

ORDINANCE NO. 881

AN ORDINANCE OF THE CITY OF MEXICO BEACH, FLORIDA AMENDING CERTAIN PORTIONS OF CHAPTER 51 OF THE CODE OF ORDINANCES RELATING TO SANITATION SERVICE; PROVIDING FOR INCLUSION IN THE CODE, REPEAL OF CONFLICTING PROVISIONS, SEVERABILITY, CORRECTION OF SCRIVENER'S ERRORS, AND LIBERAL CONSTRUCTION; AND PROVIDING FOR AN EFFECTIVE DATE.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MEXICO BEACH, FLORIDA, AS FOLLOWS:**

SECTION 1: Sections 51.01 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.01 RE-ESTABLISHMENT OF SANITATION SERVICE.

There is hereby established and re-established for the city a sanitation and debris collection service to serve the existing city limits and as from time to time may be extended by law. The city shall be the only provider of regularly scheduled garbage pickup and other sanitation and debris services that the city provides, as set forth by Chapter 51 of this code. The city may enter into one or more contracts for some or all of the foregoing services. The purpose of the sanitation service is the healthful, efficient and economical collection, management, and disposal of garbage and debris as herein defined.

SECTION 2: Sections 51.02 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.02 DEFINITIONS.

For the purpose of this chapter, the following words and terms are herein defined.

**DEBRIS and GARDEN or LAWN TRASH.** All accumulation of grass, leaves, shrubbery, vines, and trimmings. **TREE LOGS or DEBRIS** shall not be included unless the diameter of the tree or limb is less than three inches.

**GARBAGE.** Every refuse accumulation of animal, fruit, vegetable matter that attends the preparation, use, cooking and eating in, or storage of all foods, meats, fish, fowl, fruit and vegetables, and any other matter of any nature whatsoever, which is subject to decay 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; and any bottles, cans, or other containers or paper products, utilized in normal household use, which due to their facility to retain water, may serve as breeding places for mosquitoes or other water-breeding insects. This definition of **GARBAGE** shall not include the items contained within the above-referenced definition for **DEBRIS**, **GARDEN** or **LAWN TRASH**. In order to be collected by the Sanitation Department such **GARBAGE** must be placed in a **TRASH CAN** or another approved container. Household debris is defined as anything not created by nature.

**GARBAGE/TRASH CAN.** A watertight container, with suitable handles and a tight-fitting lid or cover, ~~of the type commonly sold as a "garbage can" and of a capacity of 96 gallons not more than 32 gallons nor less than 15 gallons.~~

**LONG-TERM RENTALS.** An individual lease or rental of a residential property for one hundred eighty-one (181) days or more in any three hundred sixty-five day period.

~~**RECYCLING.** Recycling shall be limited to only newspaper, cardboard, metals, and approved plastic items, unless further noticed by the city. If you wish to recycle, any recyclable material must be placed in the appropriate Bay County/City Recycle Dumpster.~~

**REFUSE.** Garbage and trash, as hereafter defined, and all trash, rubbish, paper, glass, metal, and discarded matter which the last owner intends to abandon to the Sanitation Department for disposal, In order to be collected by the Sanitation Department, such **REFUSE** must be properly placed in a **TRASH CAN** as defined herein. ~~Recyclable items may be deposited in the appropriate recycling dumpster at the city yard.~~

**SHORT-TERM RENTALS.** An individual lease or rental of a residential property for one hundred eighty (180) days or less in any three hundred sixty-five day period including but not limited to vacation rentals as such term is defined in Section 509.242 of the Florida Statutes, as may be amended or superseded.

**TRASH.** Refuse, accumulation of paper, wooded or paper boxes or containers, sweepings, and all other accumulations of a nature other than **GARBAGE** or **DEBRIS**, as defined herein, which are usual to housekeeping and to the operations of stores, offices, and other business places.

**WHITE GOODS/APPLIANCES.** Some examples are, but not limited to: clothes washers and dryers, dishwashers, water heaters, residential furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, refrigerators, freezers, etc.

SECTION 3: Sections 51.03 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.03 COLLECTION PRACTICES.

The following collection practices shall apply so long as the garbage, trash, refuse, or debris is properly placed in an appropriate trash can or dumpster.

(A) Garbage and trash accumulated by residences and businesses shall be collected two times per week on regular schedules. Pickups may not occur on holidays but pickups normally scheduled to be made on a holiday may be rescheduled by the city.

(B) The city will remove a limited amount of yard debris during the scheduled garbage/trash collection periods. Once per week, the city will remove one pile of yard debris which shall include grass trimmings, cuttings, tree limbs, palm fronds, and small trees, not to exceed the volume dimensions which measures four feet by four feet by eight feet. Limbs and small trees shall be cut so as to not exceed eight feet in length. Grass trimmings shall be placed for pickup in large sacks furnished by each customer and approved by the City. Individuals placing yard debris for collection which exceeds these size standards, shall coordinate through City Hall for proper removal as a "special pickup" as provided herein. NOTE: ~~Residents~~ will not be charged for the initial four feet by four feet by eight feet volume but will be charged a special pick-up fee for the additional volume. Upon the clearing of a lot(s) the owner is responsible for cleaning and removing all debris resulting from such activity within 30 days from the start date of the activity. The owner is responsible for removing such debris and may be cited for a violation of this chapter should such debris be produced by persons or entities who are not the customer of the city. Yard debris generated from a particular property in the City shall not be deposited on any other property. ~~Yard debris not created from the actual customer's property of the customer's residence within the City~~ or debris created from commercial landscaping or construction projects shall not be collected by the city. Any attempt to have the city collect materials not resulting from the customer's property where debris is located or to collect materials from commercial landscaping/construction projects shall be a violation of this

chapter. In addition, no trash, garbage, refuse or yard debris generated outside of the city shall be placed on any property in the City nor shall it be picked up by the City.

(C) Highly flammable or explosive materials or chemicals shall not be placed in trash cans or containers, including dumpsters, for regular collection but shall be disposed of, in each case, as directed by statute at the expense of the owner or possessor thereof.

(D) Paint in liquid form will not be accepted. Dried paint will be accepted. Cat litter or sawdust can help speed the process of drying the paint.

(E) Televisions and electronics will not be accepted. Items can be taken to Bay County for disposal.

(F) The removal of wearing apparel, bedding, or other refuse from homes or businesses where highly infectious or contagious diseases have prevailed shall be performed under the supervision and direction of the Bay County Health Department. Such refuse shall not be placed in regular trash cans or containers for collection.

~~(G) Property owners or occupants requesting removal of household appliances, or "white goods", containing refrigerant and fluorocarbons are required, prior to pick up, to remove the chemicals prior to pick up as may be directed by the city. All doors on refrigerators and freezers must be removed prior to their placement on the right of way. Furniture and other large items as deemed appropriate by the city may also be collected by the Sanitation Department for a fee upon prior arrangements by the customer. This fee will be established by the city as part of its rate schedule and may be performed by contract or otherwise. Property owners or occupants wishing to utilize the white goods or furniture curbside service must contact City Hall to arrange for pick up and items should not be placed at the curbside until the day of scheduled pick up. Items placed on the curb without prior notification to the city are subject to all costs, fees, and charges to the city and by the city, including but not limited to, the white goods/furniture pickup charge and a penalty of \$25 per white good or furniture piece, and/or a code violation citation. Those customers who do not decommission appliances containing refrigerant will be billed for the cost incurred by the city for this service. All charges related to white goods or furniture pickup will either be paid in advance or added to the customer's monthly billing. The property owner shall separately arrange for~~

disposal of white goods at their expense as such items shall not be picked up by the City except in the case of a declared emergency.

(H) It shall be unlawful to place for collection any refuse originating off the premises, including but not limited to construction, land-clearing, or commercial debris, except as authorized by the City. Upon the clearing of a lot(s) or portion of a lot(s), the owner is responsible for cleaning and removing all debris resulting from such activity within 30 days from the start date of the activity. The owner is responsible for removing such debris and may be cited for a violation of this chapter should such debris produced by persons or entities who are not the customer of the city. Yard debris not created from the actual property of the customer's residence or debris created from commercial landscaping or construction projects shall not be collected by the city. Any attempt to have the city collect materials not resulting from the customer's property where debris is located shall be a violation of this chapter.

SECTION 4: Sections 51.04 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.04 DEBRIS, REFUSE AND GARBAGE CANS AND CONTAINERS, LOCATION, SCREENING AND CONTAINMENT.

(A) Residential Refuse Collection.

(1) (a) Refuse, trash, and garbage of any kind shall not be stored on the public right of way and shall be placed in a garbage or trash can or cans as defined herein. Except as set forth below for multifamily dwellings, residential trash, garbage or refuse shall be limited to three 32-gallon trash cans one 96-gallon can per residence per collection cycle. (For example, if household garbage is collected twice per week, a residence will be limited to three trash cans one can per collection day, twice per week.) For anything exceeding this amount, the city will pick up additional bags of refuse, trash, and garbage at the rate listed in the city's rate structure and labeled as "Excessive Garbage Fee." Each residential unit is required to maintain a separate sanitation collection account and to pay the residential rate. All garbage and refuse shall be stored in approved containers furnished by the City. Each residential structure shall be issued one (1) City-owned 96-gallon roll-out container designed to preclude offensive odors and prevent scattering of contents. Containers shall remain the property of the City and assigned to the specific service address. Any person who damages the approved containers furnished by the City to the point that normal pickup

cannot occur shall be responsible for replacing the container at the property owner's expense. Plastic bags alone shall not constitute approved refuse containers.

(b) Refuse, trash, and garbage (excluding grass trimmings) not placed in a trash can(s) will not be collected by the City Sanitation Department and if such material is left outside of a trash can, will be a violation of this section. ~~However, the City Sanitation Department will collect cardboard boxes left adjacent to the required trash cans during the regular collection periods so long as such boxes are empty except for minimal packing materials. Such boxes shall not contain additional trash, refuse, garbage or debris of any nature. Trash can(s) should not be placed at the curb until the day of scheduled service.~~

(2) ~~Refuse containers and trash cans shall be designed, constructed and used in such a manner as to preclude offensive odors from disturbing adjacent property owners or occupants. All trash cans or containers for residential collection of garbage, refuse or trash shall be screened from public view and located on the side or rear of the occupant's residence. "Screened from public view" shall be met if trash cans are located in a partially fenced or incased receptacle for such containers. Each single-family residence shall be limited to the refuse capacity of one (1) City-issued 96-gallon container per regular collection cycle. Additional containers may be issued upon request and billed at the City's established rate. The City shall provide concierge pickup of approved containers at the door of the principal structure located on the property for only residential property owners.~~

(3) ~~Trash cans at multiple dwelling or business units shall be marked to indicate the unit or apartment to which they belong or are assigned. Refuse containers shall not be stored or placed upon public rights-of-way except on designated collection days. Containers may be placed curbside no earlier than 6:00 p.m. on the day preceding collection and shall be removed from the curb no later than 6:00 p.m. on the day of collection. In lieu of curbside service for those residential customers who are receiving concierge service, the container shall be freely accessible to collection workers. Each customer who utilizes concierge collection services grants the City access to their property from the nearest public street to allow for access to their container.~~

(4) ~~Plastic garbage bags are not satisfactory outside storage containers for garbage, refuse, or trash. All garbage, refuse, and trash shall be placed in a trash can as defined herein and screened from public view. Containers shall be maintained in a~~

clean and sanitary condition and stored at the side or rear of the primary structure typically the residence, screened from public view when not placed for collection.

(5) Certain multifamily residences shall be required to use dumpster(s) instead of individual trash cans. Multifamily developments containing 6 or more units per building or in the entire development if built or developed as a unified development, in the discretion of the city, shall be required to use one dumpster per ~~18~~20 units. The residential users in multifamily developments having dumpsters will not pay the City at its standard residential collection rate per unit but instead shall pay whatever cost is levied directly to the community association. Once a dumpster is provided, multifamily residents shall only use the dumpster(s) to deposit their trash, garbage, or refuse.

(6) Large multifamily developments may utilize trash compactors for their garbage disposal needs. Should this be the case, the type and model of compactor must have prior approval from the city and the City Sanitation Department will provide the compactor, either itself or through a third-party contractor, and all associated functions (disposal, maintenance, billing, and the like). The compactor users will pay the standard residential collection rate per unit or the actual compactor costs, whichever is higher, but use the compactor(s) to deposit their trash, garbage, or refuse.

(7) Excessive Refuse. The City may collect excessive quantities of refuse at the "excessive Garbage Fee" as set forth in the City's adopted fee schedule. In the event that a individual property has excessive refuse as determined by the City on more than twice per calendar year, then the City shall require an additional approved container that shall be added at the customer's additional expense.

(B) RENTAL PROPERTY REFUSE REQUIREMENTS

(1) Applicability. The City has determined that rental properties, particularly those involved in short-term rentals generate far more trash, garbage and refuse. As a result, in order to offset the additional costs to the City, this subsection (B) applies to all residential dwellings that are rented, leased, or otherwise made available for occupancy by any person other than the property owner during such non-owner occupancy periods, including but not limited to short-term rentals, vacation rentals, seasonal rentals, and long-term leases.

(2) Container Requirements.

A. Except for multifamily residential developments and multi-unit buildings with a City authorized dumpster, each rental dwelling only having long-term rentals shall maintain a minimum of one (1) City-issued 96-gallon container for refuse collection; whereas, dwellings having short-term rentals shall maintain a minimum of two (2) City-issued 96-gallon containers for refuse collection. Such requirement may be determined by the City based upon the prior year's number of containers and/or the average month's amount of trash and garbage collected from each property during the prior year. The fee for the more than one can shall be set forth in the City fee schedule.

B. Multi-unit rental buildings shall maintain a minimum of two (2) 96-gallon containers per unit unless the City allows and the community association governing the buildings agrees to provide at its expense an equivalent dumpster as approved by the Public Works Department.

C. Containers shall remain the property of the City and assigned to the service address. It shall be the responsibility of the property owner or management company to ensure containers remain on-site, in good condition, and properly utilized.

(3) Collection Schedule. Rental properties shall comply with all placement and removal times as set forth in § 51.04A(3). No refuse shall be stored, placed, or left exposed outside of approved containers.

(4) Responsibility and Enforcement. The property owner, rental manager, or agent shall be jointly responsible for compliance with this section. Failure to maintain the required number of containers or repeated violations of the collection or storage requirements shall constitute a violation subject to the applicable violation fees as set forth in the City fee schedule.

(C) Commercial Collection.

(1) All commercial facilities shall pay the monthly commercial collection fee(s) as set forth in the rate schedule, unless specifically excluded. Unless expressly approved, refuse, garbage, trash, or debris shall not be stored on the public right of way and shall be placed in a garbage or trash can(s). No such materials shall be placed for collection by the City Sanitation

Department by commercial customers where the materials to be collected were created from off-premises locations or work sites. This shall specifically include construction, landscaping, clearing, grading, demolition projects and related activities. Construction or renovation projects may obtain a temporary dumpster from a non-city entity for properly permitted construction and renovation projects. The city shall maintain the right to locate or re-locate such temporary dumpster(s).

(2) All provisions set forth above, in divisions (A) (1) through (5) shall apply except as modified herein.

(3) Unless using the dumpster system, commercial businesses shall be limited to ~~four 32-gallon~~ two 96-gallon garbage cans per business per collection cycle. (For example, if commercial garbage is collected twice per week, then a commercial customer will be limited to ~~four~~ two garbage cans per collection day twice per week,) Each commercial enterprise is required to maintain a separate sanitation collection account and to pay the commercial rate.

(4) Certain businesses shall be required to use dumpsters for the collection of its garbage, trash, refuse, and debris. The following businesses are required to use a dumpster(s) for the collection of garbage, trash, refuse, and debris:

(a) Businesses that operate hotel/motel services with eight or more rooms;

(b) Businesses that operate restaurant and/or food and/or beverage preparation services and contain ten or more tables or space for 40 or more patrons;

(c) Convenience and grocery stores which exceed 1,200 square feet of gross usable space.

(D) Dumpsters shall be located in an area convenient for City Sanitation Department collection and the city may require moving or re-location of the dumpster(s) by the customer. No roofing materials may be placed into a city dumpster.

SECTION 5: Sections 51.05 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.05 INITIAL SCHEDULE OF FEES AND CHARGES.

(A) The following fees and charges shall be the initial fees and charges used by the city for sanitation services and such fees and charges may be altered, amended, or increased by resolution or ordinance duly adopted by the City Council.

(B) Initial schedule of fees and charges; monthly:

Residential/Rental	\$40.00 per residential unit
Commercial	\$53.85 per commercial unit
Rental Additional can fee	\$15.00 per residential/rental unit
Dumpster	\$302.04 per dumpster
Additional pick-ups dumpster	\$121.28 per pick up
Excessive garbage fee	\$15.00 <del>0.50</del> per additional can or equivalent
Special events collection rate	Fee to be determined at TBD dumpster rate

(C) Payments/late fees.

(1) A user fee is hereby established for the explicit purpose of funding city sanitation services. This fee is applicable to each individual household or commercial enterprise within the city. Priorities, categories, and charges will be on file in the City Hall and billing for said user fee will be annotated on the city monthly utility usage statements.

(2) The date of receipt at the Mexico Beach City Hall shall be considered as the date of payment. Sanitation Department personnel are not authorized to receive money for the payment of bills. If any sanitation bill for sanitation service shall be and remain unpaid after 4:30 p.m. on the 20th day of each month, a 10% penalty shall be imposed and added to said bill; if the 20th day of the month falls on a weekend, customer will be given until 4:30 p.m. the next regular work day for payment; delinquent after 4:30 p.m.; and if said bill is not paid by the 2nd Tuesday of the following month at close of business (4:30 p.m.). Sanitation services will be discontinued and will not be resumed until all current charges shall have been fully paid.

(3) Those accounts opened or closed during the billing cycle will be prorated and charges assessed based upon the number of days the account was open during that billing cycle.

(4) When a sanitation customer has failed to pay a sanitation bill and two additional billings for the past due amount, the method for collecting the sanitation charges will be identical to those of the water and sewer utility bills.

(5) It shall be the duty of Mexico Beach to collect said user fees and remit to the City Sanitation Fund on or before the 20th day of each month, or as soon as practicable, all such fees collected during the preceding calendar month.

(6) The collector of the user fee shall keep complete records showing all fees collected, price being charged monthly for said service being provided, and the date of payment thereof and the records shall, at all reasonable times, be open for inspection by duly authorized agents of the city during business hours on all business days, and said agents shall have authority to make such transcripts thereof as may be necessary.

(7) All other billings and emergencies will be approved and signed by the City Administrator on a case-by-case basis.

SECTION 6: Sections 51.99 of the Mexico Beach Code of Ordinances ("Code") is hereby amended as follows:

§ 51.99 PENALTY.

~~(A) A violation of the provision or provisions of this chapter shall result in a civil fine of up to \$500 per violation and violations shall be processed through the Code Enforcement Officer and the city's Special Master. A violation of this Chapter may be enforced by an authorized law enforcement officer and shall be a second-degree misdemeanor punishable by a fine not to exceed \$500 per offense and not to exceed 60 days in jail.~~

~~(B) Any person, firm or corporation found guilty of violating the provisions of this chapter shall be fined not more than \$500. In lieu of criminal enforcement by an authorized law enforcement officer, a code enforcement officer may pursue a civil infraction. Such fine, and each and every violation of the provisions of this chapter, shall constitute a separate offense. Fines through the code enforcement process shall not exceed \$500.00 for each violation.~~

SECTION 7. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the City Council that the provisions of this ordinance shall become and be made a part of the Mexico Beach Code of Ordinances, and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 8. REPEAL OF CONFLICTING PROVISIONS.

All ordinances, parts of ordinances, resolutions, or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 9. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 10. CORRECTION OF SCRIVENER'S ERRORS.

The City Attorney may correct any scrivener's errors found in this Ordinance, without public hearing, by filing a corrected copy of the Ordinance with the Clerk. A scrivener's error may not include an amendment that changes the context or meaning of the Ordinance.

SECTION 11. ORDINANCE TO BE LIBERALLY CONSTRUED.

This Ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

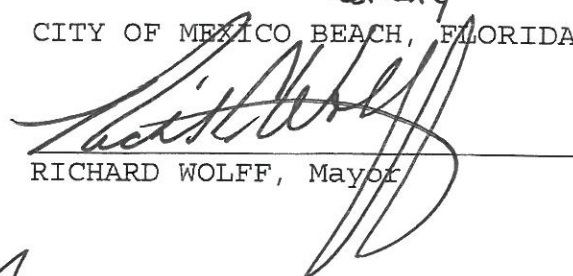
SECTION 12. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Mexico Beach, Florida as of this 10<sup>th</sup> day of ~~January~~, 2026.

February

CITY OF MEXICO BEACH, FLORIDA



RICHARD WOLFF, Mayor

ATTEST: Tammy Brunson  
TAMMY BRUNSON, City Clerk

\*In this Ordinance, language added to an existing section is printed in underscored type, and language deleted is printed in ~~struck through type~~.