

X

**CITY OF WILLCOX**

**MAYOR AND CITY COUNCIL MEETING  
WORK SESSION  
AGENDA**

**NOTE DATE: Saturday, October 2, 2010**

**NOTE TIME: 1:30 p.m.**

**NOTE PLACE: Northern Cochise Community Hospital  
Board Room  
901W. Rex Allen Drive  
Willcox, AZ**

**(Mayor or Designee will read only BOLD print of each agenda item,  
except for Public Hearings, Petitions and Communications.)**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE TO THE FLAG**
4. **DECLARATION ON CONFLICT OF INTEREST**  
The Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff may have a conflict of interest.
5. **ADOPTION OF THE AGENDA**  
The Council will at this time either adopt the agenda as presented by the City Clerk or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.
6. **DISCUSSION REGARDING TOPICS OF INTEREST WITH CONGRESSWOMAN GABRIELLE GIFFORDS**  
Consideration and/or discussion regarding topics of interest with Congresswoman Gabrielle Giffords.
7. **ADJOURN**

\*\*\*\*\*

**NOTE:** People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271, ext. 4204, during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.



## NOTICE OF MEETING

### CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section §38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **WORK SESSION MEETING** on **SATURDAY** the **2<sup>ND</sup>** day of **OCTOBER** 2010, at **1:30 P.M.**, at the **NORTHERN COCHISE COMMUNITY HOSPITAL, BOARD ROOM, 901 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Item for consideration and/or discussion relating to:

## Topics of Interest by Congresswoman Gabrielle Giffords

All members of the public are invited to attend such meeting.

DATED AND POSTED this **30<sup>TH</sup>** day of **SEPTEMBER** 2010, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

*Cristina G. Whelan, CMC*

/s/CRISTINA G. WHELAN, CMC  
City Clerk Cristina G. Whelan, CMC

Agenda\2010\wsmtgnotice100210

*"Mine, Yours, Ours"*

**CITY OF WILLCOX**

**MAYOR AND CITY COUNCIL MEETING  
WORK SESSION  
AGENDA**

**NOTE DATE: Monday, October 4, 2010**

**NOTE TIME: 6:00 p.m.**

**City Council Chambers  
300 W. Rex Allen Drive  
Willcox, AZ**

(Mayor or Designee will read only **BOLD** print of each agenda item,  
except for Public Hearings, Petitions and Communications.)

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE TO THE FLAG**

**4. DECLARATION ON CONFLICT OF INTEREST**

The Council members and staff have a right to declare a conflict of interest. The declaration of a conflict of interest must be made prior to discussion of any agenda item in which Council members or staff may have a conflict of interest.

**5. ADOPTION OF THE AGENDA**

The Council will at this time either adopt the agenda as presented by the City Clerk or may remove or table any of the listed agenda items. Tabled items, unless otherwise directed, will appear on the next regular agenda. Council may not add any items to the agenda at this time. Should staff have any recommendations concerning the exclusion or tabling of agenda items they will voice these recommendations at this time.

**6. DISCUSSION REGARDING THE GARBAGE ORDINANCE**

Consideration and/or discussion regarding the Garbage Ordinance.

**7. ADJOURN**

\*\*\*\*\*

**NOTE:** People with disabilities may request reasonable accommodations. Requests must be made 48 hours prior to the meeting by contacting City Hall at 384-4271, ext. 4204, during regular business hours 8:00 a.m. to 4:30 p.m., Monday through Friday.



## NOTICE OF MEETING

### CITY COUNCIL

In accordance with Resolution No. 370 of the City of Willcox, and Section §38-431.01 of the Arizona Revised Statutes **NOTICE IS HEREBY GIVEN** that the **MAYOR AND COUNCIL** of the City of Willcox, County of Cochise, Arizona, will hold a **WORK SESSION MEETING** on **MONDAY** the **4<sup>th</sup>** day of **OCTOBER** 2010, at **6:00 P.M.**, at the **CITY COUNCIL CHAMBERS, 300 W. REX ALLEN DRIVE, WILLCOX, AZ.**

Item for consideration and/or discussion relating to:

## GARBAGE ORDINANCE

All members of the public are invited to attend such meeting.

DATED AND POSTED this 30<sup>TH</sup> day of SEPTEMBER 2010, at 2:00 P.M.

CITY OF WILLCOX, ARIZONA

*Cristina G. Whelan, CMC*

/s/CRISTINA G. WHELAN, CMC  
City Clerk Cristina G. Whelan, CMC

Agenda\2010\wsmtgnotice100410

**"Mine, Yours, Ours"**

Title 5 Health and Safety

**5.06 Solid Waste**

**Sections:**

- 5.06.010 Definitions.
- 5.06.020 Purpose and Scope.
- 5.06.030 Establishment of a Fund.
- 5.06.040 State Regulations Adopted.
- 5.06.050 General Requirements.
- 5.06.060 Collection Agency.
- 5.06.070 Collection Hours.
- 5.06.080 Establishment of Rates.
- 5.06.090 Responsibility for Payment of Charges.
- 5.06.100 Residential Refuse Service Charges.
- 5.06.110 Commercial Refuse Account charges.
- 5.06.120 Failure to Pay Refuse Charges.
- 5.06.130 Charges for Beginning Services.
- 5.06.140 Administration.
- 5.06.150 Covered Residential/Commercial Licensed Haulers--Requirements.
- 5.06.160 Inspections.
- 5.06.170 Container Requirements.
- 5.06.180 Placement of Containers for pickup.
- 5.06.190 Use of Containers.
- 5.06.200 Preparation of Refuse for Collection.
- 5.06.210 Illegal Disposal of Refuse.
- 5.06.220 Ownership of Refuse/Garbage.
- 5.06.230 Scavenging Refuse Prohibited.
- 5.06.240 Collection of Refuse.
- 5.06.250 Collection of Bulk Materials.
- 5.06.260 Biannual Cleanup of Alleys and Streets.
- 5.06.270 Recycling.
- 5.06.280 Suspension or Revocation of License.
- 5.06.290 Violations



1 **5.06.010 Definitions.**

2 The following terms, as used in this Chapter, shall have the following meanings unless the context  
3 clearly requires otherwise:

4  
5 **Administrator;** means the City Manager or designee.

6  
7 **Alley;** means a public or private way giving access to the rear of lots or buildings.

8  
9 **Alley Collection;** means collection of refuse deposited in refuse containers that are utilized by a  
10 covered residence and moved to the alley behind that covered residence on the designated days for  
11 collection of refuse materials.

12  
13 **Animal Waste;** means all waste from household pets, stables, kennels, pet pens, chicken coops,  
14 veterinary establishments and other waste of a similar nature.

15  
16 **Appliances;** means discarded appliances including refrigerators, freezers, oven ranges, water heaters,  
17 dishwashers, washers, dryers, kitchen compactors, window unit air conditioners, evaporative coolers,  
18 water softeners and other similar large residential appliances.

19  
20 **Ashes;** means all residues from the burning of any material, specifically excluding ashes from medical  
21 waste or hazardous waste.

22  
23 **Automotive Parts;** means any part or combination of parts of any kind of motor vehicle, including but  
24 not limited to tires, batteries, seats, engines, fuel tanks, doors, auto glass and upholstery.

25  
26 **Basic Refuse Services;** means the collection and disposal of refuse generated by a covered residence  
27 in accordance with this Chapter pursuant to a schedule developed by the administrator to ensure that  
28 refuse will be collected at least once per calendar week.

29  
30 **Brush;** means and is deemed to comprise but not limited to tree and hedge trimmings; discarded  
31 Christmas trees and trimmings; bark, mulch and plants, tree trunks, branches and cactus.

32  
33 **Bulk Materials;** means materials that are too large to be deposited in a City-provided refuse container  
34 but may be collected by the City pursuant to sections 5.06.250 & 5.06.100 B.

35  
36 **Business Establishment;** means any facility utilized to conduct any sort of commercial, business or  
37 industrial enterprise, other than a residence from which a home-based business is being legally  
38 conducted. Business establishments include apartment complexes, multi-plexes which are not  
39 residences as defined in these definitions, mobile home parks, hotels, motels, motor inns, and other  
40 like establishments providing lodging for travelers, long-term care facilities and nursing homes and  
41 activities conducted by nonprofit organizations.

42  
43 **City;** means the City of Willcox.

44  
45 **City Manager;** means the City Manager of Willcox.

46

1 **City Utility Services;** means the provision of Gas, Water, Sewer, and any other services which are  
2 provided by the City on a fee for service basis.  
3

4 **Collection Agency;** means a Licensed Hauler, who has received a contract from the City of Willcox  
5 for Covered Residential Refuse collection and; may also be awarded Refuse collection contracts for  
6 City Commercial accounts; and/or other Commercial accounts under a contract with the City of  
7 Willcox.  
8

9 **Commercial Byproducts;** means and is deemed to comprise, but not limited to, cuttings and savings  
10 from metal work; chemicals, oil, or special solvents; organic chemicals and compounds.  
11

12 **Commercial Hauler;** means any person or entity licensed through the city to engaged in collecting,  
13 removing, transporting or hauling refuse on or along any public street, avenue or alley within the City.  
14

15 **Commercial Refuse;** means any refuse produced by the operation of or as a byproduct of any non  
16 residential account, without regard to whether the business is licensed in the city, or whether the  
17 business activity is conducted in a public business, private residence, within the city, or any other  
18 location.  
19

20 **Commercial Unit;** means any property which receives City Utility Services and which is not a  
21 Residential Account, also known as Commercial Account. A home occupation is not considered a  
22 Commercial Unit/Account.  
23

24 **Construction Debris;** shall have the meaning set forth in A.R.S. Section 49-701.5.  
25

26 **Covered Residence;** means the following types of residential units which receive City Utility  
27 Services:

- 28 a) Single-family homes;  
29 b) Duplexes;  
30 c) Tri-plexes; and  
31 d) Multi-plexes of not more than 4 residential units, other than business establishments, with separate  
32 garages for each unit, and that permit curbside collection for each unit.  
33

34 **Curbside Collection;** means collection of refuse deposited in refuse containers that are utilized by a  
35 covered residence and moved to the street curb in front of that covered residence on the designated  
36 days for collection of refuse materials.  
37

38 **Dangerous Waste;** means and is deemed to comprise, but is not limited to, toxic chemicals and  
39 unstable compounds; materials producing noxious fumes; radioactive or explosive materials.  
40

41 **Dead Animals;** Small dead animals means weighing less than 75 pounds, Large dead animals means  
42 weighing 75 pounds or more.  
43

44 **Electronic Waste;** means scrap electronics that include computer equipment, VCRs, audio equipment,  
45 television, cell phones, and other equipment containing circuit boards. Scrap electronics do not include  
46 speakers, or kitchen appliances.



1  
2 **Garbage;** means and is deemed to comprise all putrescible wastes, except sewage and body wastes,  
3 including all organic wastes that have been prepared for, or intended to be used as food, or resulted  
4 from the preparation of food, including all such substances from all public and private establishments  
5 and residences; worthless and offensive matter; also nonputrescible household wastes including but not  
6 limited to bottles and cans; newspapers, paper, plastic vessels, glass and metal fragments less than two  
7 pounds in weight; fabrics; used clothing; rags, and packing materials such as styrofoam peanuts.  
8

9 **Generator;** means the person who produces or generates the refuse to which the provisions of this  
10 Chapter apply.  
11

12 **Hauler;** See **Licensed Hauler**  
13

14 **Hazardous Waste;** shall have the meaning set forth in A.R.S. Section 49-921.5.  
15

16 **Household Hazardous Waste;** shall have the meaning set forth in A.R.S. Section 49-701.13.  
17

18 **Landscaping Rubble;** shall have the meaning set forth in A.R.S. Section 49-701.17.  
19

20 **Licensed Hauler;** means any individual or company licensed by the City of Willcox to operate within  
21 the municipal boundaries of the City of Willcox to transport Solid Waste.  
22

23 **Litter;** means any refuse, garbage, or debris found in public areas or generated while traveling in a  
24 motor vehicle.  
25

26 **Medical Waste;** shall have the meaning set forth in A.R.S. Section 49-701.19.  
27

28 **Pickup Day;** is the day designated for normal collection of refuse from containers.  
29

30 **Private Hauler;** See **Licensed Hauler**  
31

32 **Recyclable Materials;** means refuse that is separated from other refuse for the purpose of recycling or  
33 reuse, and that meets the qualitative criteria established by the administrator for recycling.  
34

35 **Recycling;** shall have the meaning set forth in A.R.S. Section 49- 831.21.  
36

37 **Recycling Container;** means a container used for the placement of recyclable materials for collection  
38 by the City or Licensed Hauler pursuant to this Chapter.  
39

40 **Recycling Drop-Off Zone;** means the area designated by the city as a recycling collection center  
41 designed to accept and accumulate recyclable materials for the purpose of recycling.  
42

43 **Solid Waste or Recycling Collection Center;** means the City-owned property that houses the solid  
44 waste or recycling drop-off zone.  
45

46 **Refuse;** means all garbage, solid waste, trash, rubbish, appliances, vehicles, and brush.

1  
2 **Refuse Container;** means a container used for the placement of refuse for collection by a Licensed  
3 Hauler permitted pursuant to this Chapter.  
4

5 **Residential;** see **Covered Residence**  
6

7 **Residential Unit;** means any City Utility Account for Water, Sewer, or Gas, or any single or  
8 combination of those utilities which serves not more than four (4) residential houses or family units on  
9 one meter, also known as Residential Account. See Covered Residence.  
10

11 **Rubbish;** means all discarded nonputrescible waste matter.  
12

13 **Salvaging;** shall have the meaning set forth in A.R.S. Section 49-701.27.  
14

15 **Scavenging;** shall have the meaning set forth in A.R.S. Section 49-701.28.  
16

17 **Scrap Metals;** means ferrous and non-ferrous materials suitable for recycling.  
18

19 **Secondary Hauler;** means any person engaged in a business that generates, collects, removes or hauls  
20 refuse as a by-product of its primary business. Examples of secondary haulers include carpet installers,  
21 roofing companies and landscape contractors.  
22

23 **Solid Waste;** shall have the meaning set forth in A.R.S. Section 49-701.01.A, without the exclusions  
24 set forth in A.R.S. Section 49-701.01.B.  
25

26 **Solid Waste Inspector;** means any police officer, code enforcement officer, or other city employee  
27 with written authorization from the City Manager to inspect public and private properties, to issue  
28 citations and to enforce the provisions of this chapter.  
29

30 **Special Waste;** shall have the meaning set forth in A.R.S. Section 49-851.A.  
31

32 **Street;** means a public or private way, other than "alleys," used for public travel.  
33

34 **Transfer Facility;** shall have the meaning set forth in A.R.S. Section 49-701.34.  
35

36 **Trash;** means and is deemed to comprise all nonputrescible wastes, excluding soil and construction  
37 debris, including but not limited to household trash such as cardboard boxes and cardboard; bedding,  
38 mattresses and box springs; small wood fragments not associated with building or construction; yard  
39 trash including weeds, grass clippings; discarded carpets; rope, twine, jute; bagging or burlap, and  
40 ashes.  
41

42 **Unacceptable waste;** means the following types of solid wastes that may not be placed in a licensed  
43 hauler provided refuse or recycling container:

44 (a) liquid waste

45 (b) septic tank pumpings

46 (c) hazardous waste

- 1 (d) household hazardous waste
- 2 (e) special waste
- 3 (f) sludge
- 4 (g) vehicle bodies
- 5 (h) vehicle tires or equipment tires
- 6 (i) livestock
- 7 (j) batteries, other than small alkaline batteries
- 8 (k) ammunition
- 9 (l) medical waste
- 10 (m) radioactive waste
- 11 (n) scrap metal
- 12 (o) household construction and demolition debris
- 13 (p) concrete
- 14 (q) dirt and rocks

15  
16 **Vegetative Waste;** shall have the meaning set forth in A.R.S. Section 49-701.36.

17  
18 **5.06.020 Purpose and Scope:**

19 The purpose of this chapter is to (i) protect the health and safety of the citizens of the city, (ii) protect  
20 the environment by establishing minimum standards for the safe and sanitary collection, storage,  
21 treatment, transportation, processing and disposal of refuse and recyclables generated within the city  
22 and (iii) establish fees for the city's refuse, inspection, collection and disposal services to recover the  
23 city's costs to provide such services. As authorized by Arizona Revised Statutes 49-701 et seq and 49-  
24 765.

25  
26 **5.06.030 Establishment of a Fund.**

27 There is hereby established an Enterprise Fund for the purpose of collecting monies and making  
28 payments for the Operation of the Solid Waste activities of the City of Willcox. Such Fund shall be  
29 operated as an "Enterprise Fund" as that term is defined by the Government Finance Officers  
30 Association (GFOA).

31  
32 **5.06.031 Establishment of Fees.**

- 33 1) The City Council shall review the estimated expenses, incomes, reserves, and fund balance annually
- 34 in April for the Fiscal year to begin the next July 1.
- 35 2) The City Council shall set such fees by Resolution that shall produce the estimated revenues
- 36 necessary to pay all of the estimated costs in the ensuing Fiscal year.

37  
38 **5.06.040 State Regulations Adopted.**

39 The laws and regulations promulgated and published by the Arizona State Health Department, along  
40 with subsequent revisions and amendments are adopted by reference and made a part of this chapter.  
41 The penalty sections in such laws and regulations shall not be applicable within this city. (ARS 49-  
42 741.2)

43  
44 **5.06.050 General Requirements.**

45

1 **5.06.051 Generator responsibilities.** Generators shall be responsible for compliance with all  
 2 applicable federal, state and local laws relating to the refuse generated, including compliance with  
 3 Chapter and, as applicable, provisions of Title 5 of this Code.

4  
 5 **5.06.052 Property owner and tenant responsibilities.** Property owners and tenants shall be  
 6 responsible for compliance with all applicable federal, state and local laws relating to the refuse  
 7 generated, accumulated, stored or otherwise deposited on their property, including compliance with  
 8 this Chapter and, as applicable, maintenance provisions of Title 5 of this Code.

9  
 10 **5.06.053 Proper storage of refuse.** Except where expressly provided otherwise in this Chapter, all  
 11 refuse shall be stored or accumulated in refuse containers meeting the requirements of this Chapter.  
 12 Refuse shall be placed in leak proof plastic bags that are tightly secured prior to being placed in refuse  
 13 containers. This subsection does not apply to the storage or accumulation of recyclable materials  
 14 pursuant to this Chapter, refuse stored or accumulated within a building structure and vegetative waste  
 15 stored or accumulated on property in conjunction with legitimate composting activities.

16  
 17 **5.06.054 Proper placement of refuse.** Unacceptable refuse shall not be placed in refuse or recycling  
 18 containers. No refuse shall be placed in a refuse or recycling container if such placement will damage  
 19 the container or preclude the lid from completely closing.

20  
 21 **5.06.055 Maximum weight.** The weight of the refuse placed in ninety-six (96) gallon issued refuse  
 22 containers shall not exceed two hundred (200) pounds and for the 1.5 yard and 3 yard containers  
 23 provided for commercial collection shall not exceed two thousand (2000) pounds.

24  
 25 **5.06.056 Proper disposal.** In addition to other federal, state and local statutes, rules and regulati  
 26 limiting the disposal of refuse, no person shall discard or otherwise dispose of any refuse on or in any  
 27 refuse or recycling container that has not been assigned for use by that person or on or in any street,  
 28 sidewalk, alley, right-of-way or other City property except as expressly authorized and approved by  
 29 the Administrator.

30  
 31 **5.06.057 All users of City Utility Service are required to have Solid Waste Service.**

32 1) In order to promote the safe and sanitary disposal of Solid Waste, all users of City Utility Services  
 33 are required to provide for disposal of Solid Waste as provided in this Chapter whether within or  
 34 outside of the Corporate limits of the City, as a condition of receiving any City Utility Service.

35 **2) Exceptions to the requirement that each Utility service provide for Disposal of Solid Waste.**  
 36 For the purposes of this Article and Chapter of the City Code, the following Utility connections do not  
 37 require Solid waste service:

38 A) Voluntarily disconnected meters,

39 B) Multiple meters which serve a single property – one meter shall be labeled in City  
 40 records as the main meter and other meters cross referenced as submeters,

41 C) Irrigation only meters – which shall be labeled in the City records, and

42 D) Other Utility hook ups where it can be demonstrated that the presence of Utilities does  
 43 not result in the generation of ANY solid waste.

44

1 **5.06.058 Charges for multiple Residential units on one meter.** Each Residential unit attached to a  
 2 single meter shall be charged the fee for refuse service. i.e. a duplex on one water meter would be  
 3 charged two refuse charges, a triplex would be charged three refuse charges.  
 4

5 **5.06.059 No splitting of Charges on Residential units.** Each City Utility Service shall be one  
 6 account. Only one account shall be established for each meter. i.e. a duplex on a single water meter  
 7 will receive one bill for services at that location. The primary Utility service will be Water; if multiple  
 8 gas meters are connected to a property which has one water meter, each gas meter may be billed  
 9 separately. The solid waste bill will be charged to the primary Water meter account. If no water service  
 10 is available, but Gas service is provided the solid Waste charge shall be attached to the Gas Account. If  
 11 neither Water nor Gas is provided, but Sewer service is provided the Solid Waste bill shall be attached  
 12 to the Sewer Account.  
 13

14 **5.06.070 Collection Hours.**

15 The collection hours shall be established by the Administrator.  
 16

17 **5.06.080 Establishment of Rates.**

18 The council shall from time to time fix the rates, by Resolution, for refuse services at a sufficient level  
 19 to maintain the financial integrity of the Solid Waste Fund. Also see 5-06-031.  
 20

21 **5.06.090 Responsibility for Payment of Charges.**

22 A. The property owner is responsible for the payment of Refuse Charges under this section of the City  
 23 Code.

24 B. If the Charges are being collected by the City of Willcox through the billing Department; and the  
 25 property is rented to a third party; then the property owner may be relieved of responsibility for  
 26 outstanding Charges and the filing of liens on the property if:

- 27 1. The property owner files an affidavit with the City stating the property is rented to a third party.
- 28 2. The third party deposits with the City of Willcox a security deposit equaling twice the estimated  
 29 monthly charge. The security deposit may be applied to the final bill or refunded to the third party at  
 30 the time the account is closed.

31 C. The City may pursue collection of outstanding amounts by all legal means possible, including but  
 32 not limited to; use of deposits, liens on property, and denial of hook ups when there are outstanding  
 33 amounts owed to the City by the parties requesting the hookup.  
 34

35 **5.06.100 Covered Residence Refuse Service Charges.**

36 A. Covered Residence Service.

- 37 1. Standard Refuse service is as defined in the contract between the City and the Collection Agency.
- 38 2. Residential units which can be serviced by alleys shall have alley collection. Other residential units  
 39 shall have curbside service. This shall include refuse collection. The Collection Agency with City  
 40 Approval may approve collection at other locations.
- 41 3. A standard monthly charge shall be assessed for each residential unit; no allowance for holiday or  
 42 missed collections beyond the control of the city..
- 43 4. The Council may establish special residential rates for of Senior or disabled individuals. Those rates  
 44 shall not be less that the cost paid to the Collection Agency for Covered Residence Refuse service plus  
 45 the estimated amount for the tipping fees paid to the Cochise County Transfer station. Collection sites  
 46 for these residential units will be individually established between the City and the Collection Agency.

1 5. The Collection Agency is the only authorized refuse collector for covered residence refuse in the  
 2 City of Willcox. All residences within the city are required to use and pay for this service. Residence  
 3 may haul some refuse to an approved disposal site at their expense; however, the covered residence  
 4 refuse fees are mandatory regardless of service. Service may not be cancelled except when  
 5 disconnecting all utility services to the residence.

6 B. Special Services Charges:

7 1. Bulky Materials will be collected by the Collection Agency \* by special request of customers. The  
 8 bulky trash collection charge is based on the volume collected. A pile of more than four cubic yards is  
 9 considered bulky trash. One pickup per month per residence is included in the base monthly fee paid  
 10 by the user; additional pickups may result in supplemental charges to the user.

11 2. Appliances and other items may be collected by special request by any Licensed Hauler (a fee may  
 12 be charged).

13 3. Vacant lot cleanup charges shall be based on bulky materials collection rates. The lot owner must  
 14 contract a Licensed Hauler. The city may contact the property owner if trash is placed without  
 15 notifying the city on vacant lots.

16 C. Damaged Residential Container Charges:

17 1. Covered Residence customers damaging containers through improper use shall be billed for labor  
 18 and material costs to repair the containers. The City of Willcox shall notify the customer of the charges  
 19 and such charges shall be applied to the monthly bill.

20 2. Normal wear and tear will not be billed as damages. The City of Willcox shall determine what  
 21 constitutes normal wear and tear.

22 D. Residents may self transport bulky materials, on occasion, to an acceptable disposal site in  
 23 accordance with the requirements of State Law.

24 E. The Administrator may provide permission for groups performing special cleanups to transport  
 25 refuse to an acceptable disposal site.

26 F. Litter may be placed in any container provided for collection under this Chapter of the City Code.

27  
 28 **5.06.110 Commercial Refuse Account Charges.**

29 A. Commercial Accounts. All commercial entities shall pay for refuse collection to a Licensed  
 30 Hauler. Failure to arrange service is a violation of this code section and in addition to any other  
 31 penalties the City shall discontinue utility service to any Commercial Account which does not maintain  
 32 Refuse Service:

33 1. Service by Collection Agency. Commercial customers shall pay for the volume of refuse collected  
 34 per month based on container size and frequency of collection. The volume shall be based on a  
 35 monthly average with no allowance for holiday or missed collections beyond the control of the city. A  
 36 minimum charge shall apply to all businesses regardless of service level. The city shall establish the  
 37 rated volume of this rate.

38 2. Service by other Licensed Haulers – Commercial accounts may hire Licensed Haulers to collect  
 39 their refuse. Licensed Haulers shall provide appropriate containers for Commercial Accounts.

40 B. Other Commercial Charges.

41 1. Commercial customers may arrange bulky trash collection with any Licensed Hauler.

42 2. Collection and transport of Appliances and other items may be arranged with any Licensed Hauler.

43 3. Vacant lot cleanup charges may be arranged with any Licensed Hauler.

44 C. The Administrator may provide special permission on individual occasions for self transport of  
 45 trash by the commercial entity to an acceptable disposal site.

46 D. Collection and Transport of Dangerous Waste may be arranged with any Licensed Hauler.

1 E. Litter may be disposed of in any container provide for collection under this Chapter of the City  
2 Code.

3 F. Failure to provide adequate storage or collection of Refuse by a Commercial Account may result in  
4 discontinuation of City Utility Service to the Location.

5 G. Constructions sites shall be maintained in a manner to prevent the distribution of waste off the site  
6 by the elements.

7  
8 **5.06.120 Failure to Pay Refuse Charges.**

9 In the event that any customer shall fail to pay for Refuse service as provided in this chapter, the city  
10 manager or authorized representative is authorized to discontinue water service, sewer, gas, or other  
11 city services to the property until such time as payment is made. The City may also impose a lien on  
12 the property where the Refuse Service was provided of sufficient amount to recapture any costs,  
13 including any administrative charges, owed to the City.

14  
15 **5.06.130 Charges for Beginning Services.**

16 Charges for Refuse services to newly constructed structures shall commence upon final inspection and  
17 approval of such structures by the city building inspector unless no service is required to the property.  
18 The property shall be clean and clear of all construction materials or debris. The Refuse services shall  
19 begin after a certificate of occupancy permit has been issued for a structure.

20  
21 **5.06.140 Administration.**

22 The City Manager or authorized representative is designated as administrator and enforcing officer of  
23 this title.

24  
25 **5.06.150 Covered Residence /Commercial Licensed Haulers--Requirements.**

26 Collection of covered residence/commercial refuse and special material may be hauled by approved  
27 Licensed Hauler that is licensed by the City, to perform such work. Such license will be issued by the  
28 City under the following conditions:

29 A. The City must have satisfactory evidence that the refuse contractor possesses the necessary  
30 equipment and qualifications to collect, transport and dispose of covered residence refuse and special  
31 material in a manner satisfactory to the city and in conformity with the state or county department of  
32 health laws, rules and regulations.

33 B. The Licensed Hauler shall receive approval to operate within the city on a yearly basis. The city  
34 and Licensed Hauler will execute the standard private refuse hauling agreement prepared by the city.

35 C. The said agreement shall include the following stipulations:

36 1. The Collection Agency shall provide the city with, and keep current, a list of all customers covered  
37 by the Contract between the City and the Collection Agency. Specifically, the Hauler shall notify the  
38 city within two weeks prior to any addition or deletion of customers.

39 2. All other Licensed Haulers shall provide the administrator with written notice of intent to provide  
40 refuse collection services to each new business establishment prior to commencing that service. The  
41 notice shall include the name and address of the business establishment, the ownership of the business  
42 establishment, the number, type and size of refuse containers that will be collected, and the days of  
43 collection. A complete list of all business establishments serviced by Licensed Haulers shall be  
44 provided to City with any request for annual renewal of the permit. Licensee shall also promptly notify  
45 the City if Licensed Hauler's customers are sold, transferred or assigned or if shall provide the  
46 administrator with written notice of intent to provide refuse collection services to each new business

1 establishment prior to commencing that service. The notice shall include the name and address of the  
2 business establishment, the ownership of the business establishment, the number, type and size of  
3 refuse containers that will be collected, and the days of collection. A complete list of all business  
4 establishments serviced by licensee shall be provided to City with any request for annual renewal of  
5 the license.

6 3. The licensee shall also promptly notify the City if licensee's business is sold, transferred or assigned  
7 or if licensee discontinues the collection and hauling of refuse within the City.

8 4. Hauler shall comply with all state, county and city laws and ordinances regulating the collection of  
9 refuse.

10 5. The hauler shall provide proof of Liability Insurance in the amount of one million dollars  
11 (\$1,000,000) naming the City as additionally insured.

12 D. This agreement shall be personal to the hauler, and may not be assigned or transferred without the  
13 written consent of the city.

14 E. The city may impose other stipulations in the best interests of the city.

15 F. The Licensed Hauler shall pay monthly to the City; 5% of the Gross receipts collected for providing  
16 Solid Waste services within the City of Willcox, but not less than fifty dollars (\$50.00) each month for  
17 the privilege of using the City's Right of Ways to conduct the private business and to offset the  
18 administrative cost of maintaining the records. These receipts shall be deposited into the City's  
19 General Fund. The hauler shall maintain an adequate set of books to reflect the amounts charged to  
20 customers within the City of Willcox. The hauler shall grant the City or its representatives the right to  
21 audit books upon 72 hours notice by the City.

22 G. The hauler shall provide all refuse containers for customers per section 5.06.170.

23 H. Vehicle requirements. The administrator may inspect the vehicles to be utilized by the licensed  
24 haulers prior to issuance of a license or license renewal and at any time during the term of the license  
25 All vehicles must meet the following requirements throughout the term of the permit:

26 1. Vehicles must be maintained in good condition and repair. That portion of the vehicle into which  
27 solid waste is deposited shall be watertight up through eighteen (18) inches above the bed floor, shall  
28 have watertight rear door seal(s), if applicable, and be free of any openings that would permit solid  
29 waste to leak from the vehicle;

30 2. All open-top vehicles must be covered or tarped when in transit to prevent its contents from  
31 spilling or blowing from the container onto the roadway. Tarps must be affixed to each vehicle at all  
32 times;

33 3. All vehicles shall be equipped with an operable backup audible safety alarm meeting industry  
34 standards;

35 4. Vehicles shall be maintained and operated in such a manner to ensure that noise levels do not  
36 exceed seventy-five (75) decibels at a distance of twenty-five (25) feet; and

37 5. The outside of each vehicle must be clearly identified with the name and phone number of the  
38 contractor operating the vehicle and the City provided license number. All letters shall be no less than  
39 three (3) inches in height and shall be displayed on both sides and the rear of the vehicle.

40 6. The hauler shall permit the city to inspect trucks, containers and equipment used within the city  
41 limits upon request of the city. After inspection, the city shall notify the Department of Environmental  
42 Quality Solid Waste Management, and the Licensed hauler if any equipment, trucks or containers do  
43 not meet Arizona Administrative Code R18-13-310 or city ordinances. Any violations of said  
44 requirements not corrected by the hauler within fifteen (15) days of notification will be reported to the  
45 Department of Environmental Quality Solid Waste Management. Failure to correct said violations



1 within thirty (30) days from initial notification shall be grounds for termination of the agreement to  
 2 pick up refuse within the City of Willcox.

3 I. All contracts for the collection and hauling of commercial refuse within the city shall contain a  
 4 clause allowing the contract to be cancelled by the customer in the event the haulers license is  
 5 suspended or revoked by the City.

6 J. Licensed hauler shall immediately pick up all material that drops, spills, leaks, or is blown from a  
 7 collection container or vehicle, and shall repair damage to, and clean the place onto which any material  
 8 was so dropped, spilled, blown or leaked to the reasonable satisfaction of the administrator.  
 9

10 **5.06.160 Inspections.**

11 The City Administrator may conduct inspections of refuse storage containers, collection, hauling and  
 12 disposal activities to ensure compliance with, and knowledge of, the provisions of this Chapter. The  
 13 city may provide notice of compliance violations prior to undertaking formal enforcement action  
 14 pursuant to procedures established by the administrator. Inspections of restricted access areas on  
 15 private property shall not be conducted without prior notice to the property owner.  
 16

17 **5.06.170 Container Requirements.**

18 Licensed hauler- provided refuse containers for covered residences or commercial businesses.

19 A. The licensed hauler shall provide refuse containers to all covered residences or commercial  
 20 businesses for either curbside collection (one curbside container per covered residence) or alley  
 21 collection (one alley container per covered residence), whichever is applicable. Containers shall be  
 22 provided by licensed hauler.

23 B. Licensed hauler-provided refuse containers are the property of the licensed hauler and shall located  
 24 per section 5.06.180.

25 C. The container size shall be determined by the hauler and city to meet the needs of the customer  
 26 served.

27 D. The container shall be marked with the name of the Hauler.

28 E. Container damage, removal or tampering.

29 a. General. The containers shall remain the property of the hauler. The hauler shall have complete  
 30 jurisdiction over use, repair, removal or investigation of improper use or tampering.

31 b. Damage to Containers.

32 1. Damage to containers including burning or breakage will be investigated by hauler. The  
 33 homeowners, users, or commercial establishments shall be responsible for damages due to misuse.  
 34 Hauler will notify the homeowners, users, or commercial establishments of the damages to containers  
 35 caused by misuse. Melting caused by hot ashes is considered damage. The city will offer one month of  
 36 free garbage and trash service to residential customers who provide information leading to arrest and  
 37 conviction of vandals.

38 2. Damages caused by improper use, overloading, or accidental actions shall be covered totally by  
 39 the party who caused the damage of the container. The customers shall be notified of the charges for  
 40 repair or replacement of the container. The customer or customers shall be billed for the charges on  
 41 their monthly utility bill. For container(s) used by several customers, the charges shall be distributed  
 42 equally to all users of the container.

43 3. Damages caused by vandalism or normal wear will be repaired by the hauler at the sole expense  
 44 of the hauler.

45 4. Damages to containers caused by city equipment shall be the responsibility of the city. Any costs  
 46 or charges shall be absorbed by the city in the appropriate department budget.

1 5. The licensed hauler will provide replacement containers at no additional expense where  
 2 replacement is necessary because of normal wear and tear caused by proper usage. The owner  
 3 occupant of a covered residence will be charged the fee set forth by City Council resolution when  
 4 replacement of a container is required because of something other than normal wear and tear caused by  
 5 proper usage.

6 6. It shall be the responsibility of the licensed commercial hauler to maintain refuse containers in a  
 7 sanitary condition and in good repair and to remove any graffiti on these containers within seventy-two  
 8 (72) hours following notification by a designated Administrator.

9 F. The owner or occupant of a covered residence is responsible for keeping all licensed hauler-  
 10 provided refuse containers in a clean and sanitary condition and to use such containers only for their  
 11 intended purpose.

12 G. All containers used must have operative lids and be equipped with decals stating that container lids  
 13 must be closed at all times other than when placing refuse in the container.

14  
 15 **5.06.180 Placement of Containers for Pickup.**

16 A. Refuse containers used for alley collection shall be placed by the Licensed Hauler in the alley near  
 17 the property line in a location determined by the administrator. No person may change the pickup  
 18 locations without prior approval by the administrator.

19 B. 1. Refuse containers used for curbside collection shall be placed either in the right-of-way  
 20 against the curb in front of each covered residence, or in the driveway for that residence at the curb  
 21 line, away from street light poles, mail boxes and parked cars. Refuse containers shall be located in  
 22 such a manner as to not create a pedestrian hazard, impair the use of the sidewalk or interfere with  
 23 vehicular traffic. If parked cars prevent access by mechanized collection vehicles to the sidewalk or  
 24 driveway, the containers shall be placed in the right-of-way away from such parked cars.

25 2. Curbside containers shall not be set out prior to 6AM on pickup day and must be removed  
 26 property by 9PM on pickup day.

27 C. Where mechanized collection vehicle access is restricted by the residential development design, the  
 28 city shall designate the collection location for refuse containers, and bulk materials, on the nearest  
 29 public street on which collection vehicles are able to operate safely. Because refuse containers from  
 30 such developments will be grouped together, rather than being adjacent to a covered residence as set  
 31 forth in subparagraph B above, the licensed hauler shall cause house number markings to be affixed on  
 32 the licensed hauler provided containers to identify the covered residence address associated with each  
 33 container placed for collection. The owner or occupant of a covered residence shall place refuse  
 34 containers a minimum of two (2) feet apart to facilitate automated collection.

35  
 36 **5.06.190 Use of Containers.**

37 A. Designated Users.

38 1. Each container shall have a designated user or users. No other parties shall place refuse in that  
 39 container. Placement of refuse in containers not authorized is a violation of this section of the City  
 40 Code.

41 2. Commercial Unit may not share a container or containers.

42 3. In all cases the Commercial Unit shall be assigned a specific container or containers by the hauler.

43 4. Persons using a container not assigned to them shall be notified of improper use.

44 B. Improper use of containers is a violation of this section of the City Code.

45 1. Improper use of container shall include removal, tampering, overloading, burning in the container,  
 46 dumping hot ashes, or movement.

1 2. Commercial establishments shall not move full containers. A container should remain in its  
2 assigned location.

3 3. Residential users shall not place soil, concrete, or building materials in the container.

4 C. Litter may be disposed of in any container provide for collection under this section of the City  
5 Code.

6  
7 **5.06.200 Preparation of Refuse for Collection.**

8 All refuse shall be prepared for collection or disposed of as follows:

9 A. Garbage. All Refuse shall be placed within plastic bags which are closed so as to prevent the  
10 escape of any Refuse from the bag. All Refuse shall be placed completely within the container  
11 provided by the contractor but the container shall not be overfilled.

12 B. Trash shall be bundled or bagged as follows:

13 1. Cardboard boxes and cardboard shall be flattened, bundled and weighted to keep it in place during  
14 winds.

15 2. Weeds and grass clippings and leaves shall be bagged in plastic garbage bags of thirty (30) gallon  
16 size and placed in the containers provided. Individuals are strongly encouraged to transport their green  
17 waste to the City Composting site.

18 3. All bundles or bags shall be forty (40) pounds maximum and packed so as not to rupture for easy  
19 pickup in the containers provided.

20 4. Ashes must be cooled before placement in the container for collection. Ashes may be placed in the  
21 plastic containers but must be cool so as not to melt or burn the container.

22 C. Brush. Brush shall be tied, bundled and stacked as follows:

23 1. Hedge clippings and plants shall be bagged in large plastic garbage bags or in disposable  
24 cardboard boxes. The bags shall be forty (40) pounds maximum in weight and filled so as not to break.

25 2. Tree trimmings and branches shall be cut into maximum four foot lengths and tied tightly into  
26 bundles of forty (40) pounds maximum weight. The individual stems shall be placed in a parallel  
27 direction in the bundle.

28 3. Tree trunks are handled as Bulky materials

29 4. Christmas trees and trimmings shall have all extremely flammable materials removed from same.  
30 The trees shall be cut into a length such that the maximum weight of the length is forty (40) pounds.  
31 Trimmings shall be boxed or bagged not to exceed maximum weight of forty (40) pounds without  
32 breaking. .

33 D. Appliances, Furniture and Vehicles.

34 1. The licensed hauler will collect discarded appliances, lawn mowers, other outside appliances, old  
35 furniture and household tools from residences. The citizen shall call the City of Willcox Public Works  
36 Department for service. The customer shall provide a name and address of the location. The licensed  
37 hauler shall respond within two working days of a call.

38 2. Abandoned or discarded automobiles, motorcycles, scooters, and motorized vehicles shall be  
39 disposed of by the property owner from private property or public right-of-way.

40 E. Building Materials.

41 1. All owners, contractors and builders of structures shall, upon the completion of any structure,  
42 gather up and haul away, at their sole cost and expense, all refuse of every nature, description or kind,  
43 which has resulted from the building of such structure, including all these materials previously defined  
44 in this chapter, and properly dispose of the materials at a landfill or transfer station.

1 2. Residential customers shall dispose of construction materials at their expense. The residential  
2 customers must haul construction materials to the landfill/transfer station themselves. This includes  
3 remodeling wastes.

4 3. Soil, concrete, bricks, concrete blocks, or fragments, aggregate, stone or bituminous concrete will  
5 not be collected by the city. This must be hauled by the builder, owner or resident and properly  
6 disposed of at a landfill or transfer station. Generator of this waste may hire any Licensed hauler for  
7 proper disposal.

8 F. Byproducts. Any commercial or manufacturing establishment which by the nature of its operations  
9 creates an unusual amount of byproduct refuse may be required by the Administrator, to properly  
10 dispose of its own wastes at a landfill or transfer station. Generator may hire any Licensed hauler for  
11 proper disposal.

12 G. Dangerous Waste. Dangerous wastes shall be placed in a proper container, plainly marked  
13 "Dangerous Material Handle with Care." The Licensed Hauler reserves the right to deny service for  
14 certain dangerous wastes and to require the customer to properly dispose of it by other means. The  
15 container shall identify the dangerous materials by the accepted material code used by firefighting  
16 organizations.

17 H. Small Dead Animals. Small dead animals shall be disposed of by the city animal control officer  
18 through the police department. In no case shall the dead animal be placed in a refuse container or trash  
19 pickup.

20 I. Large Dead Animals. Large dead animals shall be properly disposed of by the property owners at  
21 their expense. In no case shall large animals or animal parts be placed in a refuse container or trash  
22 pickup. Generator may hire any Licensed Hauler for proper disposal.

23 J. Commercial Garbage, Trash, and Refuse. All commercial Units shall dispose of garbage, trash and  
24 refuse through city Licensed Hauler. Cardboard shall be flattened and placed in the container or  
25 flattened and bundled. The hauler, with approval from the city, shall determine the appropriate type of  
26 container use.

27  
28 **5.06.210 Illegal Disposal of Refuse.**

29 A. It is unlawful for any person to place or cause to be placed any refuse upon any public or private  
30 property within the city, except as specifically permitted in this chapter.

31 B. It is illegal to place refuse in recycling containers.

32 C. It is illegal to place refuse generated outside the City of Willcox in public or private refuse  
33 containers within the City of Willcox.

34  
35 **5.06.220 Ownership of Refuse/Garbage.**

36 A. Residential Refuse set out in alleys or street rights-of-way for collection shall become the property  
37 of the city, if the city is properly notified of the need for a pickup and the Trash or brush is properly  
38 prepared to be accepted by the hauler.

39 B. Refuse in commercial containers but on private property shall be the property of the commercial  
40 unit until collected and placed in the Hauler's vehicle at which time it becomes the property of the  
41 hauler.

42 C. Refuse becomes the property of the County when properly deposited at the Transfer  
43 station/landfill.

44 D. Commercial Refuse shall become the property of the city when placed in vehicles operated by the  
45 Collection Agency.

46 E. All items properly placed in recycling bins become the property of the City of Willcox.

1  
2 **5.06.230 Scavenging Refuse Prohibited.**

3 No person or persons shall scavenge refuse once it has become property of the city or Licensed hauler  
4 as defined above. Scavenging shall include sorting through or picking up refuse from piles, containers,  
5 vehicles, or the landfill site. Commercial Accounts shall control scavenging of refuse from containers  
6 on their property.  
7

8 **5.06.240 Collection of Refuse.**

9 **5.06.241 City collection of refuse.** Except as expressly provided to the contrary in this Chapter, all  
10 refuse, other than unacceptable refuse, generated at a covered residence shall be collected and either  
11 disposed or recycled by a Licensed Hauler and every person residing in a covered residence that  
12 generates refuse shall cause the same to be collected by the licensed hauler, its authorized agents or  
13 other qualified operatives as provided herein.  
14

15 **5.06.242 Covered residences.** The City will provide basic refuse services for all covered residences  
16 and charge the monthly disposal fee for these services set forth in this Code. Refuse will only be  
17 collected by the licensed hauler when placed in refuse containers issued by the licensed hauler, or  
18 when properly set out for bulk collection pursuant to section 5.06.250.  
19

20 **5.06.243 Commercial Units.** The City may provide refuse collection and disposal services for  
21 Commercial units. Commercial Units must properly dispose of all refuse they generate with a Licensed  
22 Hauler that is permitted to provide such collection activities pursuant to section 5.06.150.  
23

24 **5.06.250 Collection of Bulk Materials.**

25 **5.06.251 Bulk materials collected for disposal; requirements; fees.** Included as part of the monthly  
26 disposal fee for providing basic refuse services for covered residences; is the right to request the  
27 collection of bulk materials once per month at no additional charge. Requests for collection of bulk  
28 materials for disposal that exceed the once per month provided may be charged the fee set forth by  
29 City Council resolution for additional bulk material disposal.  
30

31 **5.06.252 Collection parameters.** Owners or occupants of a covered residence wishing to request bulk  
32 materials collection shall call the City before placing bulk materials per section 5.06.100.B. Upon  
33 receipt of a request for bulk materials collection from an owner or occupant of a covered residence, the  
34 administrator will schedule a time for the collection of the bulk materials. Bulk materials shall be  
35 placed out for collection no later than 6:00 a.m. on the day scheduled for collection and no earlier than  
36 twenty-four (24) hours before the collection time scheduled by the City. Except as provided by the  
37 administrator, the bulk materials shall be prepared in accordance with the requirements 5.06.200.C.  
38 The City will not accept unacceptable waste during a bulk materials collection.  
39

40 **5.06.253 Placement of bulk materials to be collected.** Bulk materials shall only be collected if  
41 placed along the right-of-way behind the curb or in the alley, on the property of the covered residence.  
42 The placement of bulk materials must not block alley passages, sidewalks for pedestrian usage or  
43 interfere with curbside container collection and shall be no more than four (4) feet from the sidewalk,  
44 or curb where there is no sidewalk. Notwithstanding the above, the administrator may designate an  
45 alternative location for the placement of bulk materials to be collected where there is restricted access  
46 to the front of a covered residence, or to provide reasonable accommodations for those persons

1 needing special assistance with proper placement. Persons in need of an accommodation shall provide  
 2 the administrator with written documentation from that person's physician setting forth the need  
 3 such accommodations. Such written documentation from that person's physician must be updated  
 4 an annual basis.

5  
 6 **5.06.260 Biannual Cleanup of Alleys and Streets.** Twice a year the City shall arrange a citywide  
 7 cleanup.

8  
 9 **5.06.270 Recycling.**

10 A. Residential recycling is encouraged. All recycled materials shall be stored so as to eliminate any  
 11 breeding areas for insects and other pests and dispersal by the elements. No more than five percent  
 12 (5%) of residential property may be used for the handling and storage of recycled materials.

13 B. Commercial Recycling is permitted in properly zoned areas.

14 C. Commercial Units may store materials on site for recycling in a manner to eliminate the breeding  
 15 areas for insects and other pests and dispersal by the elements. No more than five percent (5%) of the  
 16 commercial property shall be used for storage of recyclable materials.

17 D. The City may establish recycling programs and drop off sites for recycling materials on City  
 18 property throughout the City.

19 E. Residents and Commercial Units are authorized to transport recyclable materials to  
 20 recycling/compost sites.

21  
 22 **5.06.280 Suspension or Revocation of License.** The City may suspend or revoke the covered  
 23 residence/commercial hauler license whenever a licensee violates the provisions of that license, or this  
 24 Chapter, or fails to pay all fees when due. Notice of proposed suspension or revocation shall  
 25 delivered personally or by certified mail to the licensee and shall become effective five (5) worki  
 26 days after the receipt of the notice unless the licensee files a notice of appeal pursuant to section 5-2-11  
 27 of this Title. Failure to file a notice of appeal within five (5) working days of the date of the notice of  
 28 suspension or revocation shall constitute a full waiver of the right to contest that suspension or  
 29 termination.

30  
 31 **5.06.290 Violations.**

32 Any person who violates any of the provisions of this Chapter, or any license issued pursuant to this  
 33 Chapter, shall be guilty of a civil infraction punishable as set forth in Section 5-1-1.