

R5 T AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 90, ENTITLED "SOLID WASTE," (A) BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING "SECTION 90-2," ENTITLED DEFINITIONS," TO INCORPORATE DEFINITIONS FOR "C&D HAULER," "C&D COLLECTION PERMIT," "C&D CONTAINER," "C&D CONTAINER PERMIT," "CONTAINER PERMIT," "ON-STREET COLLECTION CITY FEE" AND "OFF-STREET COLLECTION CITY FEE" AND TO REMOVE THE DEFINITION OF "ROLLOFF CONTRACTOR"; AND (B) BY AMENDING ARTICLE IV, ENTITLED "PRIVATE WASTE CONTRACTORS," BY AMENDING DIVISION 4, ENTITLED "SPECIALTY CONTRACTORS," BY AMENDING SUBDIVISION II, ENTITLED "ROLLOFF/PORTABLE WASTE CONTAINER CONTRACTORS," BY AMENDING ITS TITLE AND SECTIONS 90-276 - 90-278 TO CLARIFY THE CIRCUMSTANCES UNDER WHICH A PERMIT (AND PAYMENT OF THE PERCENTAGE OF GROSS RECEIPTS) IS REQUIRED FROM THOSE INDIVIDUALS AND ENTITIES ENGAGED IN THE COLLECTION AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND/OR BULKY WASTE IN THE CITY, AND PROVIDING LIMITED EXEMPTIONS FROM OBTAINING PERMITS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

Applicable Area:



COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Eric Carpenter, City Manager

DATE: November 20, 2024 10:55 a.m. Second Reading Public Hearing

TITLE: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 90, ENTITLED "SOLID WASTE," (A) BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING "SECTION 90-2," ENTITLED DEFINITIONS," TO INCORPORATE DEFINITIONS FOR "C&D HAULER," "C&D COLLECTION PERMIT," "C&D CONTAINER," "C&D CONTAINER PERMIT," "CONTAINER PERMIT," "ON-STREET COLLECTION CITY FEE" AND "OFF-STREET COLLECTION CITY FEE" AND TO REMOVE THE DEFINITION OF "ROLLOFF CONTRACTOR"; AND (B) BY AMENDING ARTICLE IV, ENTITLED "PRIVATE WASTE CONTRACTORS," BY AMENDING DIVISION 4, ENTITLED "SPECIALTY CONTRACTORS," BY AMENDING SUBDIVISION II, ENTITLED "ROLLOFF/PORTABLE WASTE CONTAINER CONTRACTORS," BY AMENDING ITS TITLE AND SECTIONS 90-276-90-278 TO CLARIFY THE CIRCUMSTANCES UNDER WHICH A PERMIT (AND PAYMENT OF THE PERCENTAGE OF GROSS RECEIPTS) IS REQUIRED FROM THOSE INDIVIDUALS AND ENTITIES ENGAGED IN THE COLLECTION AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND/OR BULKY WASTE IN THE CITY, AND PROVIDING LIMITED EXEMPTIONS FROM OBTAINING PERMITS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission (City Commission) approve the Resolution on Second Reading Public Hearing.

BACKGROUND/HISTORY

The City of Miami Beach Code of Ordinances (City Code) currently regulates the activities of "rolloff contractors", who are specialty contractors involved in the removal of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse. Rolloff contractors are required to obtain a Business Tax Receipt (BTR) pursuant to Section 90-276 of the City Code as it now exists, obtain and pay for a rolloff permit, pursuant to Sections 90-276 - 90-277 of the City Code, and pay rolloff fees in the amount of 20% of gross receipts (Rolloff Fees) for rolloff services provided within the City, pursuant to Sections 90-278(a) & (b) of the City Code.

As part of routine audits verifying that the City has received amounts due from permittees, questions have arisen concerning the definition of a "rolloff" (and, relatedly, what is not a "rolloff"), as well as the definition of a "rolloff container" (and, relatedly, what is not a "rolloff container"), as well as the overall framework associated with the collection and disposal of construction and demolition debris. A significant loss of revenue to the City has resulted from the current framework in Sections 90-276 - 90-278, which address the removal of construction and demolition debris.

The current framework is susceptible to manipulation to avoid the payment of fees to the City for the collection and removal of tons of construction and demolition debris.

At the July 26, 2024 Finance and Economic Resiliency Committee (FERC) meeting, the item was discussed with proposed amendments to Sections 90-276 – 90-278 of the City Code (Attachment A). The amendments clarify the circumstances under which a rolloff permit (and payment of the percentage of gross receipts) is required from those individuals and entities engaged in demolition and/or removal of construction debris and/or bulky waste in the City and providing limited exemptions from obtaining a rolloff permit.

Upon conclusion of the discussion, FERC members made a motion to move the item to the City Commission with a favorable recommendation to proceed with the proposed amendments to Sections 90-276 - 90-278 of the City Code, addressing the removal of construction and demolition debris, except for the sentence under Section 90-278 (3) that reads "confined to a single unit" (this sentence was to be removed). Additional amendments were welcomed between First and Second Reading as per the motion, however, no other amendments were made.

On September 11, 2024, the City Commission approved the Ordinance on First Reading, and scheduled a Second Reading Public Hearing for October 30, 2024, however not heard on this date. It will be heard instead on November 20, 2024.

CONCLUSION

It is in the best interest of the City to amend Sections 90-276 - 90-278 to capture all construction and demolition debris removal and disposal activity. As such, the Administration recommends approving the Resolution on Second Reading Public Hearing at the November 20, 2024 City Commission meeting.

Does this Ordinance require a Business Impact Estimate? Yes
(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on: 10/11/2024
See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notice/>

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

Yes

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Public Works

Sponsor(s)

Commissioner Tanya K. Bhatt

Condensed Title

10:55 a.m. 2nd Rdg, Ch. 90, Solid Waste, Clarify Circumstances Under when Permit is Required. (Bhatt) PW

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF MIAMI BEACH, BY AMENDING CHAPTER 90, ENTITLED "SOLID WASTE," (A) BY AMENDING ARTICLE I, ENTITLED "IN GENERAL," BY AMENDING "SECTION 90-2," ENTITLED "DEFINITIONS," TO INCORPORATE DEFINITIONS FOR "C&D HAULER," "C&D COLLECTION PERMIT," "C&D CONTAINER," "C&D CONTAINER PERMIT," "CONTAINER PERMIT," "ON-STREET COLLECTION CITY FEE" AND "OFF-STREET COLLECTION CITY FEE" AND TO REMOVE THE DEFINITION OF "ROLLOFF CONTRACTOR"; AND (B) BY AMENDING ARTICLE IV, ENTITLED "PRIVATE WASTE CONTRACTORS," BY AMENDING DIVISION 4, ENTITLED "SPECIALTY CONTRACTORS," BY AMENDING SUBDIVISION II, ENTITLED "ROLLOFF/PORTABLE WASTE CONTAINER CONTRACTORS," BY AMENDING ITS TITLE AND SECTIONS 90-276 - 90-278 TO CLARIFY THE CIRCUMSTANCES UNDER WHICH A PERMIT (AND PAYMENT OF THE PERCENTAGE OF GROSS RECEIPTS) IS REQUIRED FROM THOSE INDIVIDUALS AND ENTITIES ENGAGED IN THE COLLECTION AND DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS AND/OR BULKY WASTE IN THE CITY, AND PROVIDING LIMITED EXEMPTIONS FROM OBTAINING PERMITS; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City Code currently regulates the activities of "rolloff contractors," who are specialty contractors involved in the removal of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse; and

WHEREAS, rolloff contractors are required to obtain a Business Tax Receipt ("BTR") pursuant to Section 90-276 of the City Code as it now exists, obtain and pay for a rolloff permit, pursuant to Sections 90-276 to 90-277 of the City Code, and pay rolloff fees in the amount of 20% of gross receipts ("Rolloff Fees") for rolloff services provided within the City, pursuant to Sections 90-278(a) &(b) of the City Code; and

WHEREAS, as part of routine audits verifying that the City has received amounts due from permittees, questions have arisen concerning the definition of a rolloff (and, relatedly, what is not a rolloff), as well as the definition of a rolloff container (and, relatedly, what is not a rolloff container), as well as the overall framework associated with the collection and disposal of construction and demolition debris; and

WHEREAS, a significant loss of revenue to the City has resulted from the current framework in Sections 90-276 through 90-278, which address the removal of construction and demolition debris; and.

WHEREAS, the current framework is susceptible to manipulation to avoid the payment of fees to the City for the collection and removal of tons of construction and demolition debris; and

WHEREAS, it is in the best interest of the City to amend Sections 90-276 to 90-278 to capture all construction and demolition debris removal and disposal activity.

NOW, THEREFORE, BE IT DULY ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. That Section 90-2, entitled "Definitions" of Article I, entitled "In General," and Sections 90-276, 90-277 and 90-278 entitled "Permit Required," "Permits Required," and "Fees and requirements; penalties for non-payment," respectively, of Subdivision II, entitled "Rolloff/Portable Waste Container Contractors," of Division 4, entitled "Specialty Contractors," of Article IV, entitled "Private Waste Contractors," of Chapter 90 entitled "Solid Waste," of the Code of the City of Miami Beach are hereby amended as follows:

Chapter 90

SOLID WASTE

* * *

ARTICLE I. IN GENERAL

* * *

Sec. 90-2. Definitions.

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

Agent or registered agent means a person registered with the city's code compliance department and designated by the property owner to administer and manage a property.

Apartment building means a building with or without resident supervision occupied or intended to be occupied by more than two persons, or families, living separately with separate cooking facilities in each unit. For purposes of this chapter, this particular definition shall include a condominium or cooperative building, but not a duplex.

Apartment unit means a room or group of rooms occupied or intended to be occupied as separate living quarters by one or more persons, or a family, containing

independent cooking facilities. For purposes of this chapter, this definition shall include a condominium unit or cooperative unit, but not a duplex.

Biohazardous waste means any solid waste that may present a threat of infection to humans. The term includes, without limitation, nonliquid human tissue and body parts; laboratory and veterinary waste containing human-disease-causing agents; used disposable sharps; human blood, human blood products, and any bodily fluids; and other materials representing a significant risk of infection to persons.

Biohazardous waste contractor means a private waste contractor who collects and disposes of biohazardous waste.

Building department director means the city's building official, appointed by the city manager to administer and enforce the Florida Building Code in the city. This definition also includes the building official's designee(s) working under his/her supervision.

Bulky waste means large item(s) of household refuse, including, without limitation, appliances, furniture, accumulations from major tree cutbacks (exceeding ten inches in diameter and four feet in length), large crates, and like articles.

Business tax shall have the same meaning ascribed in section 102-356.

Business tax receipt shall have the meaning ascribed to the word "receipt" in section 102-356.

C&D collection contractor means a private waste contractor licensed by the city that performs the services of collecting and disposing of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse.

C&D collection permit means the permit required to be obtained pursuant to section 90-276 to perform the services of collecting and disposing of construction and demolition debris or large quantities of trash from any premises within the city limits, whether or not a C&D container is used.

C&D container means any dumpster, portable container, rolloff or rolloff container used primarily for construction and demolition debris.

~~*C&D container permit* means the permit required to be obtained pursuant to section 90-277 to place or locate a C&D Container anywhere in the city, whether on private or public property, including any city right of way.~~

C&D hauler means a private waste contractor licensed by the city that performs the services of collecting and disposing of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse. The term includes, but is not limited to, rolloff container and grapple service contractors, general contractors (and their subcontractors), and other persons engaged in the collection or disposal of construction, whether regularly or from time to time.

Commercial establishment means an establishment dealing in an exchange of goods or services for money or barter. For purposes of this chapter, the term shall include churches, synagogues and schools.

Commercial refuse means all solid waste produced by commercial establishments.

Condominium unit means the same as "apartment unit."

Construction and demolition debris means discarded material generally considered not to be water-soluble or hazardous, including, without limitation, steel, concrete, glass, brick, asphalt roofing material, or lumber from a construction or demolition project. Commingling construction and demolition debris with any amount of other types of solid waste will cause it to be classified as other than construction and demolition debris.

Cooperative unit means the same as "apartment unit."

Dumpster means a container used in the waste industry, and approved for use in the city by the city manager, with a tight fitting top and a minimum capacity of one-half cubic yard or between 100 and 133.3 gallons. For purposes of this chapter, compact containers shall also be considered dumpsters.

Duplex means a detached building, divided horizontally or vertically, and designed as two separate units to be occupied by one or more persons, or families, each living separately, with separate kitchens in each housekeeping unit.

Dwelling means a building or portion thereof designed or used for residential occupancy.

Dwelling unit means a room or group of rooms occupied or intended to be occupied as separate living quarters by one or more persons, or a family.

Franchise waste contractor means a private waste contractor, approved pursuant to section 90-221 et seq., who enters into a franchise agreement with the city for the collection and disposal of solid waste in the city, and who pays a percentage of its gross earnings to the city pursuant to this chapter.

Front yard means an open area extending the full width of the lot between the main building and the front lot line.

Garbage means every refuse accumulation of animal, fruit, vegetable or organic matter that attends the preparation, use, cooking and dealing in or storage of meats, fish, fowl, fruit or vegetables, and decay, putrefaction and the generation of noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects.

Garbage can or container means a container which has been approved for use in the city by the city manager, made of galvanized metal, durable plastic or other suitable material of a capacity not less than ten gallons but not to exceed 30 gallons for collection of solid waste awaiting pickup and disposal. Such can or container shall have two handles upon the sides thereof, or a bail, by which it may be lifted, and shall have a tightening solid top.

Garbage facility includes garbage can or container, dumpster and trash container.

Garbage storage facility means a structure enclosed on the bottom and all sides (except the top), which may be open or closed, constructed of solid material, and having sufficient capacity to hold all garbage facilities required for a particular establishment including, without limitation, an apartment building or other multifamily residence, duplex, hotel, and/or a commercial establishment.

Garden means a piece of ground used for the growing of fruits, flowers, or vegetables; a well-cultivated region (e.g. a lawn).

Garden trash means all accumulation of lawn, grass or shrubbery cuttings or clippings and leaf rakings, free of dirt, rock, large branches, and bulky or noncombustible materials, which can be containerized.

Gardener means a person whose business or occupation is the making or tending of gardens.

Grapple service means the use of a claw-like device such as, but not limited to, bobcats, self-loaders, loaders, and backhoes, to pick up construction and demolition debris; large quantities of trash (e.g. rubbish); and bulky waste; but not garbage or commercial refuse, and place it into a truck for disposal.

Grapple service contractor means a private waste contractor who performs grapple service.

Hazardous waste means any solid waste, which, because of its quality, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed.

Hazardous waste contractor means a private waste contractor who collects and disposes of hazardous waste.

Hotel means a building with ten or more dwelling units in which the majority of the dwelling units do not contain kitchens and which is licensed as a hotel.

Industrial waste means any solid waste generated by construction, land clearing, excavating of structures, roads, streets, sidewalks or parkways, and including, without limitation, waste collected for recycling, and oil, grease and petroleum.

Kitchen means a facility for preparing food containing, at a minimum, a sink with running water, a stove, and a refrigerator.

Landscape firm means a business entity engaged in planning to change or changing the natural scenery of a place for a desired purpose or effect. This definition includes state licensed and unlicensed landscape architects, landscape contractors, and landscape maintenance businesses.

Licensee means any person, which includes, without limitation, a corporation, partnership, sole partnership, limited liability corporation, or other business entity engaged in the business of removing, transporting or disposing of solid waste or recyclable materials in the city, and which is duly licensed by the city as provided for by this chapter.

Manager means the same as "operator."

Multifamily residence means a building occupied or intended to be occupied by two or more families living separately, with separate kitchens in each unit.

Occupant means any person using or having actual possession of any structure, building, lot, or premises, or part thereof.

Offense means a notice of violation that has not been appealed timely or a finding of a violation by a special magistrate following the appeal of a violation.

Off-street C&D collection fee means the fee payable to the city in accordance with Section 2-378(2) for the right to engage in the collection and disposal of construction and demolition debris when the C&D container is not located on the right-of-way or when there is no C&D container.

On-street C&D collection fee means the fee payable to the city in accordance with Section 2-378(1) for the right to engage in the collection and disposal of construction and demolition debris when a C&D container is located on the right-of-way.

Operator or *manager* means any person who has control or use of or is in charge of, or has responsibility for, the care of any structure, building, lot, or premises, or part thereof.

Owner means any person who individually, or jointly or severally with others, holds the legal or beneficial title to any structure, building, lot, or premises (or part thereof), as well as to any facilities or equipment subject to the provisions of this chapter. For purposes of this chapter, the term shall also include an owner's duly authorized agent, a purchaser, devisee, fiduciary, property holder, or any other person having a vested or contingent interest; in the foretold, or, in the case of a lease, the legal holder of the lease, or his legal representative. It is further intended that for purposes of this chapter the term shall also be construed as applicable to the person responsible for the construction, maintenance and operation of a structure, building, lot, premises, facilities, or equipment involved.

Parkway means that area between the edge of the street and the adjacent property line, excluding that area occupied by the sidewalk.

Portable container means a dumpster, rollaway, or similar container designed for mechanized collection.

Premises means real property and includes any buildings or structures thereon.

Private waste contractor means any person engaged in the business of collection and disposal of solid waste within the city limits that has been approved and permitted by the city to perform such service including, without limitation, issued a current business tax receipt by the city to conduct such activity (or perform such service).

Recyclable materials means those materials capable of being recycled and which would otherwise be processed or disposed of as solid waste. Any recyclable material mixed with solid waste shall be considered to be solid waste.

Recycling means any process by which recyclable materials are collected, separated, or processed to be reused or returned to use in the form of raw materials or products.

Recycling container means a container approved by the city manager for collection of recyclable material by a recycling contractor.

Recycling contractor means a private contractor licensed by the city and state who collects recyclable materials and transports same to a state- or county-licensed recycling facility for processing. Recycling contractors must provide their customers with a separate recycling container for recyclable materials.

Regulated stash area means a disposal site which is either operated by the city or, if approved by the city commission, by a private waste contractor, where trash (e.g. rubbish) may be deposited.

Residential refuse means all garbage and trash (e.g. rubbish) originating in a dwelling or single-family residence.

Restaurant means a commercial establishment maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or about the premises, or a commercial establishment where prepared food is called for, delivered to, or taken out by customers.

Rolloff means a container with a minimum capacity of ten cubic yards designed to be transported by a motorized vehicle.

Rolloff compaction container means a rolloff designed to hold or receive compacted garbage or trash.

Rolloff container means a metal container, compacted or open, approved by the city manager, that is designed and used by rolloff C&D haulers ~~contractors~~ for the collection and disposal of construction and demolition debris; large quantities of trash; and/or bulky waste; but not garbage or commercial refuse.

~~*Rolloff contractor* means a private waste contractor licensed by the city who uses rolloff containers for the collection and disposal of construction and demolition debris and/or large quantities of trash and/or bulky waste, but not garbage or commercial refuse.~~

Roominghouse means a building which is issued a business tax receipt by the city as a roominghouse or boardinghouse, containing less than ten dwelling units, and in which the majority of the dwelling units do not contain kitchens.

Rubbish or trash means refuse accumulations of paper, excelsior, rags, wooden or paper boxes or containers, sweepings and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of stores, offices, and other places of business; and any bottles, cans or other containers, which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. Rubbish shall not include industrial waste.

Side yard means an open area between a building and the adjacent side of the lot, and extending from the front yard to the rear yard.

Single-family residence means a detached building designed for or occupied exclusively by one person or one family.

Single-family waste contractor means a private waste contractor who contracts with the city to provide solid waste collection and disposal service to single-family residences.

Single-stream recycling means a process by which certain recyclable materials are mixed together instead of being sorted into separate recycling containers in the collection process.

Solid waste includes bulky waste, commercial refuse, garden trash, tree and shrubbery, garbage, refuse, rubbish, special handling trash, trash, hazardous waste, biohazardous waste, industrial waste, residential refuse, white goods, or other discarded material, including solid, liquid, semisolid, or contained gaseous material, resulting from domestic, industrial, commercial, mining, or agricultural operations.

Special handling garden trash means accumulation of tree branches, tree limbs, parts of trees, bushes and shrubbery over ten inches in diameter; which does not exceed four feet in length, and is too large to be containerized or bundled and tied.

Special handling wastes means wastes that can require special handling and management, including, without limitation, white goods, furniture, mattresses, and other bulky items of household trash; oils; whole tires; lead-acid batteries; and hazardous and biohazardous wastes; but excluding special handling garden trash.

Structure means anything constructed or erected so that its use requires permanent location on the ground.

Substantial rehabilitation means rehabilitation the cost of which exceeds 50 percent of the replacement value of the structure, as determined by the county property appraiser's office.

Townhouse means a single-family dwelling unit attached to a grouping of same on one building site, with each having separate ingress and egress facilities.

Trash means the same as "rubbish."

Trash container means any container used for temporary storage of trash (e.g. rubbish) approved by the city manager, but excluding garbage cans.

Tree and shrubbery trash means an accumulation of tree branches, tree limbs, parts of trees, bushes and shrubbery up to three inches in diameter but which does not exceed four feet in length, and which is too large to be containerized or requiring to be bundled and tied.

White goods mean discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

ARTICLE IV. PRIVATE WASTE CONTRACTORS

* * *

DIVISION 4. SPECIALTY CONTRACTORS

* * *

SUBDIVISION II. CONSTRUCTION AND DEMOLITION DEBRIS HAULERS

* * *

Sec. 90-276. Permit required.

(a) Except as provided elsewhere in this chapter, no C&D hauler or other person shall engage in the business of removing or disposing of construction and demolition debris or large quantities of trash from any premises within the city limits, whether or not a C&D container is used, without first securing a C&D collection permit for such activities from the city by:

(1) Paying the business tax receipt amount as set forth in chapter 18. However, franchise waste contractors shall not be required to obtain a separate business tax receipt to service rollofs or portable containers within the city;

(2) Paying an annual C&D collection permit fee in the amount of \$1,000.00 to cover the city's annual administrative and processing costs. The rate in appendix A pertaining to this subsection will be administratively adjusted annually by the city manager, effective October 1 of each year, to reflect increases in the Consumer Price Index for the Miami-Fort Lauderdale-West Palm Beach, Florida area, pursuant to subsection 1-15(b) of the City Code; and

(3) ~~Showing~~ Providing proof of insurance, as required in section 90-196.

(4) Each C&D hauler shall also pay the applicable fees set forth in Section 90-278 based on monthly gross receipts.

(5) Failure to secure a C&D collection permit by October 1 of each year (except that a C&D hauler that only commences to provide services after October 1 shall be required to secure the C&D collection permit by or before the date it commences to provide services) will result in penalty of \$5,000.00.

(b) All C&D haulers or persons providing C&D removal services for any project involving new construction or the demolition of an existing structure shall obtain a separate, site-specific C&D collection permit for each project involving new construction or the demolition of an existing structure. Such permit shall be prominently posted at the job site at the same location that other permits are maintained for inspection for the duration of the project. The cost for such site-specific permit for new construction and/or demolition projects shall be \$100.00 to cover the city's annual administrative and processing costs. The rate in appendix A pertaining to this subsection will be administratively adjusted annually by the city manager, effective October 1 of each year, to reflect increases in the Consumer Price Index for the Miami-Fort Lauderdale-West Palm Beach, Florida area, pursuant to subsection 1-15(b) of the City Code. Each C&D hauler shall also pay the applicable fees set forth in Section 90-278 based on monthly gross receipts in respect of the project concerned. Failure to obtain a site-specific permit for a project involving new construction or the demolition of an existing structure will result in a penalty of \$1,000.00. The property owner shall be responsible to ensure that a site-specific C&D collection

~~permit has been obtained and shall be jointly and severally liable with the C&D hauler or other persons providing C&D removal services for the payment of any fees.~~

Sec. 90-277. C&D container permits ~~Permits required.~~ Reserved.

~~No rolloff container, dumpster or portable C&D container shall be placed or located within the city without a C&D container permit from the city. Failure to obtain a C&D container permit will result in a penalty of \$1,000.00 per location. No C&D container permit for C&D rolloff containers, dumpsters, or portable containers shall be issued to a rolloff C&D collection contractor unless the requirements in section 90-276 have been met.~~

Sec. 90-278. Fees and requirements; penalties for non-payment.

~~The permit fees and requirements for rolloff container and grapple service contractors shall be as follows: C&D haulers and other persons engaged in the collection or disposal of construction and demolition debris with or without a grapple service, with or without the use of C&D containers, using dump trucks, trailers of any kind, or any other heavy equipment are required to obtain a C&D collection permit pursuant to section 90-276 and shall submit 20 percent of their gross monthly receipts as set forth below:~~

~~(1) On-street C&D collection permit fee. When the rolloff C&D container is to be located on the street, the on-street C&D collection permit fee shall be 20 percent of the contractor's total monthly gross receipts for the month in which the C&D collection permit was issued and every month thereafter that the permit is valid for so long as construction and demolition debris collection and removal services are being provided within the city. Four barricades with flashing lights shall be posted. In addition, when the rolloff C&D container is to be located in parking meter spaces, an additional fee shall be due, as set forth in appendix A, per meter, per day.~~

~~(2) Off-street C&D collection fee. When the rolloff C&D container is to be located on private property or when there is no C&D container, the permit off-street C&D collection fee shall be 20 percent of the contractor's total monthly gross receipts for the month in which the C&D collection permit was issued and every month thereafter that the permit is valid for so long as construction and demolition debris collection and removal services are being provided within the city.~~

~~(3) Collection fee exceptions. The following shall be exempt from obtaining a site-specific C&D collection permit (if otherwise applicable) and the payment of C&D collection fees pursuant to this section:~~

~~(a) Any single-family home renovations or repairs involving less than 1,000 square feet in the aggregate.~~

~~(b) Any multi-family building with 2-8 units, provided that the renovation or repair work and the work area is less than 1,000 square feet.~~

(c) Any multi-family building with 9 or more units, provided that the renovation work area is less than 1,000 square feet.

~~(4)(3)~~ List of accounts. Each C&D hauler ~~contractor~~ shall provide the city manager with a current list of the names and addresses of each account, upon initial application, and upon any application for renewal, of its permit, the frequency of service, and the permit number and capacity of each ~~rolloff container or dumpster~~ C&D container ~~(if the account has a C&D container)~~ as per account and the address serviced by each ~~rolloff container or dumpster~~ C&D container. No property owner may share an account with another property owner.

~~(5)(4)~~ Monthly report. Each C&D collection contractor shall deliver to the city's finance department a true and correct monthly report of gross receipts generated during the previous month (from accounts within the city) on or before the last day of each month, regardless of whether any work was performed within the city during that period. This monthly report shall include the customer names, service addresses, account numbers, and the actual amount collected from each customer. Payments of any fees required in this section shall be made monthly to the finance department, on or before the last day of each month, for gross receipts of the previous month. C&D haulers ~~Contractors~~ having annual gross receipts reported to the city over \$200,000.00 shall, on or before 60 days following the close of their fiscal year, deliver to the finance department a statement of annual gross receipts (generated from accounts within the city) certified by an independent certified public accountant, reflecting gross receipts within the city for the preceding fiscal year. Failure to timely submit the monthly report on or before the last day of each month will result in a penalty as set forth in appendix A.

~~(6)(5)~~ Audit or inspection of C&D haulers' ~~contractor's~~ books and records. Each C&D hauler ~~contractor~~ shall allow the city auditors, upon reasonable notice and during normal business hours, to audit, inspect and examine the contractor's books and records, and state and federal tax returns, insofar as they relate to city accounts, to confirm the contractor's compliance with this section. This information shall include, but not be limited to, the following: billing rates, billing amounts, sequentially pre-numbered invoices, signed receipts, trip tickets, computer records, general ledgers and accounts receivable sorted by service address. Additionally, the city auditors may communicate directly with customers of the C&D hauler ~~contractor~~ for the purpose of confirming compliance with this section. Failure to provide requested and complete records in a timely manner shall be cause for revocation of the permit pursuant to chapter 18.

~~(7)(6)~~ Failure to pay permit fee ~~fees~~ or C&D collection fee; penalties for late payment. If ~~the a~~ C&D collection contractor fails to timely pay the C&D collection permit fee pursuant to Section 90-276, the C&D container permit fee (if applicable) pursuant to Section 90-277 or the on-street C&D collection fees and off-street C&D collection fees fee as set forth in subsections (1) and (2) of this section, respectively, the C&D collection contractor shall pay any and all of the city's expenses for collection of such fees, including, but not limited to, court costs, audit costs and reasonable attorney fees. If the contractor fails to

pay the full permit fee on or before the last day of each month, penalty fees for specialty contractors shall be as follows:

(a) Original delinquency. Any ~~specialty contractor~~ C&D hauler who fails to remit any permit fee imposed by this division within the time required shall pay a penalty of ten percent of the amount of the delinquent fee in addition to the amount of the fee.

(b) Continued delinquency. Any ~~specialty contractor~~ C&D hauler who fails to remit the permit fee on or before the 30th day following the date on which the fee first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the fee in addition to the amount of the fee and the ten percent penalty imposed pursuant to subsection (1). An additional penalty of ten percent of the amount of the delinquent fee shall be paid for each additional 30-day period, or part thereof, during which the permit fee is delinquent, provided that the total penalty imposed by subsection (a) and this subsection (b) shall not exceed 50 percent of the amount of the permit fee. This penalty shall be in addition to the permit fee and interest imposed by this division.

(c) Interest. In addition to the penalties imposed in subsections (a) and (b), any ~~specialty contractor~~ C&D hauler who fails to remit any permit fee imposed by this division shall pay interest at the, highest legal rate of interest permitted by law on the amount of fee, exclusive of penalties, from the date on which the permit fee first became delinquent until paid.

(d) Penalties merged with permit fee. Every penalty imposed and all interest accrued under the provisions of this section shall become a part of the permit fee required to be paid.

(e) The owner of a property where a project involving new construction or the demolition of an existing structure was executed shall be jointly and severally liable with the C&D hauler or other persons involved in the removal of construction and demolition debris for the payment of any unpaid permit fees, C&D collection fees, penalties and interest.

~~(8)~~(7) Evidence of payment. In order to effectively provide for the collection of the permit fee by the contractor to the city, any person seeking to renew his/her annual business tax receipt pursuant to the provisions of chapter 102, article V, in addition to the requirements contained therein, shall provide to the finance director evidence of payment of all outstanding permit fees, fines and other charges as a condition to reissuance or renewal of the business license.

~~(9)~~(8) Identification of equipment. All equipment utilized to collect and transport solid waste in the city must be conspicuously marked on both sides of the automotive unit with the name of the hauler, tare weight and cubic yard capacity. Identification information must also be marked on all trailer and container units. All markings must be in letters and numerals at least two inches in height.

SECTION 2. REPEALER.

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

SECTION 3. SEVERABILITY.

If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 4. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 5. EFFECTIVE DATE.

This Ordinance shall take effect the ____ day ____ 2024.

PASSED and ADOPTED this ____ day of ____, 2024.

ATTEST:

Steven Meiner, Mayor

Rafael E. Granado, City Clerk

Underline denotes additions
~~Strikethrough~~ denotes deletions

(Sponsored by Commissioner Tanya K. Bhatt)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Nidhallegis
for City Attorney

10/29/24
Date