

CHAPTER 21 SOLID WASTE<sup>1</sup>

Article 21-1 SOLID WASTE SERVICES AND CHARGES

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Section 21-1-1 Definitions

For the purpose of this Chapter:

- A. "Garbage" means all putrescible wastes, except sewage and body wastes, including all organic wastes that have been prepared for, or intended to be used as, food or have resulted from the preparation of food, including, but not limited to, all such substances from all public and private establishments and residences.
- B. "Refuse" means waste material other than garbage and bulk trash, such as but not limited to papers, paper wrappers, plastic cups, cans, bottles, food boxes, etc.
- C. "Bulk Trash" means materials accumulating or resulting from the use or occupation of any buildings, dwelling place or premises including, but not limited to, building materials, tree and bush trimmings, furniture, appliances, boxes and crates.
- D. "Building Materials" means all materials used in the construction of a building or structure including, but not limited to, concrete wood, building blocks or brick, plumbing and electrical materials, dry wall, insulation, roofing, etc. and parts thereof.
- E. "Dangerous or Hazardous Waste" shall have the meaning set forth in A.R.S. Section 49-921.5, and "household hazardous waste" shall have the meaning set forth in A.R.S. Section 49-701.13.
- F. "Dwelling Unit" means a residential, single-family dwelling, and each separate apartment dwelling of a duplex, triplex or fourplex up to and including four apartments, and including upstairs, basement, garage or detached apartment or housing units.

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- G. "Hotel or Motel" means a place predominately renting living quarters to travelers on a daily rental basis.
- H. "Solid Waste" shall have the meaning set forth in A.R.S. Section 49-701.01(A), without the exclusions set forth in A.R.S. Section 49-701.01(B).
- I. "Solid Waste Collection Services" or "City Services" means the collection and disposal of Solid Waste by the City.
- J. "Premises" means land, building, or other structures, or parts thereof.
- K. "Person" means any individual, partnership, company, corporation, governmental entity or any other legal entity, or their legal representatives, agents or assigns.
- L. "Customer" means the property owner, person, renter, lessee, occupant, government agency, and/or entity responsible for the payment of City services.
- M. "Residential Premise" means a dwelling unit as defined under A.R.S. § 33-1310.
- N. "Non-Commercial Premise" means a fraternal, charitable, civic organization or church.
- O. "Commercial Premise" means all places of business, commercial, professional or industrial establishments, all schools, motels or hotels, all mobile homes or RV parks with centralized collection locations, and all multifamily residential housing as defined under A.R.S. § 49-746.
- P. "Residential Account" means a Residential Premise that receives Solid Waste Collection Services from the City or from its authorized representative using City containers.
- Q. "Non-Commercial Account" means a Non-Commercial Premise that receives Solid Waste Collection Services from the City or from its authorized representative.
- R. "Commercial Hauler" means any person engaged in collecting, removing, transporting or hauling Solid Waste on or along any public street, avenue or alley within the City.
- S. "Commercial Hauler Permit" or "Permit" means the permit issued by the City for the collection of Solid Waste by a Permittee.

- T. "Administrator" means the Public Works Director or designee.
- U. "Generator" means the person who produces or generates the Solid Waste to which the provisions of this Chapter apply.
- V. "Unacceptable waste" means the following types of Solid Wastes that may not be placed in a City-provided roll-off or refuse container: liquid waste; septic tank pumpings; Hazardous Waste; Household Hazardous Waste; special waste as defined in A.R.S. Section 49-851(A); sludge; vehicle bodies; vehicle tires or equipment tires; livestock or dead domestic animals; batteries, other than small alkaline batteries; ammunition; medical waste as defined in A.R.S. Section 49-701(19); radioactive waste; scrap metal; household construction and demolition debris; concrete; and, dirt and rocks.
- V. "Secondary Hauler" means any person engaged in a business that generates, collects, removes or hauls solid waste as a by-product of its primary business. Examples of Secondary Haulers include carpet installers, roofing companies and landscape contractors.
- W. "City container" means a container used for the placement of refuse for collection by either the City or its authorized representative.
- X. "Commercial container" means a container used for the placement of refuse for collection by a Permittee pursuant to this Chapter.
- Y. "Permittee" means a Commercial Hauler with a valid Hauler Permit issued by the City.

#### Section 21-1-2 General Requirements

- A. Generator responsibilities. Generators shall be responsible for compliance with all applicable federal, state and local laws relating to the Solid Waste generated, including compliance with this Chapter.
- B. Property owner and tenant responsibilities. Property owners and tenants shall be responsible for compliance with all applicable federal, state and local laws relating to the Solid Waste generated, accumulated, stored or otherwise

deposited on their property, including compliance with this Chapter.

- C. Residential and Non-Commercial Premises. Except as otherwise provided in this Chapter, all Residential and Non-Commercial Premises shall pay for Solid Waste collection by the City regardless of whether said premises take advantage of the services.
- D. Commercial Premises. All Commercial Premises shall be required to contract with a Commercial Hauler that is permitted to provide such collection activities in the City pursuant to Section 21-1-4 to dispose of all Solid Waste produced onsite. In special circumstances, a Commercial Premise may utilize City Services for the collection of Solid Waste and be charged the City's rate for Non-Commercial Services based on the location of the Commercial Premise and the volume of Solid Waste produced onsite, as determined by the Administrator.

#### Section 21-1-3 Solid Waste Collection by City; Fees and Charges

- A. Collection by City. There is established a system of Solid Waste Collection Services for Residential and Non-Commercial Premises. It is unlawful for anyone other than the City or its authorized representative to engage in the business of collecting, transporting, hauling or conveying of any Solid Waste from Residential and Non-Commercial Premises within the City, or to dump or dispose of the same.

The monthly charges for all Residential Accounts and Non-Commercial Accounts shall be as set by Council and set forth in Exhibit A.

Fourplexes with a single owner and Non-commercial Premise may request a 300-gallon City container in place of a 96-gallon City container. The Director of Public Works shall have the discretion to approve or deny such a request.

Residential Premises located in rural or outlying areas may request a 300-gallon City container with once a week pickup in place of the 96-gallon City container. The Director of Public Works shall have the discretion to approve or deny such a request.

- B. Management of Solid Waste Collection Services. The City Council shall have the power to prescribe such other and further rates, rules, and regulations as it may deem necessary in connection with the control and management of Solid Waste Collection Services.
- C. Application for Service. Any new property owner (or his/her agent) or occupant of a Residential or Non-Commercial Premises shall: submit to the Finance Department ownership or other information as required by the Finance Director or designee, and pay all outstanding amounts owed by the Customer for Solid Waste Collection Services provided to any other premises.
- i. The City may refuse to provide Solid Waste Collection Services for any good and sufficient reason, including but not limited to, the following: service not available under a standard rate; service which involves excessive service expense; service which may affect the service to other Customers; the applicant is delinquent in payment of any monies due to the City; any other reasons that in the judgment of the Finance Director or his/her designee makes it impractical for the City to provide Solid Waste Collection Services.
- D. Deposit. The City may require deposits for any Solid Waste Collection Services provided by the City before such service is provided. The total amount of the deposit shall be determined by taking into consideration the anticipated amounts which will be billed for services provided, the past payment record, if any, of the Customer, and any other information the City may deem necessary in order to provide an adequate deposit. The deposit will not be less than the amount established by resolution. Deposits shall be non-interest bearing and shall be refunded to the Customer upon discontinuance of service and payment of charges, provided that charges may be deducted from said security deposit before the refund is made.
- E. Set-Up Fee. The City Council may determine a pre-paid set up fee for Solid Waste Collection Services provided by the City. The set-up fee shall be applied to new service and/or each time service is discontinued or suspended and then re-established.
- F. Bulk Trash Special Non-Compliance Fee. The City may charge a fee, in an amount to be determined by City Council, for

the collection and/or disposal of Bulk Trash that exceeds the allowed set out size limit or approved location as provided in this Chapter when such collection and/or disposal is made by the City after a Customer fails to timely comply with a Notice of Inspection issued pursuant to Section 21-5-2(B).

- G. Payment Responsibility. Customer shall be responsible for the payment of all bills related to Solid Waste Collection Services.
- H. Discontinuance of Service. Any Customer who desires to discontinue Solid Waste Collection Services shall make a formal request to the Finance Department at least three (3) business days in advance of the requested termination of service. Until a request to discontinue service is received and the City container returned to the City, such premises shall be deemed occupied and the Customer's payment responsibility for Solid Waste Collection Services provided to the premises will continue.
- i. Discontinuance Under Certain Conditions - The City may discontinue Solid Waste Collection Services under any of the following conditions:
- a. To prevent fraud or abuse
  - b. Disregard of the City rules pertaining to Solid Waste Collection Services
  - c. Emergency repairs
  - d. Insufficient supply caused by factors outside the control of the City
  - e. Legal process
  - f. Direction of public authorities
  - g. Local emergency requiring emergency measures
  - h. Non-payment of any monies due to the City for any services, fines, or assessments billed to the Customer.
- ii. If any Residential Accounts and Non-Commercial Account is destroyed by fire or by an act of God or damaged to the extent that it is uninhabitable, or is demolished and removed from the property, then upon written notice by the property owner and the inspection and verification thereof by an authorized agent of the City, the Clerk shall discontinue Solid Waste Collection Services for said account.

I. Suspension of Service.

- i. Suspension By the City Under Certain Conditions - Solid Waste Collection Services may be suspended by the City under any of the following conditions:
  - a. Premises not occupied
  - b. Seasonal Customers
- ii. Suspension by Customer - Any Customer who desires to suspend Solid Waste Collection Services shall do so on a calendar quarter basis (January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31) and shall complete and file an application to suspend service with the Finance Department at least three (3) business days in advance of the requested suspension of service. Until an application to suspend service is received by the Finance Department and the City container is returned to the City, the premises shall be deemed to be occupied and the Customer's payment responsibility for Solid Waste Collection Services will continue.
- iii. If the Customer, in its application to suspend services, certifies that the premises owned or controlled by him or her has been or will be completely vacant and unoccupied continuously and that no solid waste has or shall accumulate on said premises, then the Finance Director shall, upon verification thereof, discontinue services during the quarter(s) said premises remain vacant or unoccupied; it being expressly provided however, that if any premises was vacant and unoccupied prior to submitting an application for suspension of service for over one calendar quarter, then the Finance Director shall only suspend the charges for the quarter prior to filing of the application. Upon said premises becoming occupied, it shall be the duty of the owner, occupant or authorized agent thereof to notify the Finance Director in writing of such occupancy within five (5) days thereof and the owner shall be required to pay the Set-Up fee prior to delivery of the City container, and shall be charged for service at the beginning of the next month.

J. Rates and Bills - Residential and Non-Commercial Premises.

The City Council shall determine rates for Solid Waste Collection Service. Service for a time period less than a

month may be charged at the minimum monthly rate.

- i. Billing for Solid Waste Collection Services will be mailed quarterly and are due and payable monthly and shall be deemed delinquent if not paid by the last day of the month the services were provided. A delinquent charge established by City Council may be assessed on any unpaid balance for charges that are past due.
- ii. Unpaid Solid Waste Collection Services charges shall accrue interest at the rate of five percent (5%) per annum from the date on which they become due and payable until the date on which they are paid in full.
- iii. The City reserves the right to vary the dates or length of billing periods temporarily or permanently, if necessary or desirable.
- iv. In the event that said bill is not paid before said delinquent date then the City shall take whatever action is necessary on or after said delinquent date to collect any unpaid fees including prosecuting said claim in a Court of appropriate jurisdiction against those who are delinquent and using all lawful ways and means for the collection of said claim. Any account requiring special collection efforts may be assessed collection charges, as established by the Finance Director and subject to the approval of the City Manager.
- v. The City may elect to assign unpaid charges, fees, or assessments to a collection agency or attorney to collect. The City may recover all costs of litigation and collection from the account holder, including reasonable attorneys' fees.
- vi. The Finance Director may also post at appropriate buildings and publish in the newspaper or other media a list of property owners and/or renters who have delinquent accounts with the City for Solid Waste Collection Services.
- vii. Solid Waste Collection Services charges shall be considered delinquent and subject to special collection efforts, up to and including the discontinuance of any or all services and removal of the City container, for any of the following reasons:

- a. Failure to pay for any services, fees, or assessments by the due date
  - b. Nonpayment of a bill for services rendered to the account holder at a previous location
  - c. Non-sufficient funds checks
  - d. Stop payments imposed on checks after their tender to the City.
- viii. Prior to terminating service for nonpayment of amounts due, the City will send by regular mail, a thirty (30) day written notice of the scheduled discontinuance and the removal of the City container to the Customer.
- ix. Payment for any and all monies due the City, including deposit, set up fee and non-payment City container re-establishment fee and/or collection costs, will be expected prior to the reinstatement of services.
- x. When the City has been required to make special collection efforts on an account three times in a twelve (12) month period, the Finance Director or his/her designee may require an additional deposit amount equal to three (3) times the average of their last three (3) bill amounts.
- xi. The termination of services and removal of the City container for non-payment of amounts due the City pursuant to Section 21-1-3(H)(i)(h) and Section 21-1-3(J)(vii) shall not suspend or terminate the Customer's payment responsibility for monthly Solid Waste Collection Services after termination of the services.
- K. Disputed Bill. Customer may present a claim to the City if he/she believes that he/she may have received an incorrect bill. Such claim shall be presented in person or in writing to the Finance Department before such bill becomes delinquent, provided that the Customer may make a claim following payment of his/her bill and his/her payment shall not prejudice his/her claim. Such claim shall not exempt the Customer from delinquency penalties if he/she fails to pay the undisputed portion on time.
- L. City Containers. Customers are responsible for their City-assigned container, to include lost or stolen containers and/or damage caused to the container. Replacement of the City container will be at a cost to the Customer, which

shall be set by resolution of the City Council.

- M. Commencement of Charges. The City shall commence Solid Waste Collection Services charges upon the first day that Solid Waste Collection Services are available to the premises.
- N. Proper disposal. In addition to other federal, state and local statutes, rules and regulations limiting the disposal of Solid Waste, no person shall discard or otherwise dispose of any Solid Waste on or in a City container that has not been assigned for use by that person, or on or in any street, sidewalk, alley, right-of-way or other City property except as expressly authorized and approved by the Administrator.
- M. Violations; Notice and Opportunity to Cure. For any violations of this Section, the City shall mail to the Customer a written notice of the violation, referencing the applicable Code provision and requiring the Customer to remedy the violation within thirty (30) days. The notice shall be mailed to the Customer's billing address. At the expiration of thirty (30) day period, if the Customer has not remedied the violation, the City shall have the option to remove the City container, discontinue service, and seek all other relief against said Customer. Where the City container has been removed, the Customer shall first pay to the City a non-payment container re-establishment fee, in addition to all other charges included herein, prior to the City providing a new garbage container and reinstating service.

#### Section 21-1-4 Solid Waste Collection and Commercial Premises

- A. Commercial Hauler Permit required; Exceptions. Except as provided in this Chapter, it shall be unlawful for any person to collect, remove or haul any Solid Waste on or along any street within the City without first obtaining a Commercial Hauler Permit from the Administrator. The Administrator may issue a Commercial Hauler Permit to any applicant satisfying the requirements of this Section. A Commercial Hauler Permit shall not be required for the following:
- i. Tenants and property owners hauling Bulk Trash generated on their property to a City designated drop off center;

- ii. Secondary Haulers;
- iii. Charitable entities collecting reusable materials as approved by the Administrator;
- iv. Haulers who do not collect Solid Waste within the City and are simply traversing the City with Solid Waste collected outside of the City; and
- v. Haulers with proper state or county permits that collect and transport unacceptable waste that will not be collected by the City, its agents, or City-permitted haulers.

B. Hauler Permit application. Applicants for a new Commercial Hauler Permit, or for an annual renewal thereof, shall file a City-provided application form with the Administrator or designee that includes the following information, documentation and fees:

- i. The name, address and local telephone number of the individual(s) applying for the permit;
- ii. The name, address and local telephone number of the business entity that will conduct commercial hauling activities;
- iii. The name(s), business address and telephone number of all owners, partners, general managers and principal officers of the business entity that will conduct commercial hauling activities;
- iv. Evidence that the applicant possesses the adequate equipment and necessary qualifications to collect, transport and dispose of solid waste in a manner satisfactory to the administrator and in conformity with this Chapter and all applicable federal, state and county laws.
- v. Evidence that the applicant possesses the appropriate City business license and has all required federal, state and county vehicle permits for each vehicle to be used pursuant to the permit.
- vi. Other information that the Administrator or designee may reasonably require to verify the applicant's qualifications and the information submitted in the application. Such information may include an audited

financial statement and other indicators of the financial stability of the applicant.

- vii. The nonrefundable application or renewal fee set by City Council and set forth on Exhibit A.
- viii. The annual permit fee set by City Council and set forth on Exhibit A. This fee shall not be refundable unless the applicant's permit application is denied by the Administrator.

C. Permit duration. Permits shall expire on June 30<sup>th</sup> of each calendar year, unless renewed prior to expiration. Commercial Hauler Permits are nontransferable.

D. Insurance requirements. Applicants shall be required to submit a certificate evidencing coverage for public liability, property damage, business automobile liability and worker's compensation/employer's liability insurance in amounts and under terms to be established by the City prior to issuance of a Commercial Hauler Permit. The coverage limits and terms imposed by the City on applicants shall not exceed the standard coverage limits and terms adopted by the City pursuant to administrative regulation. Such insurance policies shall list the City as an additional named insured and shall require that the City be given a minimum thirty (30) days' written notice prior to cancellation for any reason. Any deductible or self-insured retention shall be the responsibility of the Permittee and any self-insurance amounts over twenty-five thousand dollars (\$25,000.00) shall require the approval of the City. The lapse of any of the above-stated insurance policies shall be cause for revocation of the Permit.

E. Indemnification requirements. Permittee shall agree to indemnify, defend, and save harmless the City from all losses, claims, suits, actions, payments and judgments, demands, expenses, attorney's fees, defense costs, or actions of any kind and nature resulting from personal injury to any person, including employees of the Permittee or of any subcontractor employed the Permittee (including bodily injury and death) or damages to any property, arising or alleged to have arisen out of Permittee's actions under the permit issued. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of indemnity provided pursuant to this section.

F. Vehicle requirements. The Administrator or designee may inspect the vehicles to be utilized by a permit applicant prior to the issuance of a permit, renewal of a permit, and at any time during the term of the permit. All vehicles must meet the following requirements throughout the term of the permit:

- i. Vehicles must be maintained in good condition and repair. That portion of the vehicle into which Solid Waste is deposited shall be watertight up through eighteen (18) inches above the bed floor, shall have watertight rear door seal(s), if applicable, and be free of any openings that would permit Solid Waste to leak from the vehicle;
- ii. Vehicles shall be maintained in a clean and neat manner and operated in a manner necessary to reasonably prevent Solid Waste from spilling, leaking, and blowing from the vehicle;
- iii. All open-top vehicles must be covered or tarped when in transit to prevent its contents from spilling or blowing from the Commercial container onto the roadway. Tarps must be affixed to each vehicle at all times;
- iv. All vehicles shall be equipped with an operable backup audible safety alarm meeting industry standards;
- v. Vehicles shall be maintained and operated in such a manner to ensure that noise levels do not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet; and
- vi. The outside of each vehicle must be clearly identified with the name and phone number of the Permittee. All letters shall be no less than three (3) inches in height and shall be displayed on both sides and the rear of the vehicle.

G. Commercial container requirements.

- i. Permittee shall have joint responsibility with the business establishment for whom it will provide solid waste collection services to keep and maintain sufficient collection containers, as may be reasonably

determined by the Administrator, to accommodate the disposal needs of the business establishment.

- ii. Permittee shall have joint responsibility with the business establishment for whom it will provide solid waste collection services to keep and maintain the containers utilized for the collection of Solid Waste in a sanitary condition and in good repair.
- iii. Permittee shall service only those collection containers consistent with the Commercial Hauler Permit issued under this Chapter. The collection containers shall be located so as not to interfere with vehicular or pedestrian traffic.
- iv. The outside of each collection container must be clearly identified with the name and phone number of the Permittee.

H. Conditions of Commercial Hauler Permit. The following conditions shall apply to Permittees throughout the term of the Commercial Hauler Permit:

- i. Permittees shall comply with all provisions of the permit, this Code and applicable federal, state and county laws relating to transporting solid waste;
- ii. Permittees shall not collect solid waste from any location within three hundred (300) feet of the property line of any residential property between the hours of 7:00 p.m. and 6:00 a.m.;
- iii. Permittees shall provide the Administrator or a designee with written notice of intent to provide solid waste collection services to each new business establishments prior to commencing that service. The notice shall include the name and address of the business establishment, the ownership of the business establishment, the number, type and size of collection containers that will be collected, and the days of collection. A complete list of all business establishments serviced by Permittee shall be provided to City with any request for annual renewal of the Commercial Hauler Permit. Permittee shall also promptly notify the City if Permittee's business is sold, transferred or assigned or if Permittee

discontinues the collection and hauling of solid waste within the City;

- iv. Along with a Commercial Hauler Permit renewal application, Permittees shall complete and provide an annual Solid Waste and recycling tonnage report on a City-provided form for all waste that it collected within the City or diverted from the City for recycling during the previous year;
- v. All contracts for the collection and hauling of Solid Waste within the City shall contain a clause allowing the contract to be cancelled by the customer in the event the contractor's Commercial Hauler Permit is suspended or revoked by the City; and
- vi. Permittees shall immediately pick up all material that drops, spills, leaks, or is blown from a collection container or vehicle, and shall repair damage to, and clean the place onto which any material was so dropped, spilled, blown or leaked to the reasonable satisfaction of the administrator.

I. Suspension or revocation of Permit; Right to Appeal.

- i. The City may suspend or revoke a Commercial Hauler Permit for any violation of said permit or this Chapter, or for failing to pay all fees when due.
- ii. Notice of proposed suspension or revocation shall be delivered personally or by registered mail to the address on file for Permittee. The suspension or revocation shall become effective ten (10) business days after the delivery date, unless the Permittee files an appeal in accordance with in this Section.
- iii. The appeal must be in writing and received by the City Manager within five (5) business days of the City's suspension or revocation notice.
- iv. Failure to file a timely appeal as required by this Section shall waive the right to appeal or contest a suspension or revocation.
- v. If a Commercial Hauler Permit is suspended pursuant to this Section, the Commercial Hauler Permit may be reinstated only upon payment of twice the amount of the established permit fee.

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- vi. Failure to file a written appeal to the City Manager within time specified in subsection (iii) shall waive the right to appeal and render the City's decision final.

Article 21-2     PREPARATION OF SOLID WASTE FOR COLLECTION

21-2-1	<u>Preparation of Solid Waste</u>
21-2-2	<u>Collection Schedule and Hours</u>
21-2-3	<u>Location for pick-up</u>
21-2-4	<u>Covers</u>
21-2-5	<u>Use of Containers</u>
21-2-6	<u>Time of Placement</u>

Section 21-2-1 Preparation of Solid Waste

The following shall be prepared for collection or disposal as follows:

A. Bulk Trash:

- i. Brush. Brush shall be cut into such a size that one person can readily load the individual pieces into a truck or chipper and shall be piled in neat order with all long branches parallel to one another and all individual pieces shall be no greater in length than six feet (6'). Brush shall not be placed over or nearer than six feet (6') to any gas or water meter or cause any other obstruction. All foreign materials such as metal, construction material, and rubber tires shall not be placed within or upon such brush. Bulk trash shall not exceed more than six (6) cubic yards per set out each month.
- ii. Small Appliances and Furniture. Appliances and furniture shall be no larger than that which two persons can readily lift into a truck. Customer shall be responsible for the removal of all other appliances, furniture, and equipment from their premises or the public right-of-way. Customer must remove the locking mechanism from the doors of freezers and refrigerators before setting them out for collection. Customer shall arrange for special collection of appliances, air conditioners and other items using freon gases or liquids by the City through a special collection.
- iii. Leaves and Loose Debris. Leaves, grass clippings, and other loose debris shall be placed in tightly closed bags or similar type containers before being placed for collection. Bagged leaves and loose debris may be placed in a garbage container or set out as bulk trash.

- B. Building Materials. All owners, contractors, and builders of structures shall, upon the completion of any structure, gather up and haul away, at their sole cost and expense, all refuse of every nature, description, or kind, which has resulted from the building of such structure, including all lumber scraps, shingles, plaster brick, stone, concrete, and other building materials, and shall place the lot and all nearby premises utilized in such construction in a slightly condition. Residential consumers may dispose of small amounts of building materials from time to time, providing that it is placed in a container as described above and contains no concrete, masonry, or soil.
- C. By-products. Any commercial or manufacturing by-product solid waste shall be disposed of by the owner as directed by the City.
- D. Vehicular products, Oil and Tires. Customers must arrange for the collection and disposal of vehicles, large auto parts, tires and rims and used oil or other vehicular liquids as such items will not be collected or disposed of by the City.
- E. Dangerous and Hazardous Waste. No person shall deposit or cause to be deposited in any garbage or recycling container serviced by the City, any dangerous or hazardous waste to the City's collection equipment or a threat to the health, safety and welfare of the City's employees or the City's approved collection company's employees or the general public. Dangerous and hazardous waste shall be placed in a proper container marked in plain view with the language "DANGER - HAZARDOUS." The City reserves the right to deny collection service for solid waste determined by the City to be dangerous or hazardous waste and Customer shall be required to properly dispose of the dangerous or hazardous waste by other legally proper means.
- F. Soil and Concrete. Waste soil, concrete, masonry blocks, sod, and rocks shall be disposed of by the owner, tenant, or occupant of the premises, at their sole cost and expense. The City will not collect or dispose of soil and concrete.

#### Section 21-2-2 Collection Schedule and Hours

The schedule and hours of Solid Waste Collection Services shall be designated by the City Council.

### Section 21-2-3 Location for Pick-up

- A. All containers assigned to Residential and Non-Commercial Premises shall be placed at the curb or street edge in front of the premises. Containers and bulk trash shall not be placed on the sidewalks. The location of containers used by Commercial Premises shall be as determined by the City. No containers shall block in any manner an alley, street, sidewalk or access to private property or otherwise be a hazard to pedestrian or vehicular traffic. Brush and tree trimmings may be placed at the curbside provided the piles of brush or tree trimmings do not interfere with traffic on the street.
- B. All garbage and refuse shall be bagged, prepared for collection, and placed in the containers provided by the City or by a Permittee. Bulk trash may be placed on the ground near these containers but shall not be placed closer than five (5) feet from the container and provided it does not interfere with emptying the containers and is not placed near gas and waters meters or otherwise cause an obstruction.
- C. No residential or non-commercial garbage, refuse or bulk trash shall be placed in the alleys. Commercial Premises may use alleys for the placement of the commercial collection at the approval of the Public Works Director.

### Section 21-2-4 Covers

The covers of all containers shall at all times be kept down and secure so that flies and other insects may not have access to the contents, and shall only be opened while the containers are being filled, emptied, or cleaned.

### Section 21-2-5 Use of Containers

It is unlawful for any person to deposit, or to cause to be deposited, any solid waste in any container furnished by the City or its approved collection company that is not furnished specifically for the premises owned or occupied by said person. It is further unlawful for any person to remove solid waste from any container furnished by the City or its approved collection company, except the person owning or occupying the premises for which the container was furnished.

Section 21-2-6 Time of Placement & Removal

City containers and bulk trash shall not be set out or placed for collection earlier than 6:00 p.m. the night before the scheduled collection. Containers shall be removed from the curb or street edge by 7:00 p.m. the evening of collection.

Article 21-3 OTHER METHODS OF SOLID WASTE REMOVAL

- 21-3-1 Hauling Solid Waste
- 21-3-2 Vehicles and Receptacles to be Spill-proof
- 21-3-3 Spilled Solid Waste
- 21-3-4 Dumping Solid Waste

Section 21-3-1 Hauling Solid Waste

It is unlawful for any person to haul or cause to be hauled any Solid Waste on or along any public street, avenue, or alley in the City, in violation of any of the provisions of this Chapter.

Section 21-3-2 Hauling Vehicles and Receptacles to be Spill-proof

It is unlawful for any person to haul or cause to be hauled on or along any public street in the City any Solid Waste, unless such Solid Waste is contained in strong watertight vehicles or vehicles with watertight receptacles, constructed to prevent any such solid waste from falling, leaking, or spilling and any odor from escaping.

Section 21-3-3 Spilled Solid Waste

Any person hauling any Solid Waste along the streets of the City shall immediately recover and place in the vehicle or receptacle used for such hauling any Solid Waste which may fall upon any street.

Section 21-3-4 Dumping Solid Waste

It is unlawful for any person to place or cause to be placed any Solid Waste upon any public or private property within the City, except as specifically permitted in this Chapter.

Article 21-4	<u>SANITARY LANDFILL</u>
21-4-1	<u>Dumping</u>
21-4-2	<u>Fees</u>
21-4-3	<u>Manner of Dumping</u>
21-4-4	<u>Prohibited Dumping</u>
21-4-5	<u>Dumping Agreements</u>
21-4-6	<u>Solid Waste Becomes City Property</u>

Section 21-4-1 Dumping

No person shall be permitted to dump solid waste in the City's public sanitary landfill without first obtaining approval by the Public Works Director and paying the required dumping fee.

Section 21-4-2 Fees

Fees for dumping any solid waste in the City sanitary landfill may be established from time to time by resolution of the City Council.

Section 21-4-3 Manner of Dumping

All persons dumping any solid waste at the City's public sanitary landfill shall do so in the place and manner as shall be directed by the City attendant on duty.

Section 21-4-4 Prohibited Dumping

It is unlawful to dump or deposit the following items at the City's public sanitary landfill:

- A. Carcass of livestock, such as cattle, horses, sheep, goats, or swine.
- B. Cesspool, septic tank, and grease trap drainings.
- C. Explosive or corrosive liquid or substances.
- D. Used or wrecked automobiles or the bodies thereof.

Section 21-4-5 Dumping Agreements

The City Manager is authorized, with the approval of the City Council, to negotiate and enter into dumping agreements on

21-4-5

SOLID WASTE

21-4-6

behalf of the City with other governmental agencies, business firms and individuals providing for the dumping of solid waste at the City's public sanitary landfill in accordance with the provisions of this Article and upon the payment to the City of a monthly or annual fee.

Section 21-4-6 Solid Waste Becomes City Property

Solid waste deposited for disposal at the City's public sanitary landfill shall become the property of the City and removal of any solid waste so deposited is unlawful unless authorized by the City Manager.

Article 21-5 ADMINISTRATION AND ENFORCEMENT

21-5-1 Administration and Enforcement

21-5-2 City Right to Inspect; Notice of Violation

Section 21-5-1 Administration and Enforcement

- A. The Public Works Director is assigned the primary responsibility of administering and enforcing this chapter and is granted the authority expressly and impliedly needed and necessary for enforcement. The Public Works Director may designate any agents to exercise any administrative and enforcement powers as provided in this chapter.
- B. Nothing in this chapter shall preclude City employees from seeking voluntary compliance with the provisions of this chapter through notices to comply, warnings, or other informal devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
- C. The authority of the City to enforce provisions of this chapter is independent of and in addition to the authority of other City officials to enforce the provisions of any other ordinances of the City.
- D. It is unlawful to violate any provision of this chapter. The failure to comply with any requirement of this chapter constitutes a violation of this chapter. Each instance of a violation of this chapter may be considered a separate offense and enforced and prosecuted accordingly. The Public Works Director may seek remedies including injunctive relief, in addition to civil and criminal penalties as set forth in this Code. Remedies available pursuant to this chapter are cumulative and not exclusive, and do not limit or supersede any and all other lawful remedies.

Section 21-5-2 City Right to Inspect; Notice of Violation

- A. Representatives of the City may conduct inspections of storage, collection, hauling and disposal activities to ensure compliance with, and knowledge of, the provisions of this Chapter.
- B. If a violation under this Chapter occurs, the Public Works Director or designee thereof shall have the authority to issue a Notice of Inspection ("NOI"). The NOI may be issued in any of the following ways:

- i. Hand-delivered to any person at the address where the violation propagated or by personal service upon the owner, resident, occupant, tenant or other responsible person;
  - ii. Posted in a conspicuous location upon the premises where the violation propagated or property adjacent to or abutting the location of the violation; or
  - iii. Mailed to the address where the violation propagated via certified mail with return receipt requested.
- C. The NOI shall contain the date and location of the violation, refer to the Code provision or ordinance violated, and require that the violation must be remedied within a specified time. The NOI shall contain a statement that noncompliance will result in further code enforcement actions.

# EXHIBIT A<sup>1</sup>

## SOLID WASTE FEE SCHEDULE

### Solid Waste Collection by City – Fees and Charges

96-gallon individual container	Twice a week pickup	\$26/month
300-gallon individual container	Twice a week pickup	\$104/month
300-gallon individual container	Once a week pickup*	\$26/month
Delinquent charges		1.5%/month
Setup fee		\$25
Non-payment container re-establishment fee		\$30
Deposit		\$115
96-gallon extra or container replacement		\$50/container
300-gallon extra or container replacement		\$300/container
Bulk trash special non-compliant pickup		Minimum \$200 plus tipping fees beyond 1 ton.

### Commercial Haulers – Fees and Charges

Application Fee	\$300
Permit Fee:	
1-5 accounts	\$500
6-10 accounts	\$1,000
11 or more accounts	\$1,500
Annual Renewal Fee:	
1-5 accounts	\$500
6-10 accounts	\$1,000
11 or more accounts	\$1,500

<sup>1</sup> AMENDED EXHIBIT A