

LEE COUNTY ORDINANCE NO. 11-27

AN ORDINANCE AMENDING ORDINANCE 11-03, RELATING TO GARBAGE, RECYCLING, AND SOLID WASTE COLLECTION AND DISPOSAL FOR LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS WITHIN LEE COUNTY TO BE KNOWN AS MANDATORY SOLID WASTE COLLECTION AND DISPOSAL UNITS FOR SERVICE AREAS; PROVIDING FOR INTENT AND DEFINITIONS; PROVIDING FOR THE PURPOSE OF DISPOSING OF SOLID WASTE WITHIN THEIR BOUNDARIES; ESTABLISHING THE GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL; PROVIDING FOR ASSESSMENT AND OWNER RESPONSIBILITY; PROVIDING FOR OUTER ISLANDS SERVICE AREAS AND GASPARILLA ISLAND; PROVIDING FOR SPECIAL ASSESSMENT, CERTIFICATION, COLLECTION, SCOPE AND DELINQUENCIES; ASSESSING GOVERNMENTAL PROPERTY; LEVYING SPECIAL ASSESSMENTS AND COLLECTION; CORRECTING ERRORS AND OMISSIONS; ENFORCEMENT OF DELINQUENT ASSESSMENTS; PROVIDING FOR RESPONSIBILITY OF CONTRACTOR AND PROPERTY OWNER FOR GARBAGE, RECYCLING, AND SOLID WASTE COLLECTION; PROVIDING FOR CONTAINER SPACES AND PROHIBITING UNLAWFUL DISPOSAL; PROVIDING FOR ABATEMENT AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Lee County, Florida, finds that there has been, and continues to be an inordinate amount of littering and illegal dumping on the public rights-of-way and private lands of Lee County from garbage and solid waste generated within the residential and non-residential areas of the County,

resulting in the necessity for stringent regulation of garbage and solid waste collection practices within the County; and,

WHEREAS, Lee County has found and determined that a substantial number of commercial entities and residents of the County would not subscribe to a garbage or solid waste collection disposal service unless that service is mandatory; and,

WHEREAS, the Courts of the State of Florida have determined that the levy of certain fees for garbage and solid waste collection to include capital costs for solid waste disposal facilities similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it has become necessary for the Lee County Board of County Commissioners to exercise its authority under Section 125.01, Florida Statutes, to create certain Lee County Municipal Service Benefit Units (MSBU's) for garbage and solid waste collection and disposal facilities in the unincorporated areas of the County from funds derived from Special Assessments within such units; and,

WHEREAS, it has been found and determined that it has become necessary for the promotion of the common interest and good of the people of the County to provide for the methodology for financing of garbage and solid waste collection and disposal, and it is necessary for the health, welfare and safety of the citizens and residents and commercial operations within the unincorporated areas of Lee County that the service be regulated through the use of exclusive and non-exclusive franchises for particular service areas in which the residential unit or commercial property is located; and,

WHEREAS, the County has found and determined that it is the most appropriate method to implement Municipal Service Benefit Units (MSBU's) through the levy of Special Assessments against the residential units for the collection, recycling and disposal of garbage and solid waste, reflecting the benefits of the provision of such service to the property; and

WHEREAS, on May 31, 2011, the County adopted Ordinance 11-03 that replaced Ordinance 08-10 and included certain conditions related to recycling of multifamily residential solid waste; and,

WHEREAS, the County desires to amend Ordinance 11-03 in order to further modify the conditions and allowances to permit the collection of specific recoverable materials at certain mobile home parks by non-franchised collection contractors.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, that:

SECTION 1. CREATION, PURPOSE AND DECLARATION OF BENEFIT

The above Recitals are hereby incorporated by reference into the body of this Ordinance.

Lee County Ordinance Number 11-03 is hereby amended as set forth herein.

There is to be established hereby a Municipal Service Benefit Unit (MSBU) pursuant to the authority granted in Section 125.01(1)(q) and (r), Florida Statutes. Said MSBU shall be known as The Lee County Mandatory Solid Waste Collection and Disposal Benefit Unit, and the boundary of which shall be the unincorporated areas of Lee County, and incorporated areas of Lee County established by Interlocal Agreement.

Service Areas within the Benefit Unit shall consist of specific portions of the unincorporated areas of Lee County, and incorporated areas established by Interlocal Agreement, as described in the description for each of the said Service Areas, and as further set forth in Exhibit "A" attached hereto and incorporated herein. Each of the said Service Areas shall consist of the specifically described portion of the unincorporated area of Lee County, and as may be adjusted from time to time. It is the intent of this Ordinance that the legal descriptions of the Service Areas included within the Benefit Unit correspond with the franchise areas as described in the Solid Waste Collection Franchises granted by Lee County to certain private contractors pursuant to Chapter 403, Florida Statutes (2004).

All solid waste generated in unincorporated Lee County except Construction and Demolition Debris, generated in unincorporated Lee County, shall be disposed of at a Lee County Designated Facility that has been approved by the Lee County Solid Waste Division. Lee County Designated Facilities consist of the Lee County Resource Recovery Facility, Lee/Hendry County Landfill, the Lee County Transfer Station, and the Lee County Materials Recovery Facility.

All property within each Mandatory Solid Waste Collection and Disposal Service Areas to include the Lee County Barrier Islands (commonly known as the "Outer Islands") shall be subject to mandatory garbage and solid waste collection and disposal services, as further set forth herein.

Further, it is the purpose of the County to promote the common interest of the citizens of the County, to provide for the implementation of garbage and solid waste collection and disposal and recycling, through the levy of Special Assessments. It shall

also be the purpose to promote the health, welfare and safety of the citizens and residents of the collection service areas by providing adequate garbage and solid waste collection, and recycling services through the regulated services of the County's selected franchised contractors.

SECTION 2. **STATEMENT OF COUNTY INTENT**

It is the intent of the County to require all persons within the unincorporated areas of the County to have garbage and solid waste collected and disposed of in a proper, sanitary and efficient manner; to provide all persons with a sanitary and efficient means of having their solid waste collected and disposed of; to eliminate illegal dumping; to provide effective and efficient methods of collecting funds for the costs of the solid waste disposal and management facilities and services rendered; and to promote the health, safety and welfare of the citizens of the County.

It is hereby declared, found and determined by the County, that the solid waste collection, recycling and disposal facilities and services provided by the County pursuant to this Ordinance and corresponding franchise contracts including, but not limited to, the accomplishment of the intents stated herein, shall and do constitute a special benefit to all Commercial and Residential properties within each Service Area, which is equal to, or in excess of, the actual costs of providing such solid waste collection and disposal service and which such facilities and services specially benefit all said residential and commercial properties.

It is the intent of the County that the collection and hauling of solid waste shall be conducted only by those businesses authorized to do so by the County by franchise,

and that all disposal shall be conducted only at the County-designated solid waste facilities.

SECTION 3. **DEFINITIONS**

For the purposes of this Ordinance, the definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular and words in the singular number include the plural. The words "shall" or "will" are mandatory and not discretionary. For further clarification of definitions, refer to Section 403.703, Florida Statutes (2004), and Fla. Admin. Code R. 62-701.200 as either may be revised from time to time and are incorporated herein by reference.

In the event of any conflict between a definition as made in this Ordinance and one contained in either Section 403.703, Florida Statutes (2004), or Fla. Admin. Code R. 62-701.200, as either may be revised from time to time, the statutory or Chapter definition shall control.

1. **Abandoned or Lost Property** means all tangible personal property which does not have an identifiable owner, and which may or may not be substantially operable, functioning, or have an apparent intrinsic value to the rightful owner.
2. **Agreement** shall mean the franchise agreements executed by the County and awarded to certain collection contractors.
3. **Benefit Unit** refers to the MSBU created under Section 1. hereof, unless indicated to the contrary.
4. **Biohazardous** or **Biomedical Waste** means any waste that falls under

the definition of "hazardous waste" presented below and/or falls under the definition of "biomedical waste" or "biological waste" as defined by Fla. Admin. Code R. 62-701.200.

5. **Board** shall mean the Board of County Commissioners of Lee County, Florida.
6. **Bulky Waste** means any solid waste that requires additional management due to such bulk or weight and weighs greater than fifty (50) pounds and includes but is not limited to: tires, furniture such as sofas and mattresses, building materials from household activities not requiring a building permit, and similar waste that can be placed in garbage truck hoppers and disposed of in the Lee County Resource Recovery Facility or landfill.
7. **Can** or **Garbage Receptacle** shall mean and include any steel, plastic, aluminum, or galvanized receptacle or refuse bin and may be of a design that allows for easy lifting with two (2) handles and of not more than 40 gallons capacity or fifty (50) pounds in weight. These receptacles shall have tight fitting lids. Such receptacles can pertain to either residential or commercial application. Plastic bags of heavy mil construction will also constitute a garbage receptacle for purposes of this Ordinance.
8. **Commercial Collection Service** means collection service to: businesses and institutions, including but not limited to, all hotels, motels, parks containing trailers and recreational vehicles, commercial businesses (wholesale/retail), manufacturing, industrial, institutional enterprises, and other such similar developed property types. Commercial Collection

Service shall be established for all properties other than those listed in paragraph 31 below, including multifamily residential properties.

9. **Commercial Container** shall mean and include any detachable container designed or intended to be mechanically dumped into a “packer-type” garbage truck used by contractors and varying in size. Such container is to be maintained so as to be leak-proof and rodent resistant.
10. **Construction and Demolition Debris** means waste materials generally considered to be non-water soluble and non-hazardous in nature, including but not limited to: steel, glass, brick, concrete, asphalt materials, pipe, gypsum wallboard, and lumber, resulting from the construction or demolition of a structure or from the renovation of a structure. Mixing of construction and demolition debris with other types of solid waste, including material which is not from the actual construction of a structure, will cause it to be classified as other than construction and demolition waste.
11. **Contractor** means those firms specially authorized by franchise contract with Lee County to provide solid waste collection services within Lee County.
12. **County** shall mean Lee County, Florida.
13. **Customer** shall mean all natural or lawful persons, corporations, partnerships, or any other legal entity owning residential or commercial property within a benefit unit that is within a contractor’s service area, and all other persons subscribing to the garbage, recycling, and solid waste

collection and disposal service as provided by the contractor and the terms of this Ordinance.

14. **Demolition** shall mean the complete destruction, pulling down, raising, breaking into pieces, and removal of all of the components of a building or all of the components of (a) portion(s) of a building from the building site, so that no part of the building or portion(s) of the building, remain on the building site at the conclusion of the demolition.
15. **Division** as used herein shall mean the Lee County Solid Waste Division or its successor entity. The Director of the Solid Waste Division ("Director") shall be the County designee primarily responsible for the administration of this Ordinance.
16. **Electronic Waste (E-Waste)** is applied broadly to consumer electronic equipment that is no longer wanted. E-waste can include computers, computer mouse/keyboards, printers, scanners, televisions, VCR's, cell phones, fax machines, monitors, stereos, and electronic games.
17. **Extraordinary Waste** shall include items of such bulk or weight so as to prevent two (2) persons from lifting it or require extraordinary management that include, but are not limited to: abandoned automobiles, boats and tree trunks weighing more than fifty (50) pounds.
18. **Franchise Area** or **Service Area** refers to the areas within the territorial boundaries of unincorporated Lee County, which are serviced by a solid waste collection and disposal franchise agreement granted by the Board of County Commissioners.

19. **Garbage** shall mean animal, fruit and vegetable waste, either alone or in combination with other putrescible matter resulting from the handling, storage, sale, preparation, cooking, serving or consumption of foods; which are subject to decomposition or decay. These wastes and the containers in which such items are packaged shall be contained to prevent the generation of noxious gases and odors, the breeding of flies and other insects and the feeding of rodents. The term garbage does not include corrugated cardboard boxes, unless such boxes are used as a "Can or Garbage Receptacle".
20. **Government Property** for purposes of this Ordinance, means property owned by the United States of America or the state of Florida or any of their agencies, a special district, and an independent statutory district.
21. **Hazardous Waste** shall mean wastes that are inherently dangerous to handle or dispose. These wastes include toxic chemicals, corrosive materials, reactive chemicals, flammable wastes, explosives and certain items found in the home to include, but not be limited to: pool chlorine, paint thinner and pesticides. Hazardous Waste shall also mean waste materials as defined in 40 C.F.R. Part 261, and Fla. Admin. Code R. 62.730.020 which definitions are hereby adopted, incorporated by reference and made part of this Ordinance.
22. **Holiday** shall mean Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and/or any other days as approved and designated by the County.

23. **Horticulture, Vegetative, Garden or Yard Waste** shall mean solid waste that is an accumulation of lawn grass, shrubbery cuttings, clippings, leaf rakings, palm fronds, tree branches, bushes or shrubs, green leaf cuttings, fruits or other vegetative matter generally created as refuse in the care of lawns and yards that does not exceed six (6) feet in length and fifty (50) pounds in weight. This does not include large branches, trees, or bulky and non-containerized material not susceptible to normal loading and collection into rear loading, "packer-type" sanitation equipment used for regular collection from domestic households. Bundled limbs and tree trunks from tree trimmings not exceeding six (6) feet in length and weighing less than fifty (50) pounds may be placed at the curbside for residential pick-up. Loose, unbundled or untied palm fronds up to fifty (50) pounds in weight may be placed neatly at the curbside for residential pick-up.
24. **Industrial Waste** shall mean any non-hazardous solid waste accumulations of metal, metal products, minerals, chemicals, rocks, building rubble, cement, asphalt, tar, oil, grease, glass, crockery, rubber, rubber tires, bottles, cans, lumber, sawdust, waste from animal packing or slaughter houses and any other non-hazardous materials which may be created by an industrial, construction, or manufacturing operation.
25. **Multifamily Property** means any residential building or group of buildings that contain(s) five (5) or more dwelling units on a single parcel including apartments, condominiums, mobile home parks, recreational vehicle

parks, etc. In certain cases, such as mobile home parks, each dwelling unit may reside on a single parcel.

26. **Multifamily Residential Collection Service** shall mean a type of Commercial Collection Service to miscellaneous Multifamily Properties where such service may be by commercial container or curbside collection, whichever is suitable. Service at curbside for these units shall be approved by the Solid Waste Division Director. These units shall be billed by the Contractor and shall receive recycling, bulky waste, white goods, and e-waste pick-up service and such service shall be included as part of the required solid waste collection and disposal fees.

Note: Properties listed in Exhibit C of this Ordinance shall receive Commercial Collection Service and are not required to contract with the County's franchise collection Contractor for certain Recyclables as further described in Section 22.

27. **Public Nuisance** shall mean any accumulation of refuse, trash, rubbish, abandoned or lost property or hazardous materials placed not in compliance with the regulations of this Ordinance, and which is located in the County right-of-way in front of a business or residence.
28. **Recoverable Materials** shall mean any material which can be collected and processed by a state-approved recycling facility for bona-fide resale and reuse of the material.
29. **Recoverable Materials Dealer (RMD)** shall mean a (FDEP) certified recycling business or contractor that provides service for the collection,

processing and marketing of Recoverable Materials.

30. **Recycling Materials or Recyclables** shall mean any materials collected by the contractor for the purpose of materials recovery or recycling at the County's materials recovery facility(s). Recycling materials shall include, but not be limited to: newspaper, clear, green and brown glass containers, aluminum cans and foil, steel cans, plastic containers and plastic bottles number 1 – 7, cardboard, magazines, phone books, junk mail, fiberboard such as shoe boxes, and "kraft bags".
31. **Residential Collection Service** shall mean service to residential dwelling units, which shall include four (4) or less units in a common structure, or located on a single property with the following property types, together with the use codes employed by the Office of the Lee County Property Appraiser:

PROPERTY TYPE		USE CODE
Single Family		01
Mobile Home		02
Miscellaneous Residential (migrant camps, boarding homes, etc.)	-4 units or less	07
Multifamily	-4 units or less	08
Condominia	-4 units or less	04

32. **Residential Special Assessment** shall mean the special assessment to recover the cost for: collection of garbage and solid waste, collection of recyclables, processing of all solid waste, disposal of all solid waste, administration and capital costs for the various solid waste disposal and

management facilities.

33. **Sludge** means any solid or semi-solid or liquid generated from any water or wastewater treatment plant, air pollution control facility, septic tank, grease trap, portable toilet and related operations, or any such waste having similar characteristics or effect.
34. **Solid Waste** shall be as defined by as outlined at Section 403.703, Florida Statutes, and Fla. Admin. Code R. 62-701.200, both as amended. Solid waste generally means any garbage, trash, industrial waste, horticultural waste, extraordinary waste or other semi-solid material resulting from domestic, commercial, industrial, agricultural, or governmental operations including refuse and bulky waste, but excluding hazardous waste, sludge, septic tank pumpage, asphalt, tar, oil and grease, and also excluding any hazardous substances as set forth in 40 C.F.R. Part 261.
35. **Trash** is a general term for solid waste excluding food waste taken from residences, commercial establishments and institutions. The term trash does not include corrugated cardboard boxes unless such boxes are used as a "Can or Garbage Receptacle".
36. **Unsanitary Public Nuisance** is the commission of any act or the keeping, maintaining, propagation, existence or the permitting of any matter by an individual, municipality, organization, corporation, or other legal entity by which health or life may be threatened or impaired or by which directly or indirectly human or animal disease, may be caused. The following conditions are defined as nuisances injurious to health: treated or

improperly treated human waste, garbage, offal, dead animals, or dangerous waste materials from manufacturing processes harmful to human or animal life, or pollutant gases and noisome odors which are harmful to health, or to human and animal life. Also, the creation, maintenance or causing of any condition capable of breeding flies, mosquitoes, or other arthropods, or rodents capable of causing physical harm or transmitting diseases directly or indirectly to humans or domestic animals.

37. **White Goods** shall mean large household appliances including, but not limited to: stoves, washers, dryers, dishwashers and any “refrigerant white goods” as further defined below.
38. **Refrigerant White Goods** shall mean large appliances which contain or may release any refrigerants, including, but not limited to: refrigerators, freezers, air conditioners and dehumidifiers.

SECTION 4. CREATION OF THE UNIT, PURPOSE AND BOUNDARIES

Pursuant to Section 1 hereof and the powers granted to the Board by the Constitution of the State of Florida and Florida Statutes, in particular, Section 125.01, Florida Statutes, the Board hereby creates, amends and modifies, the Lee County Municipal Service Benefit Unit (MSBU), to be known as the Lee County Mandatory Solid Waste Collection and Disposal Benefit Unit. The Unit(s) are described by Exhibit “A” attached hereto and incorporated herein. With the exception of the legal notice as required by Section 125.66, Florida Statutes, and any other procedure required by Florida Statutes prior to the enactment of an ordinance, any and all other procedures,

administrative or otherwise, which are required to be followed prior to the enactment of an ordinance, shall be considered directory in nature and any non-compliance with these procedures shall have no adverse effect upon the adoption or validity of this Ordinance, constitutionally or otherwise.

The purpose of the Unit(s) are to promote the common interests of the citizens of the County and to provide for the collection and disposal of solid waste and recycling through the levy of Special Assessment(s) as further provided for herein, and to promote the health, welfare and safety of the citizens and residents of the Unit by providing sufficient collection and disposal of solid waste by the regulated services of one or more of the Lee County franchisees, agents or contractors.

The boundary of the MSBU shall be all of the unincorporated lands of Lee County, and portions of the incorporated areas of Lee County entering into an Interlocal Agreement for the collection and disposal of solid waste.

SECTION 5. **GOVERNING BODY**

The Board of County Commissioners shall be the governing body of the Unit as hereby created and described.

SECTION 6. **GENERAL POWERS**

The governing body shall have all powers necessary and convenient to carry out the purposes of this Ordinance and such additional rights and powers as are provided for by the Constitution of the State of Florida and the Laws of the State of Florida as particularly granted to counties. The governing body shall also have all supplemental powers not otherwise prohibited by law, which powers shall include, but not be limited to:

1. Sue or be sued, complain or defend in the name of the County in any and all courts or administrative agencies;
2. Acquire by grant, purchase, gift, devise, exchange, or in any other lawful manner any property, real or personal, or take any estate or interest therein upon such terms and conditions as the governing body shall determine;
3. Enter into contracts with any qualified private, public, or municipal firm, person, or corporation for the furnishing of any solid waste services within the boundaries of the Unit;
4. Levy and collect without referendum, special assessments, or service charges as required for the collection, recycling and disposal of solid waste conducted within the Unit;
5. Adopt rules and regulations governing the Unit through appropriate resolutions. The Board may provide, by appropriate Resolution, the procedures to establish, adjust and approve any Special Assessment or Service Charge;
6. Authorize the Director of the Solid Waste Division to develop standards and procedures wherein service of commercial, multifamily collection service units may be reclassified for collection purposes due to a substantial number of mixed collection units being located within a defined property area, and it being further impractical or administratively inefficient to collect only a portion thereof as residential or commercial multifamily collection units. Such procedure may be used if the intent of this

Ordinance is not negated, and further that the mandatory collection provisions hereof are best served by having the entire specific property area serviced as a residential or commercial multifamily collection unit;

7. Upon written request, grant deferments or variances from this Ordinance for the following reasons:

a. Financial Hardship Deferment may be granted using as a standard the H.U.D. Section 8 Rental Assistance Program as to annual income, provided applicant owns only one home and resides as a full-time resident in that home in Lee County. The deferment will consist of a lien placed against the residential property to run with the land in an amount equal to the cumulative unpaid special assessments. The lien will be satisfied upon the sale, transfer or any other disposition of the residential property subject to the special assessment. Application for a financial hardship deferment will be made through the Lee County Solid Waste Division. The Division shall review the application to determine if it meets all criteria, and then either accept the application for recommendation to the Board, or reject the application. A person who has applied for a financial hardship deferment, and has been rejected by the Lee County Solid Waste Division may petition the governing body for a review of the facts surrounding the denial within thirty (30) days after receipt of such notice. After the expiration of the thirty (30) days, no petition or

right of action shall be asserted by the complaining party. All financial hardship deferments shall be subject to yearly re-evaluation by the Lee County Solid Waste Division.

- b. Rural Variance may be granted if the governing body finds that a property containing a residential unit is a distance of one half (1/2) mile or greater from an accessible road which may be serviced by a franchised contractor. Private roads, paved or unpaved, which the public has access to use, will be considered as an "accessible road". Road accessibility shall be determined solely by the Solid Waste Division. Rural Variances will be strictly limited. In this event, the governing body must find that solid waste generated by such a far distant or removed property can be disposed of by the property owner in a safe and sanitary manner. Either property owner or contractor may request this variance from the governing body. Application for this variance will be made through the Lee County Solid Waste Division. The Division representatives shall review the application to determine if it meets all the criteria, and accept the application for recommendation to the Board, or reject the application. A person who has applied for a rural variance, and has been rejected by the Lee County Solid Waste Division may petition the governing body for a review of the facts surrounding the denial within thirty (30) days after receipt of such notice. After the expiration of the thirty (30) days, no petition or right of action shall

be asserted by the complaining party. All Rural Variances shall be subject to yearly re-evaluation by the governing body.

SECTION 7. **DESCRIPTION OF SERVICE**

All improved property within the Mandatory Garbage, Recycling, and Solid Waste Collection and Disposal Benefit Unit Service Areas shall be subject to mandatory garbage and solid waste collection services, as provided for by this Ordinance. It shall be the responsibility of the governing body of the Unit to provide either directly or indirectly through agreements with franchised contractors the following services:

- A. Residential Collection Service

The contractor will provide "1-1-1" residential can collection service for residences of four (4) or less units. "1-1-1" residential can collection service shall consist of the following services:

1. One (1) unlimited quantity collection each week of garbage and trash as defined herein;
2. One (1) unlimited quantity collection each week of commingled recyclables and separate battery bag collection;
3. One (1) unlimited quantity collection each week of horticulture waste, no greater than six feet (6') in length, bundled and weighing less than fifty (50) pounds per bundle or container, loose, unbundled or untied palm fronds up to fifty (50) pounds in weight;
4. Pick-up of limited automobile tires with garbage collection;
5. Pick-up of bulky waste with garbage collection; and,
6. Special pick-up of other bulky waste, white goods, and e-waste to be arranged.
7. One (1) unlimited quantity collection each week of garbage, trash and horticulture waste; and one (1) unlimited quantity collection each week of commingled recyclables; using a lightweight collection vehicle weighing approximately ten (10) tons or less, for residential customers located on "accessible roads" which are unpaved, in lieu of items identified in Section 7, paragraph A (1-3).

NOTE: The collection of garbage and recyclables for multifamily collection service [i.e., five (5) or more units] is considered "commercial"

collection, and will be collected as outlined below.

B. Commercial Collection Service

The Contractor will provide the collection of solid waste, except Construction and Demolition Debris, from all commercial facilities, businesses, institutions, and Multifamily Properties (i.e., five (5) or more units receiving multifamily collection service as defined in Section 3, paragraph 10). Properties subject to Commercial Collection Service are generally referred to as "commercial entities" and include but are not limited to, hotels, motels, parks containing mobile homes and/or recreational vehicles, commercial businesses (wholesale/retail), manufacturing, industrial and institutional enterprises of all types conducting business in Lee County, Florida. Commercial properties shall include all properties not listed under Section 7 (A) above, including five (5) or more units, multifamily dwellings. Multifamily Properties and all other businesses are subject to Lee County's Mandatory Business Recycling Ordinance (Ordinance 07-25, as may be amended or revised from time to time) and the conditions therein. The Contractor will provide collection of Recyclables to Multifamily Properties. All other commercial entities are responsible for coordinating collection of recyclables with a recycling service provider in accordance with the conditions of Ordinance 07-25.

SECTION 8.

**SPECIAL ASSESSMENT PAYMENT / PROPERTY
OWNER RESPONSIBILITY**

All property owners of improved property within the Unit shall subscribe to garbage, recycling, and solid waste collection and disposal service, and shall be subject to the levy of a Special Assessment as further set out pursuant to this Ordinance.

- A. Residential Collection Service. It shall be the responsibility of the property owner(s) of residential dwelling unit(s) as defined in Section 3, paragraph 31 to pay or cause to be paid to the County, a Special Assessment incurred by the residential unit(s) for the benefits received by such dwelling for solid waste collection, disposal and the capital costs for the various County disposal facilities. Failure to pay the Special Assessment shall be considered a violation of this Ordinance and may be collected as provided for further herein, or as otherwise provided for by the laws of the State of Florida. It shall be the responsibility of the property owner to provide approved receptacles as defined herein adequate and sufficient to contain all solid waste generated from (a) residence(s) in accordance with the provisions herein. The owner shall not maintain nor permit on the property, any unsanitary nuisance injurious to the public health, as further defined. Failure of the owner to fulfill the responsibilities under this paragraph will be considered a violation of the Ordinance, and may be prosecuted in accordance with the procedures as described in Section 24 of this Ordinance. The County will collect or cause to be collected, all payments due from the residential collection service area through the levy of the Special Assessment, as set forth in Sections 1, 4, and 11 herein. The County's current designated agent, the Lee County Tax Collector, will

pay all customer payments collected pursuant to this Ordinance (less its service charges) to the Lee County Solid Waste Division. The Lee County Solid Waste Division shall pay to the solid waste collection franchisee its collection and hauling fee in accordance with the several franchise contracts, and shall pay all residential solid waste disposal costs.

- B. Commercial Collection Service. It shall be the responsibility of property owners of commercial and multifamily property to dispose of their solid waste in a manner which will not be detrimental to the public health, safety and welfare of the County. In this regard, it is required that all owners of property included in the "Multifamily Collection Service" category (Section 3, paragraph 26), enter into a contract with the franchise contractor for their particular Service Area, to collect, recycle (for Multifamily Property), and dispose of all solid waste. It is also required that any other improved, commercial property owners and commercial businesses enter into an agreement with the franchise contractor for their particular Service Area, to collect, haul and dispose of all solid waste, except Construction and Demolition Debris. All commercial property owners and commercial businesses shall provide a copy of such contract or agreement for solid waste collection service with a Lee County franchise hauler, to the Lee County Tax Collector and/or other Administrative Authority as part of the requirements for the obtaining of, or any renewal of a Lee County Business Tax Receipt. The franchised solid waste contractor shall be responsible for the billing and collection of commercial customer payments

for the collection, hauling and disposal of solid waste. It shall be the responsibility of the owners of all commercial establishments to insure the use of commercial container(s) adequate and sufficient to contain all solid waste generated from the respective commercial establishments in accordance with the provisions of Section 20, paragraph (B), herein. A commercial property owner shall not maintain nor permit on the property, an unsanitary nuisance injurious to the public health as defined herein. The failure of a property owner within the "Multifamily Residential Collection Service" category, or the failure of an owner of any other commercial business or property to abide by the mandatory subscription provisions hereof, shall subject said owner to an administrative fine not to exceed \$500.00 for each day of violation and prosecution in accordance with the procedures as described in Section 24 of this Ordinance. The Division of County Codes and Building Services shall, before issuing a Certificate of Occupancy to commercial business units, obtain such written proof from owners or occupants of the business units demonstrating that they have made garbage and solid waste collection service arrangements with the County's franchised solid waste hauler for their Service Area.

SECTION 9. OUTER ISLANDS SERVICE AREA

Due to the unique circumstances of the Outer Islands Service Area, the "Outer Islands" as described by Exhibit "A", attached hereto and incorporated herein, are hereby exempt from any section or provisions of this Ordinance to the extent that where

there is a contrary method of operation or a conflict between the terms and provisions of this Ordinance and the rules, regulations and conditions pursuant to this Section, the regulations, terms and conditions of this Section shall control. However, the Outer Islands shall remain subject to all of the other requirements of this Ordinance to the extent that the provisions are not inconsistent with the terms of this Section.

The Lee County outer islands, specifically Cabbage Key, North "Upper" Captiva Island, Cayo Costa, and Useppa Island shall, in combination, form the Outer Islands Service Area within the Lee County Mandatory Solid Waste Collection and Disposal Benefit Unit (MSBU). This service area shall be assessed pursuant to the terms of this Ordinance for the provision of the solid waste disposal services with uniform rates for the entire service area. It shall be the responsibility of the County to provide either directly or indirectly through agreements with franchised contractors for the disposal of garbage at a Lee County Solid Waste Designated Disposal Site by the hauling contractor franchised by the County to service the receiving site.

All property owners of improved property within the Outer Island Service Area shall be subject to the levy of a special assessment as further set out pursuant to this Ordinance.

SECTION 10. GASPARILLA ISLAND

Due to the unique circumstances of Gasparilla Island, that portion of Gasparilla Island as described by Exhibit "A", attached hereto and incorporated herein, is hereby exempt from any section or provision of this Ordinance to the extent that where there is a contrary method of operation or a conflict between the terms and provisions of this Ordinance and the rules, regulations and conditions pursuant to that certain Interlocal

Agreement between Lee County and Charlotte County dated as of December 13, 1994, as amended, (attached hereto as "Exhibit B"), the rules, regulations and conditions of the Interlocal Agreement shall control. However, the Lee County portion of Gasparilla Island shall remain subject to all of the other requirements of this Ordinance to the extent that the provisions are not inconsistent with the terms of the Interlocal Agreement.

SECTION 11. SPECIAL ASSESSMENTS

A. **ANNUAL SOLID WASTE COLLECTION AND DISPOSAL SPECIAL ASSESSMENT**

There is hereby imposed an Annual Special Assessment for the collection and disposal of solid waste to include the capital costs for the various County solid waste disposal facilities, and solid waste and recycling collection services, on all residential units within the Benefit Unit.

1. In order to provide for the residential collection and disposal services for solid waste within the Mandatory Solid Waste Collection and Disposal Unit as described in Sections 1 and 4, above, there shall be a Special Assessment hereby imposed annually by a resolution of the governing body for Residential Solid Waste Collection and Disposal Service on each residential dwelling, as defined in Section 3, paragraph 30 herein.
2. The fiscal year of the Benefit Unit shall commence on October 1st of each year and end on September 30th. The Board shall annually consider, amend and adopt a budget for each Service Area within the Benefit Unit in a manner similar to that by which the County's several budgets are

considered and adopted.

3. On or before May 1st of each year, each franchised solid waste contractor shall petition the Board for a rate review and adjustment in order that the Board may comply with the assessment procedures as set forth herein. The contractor's authority to exercise its franchise function pursuant to the provisions of this Ordinance and the franchise contract, as may be amended from time to time, is subject to full compliance with the rate review procedure.
4. On or before June 15th of each year, the Board shall deliver to the Lee County Property Appraiser the proper legal description of each service area within the Municipal Service Benefit Unit and on or before July 15th of each year, the Lee County Property Appraiser shall furnish the Board with a copy of a Special Assessment Roll which shall include all properties subject to the Special Assessment as further described in this Ordinance. The Lee County Property Appraiser shall receive a fee for this service to be agreed upon between the Property Appraiser and the Board of County Commissioners as the governing body of the MSBU.
5. Before August 15th of each year, the Board shall hold a public hearing to adopt the Solid Waste Collection and Disposal Special Assessment Rate Resolution incorporating a schedule of annual collection and disposal special assessments which includes the capital costs for the various County solid waste disposal facilities, to be imposed upon the owners of all residential units in the Service Areas of the Benefit Unit. Such

schedule shall provide sufficient revenues to fund the collection, disposal and capital costs for the various Lee County disposal facilities, and for garbage and solid waste management within the Service Areas of the Benefit Unit. Such rates shall be computed as provided for in the separate, several corresponding franchise contracts entered into as authorized in Section 7 herein, and as defined as a Special Assessment.

6. Notice of the public hearing on the rate resolution shall be published by the Board in a newspaper of general circulation at least once, with the first publication being at least ten (10) calendar days prior to the public hearing. Said public hearing may be continued to a date or dates certain, without the necessity of further newspaper advertisements.

SECTION 12. CERTIFICATION OF SPECIAL ASSESSMENT ROLL FOR COLLECTION

Upon adoption by the Board of the Special Assessment as provided for in Section 11, and before September 10th of each year, the Board shall deliver a certified copy of said Special Assessment Roll to the Lee County Tax Collector for collection of the Annual Solid Waste Collection and Disposal Special Assessments. The Annual Solid Waste Collection and Disposal Special Assessment Roll shall contain a summary description of each residential unit within the unincorporated County on the first day of January prior to the fiscal year for which the Annual Collection Special Assessment is to be imposed, the name and address of the owner of each such unit, and the amount of the Annual Collection Special Assessment applicable to that residential unit. The summary description of each residential unit shall be identified by the Florida

Department of Revenue Use Code Numeric Application and in such detail as to permit ready identification of each unit on the Real Property Assessment Roll.

Upon the completion of the preparation of the Annual Solid Waste Collection Special Assessment Roll, and before September 10th of each year, the Board shall, at any regular or special meeting with ten (10) days published public notice, review the Annual Special Assessment Roll prepared by the Lee County Property Appraiser in conformity with the annual Rate Resolution.

The Board shall make such changes, modifications or additions as necessary to conform such roll with the Lee County Solid Waste Collection and Disposal Rate Resolution. If upon the completion of such review, the Board shall be satisfied that the Annual Roll has been prepared in conformity with the Rate Resolution, it shall ratify and conform such Roll, and certify the Assessment Roll to the Lee County Tax Collector for collection, to be duly sent to the affected property owners on or after September 10th of each year.

SECTION 13. COLLECTION OF THE ANNUAL SOLID WASTE COLLECTION AND DISPOSAL ASSESSMENT

1. The Garbage Recycling, and Solid Waste Collection and Disposal Service Assessment shall be imposed against the owners of all residential units for which Certificates of Occupancy are issued by the Lee County Codes and Building Services Department. Until an annual assessment is levied against such residential units in accordance with the procedures as outlined herein, the amount of the assessment shall be calculated and based upon a monthly rate basis which monthly rate shall be one-twelfth

of the Annual Collection Special Assessment set forth in the Rate Resolution for the Service Unit in which the improved property is located. Said Assessment will be due and payable at the time the residential unit receives a Certificate of Occupancy.


2. The Solid Waste Collection and Disposal Service Special Assessment shall be paid in full based upon the monthly rate basis until such time as a full annual Special Assessment can be levied against the improved property. The Special Assessment shall be collected by an agent of the County in a manner designated by the Board. All Special Assessments so collected shall be paid to the County by its designated agent.
3. The agent designated by the County shall notify the Board of all residential units for which a bill becomes delinquent as defined further, herein. All delinquent bills are chargeable against the owners of the residential units and shall constitute and are hereby imposed as liens against all such residential units. The Lee County Attorney shall file with the Clerk of the Circuit Court a lien against said delinquent property. Prior to the filing of such a lien, Lee County shall send by registered mail to the owner of the delinquent property, at least two (2) notices of intent to file such a lien. Until fully paid and discharged or barred by law, said liens shall be equal in rank and dignity to the lien of County ad valorem taxes and other Special Assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the subject real property. The initiation of the annual collection Special Assessment

against the owner of residential units shall not release said owner from his responsibility hereunder.

4. All delinquent annual Special Assessment liens may be enforced at any time by the Board subsequent to the date the annual Special Assessment becomes delinquent for the amount due under such liens or any recorded liens, including all interest, plus costs and reasonable attorney's fee, by proceeding to foreclose such liens in the manner in which a mortgage lien is foreclosed under the Laws of Florida, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of Chapter 173, Florida Statutes, or the collection and enforcement of payment thereof may be accomplished by any other method as authorized by Florida law. It shall be lawful to join in any complaint for foreclosure of any such legal proceedings, any one (1) or more lots or parcels of land that are the subject of such lien or liens.
5. The Solid Waste Collection and Disposal Service Assessment may be placed on the Lee County real property ad valorem tax bill, pursuant to Section 197.3632, Florida Statutes, provided all statutory requirements are fully met and satisfied.

SECTION 14. SCOPE OF ANNUAL SPECIAL ASSESSMENTS AND ASSESSMENT DELINQUENCIES

The annual Special Assessment shall be imposed against the owners of all residential units for Residential Collection, Disposal and Facilities costs in the Service Area, if such residential unit is actually, or is capable of, generating garbage and solid



waste on the first day of January prior to the fiscal year in which the annual Special Assessment is imposed, regardless of the occupancy of such property on said date.

The owner and description of each property shall be that which is designated on the Real Property Assessment Roll maintained by the Property Appraiser of Lee County. The annual Special Assessment shall be imposed with the ratification and certification of the Assessment Roll, and become due and payable as provided by law for Special Assessments collected pursuant to Section 197.3632, Florida Statutes (2004). All delinquent Special Assessments collected by Lee County shall bear interest at the rate of 1% per month or as set forth by Florida Statutes, and if not fully paid with all accrued interest by the due date of the next succeeding Special Assessment payment, shall constitute and are hereby imposed as tax certificates against such property as of the date the Special Assessment becomes delinquent pursuant to law. The non-payment of one entire annual Special Assessment shall constitute a delinquency.

The payment of the annual Special Assessment may be made in a single annual payment or in four equal quarterly installments, with the due dates for payment to be pursuant to law. The single annual payment will be entitled to the discounts as provided for by law if paid in a timely manner, that is, by the due date as designated on the annual Special Assessment Bill.

An Interlocal Agreement with the Lee County Tax Collector for the collection and the disbursement of the annual Special Assessment funds is hereby authorized. This Interlocal Agreement will be executed between the governing body and the Lee County Tax Collector pursuant to law.

SECTION 15. **GOVERNMENT PROPERTY**

If county solid waste service charges levied as Lee County special assessments are imposed against Government Property, the county will provide a separate bill by first class mail to the owner of each affected parcel of Government Property. The bill and accompanying explanatory material shall include (1) a brief explanation of the charges, (2) a description of the methodology used to determine the amount of the charges, (3) the number of units attributable to the parcel, (4) the total amount of the parcel's charges for the appropriate period of time, (5) the location at which payment will be accepted, and (6) the date(s) on which the bill is due.

Service charges levied as Lee County special assessments imposed against Government Property shall be due and paid in a manner similar as other similarly situated property within the improvement area being charged, and, if applicable, shall be subject to the same discounts for early payment.

A bill shall become delinquent if it is not paid within 45 days from the due date. The county will notify the owner of any Government Property that it is delinquent in its bill within 60 days from the date such bill was due. Such notice shall state in effect that the county may initiate in a court of competent jurisdiction, a mandamus or other appropriate judicial action necessary to compel payment.

All costs, fees and expenses, including reasonable attorney fees and title search expenses related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by

the county, including reasonable attorney fees, in the collection of such delinquent service charges and any other costs incurred by the county as a result of such service charges including, but not limited to, costs paid for draws on a credit facility and the same shall be collectable as a part of or in addition to the costs of the action.

As an alternative to the foregoing, service charges imposed against Government Property may be collected on the bill for any other utility service provided to such Government Property. The Board may contract for such billing services with any such utility provider, as appropriate.

SECTION 16. LEVY AND COLLECTION OF SERVICE CHARGES LEVIED AS SPECIAL ASSESSMENTS

The county may retain, and assign such responsibilities to such persons or entities as it deems appropriate to implement the provisions of this Ordinance and to levy and collect the service charges levied as county special assessment for Government Property.

SECTION 17. CORRECTION OF ERRORS AND OMISSIONS

A. Petition To Board:

No act or error, omission or commission on the part of the Property Appraiser, Tax Collector, Board of County Commissioners, Clerk, or their deputies or employees, or other Board designees shall operate to negate the payment of the annual Special Assessments imposed by the Board under the provision of this Ordinance. Provided however, any errors or omissions may be corrected at any time by the officers or party responsible for them in like manner as provided for under this Ordinance for performing such acts in the first place, and when so corrected, they shall be construed as valid ab

initio, and shall in no way affect any process by law for the enforcement of the annual Special Assessments imposed under the provisions of this Ordinance.

The Board shall have the authority, at any time, upon its own initiative or in response to a timely filed petition from any affected owner of property, to correct any error or omission in the adoption of any annual Special Assessment Roll or in the implementation of this Ordinance, including but not limited to, an error in including any property within the scope of this Ordinance and any error in the calculation of the annual Special Assessments imposed against any property.

Any owner of affected real property may petition the Board of County Commissioners to correct any asserted error or omission in relation to his property in the adoption of the annual Special Assessment Rolls or in the implementation of this Ordinance, within thirty (30) days from the date the asserted error took place. Such petition shall be initiated by filing with the Board or its designee, a writing containing the name of the owner, a legal description of the real property affected, a summary description of the asserted error or omission and the relief requested from the Board. Such petition shall be considered subsequently by the Board at any regular or special meeting.

B. Petition To Courts:

Any suit, action or proceeding in a court of competent jurisdiction challenging the validity of any of the provisions of this Ordinance or its amendments, creating the Special Assessment Benefit Unit for the mandatory collection, disposal and management of solid waste, to include the capital costs for the Lee County Solid Waste Management Facilities, or the sufficiency or the regularity or the legality of the creation

and establishment of said unit, the publication or posting of the notice to the public stating the place, date and hour for a public hearing or of any proceeding theretofore taken in connection with the creation and establishment of said Unit, or the levy of the Special Assessments, or both, as provided in this Ordinance or its amendments, shall be commenced within a period of twenty-one (21) days after the filing with the Clerk of the Circuit Court, a copy of this adopted Ordinance, or its amendments, creating and establishing said Unit. After the expiration of this period of limitation, no right of action or defense founded upon the invalidity of any such provisions of this Ordinance, its amendments, resolutions, petitions or proceedings shall be asserted, and no court shall have authority to inquire into any such matters, and no suit, action or proceeding shall be instituted with respect thereto.

SECTION 18. **FAILURE TO INCLUDE PROPERTY ON ANNUAL SPECIAL ASSESSMENT ROLL**

When it shall appear that any annual Special Assessment may have been imposed under this Ordinance against any property, but such property was omitted from the appropriate annual Special Assessment roll, the Board may administratively impose the applicable annual Special Assessment for the service year in which such error is discovered. Such total annual Special Assessment shall become delinquent if not fully paid upon the expiration of ninety (90) days from the date of notice to the affected property owner, and upon becoming delinquent, shall be subject to the interest rates for the delinquent annual Special Assessments as provided in Section 14 of this Ordinance. Further, the total amount of any delinquent Special Assessments shall constitute, and are hereby imposed, as a lien against said delinquent property, which said liens shall be

equal in rank and dignity to the lien of Lee County taxes, and superior in dignity to all other liens, encumbrances, titles and claims in and to or against the delinquent unit. The provisions contained in Section 13 of this Ordinance regarding the preparation and the filing of resolution, of a notice of delinquent lien and satisfaction of lien are applicable to the delinquent Special Assessments as described in this section.

SECTION 19. **ENFORCEMENT OF DELINQUENT ANNUAL COLLECTION SPECIAL ASSESSMENTS**

All delinquent annual Special Assessment liens may be enforced at any time by the Board subsequent to the date the annual Special Assessment becomes delinquent for the amount due under such liens or any recorded liens, including all interest, plus costs and reasonable attorney's fee, by proceedings to foreclose such liens in the manner in which a mortgage lien is foreclosed under the Laws of Florida, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of Chapter 173, Florida Statutes, or the collection and enforcement of payment thereof, may be accomplished by any other method as authorized by Florida law. It shall be lawful to join in any complaint for foreclosure of any such legal proceedings, any one (1) or more lots or parcels of land that are the subject of such lien or liens.

SECTION 20. **RESPONSIBILITIES OF CONTRACTOR AND PROPERTY OWNER FOR GARBAGE AND SOLID WASTE COLLECTION**

The franchised contractor shall collect from, and the property owners shall provide for garbage and solid waste collection, as follows:

- A. Residential Units: Once per week collection each, of garbage, trash, recyclables and horticulture waste at the curb (within six feet of roadway) of

the residence. The customer shall be allowed unlimited pickup, provided all garbage is properly containerized in a garbage receptacle as defined herein. Horticulture waste, as defined herein, placed at the curb, must be no more than six (6) feet in length and weigh less than fifty (50) pounds. Loose, unbundled or untied palm fronds up to fifty (50) pounds in weight may be placed neatly at the curbside for residential pick-up. The property owner shall be responsible for providing the use and maintenance of suitable containers. If the franchise contractor supplies large containers, the franchised contractor is responsible for proper maintenance and replacement of unusable containers with an equivalent container suitable for pick-up. In addition, upon request by the owner of a residential unit, the contractor franchisee shall provide for a separate, scheduled pick-up of bulky waste, white goods, and e-waste, as generated by said residential unit, as defined herein, and such service shall be unlimited as to quantity, size and weight, however, it shall be placed at the curb and shall not include vehicles, hazardous waste or liquid waste. Further, the bulky waste or white goods shall be disassembled, if possible, prior to pick-up by the franchisee. The franchisee shall schedule the pick-up of said unlimited bulky waste or white goods and e-waste within three (3) working days, exclusive of Sundays and holidays, of being requested by the owner of a residential unit for such service. The pick-up of unlimited, bulky waste, white goods and e-waste shall be included in the annual Special Assessment imposed herein, without any additional cost, service charge, fee or tax to be imposed herein, by the Board

or franchisee for such service. If a normal collection day falls on a holiday, then service shall be provided within the next two collection days, in addition to normal collection. All collection under the terms of this Ordinance shall be made in a neat and workmanlike manner and any spillage caused by the franchisee shall be removed by the franchisee. Residential garbage receptacles and debris, including horticultural waste shall not be placed at the curb or on the right-of-way prior to twenty-four (24) hours before the scheduled collection day. All empty receptacles shall be removed from the curb or right-of-way as soon as practicable, and in no event no later than forty-eight (48) hours after collection service. Receptacles placed at the curb prior to twenty-four (24) hours before collection, or not removed within forty-eight (48) hours after collection, will be considered a violation of this provision of the Ordinance and may be prosecuted in accordance with the procedures as described in Section 24 of this Ordinance.

- B. Commercial Property: Commercial solid waste collection shall be performed as follows:
1. Business accounts shall have: at least one (1) solid waste (other than horticulture waste) collection pick-up per week;
 2. Multifamily buildings classified as commercial accounts (to include apartments, condominiums and mobile home parks) shall have:
 - a. at least one (1) solid waste (other than horticulture waste) collection and one (1) recycling pick-up per week; and

- b. may be provided collection services less frequent, as determined by the Solid Waste Division, for those units utilizing a roll off compactor.
3. Commercial establishments that process, prepare and/or serve food products shall have at least two (2) solid waste (other than horticultural waste) collections per week.

Such service shall be provided by commercial containers as defined herein. However, where a customer generates one cubic yard or less per week of garbage and solid waste, a standard garbage receptacle may be utilized. The size of the commercial container and the frequency of collection shall be determined by the customer and the franchisee except as specified herein. However, size of container and frequency of pick-up shall ensure that no garbage or solid waste will be placed outside the commercial container or receptacle at any time. Storage capacity shall be sufficient for the amount of garbage and solid waste generated by the customer between pick-ups. Storage capacity shall be considered to be exceeded if container lids cannot be securely closed. Franchisee shall provide commercial containers as necessary, however, customers may acquire commercial containers from any source, provided that the source or customer is completely responsible for its maintenance in accordance with the requirements as stated herein. Such commercial containers shall be of a type that can be serviced by the franchisee's equipment. If a normal collection day falls on a holiday, then service shall be provided

within the next two days, in addition to normal collection.

SECTION 21. CONTAINER SPACES

Effective immediately, all new construction of multifamily residential developments, and commercial business establishments, shall provide sufficient, on-site space for the placement and servicing of garbage containers or receptacles, and sufficient space for recyclable materials collection containers, white goods, bulky waste, and electronic devices. Such space shall be designated on any proposed development order, building permit application or site development plan building permit application or site development plan and shall be approved by the appropriate Lee County Department prior to issuance of said development order and building permit. Location of the required collection space shall be such that safe access to collection vehicles and users is assured. At a minimum, the following area requirements are required:

Commercial Business Building Area (Sq. Ft.)	Multifamily Developments Units	Minimum area for Garbage Collection (Sq. Ft.)	Minimum Area for Recyclable Collection (Sq. Ft.)
	5-25	120	96
	25+	216 Sq. Ft. (120 + 96) for first 25 units plus 8 Sq. Ft. for each additional dwelling unit.	
0-5,000		60	24
5,001 – 10,000		80	48
10,1001 – 25,000		120	96
25,000+		216 Sq. Ft. (120 + 96) for first 25,000 Sq. Ft. plus 8 Sq. Ft. for each additional 1,000 Sq. Ft.	

Commercial businesses or multifamily development using a compactor for garbage collection shall provide sufficient space for the compactor (including receiver), in addition to the required space for recyclable material collection.

In addition to the space requirements noted above, a minimum overhead

clearance of twenty-two (22) feet, and a minimum opening width of twelve (12) feet, are required. Difficult access and potentials for blockage to the access by service equipment and personnel must be eliminated.

All storage areas/containers shall be established in accordance with County requirements for solid waste enclosures.

SECTION 22. UNLAWFUL COLLECTION OR DISPOSAL OF SOLID WASTE AND RECYCLABLES

No person shall cast, place, sweep or deposit anywhere within unincorporated Lee County, any Solid Waste or Recyclables in such a manner that same may be carried or deposited by elements upon any sidewalk, alley, street, or other public place, provided however, this section shall not prohibit the placement of clean fill upon private land.

No person shall throw, place or deposit, or cause to be thrown, placed or deposited, any Solid Waste or Recyclables of any kind into or on any of the public streets, roads, highways, bridges, alleys, lanes, thoroughfares, waters, canals, or vacant lots or lands. No person shall throw, place or deposit, or cause to be thrown, placed or deposited, any Solid Waste or Recyclables of any kind upon the premises of any other person within the unincorporated area of Lee County, except for processing of horticulture or recoverable materials at a Florida Department of Environmental Protection (FDEP)-approved facility, or as specifically authorized by the Board for the disposal of other solid waste. It is unlawful for any person to collect or transport solid waste (excluding horticultural materials) without first obtaining or holding a Lee County Solid Waste Collection Franchise Agreement and any required permit(s) from Lee

County. All disposal required by this Ordinance shall be done only at a County-designated or approved solid waste facility. It is unlawful for any person to collect or transport Recyclable or recoverable materials from Residential and Multifamily Residential Units without first obtaining or holding a Lee County Solid Waste Collection Franchise Agreement. Notwithstanding the foregoing, an owner of a mobile home or recreational vehicle park (or an employee of such owner acting under the direction of said owner) may self-haul a segregated Recoverable Material to a Recovered Materials Dealer. Recoverable Materials from businesses that are segregated at the business site shall not be considered "Solid Waste".

Note: Properties listed in Exhibit C of this Ordinance are required to contract with the County's franchise collection Contractor for garbage collection but not for certain specific Recyclables as required in this Section 22. The properties listed in Exhibit C may elect to contract with the specific recovered material dealers so indicated in Exhibit C for collection and recycling services for newspaper, cardboard, and aluminum cans.

Absent a Board of County Commissioners-approved agreement to the contrary, no Solid Waste shall be deposited, nor shall a Lee County-designated solid waste facility accept solid waste from any private person residing and conducting business outside of Lee County.

No Hazardous Waste or Biomedical Waste shall be delivered to any Lee County Solid Waste Facility for disposal by any municipality, person or Contractor engaged in the business of collecting and transporting, delivering or disposing of Solid Waste.

Violation of the provisions of this section of the Ordinance may be prosecuted in accordance with the procedures as described in Section 24. of this Ordinance.

SECTION 23. ABATEMENT OF PUBLIC NUISANCE

Curbside placement of garbage or solid waste (i.e., accumulations of refuse, trash, rubbish, abandoned or lost property, hazardous waste, etc.) in a manner not in compliance with this Ordinance constitutes a public nuisance.

The Solid Waste Division and its designees have the power and authority to investigate and enforce the provisions of this Ordinance with respect to all solid waste accumulations constituting a public nuisance. Enforcement action can be taken against a property owner, tenant, or both, as appropriate, in accordance with the procedures as described in Section 24. of this Ordinance.

SECTION 24. ENFORCEMENT ACTION

The Lee County Solid Waste Division, the Division of Codes and Building Services, and the Lee County Sheriff's Office have the concurrent authority and jurisdiction to enforce the provisions of this Ordinance. In addition to the procedures and penalties set forth below, the County also has recourse to any remedies available at law or in equity, including injunctive relief and damages.

1. Civil Action: The County may take civil action to enforce the provisions of this Ordinance in accordance with the following procedures:

- a. Hearing Examiner Process:

The provisions of this Ordinance are enforceable through the Hearing Examiner process in accordance with the procedures as set forth in Chapter 162, Florida Statutes, the Lee County Land Development Code Ch. 2., Art. VII, and Lee County Administrative Code Section 2-14.

b. Citation Process:

The provisions of this Ordinance are enforceable through the citation process in accordance with the requirements as set forth in Chapter 162, Florida Statutes, the Lee County Land Development Code Section 2-430 and Lee County Administrative Code Section 12-5.

c. County Action:

If a public nuisance continues to exist after the property owner and tenant receive notice and an opportunity to abate the violation, the Division can, at the Division Director's discretion, remove the public nuisance. This section does not obligate or require the Director to exercise the discretion to remove a public nuisance nor does it preclude the County from taking additional action against the property owner or tenant.

Once the Director determines County action is appropriate to remove the public nuisance, the Department has the authority to take all reasonably necessary steps to effect the removal. However, the authority or act of removal cannot be construed to require or obligate the County to clear a parcel of land.

After the removal is complete the Division will send the property owner an invoice detailing the County's costs (including administrative and operating costs) to remove the public nuisance.

The invoice will be sent by regular U.S. mail to the property owner at the owner's last known address and demand payment within thirty (30) days of the date of the invoice. If the property owner fails to pay the invoice within thirty (30) days, the County will consider the invoice delinquent and take action to impose a lien against the property. The lien will begin on the date the invoice becomes delinquent and will accrue interest at the legal rate set forth in Florida Statutes.

The Division will prepare a resolution requesting the Board to impose a special assessment against the property in the amount of the delinquent invoice plus interest. The Chair, with full authority of the Board, can execute this Resolution on behalf of the Board to levy a special assessment lien against the property in the amount of the delinquent invoice plus interest. A property owner can pay the special assessment lien in accordance with Section 14 of this Ordinance.

2. Criminal Action:

The County may take criminal action when appropriate to enforce the provisions of this Ordinance in accordance and in conjunction with Florida Statutes.

3. Penalties:

- a. Civil: A violation of this Ordinance may subject the property owner or tenant to a fine of up to \$500.00 per violation. For

purposes of this Ordinance, each day a violation continues to exist constitutes a separate violation.

b. Criminal: A violation of this Ordinance may also constitute a second-degree misdemeanor punishable in accordance with Florida Statutes by:

- (1) a \$500.00 fine,
- (2) up to ten (10) days imprisonment or community service, or
- (3) both fine and imprisonment or community service.

SECTION 25. CONFLICTS OF LAWS

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted Lee County Ordinance or Land Development Code, or Florida Statute, the more restrictive shall apply.

SECTION 26. SEVERABILITY

The provisions of this Ordinance are severable, and it is the intention to confer to the whole or any part of this Ordinance, the powers herein provided for. If any of the provisions of this Ordinance shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the other remaining provisions of this Ordinance. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such an unconstitutional provision not been included therein.

SECTION 27. SUPPLEMENTAL AUTHORITY

Except as expressly provided for in Section 1 above, this Ordinance shall not be

construed as repealing or superseding any Lee County Ordinances and consistent provisions therein, or Florida Statutes or Laws, and shall be construed as providing alternative or supplemental authority for the exercise of all powers granted and provided for therein. This Ordinance shall be read in conjunction with Section 403.706, Florida Statutes, as it may be amended and/or re-numbered from time to time, and Lee County Special Act Chapter 85-447, Laws of Florida (1985), as amended or revised from time to time.

SECTION 28. **EFFECTIVE DATE**

This Ordinance shall take effect immediately upon receipt of official acknowledgment from the Secretary of State of Florida that it has been duly filed with that office.

Commissioner Mann made a motion to adopt the foregoing ordinance, seconded by Commissioner Bigelow. The vote was as follows:

JOHN MANNING	<u>Aye</u>
BRIAN BIGELOW	<u>Aye</u>
RAY JUDAH	<u>Nay</u>
TAMMARA HALL	<u>Aye</u>
FRANK MANN	<u>Aye</u>

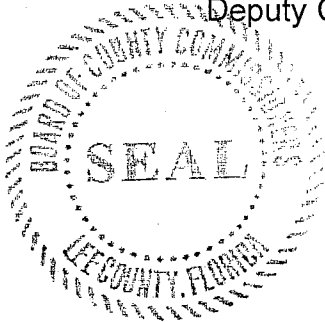
DULY PASSED AND ADOPTED this 15th day of November, 2011.

ATTEST: CHARLIE GREEN
CLERK OF COURT

By: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: J. Manning
Chair



APPROVED AS TO FORM:

By: Scott S. [Signature]
Office of the County Attorney

EXHIBIT "A"

DIVISION OF SOLID WASTE FRANCHISE AREA # 1

DESCRIPTION

**(PORTIONS OF UNINCORPORATED AND INCORPORATED LEE COUNTY,
TOWNSHIP OF FORT MYERS BEACH AND CITY OF BONITA SPRINGS.)**

BEGINNING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 47 SOUTH RANGE 26 EAST, LEE COUNTY FLORIDA; THENCE SOUTH ALONG THE EASTERN LINE OF SECTIONS 13, 24, 25, AND 36, TOWNSHIP 47 SOUTH, RANGE 27 EAST AND SECTION 1 TOWNSHIP 48 SOUTH, RANGE 26 EAST TO THE LEE/COLLIER COUNTY LINE; THENCE WESTERLY ALONG THE LEE/COLLIER COUNTY BOUNDARY TO THE CENTERLINE OF VANDERBILT DRIVE, THENCE NORTHERLY TO THE CENTERLINE OF BONITA BEACH ROAD; THENCE WESTERLY ALONG THE CENTERLINE OF BONITA BEACH ROAD TO A POINT 500 FEET WEST OF THE HIGH TIDE MARK OF THE GULF OF MEXICO; THENCE NORTHWESTERLY ALONG THE SHORELINES OF LITTLE HICKORY ISLAND, BIG HICKORY ISLAND AND LOVERS KEY TO THE WATERS OF BIG SAN CARLOS PASS; THENCE RUN NORTHWEST TO THE SHORELINE OF ESTERO ISLAND; THENCE NORTHWEST ALONG THE SOUTHWEST SHORELINE OF ESTERO ISLAND TO THE WATERS OF ESTERO PASS; THENCE PROCEED SOUTHEASTERLY ALONG THE NORTHEASTERN SHORE OF ESTERO ISLAND TO THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 24 EAST; THENCE PROCEEDING EASTWARD TO THE WESTERLY SECTION LINE OF SECTION 7 TOWNSHIP 47, SOUTH RANGE 25 EAST; THENCE PROCEED SOUTHWARD ALONG THE WESTERLY BOUNDARY OF SECTION 7, TO THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE EASTERLY ALONG THE SOUTHERN BOUNDARIES OF SECTIONS 7, 8, 9,

10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 25 EAST, AND THE SOUTHERN BOUNDARY LINES OF SECTIONS 7, 8, 9, 10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 26 EAST TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

ALL OF WOODSAGE DRIVE RUNNING NORTH FROM SECTION 16, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, AND ALL OF HERON GLEN CT., SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO BE EXCLUDED, HERON POINT CT. RUNNING SOUTH FROM SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST. ALSO ADDISON PLACE CT. RUNNING SOUTH FROM SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST, AND ALSO TUSCANY CT. AND TUSCANY WAY RUNNING SOUTH FROM SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST.

**DIVISION OF SOLID WASTE
FRANCHISE AREA # 2
DESCRIPTION**

**(PORTIONS OF UNINCORPORATED SOUTHWEST LEE COUNTY AND CAPTIVA
ISLAND.)**

EXCLUDING HERE FROM ALL ANNEXED PROPERTIES LYING WITH THE INCORPORATED AREAS OF THE CITY OF FORT MYERS PAST PRESENT FUTURE.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA; THENCE PROCEED NORTHWESTERLY ALONG THE EASTERN EDGE OF MATANZAS/ESTERO PASS TO THE SHORELINE OF BUNCH BEACH; THENCE NORTHWEST ALONG THE EASTERN SHORELINE OF BUNCH BEACH TO PUNTA RASSA; THENCE NORTH AND EAST TO SHELL POINT; THENCE EASTERLY ALONG THE SOUTHERN SHORELINE OF THE CALOOSAHATCHEE RIVER TO THE CENTERLINE OF COLONIAL BLVD (884); THENCE RUN EAST ALONG THE CENTERLINE OF COLONIAL BLVD TO SUMMERLIN ROAD (869); THENCE RUN SOUTHERLY ALONG THE CENTERLINE OF SUMMERLIN ROAD (869) TO GLADIOLUS DRIVE (865); THENCE RUN EAST ALONG THE CENTERLINE OF GLADIOLUS DRIVE (865) TO U.S. 41 (45); THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF U.S. 41 (45) TO A POINT ON THE SOUTHERN SHORELINE OF THE ESTERO RIVER; THENCE WESTERLY AND SOUTHWESTERLY TO THE SHORELINE OF ESTERO BAY; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE SHORELINE OF ESTERO BAY TO THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE WEST TO THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 47 SOUTH, RANGE 24 EAST AND THE POINT OF BEGINNING. AND ALSO, UNINCORPORATED CAPTIVA ISLAND AND THE SPOIL ISLANDS COMPRISING THE SANIBEL CAUSEWAY.

**DIVISION OF SOLID WASTE
FRANCHISE AREA # 3
DESCRIPTION**

(UNINCORPORATED CENTRAL AND SOUTH FT. MYERS, EAST LEE COUNTY)

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE INCORPORATED AREAS OF THE CITY OF FORT MYERS PAST, PRESENT AND FUTURE.

BEGINNING AT THE SOUTHWEST CORNER OF TOWNSHIP 46 SOUTH, RANGE 27 EAST, SECTION 36, LEE COUNTY FLORIDA; THENCE NORTH ALONG THE EAST LINE OF RANGE 27 EAST TO THE CENTER OF STATE ROAD 82; THENCE RUN NORTHWESTERLY ALONG THE CENTERLINE OF STATE ROAD 82 TO THE CENTERLINE OF COLONIAL BLVD (884); THENCE RUN WEST ALONG THE CENTERLINE OF COLONIAL BLVD TO SUMMERLIN ROAD (869); THENCE RUN SOUTHERLY ALONG THE CENTERLINE OF SUMMERLIN ROAD (869) TO GLADIOLUS DRIVE (865); THENCE RUN EAST ALONG THE CENTERLINE OF GLADIOLUS DRIVE (865) TO U.S. 41 (45); THENCE RUN SOUTHEASTERLY ALONG THE CENTERLINE OF U.S. 41 (45) TO A POINT ON THE SOUTHERN SHORELINE OF THE ESTERO RIVER; THENCE WESTERLY AND SOUTHWESTERLY TO THE SHORELINE OF ESTERO BAY; THENCE EASTERLY AND SOUTHERLY ALONG THE SHORELINE OF ESTERO BAY TO THE NORTHWEST CORNER OF SECTION 7 TOWNSHIP 47 SOUTH RANGE 25 EAST; THENCE RUN SOUTH ALONG THE WESTERN BOUNDARY OF SECTION 7 TO THE SOUTHWEST CORNER OF SECTION 7 TOWNSHIP 47 SOUTH RANGE 25 EAST; THENCE PROCEED EASTERLY ALONG THE SOUTHERN BOUNDARIES OF SECTIONS 7, 8, 9, 10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 26 EAST AND THE SOUTHERN BOUNDARY LINES OF SECTIONS 7, 8, 9, 10, 11, AND 12 OF TOWNSHIP 47 SOUTH, RANGE 26 EAST; THENCE PROCEED NORTHERLY

ALONG THE EASTERN BOUNDARIES OF SECTION 12, AND 1, TO THE POINT OF BEGINNING.

AND TOGETHER WITH:

SECTION 30, TOWNSHIP 44 SOUTH, RANGE 25 EAST (KNOWN AS MARAVILLA) AND TO INCLUDE HERON POINT CT., RUNNING SOUTH FROM SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST ALSO SANCTUARY LAKES DR. RUNNING SOUTH FROM SECTION 8, TOWNSHIP 49 SOUTH, RANGE 25 EAST, TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST. ALSO ADDISON PLACE CT. RUNNING SOUTH FROM SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST, TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST AND ALSO TUSCANY CT. AND TUSCANY WAY RUNNING SOUTH FROM SECTION 8, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO SECTION 17, TOWNSHIP 47 SOUTH, RANGE 25 EAST. TO BE EXCLUDED, HERON GLEN CT., SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST.

DIVISION OF SOLID WASTE

FRANCHISE AREA # 4

DESCRIPTION

(UNINCORPORATED ALVA AND EAST LEE COUNTY)

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE INCORPORATED AREA OF THE CITY OF FORT MYERS PAST, PRESENT AND FUTURE.

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY FLORIDA; THENCE RUN WEST ALONG THE NORTHERN BOUNDARY OF TOWNSHIP 43 SOUTH, RANGE 27 AND 26 EAST TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 1, 12, 13, AND 24 OF TOWNSHIP 43 SOUTH, RANGE 25 EAST TO A POINT ON THE SOUTHERN SHORELINE OF THE CALOOSAHATCHEE RIVER; THENCE RUN SOUTHWESTERLY AND WESTERLY ALONG SAID SHORELINE TO A POINT ON THE WEST SIDE OF SECTION 4, TOWNSHIP 44 SOUTH, RANGE 25 EAST; THENCE SOUTH ALONG THE WESTERN EDGE OF SECTION 4, 9, 16, AND 21, TOWNSHIP 44 SOUTH, RANGE 25 EAST TO A POINT ON THE CENTERLINE OF STATE ROAD 82; THENCE RUN SOUTHEASTERLY ALONG STATE ROAD 82 TO A POINT ON THE EASTERN SIDE OF SECTION 36 TOWNSHIP 45 SOUTH, RANGE 25 27 EAST; THENCE RUN NORTH ALONG THE EAST LINE OF TOWNSHIP 45, 44, 43 SOUTH RANGE 27 EAST TO THE POINT OF BEGINNING.

**DIVISION OF SOLID WASTE
FRANCHISE AREA # 5
DESCRIPTION**

(UNINCORPORATED NORTH LEE COUNTY, MATLACHA, PINE ISLAND)

EXCLUDING HEREFROM ALL ANNEXED PROPERTIES LYING WITHIN THE INCORPORATED AREAS OF THE CITY OF CAPE CORAL PAST, PRESENT AND FUTURE.

BEGINNING AT THE NORTHEAST CORNER TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE PROCEED WEST ALONG TOWNSHIP 43 SOUTH, RANGES 25, 24, AND 23 EAST AND TOWNSHIP 43 SOUTH, RANGE 22 EAST TO THE SHORELINE OF CHARLOTTE HARBOR; THENCE FOLLOWING THE SHORELINE OF CHARLOTTE HARBOR AND MATLACHA PASS RUN SOUTHERLY TO THE WATERS OF THE CALOOSAHATCHEE RIVER; THENCE PROCEED EASTERLY AND NORTHEASTERLY ALONG THE NORTHERN SHORELINE OF THE CALOOSAHATCHEE RIVER TO A POINT AT THE EASTERLY EDGE OF SECTION 24, TOWNSHIP 43 SOUTH, RANGE 25 EAST; THENCE PROCEED NORTH ALONG THE EAST LINE OF SECTIONS 24, 13, 12, AND 1, TOWNSHIP 43 SOUTH, RANGE 25 EAST AND THUS TO THE POINT OF BEGINNING.

AND ALSO, ALL OF PINE ISLAND AND LITTLE PINE ISLAND DESCRIBED AS LYING IN SECTIONS 25, 26, 35 AND 36, TOWNSHIP 43 SOUTH, RANGE 21 EAST AND SECTIONS 29, 30, 31 AND 32, TOWNSHIP 43 SOUTH, RANGE 22 EAST AND SECTIONS 3 THROUGH 10, 14 THROUGH 18, 20 THROUGH 29 AND 32 THROUGH 36, TOWNSHIP 44 SOUTH, RANGE 22 EAST AND SECTIONS 1 THROUGH 4, 9, 10, 11, 14, 15 AND 16, 21 THROUGH 28 AND 33 THROUGH 36, TOWNSHIP 45 SOUTH, RANGE 22 EAST AND SECTIONS 1, 2, 3, 10 AND 11, TOWNSHIP 46 SOUTH, RANGE 22 EAST AND SECTION 6, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE

COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS BOUNDED ON THE NORTH BY CHARLOTTE HARBOR, ON THE EAST BY MATLACHA PASS AND SAN CARLOS BAY ON THE SOUTH AND ON THE WEST BY PINE ISLAND SOUND. AND ALSO, ALL OF WEST ISLAND (MATLACHA) AND PORPOISE ISLAND LYING IN SECTION 13, 14, 23, AND 24, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA LYING IN MATLACHA PASS.

DIVISION OF SOLID WASTE
FRANCHISE AREA # 6
DESCRIPTION

THAT PART OF UNINCORPATED LEE COUNTY LYING WITHIN GASPARILLA ISLAND OF CHARLOTTE COUNTY, FLORIDA, AND COMMONLY KNOWN AS BOCA GRANDE.

DIVISION OF SOLID WASTE

FRANCHISE AREA # 7

DESCRIPTION

(OUTER ISLANDS)

CABBAGE KEY

ALL OF GOVERNMENT LOT 2, SECTION 17 AND GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 44 SOUTH, RANGE 21 EAST, LEE COUNTY, FLORIDA ACCORDING TO A PLAT OF A SURVEY BY HORATIO JENKINS, FILED IN 1876 AT THE OFFICE OF THE SURVEYOR GENERAL, TALLAHASSEE, FLORIDA.

CAYO COSTA ISLAND A/K/A LACOSTA ISLAND

AN ISLAND LYING IN SECTIONS 35 AND 36, TOWNSHIP 43 SOUTH, RANGE 20 EAST AND SECTION 31, TOWNSHIP 43 SOUTH AND RANGE 21 EAST AND SECTIONS 1, 2, 12 AND 13, TOWNSHIP 44 SOUTH, RANGE 20 EAST AND SECTIONS 6, 7, 18, 19, 20, 29, 30 AND 32, TOWNSHIP 44 SOUTH, RANGE 21 EAST ACCORDING TO PLATS OF SURVEYS BY HORATIO JENKINS FILED IN 1876, AT THE OFFICE OF THE SURVEYOR GENERAL, TALLAHASSEE, FLORIDA.

USEPPA ISLAND

AN ISLAND LOCATED IN PINE ISLAND SOUTH AND LYING IN GOVERNMENT LOT 2, SECTION 4, TOWNSHIP 44 SOUTH, RANGE 21 EAST, AND GOVERNMENT LOT 1, SECTION 9, TOWNSHIP 44 SOUTH, RANGE 21 EAST ACCORDING TO A PLAT OF SURVEY BY HORATIO JENKINS, FILED IN 1876 AT THE OFFICE OF THE SURVEYOR GENERAL, TALLAHASSEE, FLORIDA.

NORTH "UPPER" CAPTIVA

ALL THAT PART OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 44 SOUTH, RANGE 21 EAST; GOVERNMENT LOTS 1, 2, AND 3, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 21 EAST; GOVERNMENT LOTS 1, 2, 3, 4, SECTION 5, TOWNSHIP

45 SOUTH, RANGE 21 EAST; GOVERNMENT LOT 1, SECTION 8, TOWNSHIP 45 SOUTH, RANGE 21 EAST, GOVERNMENT LOTS 1, 2, 3, AND 4, SECTION 9, TOWNSHIP 45 SOUTH, RANGE 21 EAST; GOVERNMENTS LOTS 1 AND 2, SECTION 15, TOWNSHIP 45 SOUTH, RANGE 21 EAST; GOVERNMENT LOT 1, SECTION 16, TOWNSHIP 45 SOUTH, RANGE 21 EAST, LEE COUNTY, FLORIDA, LYING NORTH OF REDFISH PASS ACCORDING TO A PLAT OF A SURVEY BY HORATIO JENKINS, FILED IN 1876 AT THE OFFICE OF THE SURVEYOR GENERAL, TALLAHASSEE, FLORIDA.

EXHIBIT
"B"

EXHIBIT B

LEE CO. CONTRACT NO. C951232

Agreement No. 94- 262

AMENDED INTERLOCAL AGREEMENT
FOR SOLID WASTE COLLECTION AND DISPOSAL
FROM GASPARILLA ISLAND, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into this 13th day of December, 1994, by and between Lee County, a political subdivision of the State of Florida, and Charlotte County, a political subdivision of the State of Florida.

W I T N E S S E T H

WHEREAS, because Gasparilla Island, Florida, lies partially within Lee County and partially within Charlotte County, Gasparilla Island poses unique problems for the disposal of solid waste collected from the Lee County portion of the Island; and

WHEREAS, Lee and Charlotte Counties have previously recognized the problems associated with the collection and disposal of solid waste from Gasparilla Island by prior resolutions and interlocal agreements; and

WHEREAS, Lee and Charlotte Counties find that it is more effective and cost efficient to allow the disposal of solid waste from the Lee County portion of Gasparilla Island at the Charlotte County Landfill; and

WHEREAS, it is the intent of Lee County to allow Charlotte County the receipt of the value and state credit for all recycled materials from the Lee County portion of Gasparilla Island; and

WHEREAS, it is the intent of Charlotte County to accept solid waste at the Charlotte County Landfill from Lee County as set forth herein; and

WHEREAS, it is the intent of both counties to adopt this Interlocal Agreement; and

WHEREAS, this Interlocal Agreement is authorized by the provisions of Chapters 125, 163 and 403, Florida Statutes; Lee County Solid Waste Management Act; Chapter 85-447, Laws of Florida; Lee County Ordinance 86-14, as amended; and the Charlotte County Code Chapter 4-4, as amended; and

WHEREAS, the parties previously entered into an Interlocal Agreement dated June 27, 1990, and now wish to enter into this Amended and Restated Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, Lee County and Charlotte County hereby agree as follows:

1. Charlotte County shall permit and the Charlotte County Landfill shall accept solid waste from the Lee County portion of Gasparilla Island to be deposited into designated Charlotte County solid waste disposal facilities, except as otherwise stated herein.

2. Lee County, by and through its solid waste collection franchisee, shall have the right to deposit solid waste collected from the Lee County portion of Gasparilla Island into the Charlotte County Landfill. If Charlotte County subsequently establishes an alternate disposal facility, Lee County may choose to direct solid waste collected from the Lee County portion of Gasparilla Island to either the alternate Charlotte County disposal facility or to a Lee County disposal facility. If Lee County elects to dispose of solid waste from the Lee County portion of Gasparilla Island at Lee County disposal facilities, this

Interlocal Agreement shall be of no further force or effect and shall be deemed to be terminated.

3. Lee County shall pay directly to Charlotte County the appropriate Charlotte County solid waste disposal fees to include all surcharges for out-of-county users as amended from time to time during the term of this agreement by Charlotte County for the right to landfill its solid waste from the Lee County portion of Gasparilla Island at the Charlotte County disposal facility. The solid waste disposal tipping fees with surcharges shall be paid by Lee County to Charlotte County on a monthly basis, with payment due within thirty (30) business days of receipt of an invoice from Charlotte County.

4. Lee County, for its citizens residing in the Lee County portion of Gasparilla Island, shall recognize and adopt the adjustments to the solid waste collection and disposal rates and the level of service as set and adjusted by Charlotte County from time to time without need for amendments to this Interlocal Agreement. Said disposal rates shall be provided by Charlotte County to Lee County no later than July 1st of each year. Any solid waste collected from the Lee County portion of Gasparilla Island deposited at the Charlotte County Landfill by Lee County or its franchise hauler, shall meet all Charlotte County requirements for solid waste, including any Charlotte County requirements regarding separation of recycled or other materials from the solid waste stream generally. Charlotte County has the right to refuse any solid waste sought to be deposited by Lee County or any franchise hauler that does not meet Charlotte County's solid waste requirements, to include the franchise hauler for Lee County.

5. Charlotte County shall recognize Lee County's duly authorized franchisee for the collection and delivery, for disposal of solid waste from the Lee County portion of Gasparilla Island.

6. Lee County agrees that Charlotte County shall receive the value and state credit for all recycled materials collected from the Lee County portion of Gasparilla Island to any Charlotte County recycling program if and when implemented at any time during the term of this agreement whether such recycling program be in the form of a mandatory or a voluntary type of program.

7. Lee County agrees to indemnify and hold Charlotte County harmless from any administrative or legal claims for damages to persons or property brought by an individual or governmental entity, which are directly attributable to either the negligence or omissions of Lee County, its agents, franchisees or designees, with respect to the delivery of solid waste from the Lee County portion of Gasparilla Island, to the Charlotte County Landfill. Such indemnification is expressly meant to cover any damages resulting from the delivery of "hazardous waste," as defined in Section 403.703, Florida Statutes (1993), from the Lee County portion of Gasparilla Island by the Lee County Solid Waste Collection franchisee.

Charlotte County will have the burden of affirmatively demonstrating through substantial, competent and objective evidence, that the alleged damage was caused by hazardous waste (as defined) delivered from the Lee County portion of Gasparilla Island.

8. The term of this agreement shall extend uninterrupted from the effective date as first indicated above for a period of

five (5) years, at which time this agreement shall expire unless a new agreement is entered into by the respective Boards of County Commissioners of both counties.

9. This agreement may be terminated by either county, at its convenience, by giving the non-terminating county at least one hundred eighty (180) days' written notice prior to September 30th of any calendar year.

10. This agreement may be amended by the mutual acceptance of any amendments made in writing and signed by both counties. Such amendments shall be incorporated into the body of the original agreement and attached thereto. All provisions of the original agreement shall remain in full force and effect with the exception of the amending language, which shall control.

11. This agreement shall be controlled and interpreted according to the laws, rules and regulations of the State of Florida, Lee and Charlotte Counties.

12. This agreement, including any incorporated exhibits or amendments, constitutes the entire agreement between the parties and shall supersede and replace any and all prior agreements or understandings, either written or oral, relating to the matters herein.

13. Lee County Ordinance No. 86-14, as amended, and Charlotte County Code, Chapter 4-4, as amended, are hereby incorporated by reference into this Interlocal Agreement, in their entirety.

14. If any portion of this agreement shall be found to be invalid by any court of competent jurisdiction, such invalidity shall not extend to any other remaining portions of this agreement.

15. This agreement shall become effective upon the signing of the agreement by both counties and with the appropriate filing with the Clerk of each county.

16. This agreement may be executed in counterparts, with each agreement constituting a binding agreement between Lee County and Charlotte County, upon the acceptance and execution by the respective Board of County Commissioners of each county, as signified below.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: Matthew D. DeBoer
Matthew D. DeBoer, Chairman
12/13/94

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and EX-Officio
Clerk to the Board of County
Commissioners

By: Kella Tenney
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Renee Francis Lee
Renee Francis Lee
County Attorney WPL

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: John E. Miller
Chairman

ATTEST:
Charlie Green, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: David L. Pince
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]

County Attorney

EXHIBIT "C"

MOBILE HOME/RECREATIONAL VEHICLE (MH/RV) PARKS PERMITTED TO USE NON-FRANCHISED COLLECTION CONTRACTORS FOR SPECIFIED RECOVERABLE MATERIALS COLLECTION

MH/RV Park Name	Address	Recoverable Material
American Outdoors	16900 Tamiami Trail Fort Myers, FL 33908	Cardboard, Newspaper
Bayside Estates	17601 San Carlos Blvd Fort Myers Beach, FL 33931	Newspaper, Aluminum
Citrus Park	25501 Trost Blvd Bonita Springs, FL 34135	Newspaper
Corkscrew Woodlands	21600 Corkscrew Woodlands Blvd Estero, FL 33928	Newspaper
Cypress Bend RV	8910 Terrene Ct Ste 200 Bonita Springs, FL 34135	Newspaper, Aluminum
Fountain View RV	18961 N Tamiami Trail Box 302 Fort Myers, FL 33903	Newspaper, Aluminum
IBE Co-op (Imperial Bonita Estates)	27700 Bourbonniere Dr Bonita Springs, FL 34135	Aluminum Newspaper
Indian Creek	17340 San Carlos Blvd. Ft Myers Bch, Fl. 33931	Newspaper, Aluminum
Jamaica Bay	15235 S Tamiami Tr. Ft. Myers, Fl. 33908	Newspaper
Lake Arrowhead	2860 US 41 N North Fort Myers, FL 33917	Newspaper, Aluminum
Laurel Estates	2860 US 41 N North Fort Myers, FL 33917	Newspaper
Leisure Time Park	24400 Tamiami Trail Lot 172 Bonita Springs, FL 34134	Newspaper

Lime Tree Campsites	26341 S Tamiami Tr. Bonita Springs, Fl. 34134	Newspaper, Aluminum
Mobile Manor/Tropicana	16711 McGregor Blvd Fort Myers, FL 33908	Newspaper, Aluminum
Old Bridge Village	14533 Paul Revere Loop North Fort Myers, FL 33917	Newspaper
Palmetto Palms RV Resort	19681 Summerlin Rd Fort Myers, FL 33908	Newspaper, Aluminum
Raintree RV	19250 Tamiami Trail North Fort Myers, FL 33903	Newspaper
Riverwood Plantation	4600 Robt. Lee Blvd. E. Estero, Fl. 33928	Newspaper
Siesta Bay RV Resort	27777 Franklin Rd Ste 200 Southfield, MI 48034	Newspaper, Aluminum
Swan Lake Village	Swan Lake Trailer Park Rental Park JR Jordan Tr 207 Swan Lake Drive North Fort Myers, FL 33917	Newspaper
Tamiami Village	16555 N Cleveland Ave North Fort Myers, FL 33903	Newspaper
Thunderbird MHP	200 Derwent Blvd Fort Myers, FL 33908	Newspaper
Myerlee Gardens	1351 Myerlee Gardens Ave Fort Myers, FL 33919	Newspaper

Note: The above listed MH/RV Parks may contract with Allied Recycling, 3770 Veronica Shoemaker Blvd., Ft. Myers, Fl., Garden Street Iron and Metal, 3350 Metro Pkwy., Ft. Myers, Fl., All Scrap, 2021 Ortiz Ave., Ft. Myers, Fl., SP Recycling, 6180 Federal Ct., Ft. Myers, Fl., and A&D Scrap Materials, Inc., 3066 Cranford Ave., Ft. Myers, Fl.



FLORIDA DEPARTMENT *of* STATE

RICK SCOTT
Governor

DIVISION OF LIBRARY AND INFORMATION SERVICES

KURT S. BROWNING
Secretary of State

November 22, 2011

Honorable Charlie Green
Clerk of the Circuit Courts
Lee County
Post Office Box 2469
Fort Myers, Florida 33902-2469

Attention: Marcia Wilson, Deputy Clerk

Dear Mr. Green:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated November 21, 2011 and a certified copy of Lee County Ordinance No. 11-27, which was filed in this office on November 22, 2011.

Sincerely,

Liz Cloud
Program Administrator

LC/srd

RECEIVED
MINUTES OFFICE
2011 NOV 28 PM 4:09

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250

Telephone: 850.245.6600 • Facsimile: 850.245.6282 • <http://info.florida.gov>
Commemorating 500 years of Florida history www.fla500.com

