniform assessment collection act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the tax roll upon timely written request and direction of the county manager.

Sec. 19-73. – Interim assessments.

An interim solid waste service assessment and/or household chemical waste service assessment may be imposed and collected for all property for which a certificate of occupancy is issued after adoption of the annual assessment resolution. The amount of the interim solid waste service assessment and/or household chemical waste service assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the annual assessment resolution for the fiscal year in which the certificate of occupancy is issued. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year. In addition to the monthly rate, the interim solid waste service assessment and/or household chemical waste service assessment may also include, at the county's option, an amount equal to the county's estimate of the subsequent fiscal year's solid waste service assessment and/or household chemical waste service assessment; provided however, that no interim solid waste service assessment and/or household chemical waste service assessment paid upon issuance of a certificate of occupancy shall be duplicated on a future assessment roll. No certificate of occupancy shall be issued until full payment of the interim solid waste service assessment and/or household chemical waste service assessment is received by the county. Issuance of the certificate of occupancy by mistake or inadvertence, and without the payment in full of the interim solid waste service assessment and/or household chemical waste service assessment, shall not relieve the owner of such property of the obligation of full payment. For the purpose of this provision, such interim solid waste service assessment and/or household chemical waste service assessment shall be deemed due and payable on the date the certificate of occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the certificate of occupancy.

Sec. 19-74. – Method of collection.

Unless otherwise directed by the board, the solid waste service assessments and/or household chemical waste service assessments shall be collected pursuant to the uniform method provided in the uniform assessment collection act, and the county shall comply with all applicable provisions of the uniform assessment collection act. Any hearing or notice required by this ordinance may be combined with any other hearing or notice required by the uniform assessment collection act.

Sec. 19-75. – Alternative method of collection.

In lieu of utilizing the uniform assessment collection act, the county may elect to collect the solid waste service assessments by any other method which is authorized by law or under the alternative collection method provided by this section:

- (1) The county shall provide solid waste service assessment bills and/or household chemical waste service assessment bills by first class mail to the owner of each affected parcel of property. The bill or accompanying explanatory material shall include: (1) a brief explanation of the solid waste service assessment and/or household chemical waste service assessment, (2) a description of the unit of measurement used to determine the amount of the solid waste service assessment and/or household chemical waste service assessment, (3) the number of units contained within the parcel, (4) the total amount of the solid waste service assessment and/or household chemical waste service assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the solid waste service assessment and/or household chemical waste service assessment is due, and (7) a statement that the solid waste service assessment and/or household chemical waste service assessment constitutes a lien against assessable property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments.
- (2) A general notice of the lien resulting from imposition of the solid waste service assessments and/or household chemical waste service assessments shall be recorded in the official records of the county. Nothing herein shall be construed to require that individual liens or releases be filed in the official records.
- (3) The county shall have the right to foreclose and collect all delinquent solid waste service assessments and/or household chemical waste service assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings. A solid waste service assessment and/or household chemical waste service assessment shall become delinquent if it is not paid within thirty (30) days from the date any installment is due. The county or its agent shall notify any property owner who is delinquent in payment of his or her solid waste service assessment and/or household chemical waste service assessment within sixty (60) days from the date such assessment was due. Such notice shall state in effect that the county or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent solid waste service assessment and/or household chemical waste service assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent solid waste service assessment and/or household chemical waste service assessment, not previously subject to collection using the uniform method under the uniform assessment collection act, to be collected on the tax bill for a subsequent year.

- (4) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the county may be the purchaser to the same extent as any person. The county or its agent may join in one (1) foreclosure action the collection of solid waste service assessments and/or household chemical waste service assessments against any or all property assessed in accordance with the provisions hereof. All delinquent owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the county and its agents, including reasonable attorney fees, in collection of such delinquent solid waste service assessments and/or household chemical waste service assessments and any other costs incurred by the county as a result of such delinquent solid waste service assessments and/or household chemical waste service assessments and the same shall be collectible as a part of or in addition to, the costs of the action.
- (5) In lieu of foreclosure, any delinquent solid waste service assessment and/or household chemical waste service assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the uniform assessment collection act; provided however, that (1) notice is provided to the owner in the manner required by the uniform assessment collection act and this chapter, and (2) any existing lien of record on the affected parcel for the delinquent solid waste service assessment and/or household chemical waste service assessment is supplanted by the lien resulting from certification of the assessment roll, as applicable, to the tax collector.
- (6) Notwithstanding the county's use of an alternative method of collection, the county manager shall have the same power and authority to correct errors and omissions as provided to him or other county officials in section 19-72.
- (7) Any board action required in the collection of solid waste service assessments and/or household chemical waste service assessments may be by resolution.

SECTION 2. CONFLICTS. Any ordinance, resolution, or part thereof, in conflict with this ordinance, or any part hereof, is hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

SECTION 4. INCLUSION INTO THE CODE. The provisions of this Ordinance shall be included and incorporated within the Code of Ordinances of Osceola County Florida, and may be renumbered or relettered to accommodate such inclusion.

SECTION 5. FILING WITH DEPARTMENT OF STATE. The Clerk be and hereby is directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and the Department of State pursuant to law.

SECTION 6. EFFECTIVE DATE. A certified copy of this ordinance shall be filed in the Department of State by the Clerk of the Board of County Commissioners within ten days after enactment. This ordinance shall take effect immediately upon filing with the Florida Department of State.

DULY ENACTED by a vote of at least a majority plus one of the Board of County Commissioners this 4th day of January, 2021.

**BOARD OF COUNTY COMMISSIONERS
OF OSCEOLA COUNTY, FLORIDA**

By: _____
Chair/Vice Chair

ATTEST:
OSCEOLA COUNTY CLERK OF THE BOARD

Clerk/Deputy Clerk to the Board
(SEAL)

As authorized for execution at the Board of
County Commissioners meeting of:
