



# Town Council Agenda Report

**SUBJECT:** Ordinance

**CONTACT PERSON/NUMBER:** Susan Dean/797-1042

**TITLE OF AGENDA ITEM:** An Ordinance of the Town of Davie, Florida, amending Ordinance 97-70 by amending Article II thereof entitled "Collection and Hauling of Solid Waste"; Amending Article XI thereof entitled "Billing and Collection Practices"; providing for severability; and providing for an effective date.

**REPORT IN BRIEF:** This Ordinance authorizes Council to amend the section of the Franchise Agreement with Waste Management that pertains to Commercial Collections. The Ordinance allows a commercial customer with a small volume of non-putrescent garbage to change their service from twice a week to once a week service utilizing either a 2 cubic yard container or one to three 96 gallon toter carts. It also obligates the customer to place the carts in an accessible location as stipulated in Section 2.2.2 of the current agreement, It also adds the new payment schedule for the 96 gallon carts to "Exhibit D" of the current Franchise Agreement.

**PREVIOUS ACTIONS:**

The Town Council has directed staff to draft this amendment as a result of a Special Meeting on November 15, 2000.

**CONCURRENCES:**

**FISCAL IMPACT:**

Has request been budgeted? no

If yes, expected cost \$N/A

Account Name: N/A

If no, amount needed \$N/A

What account will funds be appropriated from: N/A

Additional Comments:

**RECOMMENDATION(S):**

Motion to approve the Ordinance

**Attachment(s):**

Ordinance  
Exhibit "D"



ORDINANCE \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING ORDINANCE NO. 97-70 BY AMENDING ARTICLE 2 THEREOF ENTITLED "COLLECTION AND HAULING OF SOLID WASTE"; AMENDING ARTICLE XI THEREOF ENTITLED "BILLING AND COLLECTION PRACTICES"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 97-70 was adopted by the Town Council on the 10th day of December, 1997 approving the renewal of the "Agreement for Collection and Disposal of Solid Waste and Recyclable Materials" between the Town of Davie and Southern Sanitation Service, a division of Waste Management, Inc. of Florida; and

WHEREAS, Section 18.5 of the "Agreement for Collection and Hauling of Solid Waste and Recyclable Materials" entitled "Waivers, Extensions, Modifications and Amendments" requires that no amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties; and

WHEREAS, the Town Council of the Town of Davie finds that it is in the best interest of business operators located within the Town to modify the Agreement to allow businesses which generate a small quantity of trash to have once per week pickup rather than not less than twice per week pickup under certain conditions;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. Article II, Collection and Hauling of Solid Waste, is modified by insertions and deletions to Section 2.2. Commercial Collections. Section 2.2.1 is modified as follows:

2.2.1. Waste Management shall furnish to each Containerized Customer the number and size of Commercial Containers requested by such Containerized Customer, provided that such Commercial container or Containers shall be sufficient in number and capacity to hold a four days accumulation of Solid Waste generated by such Containerized Customer. Waste Management shall collect all Solid Waste generated by each Containerized Customer on at least two non-consecutive days during each calendar week (collectively "Scheduled Commercial Collection Day"). There shall be at

least two intervening days between the first and second Scheduled Commercial Collection Days in any calendar week, unless an agreement is made for more or less than two weekly collections. Scheduled Commercial Collection Days for respective customers shall be made on the same days of each calendar week, unless a change in the Scheduled Commercial Pick-Up Days is made pursuant to Section 13.3.. The Town reserves the right to require Waste Management to make more than two collections of Solid Waste per week from any Containerized Customer, if the Town determines, in its sole discretion, that health or sanitary conditions require more frequent collection (“Additional Commercial Collections”). It shall be the obligation of the Containerized Customer to pay Waste Management at the same rate for Additional Commercial Collections to the same extent that it is the Containerized Customer’s obligation to pay Scheduled Commercial Collections. ~~Containerized Customers who use commercial cans may place no more than three (3) Approved Containers of no more than 33 gallons or 40 pounds out for collection on a Scheduled Collection Day.~~ A customer and Waste Management may jointly decide that due to a lack of volume of garbage (less than 2 cubic yards per week) and the garbage at that facility is non-putrescent, that twice per week collection is not required. Once per week collection shall be made utilizing either a 2 yard container or one to three 96 gallon toter carts. The Town reserves the right to require, in its sole discretion, that any Containerized Customer use a Commercial Container instead of any Approved Container and to specify the minimum size and number of such Commercial Containers. An approved container (96 gallon cart) customer shall have the obligation to place the container carts in an accessible location pursuant to Section 2.2.2, and such carts shall be under the care and custody of the customer as set forth in Section 2.9.

SECTION 3. Exhibit “D”, Schedule of Charges, of Ordinance No. 97-70 is amended by adding a monthly container maintenance fee for once per week collection for a 2 yard container or alternatively one to three 96 gallon carts. The base rate for theabove referenced services are found in “Exhibit D.”

SECTION 4. The appropriate Town officials are authorized to execute same on behalf of the Town of Davie and to take all necessary action to effectuate the agreement.

SECTION 5. All Ordinances or parts of Ordinances in conflict herewith are to the extent of such conflict hereby repealed.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

SECTION 7. This Ordinance shall take effect immediately upon its passage and adoption.

PASSED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2000

PASSED ON SECOND READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

**EXHIBIT "D"**

**SCHEDULE OF CHARGES**

**CONTRACT RATES FOR 96 GALLON CONTAINERS**

**R(4-96 gallon carts equal 1-2 yard container)**

<b><u>96 gallon carts</u></b>	<b><u>Times per week</u></b>	<b><u>cost</u></b>
<u>1-96 gallon cart,</u>	<u>1 time per week</u>	<u>\$39 per month</u>
<u>2-96 gallon cart,</u>	<u>1 time per week</u>	<u>\$64 per month</u>
<u>3-96 gallon cart,</u>	<u>1 time per week</u>	<u>\$89 per month</u>
<u>1-96 gallon cart,</u>	<u>2 times per week</u>	<u>\$78 per month</u>
<u>2-96 gallon cart,</u>	<u>2 times per week</u>	<u>\$128 per month</u>
<u>3-96 gallon cart,</u>	<u>2 times per week</u>	<u>\$178 per month</u>
<u>1-96 gallon cart,</u>	<u>3 times per week</u>	<u>\$117 per month</u>
<u>2-96 gallon cart,</u>	<u>3 times per week</u>	<u>\$192 per month</u>
<u>3-96 gallon cart,</u>	<u>3 times per week</u>	<u>\$267 per month</u>

**All rates include the Franchise fee (12.5%), container maintenance fees and roll out fees.**