CHAPTER 741.
ZERO TOLERANCE FOR LITTER

GENERAL PROVISIONS

Sec. 741.102. Definitions. The following definitions apply to terms or phrases in this chapter:

(a) Litter: The term "litter" shall mean "litter", as defined in the Florida Litter Law at F.S. S 403.413(2)(a), as located on public property and shall include any artificial or man-made object illegally placed within a public right-of-way or illegally nailed, fastened or affixed to any tree, public utility pole, or other object located on public property or within a public right-of-way. The term "litter" shall include "snipe sign", as defined herein.

(b) Zero-tolerance policy for litter: The phrase "zero-tolerance policy for litter" shall mean the establishment of policies and standards that, if implemented, will lead to public property being litter-free.

(c) Litter-free: The term "litter-free" shall mean that public property will be free of litter.

(d) Snipe sign: The term snipe sign shall mean a sign which is tacked, nailed, posted, pasted, glued, or otherwise attached or affixed to a tree on public property, to a public utility box, to publicly-owned street furniture, such as a bench or shelter, to a public fence, or to any other object, on public property or within the public right of way, except with the express permission or consent of the public property owner.

ENFORCEMENT

Sec. 741.107. Violation of Zero-Tolerance for Litter Law.

(a) It shall be unlawful for a person to place, affix or otherwise dispose of litter as defined in 741.102. on public property.

(b) The placement of a snipe sign on public property is transient in nature and is therefore irreparable. The adoption of the prohibition directed to snipe signs on public property shall be deemed notice of the violation. The person or business in possession or control of the snipe sign and the person or business that owns or is advertised or identified by name, address or other contact information on the sign may be cited immediately upon observation of the violation. The person or business that owns or is advertised or identified on the sign shall be presumed to have permitted the placement of the snipe sign in the absence of evidence to the contrary. The term "transient in nature" shall mean that a condition exists on a temporary, periodic, or non-permanent basis. The term "irreparable" shall mean the condition is incapable of being remedied, as the harm sought to be prevented has already occurred.

(c) Violations of this Section shall be unlawful and deemed a civil infraction, and shall be subject to the civil fines set forth in this subsection. Each piece of litter or separate snipe sign that a person illegally places on or affixes to public property in violation of this Section shall be deemed a separate violation. The schedule for civil fines for uncontested citations, which may be imposed under this Part III, together with such attorneys fees and costs as may be authorized by law, shall be as follows:

OFFENSE	FINE
1ST	$50
2ND	$75
3RD	$125
4TH	$250
5TH (and each thereafter)	$350

For contested violations, there may be imposed a civil fine of up to $500 per citation, plus attorneys' fees and costs as may be authorized by law. However, if a person affixes or otherwise places a snipe sign on a public utility pole and the bottom of which sign is at a height of more than five feet above the prevailing ground level immediately adjacent to the utility pole then such act shall be punishable with an uncontested $350 civil fine per citation, plus such attorneys' fees and costs as may be authorized by law. For purposes of this section, the term "ground level" shall mean the finished grade of a parcel of land exclusive of any filling, berming or mounding.

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