CITY OF WILLCOX

MAYOR AND CITY COUNCIL MEETING
WORK SESSION
AGENDA

NOTE DATE: Monday, November 1, 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 REFUSE ORDINANCE
   Consideration and/or discussion regarding the Refuse Ordinance.

7. ADJOURN

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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 **1ST** day of **NOVEMBER 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:

REFUSE ORDINANCE

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

DATED AND POSTED this 28TH day of OCTOBER 2010, at 3:00 P.M.

CITY OF WILLCOX, ARIZONA

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

Agenda\2010\wsmtgnotice110110

"Mine, Yours, Ours"

Title 5 Health and Safety

5-6 Solid Waste
Sections:

5-6-1 Definitions.
5-6-2 Purpose and Scope.
5-6-3 Establishment of a Fund.
5-6-4 State Regulations Adopted.
5-6-5 General Requirements.
5-6-6 Collection Hours.
5-6-7 Establishment of Rates.
5-6-8 Responsibility for Payment of Charges.
5-6-9 Residential Refuse Service Charges.
5-6-10 Commercial Refuse Account charges.
5-6-11 Failure to Pay Refuse Charges.
5-6-12 Charges for Beginning Services.
5-6-13 Administration.
5-6-14 Covered Residential/Commercial Licensed Haulers--Requirements.
5-6-15 Inspections.
5-6-16 Container Requirements.
5-6-17 Placement of Containers for pickup.
5-6-18 Use of Containers.
5-6-19 Preparation of Refuse for Collection.
5-6-20 Illegal Disposal of Refuse.
5-6-21 Ownership of Refuse/Garbage.
5-6-22 Scavenging Refuse Prohibited.
5-6-23 Collection of Refuse.
5-6-24 Collection of Bulk Materials.
5-6-25 Biannual Cleanup of Alleys and Streets.
5-6-26 Recycling.
5-6-27 Suspension or Revocation of License.
5-6-28 Violations

5-6-1 Definitions.

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

A.A.C.; means Arizona Administrative Code.

Administrator; means the City Manager or designee.

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

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

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

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

A.R.S.; means Arizona Revised Statutes.

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

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

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

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

Bulk Materials; means materials that are too large to be deposited in a provided refuse container but may be collected by the Licensed Hauler pursuant to sections 5-6-24 & 5-6-9 B.

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

City; means the City of Willcox.

City Manager; means the City Manager of Willcox, or Designee.

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

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

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

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

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

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

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

Covered Residence; means the following types of residential units which receive City Utility Services:
A. Single-family homes;
B. Duplexes;
C. Tri-plexes; and
D. Multi-plexes of not more than 4 residential units, other than business establishments.

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

Customer: is a person(s) who has the responsibility for payment of services at a Residential or Commercial Unit.

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

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

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

Garbage; means and is deemed to comprise 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 resulted from the preparation of food, including all such substances from all Residential or Commercial Units; worthless and offensive matter; also nonputrescible household wastes including but not limited to bottles and cans; newspapers, paper, plastic vessels, glass and metal fragments less than two pounds in weight; fabrics; used clothing; rags, and packing materials such as styrofoam peanuts.

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

Hauler; See Licensed Hauler.

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

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

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

Licensed Hauler/Licensee; means any individual or company licensed by the City of Willcox to operate within the municipal boundaries of the City of Willcox to transport Solid Waste.

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

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

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

Person; is any natural individual or any organization which has legal status.

Private Hauler; See Licensed Hauler.

Property Owner; is the person who holds legal title to the land.

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

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

Recycling Container; means a container used for the placement of recyclable materials for collection by the City, Licensed Hauler, or Commercial Unit pursuant to this Chapter.

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

Recycling Collection Center; means the City owned property that houses the solid waste or recycling drop-off zone and approved recycling stations established by a Licensed Hauler, or properly zoned recycling businesses.

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

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

Renters (third Parties); are those persons who have made legal arrangements to use or occupy Residential or Commercial units subject to this section of the City Code.

Residential; see Covered Residential Unit.

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

Rubbish; means all discarded nonputrescible waste matter.

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

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

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

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

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.

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

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

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

Third party; See Renters.

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

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

Unacceptable waste; means the following types of solid wastes that may not be placed in a refuse or recycling container:
A. liquid waste
B. septic tank pumpings
C. hazardous waste
D. household hazardous waste
E. special waste
F. sludge
G. vehicle bodies
H. vehicle tires or equipment tires
I. livestock
J. batteries, other than small alkaline batteries
K. ammunition
L. medical waste
M. radioactive waste
N. scrap metal
O. household construction and demolition debris
P. concrete
Q. dirt and rocks

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

5-6-2 Purpose and Scope:
The purpose of this chapter is to:
A. Protect the health and safety of the citizens of the city,
B. Protect the environment by establishing minimum standards for the safe and sanitary collection, storage, treatment, transportation, processing and disposal of refuse and recyclables generated within the city and
C. Establish necessary fees for the city's refuse, inspection, collection and disposal services to recover the city's costs to provide such services. As authorized by A.R.S. 49-701 et seq and 49-765.

5-6-3 Establishment of a Fund.
There is hereby established an Enterprise Fund for the purpose of collecting monies and making payments for the Operation of the Solid Waste activities of the City of Willcox. Such Fund shall be

operated as an "Enterprise Fund" as that term is defined by the Government Finance Officers Association (GFOA).

5-6-4 State Regulations Adopted.

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

5-6-5 General Requirements.

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

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

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

D. Proper placement of refuse. Unacceptable refuse shall not be placed in refuse or recycling containers. No refuse shall be placed in a refuse or recycling container if such placement will damage the container or preclude the lid from completely closing.

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

F. Proper disposal. In addition to other federal, state and local statutes, rules and regulations limiting the disposal of refuse, no person shall discard or otherwise dispose of any refuse on or in any refuse or recycling 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.

G. All persons who use of City Utility Service are required to have Solid Waste Service.

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

B. Exceptions to the requirement that each Utility service provide for Disposal of Solid Waste. For the purposes of this Article and Chapter of the City Code, the following Utility connections do not reqv' Solid waste service:

1. Voluntarily disconnected meters,
2. Multiple meters which serve a single property – one meter shall be labeled in City records as the main meter and other meters cross referenced as submeters,
3. Irrigation only meters – which shall be labeled in the City records, and
4. Other Utility hook ups where it can be demonstrated that the presence of Utilities does not result in the generation of ANY solid waste.
5. Also see 5-6-5 I.

H. Charges for multiple Residential units on one meter. Each Residential Unit attached to a single meter shall be charged the fee for refuse service. i.e. a duplex on one water meter would be charged two refuse charges, a triplex would be charged three refuse charges.

I. No splitting of Charges on Residential units/Commercial Units.

A. Each City Utility Service shall be one account. Only one account shall be established for each meter. i.e. a duplex on a single water meter will receive one bill for services at that location.

B. The primary Utility service will be Water; if multiple gas meters are connected to a property which has one water meter, each gas meter may be billed separately. The Solid Waste bill will be charged to the primary Water meter account.

C. If no water service is available, but Gas service is provided the Solid Waste bill shall be attached to the Gas Account.

D. If neither Water nor Gas is provided, but Sewer service is provided the Solid Waste bill shall ' attached to the Sewer Account.

E. If a Parcel has mixed Residential and Commercial Units (i.e. care taker units, living quarters over a Commercial structure or living facilities are on a Utility service whose primary activity is a Commercial Unit), the entire parcel shall be considered a Commercial Unit: determination shall be made by the Administrator.

5-6-6 Collection Hours.

The collection hours shall be established by the Administrator.

5-6-7 Establishment of Rates.

A. The City Council shall review the estimated expenses, incomes, reserves, and fund balance annually in April for the Fiscal year to begin the next July 1.

B. The City Council shall set such fees **and late charges**, by Resolution, that shall produce the sufficient estimated revenues that combined with available Fund balances are sufficient to pay all of the estimated costs in the ensuing Fiscal year and provide an operational reserve of three (3) months.

5-6-8 Responsibility for Payment of Charges.

A. The property owner is responsible for the payment of Refuse Charges under this section of the City Code. **A.A.C. section R18-13-303.**

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

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

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

D. The property owner and the City have a responsibility to monitor the service provided and to make any claims for payment in a timely manner.

E. The City will not pursue any charges for services for which a bill has not been issued by the City for a period of six (6) months. This does not erase past debts owed the City under 5-6-8 C. The purpose of this section is for errors in billing.

F. The maximum time that the City will permit for refunds, misbillings, or incorrect charges for service of any type relating to Solid Waste services is six (6) months.

G. Each person opening a Solid waste account shall be required to post a security deposit in the estimated amount of one month's charges.

H. Security deposit requirements may be waived when:

1. The person has an existing history of no delinquent payments with the City of Willcox for the last two (2) years.
2. The person is moving from one physical location to a different physical location and has a deposit on file which has sufficient amount in it to cover the new location.
3. The person provides the City of Willcox with a letter of reference from a similar type utility showing a history of no delinquent payments for a two (2) year period. The history must be within the last four (4) years.

I. No interest will be paid on Deposits.

J. Deposits may be credited to the account upon:

1. Closure of the account.
2. Maintenance of a two year history with no delinquencies.

K. Renters (third parties) establishing accounts must comply with requirements of 5-6-8 B.2., but may use the provisions above in 5-6-8 F.

5-6-9 Covered Residence Refuse Service Charges.

A. Covered Residence Service.

1. A monthly charge shall be assessed for each Residential Unit; no allowance for holiday or missed collections beyond the control of the city.
2. The Council may establish special residential rates for of senior or disabled individuals. Those rates shall not be less than the cost paid to the Collection Agency for Covered Residence Refuse service plus the estimated amount for the tipping fees paid to the Cochise County Transfer station. Collection sites for these Residential Units will be individually established between the Administrator and the Collection Agency.
3. The Collection Agency is the only authorized Licensed Hauler for Residence Units **of** the City of Willcox. In order to gain the efficiencies of mass purchasing and to minimize the administrative costs, all Residential Units connected to the City's Utility system are required to use and pay for this service. Customers may haul some refuse to an approved disposal site at their expense; however, the residence refuse fees are mandatory regardless of service. Refuse Service may not be cancelled except when disconnecting all utility services to the residence. **A.A.C. section R18-**

13-305

B. Special Services Charges:

1. Bulky Materials will be collected by the Collection Agency by special request of customers. The bulky trash collection charge is based on the volume collected. A pile of more than four cubic yards is considered bulky trash. One pickup per month per residence is included in the base monthly fee paid by the user; additional pickups may result in supplemental charges to the user.
2. Appliances and other items may be collected by special request by any Licensed Hauler (a fee may be charged).
3. Vacant lot cleanup charges shall be based on bulky materials collection rates. The lot owner must contract with a Licensed Hauler. The Administrator may contact the property owner if trash is placed on vacant lots without notifying the city.

C. Damaged Residential Container Charges:

1. Covered Residence customers damaging containers through improper use shall be billed for labor and material costs to repair the containers. The Administrator shall notify the customer of the charges and such charges shall be applied to the monthly bill.
2. Normal wear and tear will not be billed as damages. The Administrator shall determine what constitutes normal wear and tear.

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

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

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

5-6-10 Commercial Refuse Account Charges.

A. Commercial Accounts. In order to achieve a complete coverage of proper Refuse disposal and an equal sharing of costs of refuse disposal all Commercial Units shall pay for refuse collection to a Licensed Hauler. Failure to arrange service is a violation of this code section and in addition to any other penalties the City shall discontinue utility service to any Commercial Unit which does not maintain Refuse Service: A.A.C. R18-13-305, A.R.S. 49-765 & A.R.S. 49-746

1. Service by Collection Agency. Commercial customers shall pay for the volume of refuse collected per month based on container size and frequency of collection. The volume shall be based on a monthly average with no allowance for holiday or missed collections beyond the control of the city.
   a. A minimum charge shall apply to all Commercial Units regardless of service level. The Administrator shall establish the rated volume of this rate.
   b. Commercial Units may share a container when it is in the best interests of the City to provide one container for multiple Commercial units (i.e. limited space for placement of containers), minimum charges shall still apply. Determination shall be made by the Administrator.
2. Service by other Licensed Haulers – Commercial Units may hire Licensed Haulers to collect their refuse. Licensed Haulers shall provide appropriate containers for Commercial Units.

B. Other Commercial Charges. **A.R.S. 49-746**

1. Commercial Units may arrange bulky trash collection with any Licensed Hauler.
2. Collection and transport of Appliances and other items may be arranged with any Licensed Hauler.
3. Vacant lot cleanup charges may be arranged with any Licensed Hauler.

C. The Administrator may provide special permission on individual occasions for self transport of trash by the commercial entity to an acceptable disposal site.
D. Collection and Transport of Dangerous Waste may be arranged with any Licensed Hauler.
E. Litter may be disposed of in any container provided for collection under this Chapter of the City Code.
F. Failure to provide adequate storage or collection of Refuse by a Commercial Unit may result in discontinuation of City Utility Service to the Commercial Unit until proper arrangements are made for storage and collection.
G. Construction sites shall be maintained in a manner to prevent the distribution of waste off the site by the elements.

5-6-11 Failure to Pay Refuse Charges.
In the event that any customer shall fail to pay for Refuse service as provided in this chapter, the Administrator is authorized to discontinue water service, sewer, gas, or other city services to the property until such time as payment is made. The City may also impose a lien on the property where the Refuse Service was provided of sufficient amount to recapture any costs, including any administrative charges, owed to the City. (Also See 5-6-8 B.)

5-6-12 Charges for Beginning Services.
Charges for Refuse services to newly constructed structures shall commence upon final inspection and approval of such structures by the Administrator unless no service is required to the property. The property shall be clean and clear of all construction materials or debris. The Refuse services shall begin after a certificate of occupancy permit has been issued for a structure.

5-6-13 Administration.
The Administrator or designee shall be the enforcing officer of this title.

5-6-14 Covered Residence /Commercial Licensed Haulers--Requirements. A.A.C. section R18-13-310
Collection of covered residence/commercial refuse and special material may be hauled by approved Licensed Hauler that is licensed by the City, to perform such work. Such license will be issued by the Administrator under the following conditions:
A. The Administrator must have satisfactory evidence that the **person or entity** requesting a License possesses the necessary equipment and qualifications to collect, transport and dispose of covered residence refuse and special material in a manner satisfactory to the Administrator and in conformity with the state or county department of health laws, rules and regulations.
B. The Licensed Hauler shall receive approval to operate within the city on a yearly basis. The city and Licensed Hauler will execute the standard private refuse hauling agreement prepared by the city.
C. The said agreement shall include the following stipulations:
1. The Collection Agency shall provide the Administrator with, and keep current, a list of all customers covered by the Contract between the City and the Collection Agency. Specifically, the Licensed Hauler shall notify the Administrator within two weeks prior to any addition or deletion of customers.
2. All other Licensed Haulers shall provide the Administrator with written notice of intent to provide refuse collection services to each new business establishment prior to commencing that service. The notice shall include the name and address of the Commercial Unit, the ownership of the

business establishment, the number, type and size of refuse containers that will be collected, and the days of collection. A complete list of all Commercial Units serviced by Licensed Haulers sh be provided to Administrator with any request for annual renewal of the permit. Licensee shall also promptly notify the Administrator if Licensed Hauler's Commercial Units are sold, transferred or assigned or if shall provide the Administrator with written notice of intent to provide refuse collection services to each new Commercial Unit prior to commencing that service. The notice shall include the name and address of the Commercial Unit, the ownership of the Commercial Unit, the number, type and size of refuse containers that will be collected, and the days of collection. A complete list of all Commercial Units serviced by licensee shall be provided to Administrator with any request for annual renewal of the license.

3. The licensee shall also promptly notify the Administrator if licensee's business is sold, transferred or assigned or if licensee discontinues the collection and hauling of refuse within the City.
4. Licensed Hauler shall comply with all state, county and city laws and ordinances regulating the collection of refuse.
5. The Licensed Hauler shall provide proof of Liability Insurance in the amount of one million dollars ($1,000,000) naming the City as additionally insured.

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

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

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

G. The Licensed Hauler shall provide all refuse containers for customers per section 5-6-16

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

1. 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;
2. All open-top vehicles must be covered or tarped when in transit to prevent its contents from spilling or blowing from the container onto the roadway. Tarps must be affixed to each vehicle at all times;
3. All vehicles shall be equipped with an operable backup audible safety alarm meeting industry standards;
4. 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
5. The outside of each vehicle must be clearly identified with the name and phone number of the contractor operating the vehicle and the City provided license number. 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.
6. The Licensed Hauler shall permit the Administrator to inspect trucks, containers and equipment used within the city limits upon request of the Administrator. After inspection, the Administrator

shall notify the Department of Environmental Quality Solid Waste Management and the Licensed Hauler if any equipment, trucks or containers do not meet A.A.C. section R18-13-310 or city ordinances. Any violations of said requirements not corrected by the Licensed Hauler within fifteen (15) days of notification will be reported to the Department of Environmental Quality Solid Waste Management. Failure to correct said violations within thirty (30) days from initial notification shall be grounds for termination of the license to pick up refuse within the City of Willcox.

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

J. Licensed Hauler 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.

K. A Secondary Hauler is not required to have a License from the City to haul refuse generated by providing services to Residential or Commercial units which are not owned by the Secondary Hauler.

L. For the purposes of instituting service under a new Collection Agency contract: All Commercial Units, who have not filed the necessary notice of change of Licensed Hauler; or for which the City has not received notice from a Licensed Hauler of agreement with the Commercial Unit; will be assigned to the Collection Agency.

5-6-15 Inspections. A.A.C. section R18-13-304

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

5-6-16 Container Requirements. A.A.C. section R18-13-307

A. The Licensed Hauler shall provide refuse containers to all Residential or Commercial Units for either curbside collection (one curbside container per covered residence) or alley collection, whichever is applicable.

B. Licensed Hauler provided refuse containers are the property of the Licensed Hauler and shall be located as per section 5-6-17.

C. The container size shall be determined by the Licensed Hauler and Administrator to meet the needs of the customer served.

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

E. Container damage, removal or tampering;

1. General. The containers shall remain the property of the Licensed Hauler. The Licensed Hauler shall have complete jurisdiction over use, repair, removal or investigation of improper use or tampering.
2. Damage to Containers.
   a. Damage to containers including burning or breakage will be investigated by Licensed Hauler. The Residential or Commercial Units shall be responsible for damages due to misuse. The Licensed Hauler will notify the Residential or Commercial Units of the damages to containers caused by misuse. Melting caused by hot ashes is considered damage. The city will offer one month of free garbage and trash service to customers who provide information leading to arrest

and conviction of vandals.

b. Damages caused by improper use, overloading, or accidental actions shall be covered totally ' the party who caused the damage of the container. The customers shall be notified of the charges for repair or replacement of the container. The customer(s) who are served by the Collection Agency shall be billed for the charges on their monthly utility bill. For container(s) used by several customers, the charges shall be distributed equally to all users of the container.

c. Damages caused by vandalism or normal wear will be repaired by the Licensed Hauler at the sole expense of the hauler.

d. Damages to containers caused by city equipment shall be the responsibility of the city. Any costs or charges shall be paid to the Licensed Hauler by the city **from** the appropriate department budget.

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

4. It shall be the responsibility of the Licensed Hauler to maintain refuse containers in a sanitary condition and in good repair and to remove any graffiti on these containers within seventy-two (72) hours following notification by the Administrator.

F. The owner or occupant of a Residential or Commercial Unit is responsible for keeping all Licensed Hauler provided refuse containers **and the area around refuse containers,** in a clean and sanitary condition and to use such containers only for their intended purpose.

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

5-6-17 Placement of Containers for Pickup. A.A.C. section R18-13-309

A. Alley Collection.

Refuse containers shall be placed by the Licensed Hauler in the alley near the property line in a location determined by the Administrator. No person may change the pickup locations without prior approval by the Administrator.

B. Curbside Collection.

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

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

C. Special Placement.

1. Where mechanized collection vehicle access is restricted by the Residential or Commercial development design, the Administrator shall designate the collection location for refuse containers, and bulk materials, on the nearest public street, or on the site Commercial Unit's property, on which collection vehicles are able to operate safely.

2. Refuse containers from such developments may be grouped together, rather than being adjacent to a covered Residential/Commercial Unit as set forth in subparagraph B above.

5-06-18 Use of Containers.

A. Designated Users:

1. Each container shall have a designated user or users. No other parties shall place refuse in that container. Placement of refuse in containers not authorized is a violation of this section of the City Code.
2. Commercial Unit may not share a container or containers except as provided in 5-6-10.A.1. b.
3. Persons using a container not assigned to them shall be notified of improper use **and may be cited for improper use as per 5-6-18 A. 1.**

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

1. Improper use of container shall include removal, tampering, overloading, burning in the container, dumping hot ashes, or movement.
2. Commercial establishments shall not move full containers. A container should remain in its assigned location.
3. Customers shall not place soil, concrete, or building materials in the container.

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

5-6-19 Preparation of Refuse for Collection. A.A.C. section R18-13-306

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

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

B. Trash shall be bundled or bagged as follows:

1. Cardboard boxes and cardboard shall be flattened, bundled and weighted to keep it in place during winds.
2. Weeds and grass clippings and leaves shall be bagged in plastic garbage bags of thirty (30) gallon size and placed in the containers provided. Individuals are strongly encouraged to transport their green waste to the City Composting site.
3. All bundles or bags shall be forty (40) pounds maximum and packed so as not to rupture for easy pickup in the containers provided.
4. Ashes must be cooled before placement in the container for collection. Ashes may be placed in the plastic containers but must be cool so as not to melt or burn the container.

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

1. Hedge clippings and plants shall be bagged in large plastic garbage bags or in disposable cardboard boxes. The bags shall be forty (40) pounds maximum in weight and filled so as not to break.
2. Tree trimmings and branches shall be cut into maximum four foot lengths and tied tightly into bundles of forty (40) pounds maximum weight. The individual stems shall be placed in a parallel direction in the bundle.
3. Tree trunks are handled as Bulky materials.
4. Christmas trees and trimmings shall have all extremely flammable materials removed from same. The trees shall be cut into a length such that the maximum weight of the length is forty (40) pounds. Trimmings shall be boxed or bagged not to exceed maximum weight of forty (40) pounds without breaking. .

D. Appliances, Furniture and Vehicles:

1. The Licensed Hauler will collect discarded appliances, lawn mowers, other outside appliances, old furniture and household tools from residences. The customer shall call the Administrator for service. The customer shall provide a name and address of the location. The licensed hauler shall respond within two working days of a call.
2. Abandoned or discarded automobiles, motorcycles, scooters, and motorized vehicles shall be properly disposed of by the property owner from private property or by the vehicle owner from public right-of-way.

E. Building Materials.

1. 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 these materials previously defined in this chapter, and properly dispose of the materials at an approved disposal site.
2. Residential customers shall dispose of construction materials at their expense. The residential customers may haul construction materials to the landfill/transfer station themselves. This includes remodeling wastes.
3. Soil, concrete, bricks, concrete blocks, or fragments, aggregate, stone or bituminous concrete will not be collected by the city as part of normal refuse disposal. This must be hauled by the builder, owner or resident and properly disposed of at a landfill or transfer station. Generators of this waste may hire any Licensed Hauler for proper disposal.

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

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

H. Small Dead Animals.

1. Small dead animals shall be disposed of by the city animal control officer through the police department. In no case shall the dead animal be placed in a refuse container or trash pickup.
2. **Small dead animals with an aggregate weight of less than 10 pounds, per week, may be disposed of by properly placement in the assigned refuse container.**

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

J. Commercial Garbage, Trash, and Refuse. All Commercial Units shall dispose of garbage, trash and refuse through a City Licensed Hauler. Cardboard shall be flattened and placed in the container or flattened and bundled. The Licensed Hauler, with approval from the Administrator, shall determine the appropriate type of container use.

K. Small amounts of Animal Waste, less than an aggregate of 10 pounds per week, may be disposed of by properly placement in the assigned containers. Larger weights of animal Waste must be properly disposed of by the person responsible for generation.

<u>5-6-20 Illegal Disposal of Refuse.</u> A.A.C. section R18-13-312

A. It is unlawful for any person to place or cause to be placed any refuse upon any public or private property within the city, except as specifically permitted in this chapter.
B. It is illegal to place refuse in recycling containers.
C. It is illegal to place refuse generated outside the City of Willcox in public or private refuse containers within the City of Willcox.

5-6-21 Ownership of Refuse/Garbage. A.R.S. 49-745

A. Residential Refuse set out in alleys or street rights-of-way for collection shall become the property of the city, if the city is properly notified of the need for a pickup and the Trash or brush is properly prepared to be accepted by the hauler.
B. Refuse in commercial containers but on private property shall be the property of the Commercial Unit until collected and placed in the Licensed Hauler's vehicle at which time it becomes the property of the Licensed Hauler.
C. Refuse becomes the property of Cochise County when properly deposited at the Transfer station/landfill.
D. Commercial Refuse shall become the property of the city when placed in vehicles operated by the Collection Agency.
E. All items properly placed in City recycling bins become the property of the City of Willcox.

5-6-22 Scavenging Refuse Prohibited. A.R.S. 49-744

No person or persons shall scavenge refuse once it has become property of the city or Licensed Hauler as defined above. Scavenging shall include sorting through or picking up refuse from piles, containers, vehicles, or **at** the landfill site. Commercial Units shall control scavenging of refuse from containers on their property.

5-6-23 Collection of Refuse.

A. City collection of refuse. Except as expressly provided to the contrary in this Chapter, all refuse, other than unacceptable refuse, generated at a Residential unit shall be collected and either disposed or recycled by the Collection Agency, when placed in refuse containers issued by the Collection Agency, or when properly set out for bulk collection pursuant to section 5-6-24.

B. Covered residences. The City will provide basic refuse services for all Residential Units and charge the monthly disposal fee for these services set forth in this Code. Refuse will on with a Licensed Hauler that is permitted to provide such collection activities pursuant to section 5-6-14.

C. Commercial Units. The City may provide refuse collection and disposal services for Commercial Units. Commercial Units must properly dispose of all refuse they generate through the Collection Agency, other Licensed Haulers as provided herein.

5-6-24 Collection of Bulk Materials.

A. Bulk materials collected for disposal; requirements; fees. Included as part of the monthly disposal fee for providing Residential refuse services; is the right to request the collection of bulk materials once per month at no additional charge. Requests for collection of bulk materials for disposal that exceed the once per month provided may be charged the fee set forth by City Council resolution for additional bulk material disposal.

B. Collection parameters. Owners or occupants of a Residential Units wishing to request bulk materials collection shall call the Administrator before placing bulk materials per section 5-6-9 Upon receipt of a request for bulk materials collection from an owner or occupant of a covered residence, the Administrator will schedule a time for the collection of the bulk materials. Bulk materials shall be placed out for collection no later than 6:00 a.m. on the day scheduled for collection and no earlier than ninety-six (96) hours before the collection time scheduled by the Administrator. Except as provided by the Administrator; the bulk materials shall be prepared in accordance with the requirements section 5-6-19 C. Unacceptable waste will not be collected during a bulk materials collection.

C. Placement of bulk materials to be collected. Bulk materials shall only be collected if placed along the right-of-way behind the curb or in the alley, on the property of the Residential Unit. The placement of bulk materials must not block alley passages, sidewalks for pedestrian usage or interfere with curbside container collection and shall be no more than four (4) feet from the sidewalk, or curb where there is no sidewalk. Notwithstanding the above, the Administrator may designate an alternative location for the placement of bulk materials to be collected where there is restricted access to the front of a Residential Unit, or to provide reasonable accommodations for those persons needing special assistance with proper placement. Persons in need of an accommodation shall provide the Administrator with written documentation from that person's physician setting forth the need for such accommodations. Such written documentation from that person's physician must be updated on an annual basis. **(also see 5-6-9 A. 2.)**

5-6-25 Biannual Cleanup of Alleys and Streets. Twice a year the City shall arrange a citywide cleanup.

5-6-26 Recycling.

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

B. Commercial Recycling is permitted in properly zoned areas.

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

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

E. Residential and Commercial Units are authorized to transport recyclable materials to recycling/compost sites.

5-6-27 Suspension or Revocation of License. The Administrator may suspend or revoke the license of a Licensed Hauler whenever a licensee violates the provisions of that license, or this Chapter, or fails to pay all fees when due. Notice of proposed suspension or revocation shall be delivered personally or by certified mail to the licensee and shall become effective five (5) working days after the receipt of the notice unless the licensee files a notice of appeal pursuant to section 5-2-11 of this Title. Failure to file a notice of appeal within five (5) working days of the date of the notice of suspension or revocation shall constitute a full waiver of the right to contest that suspension or termination.

5-6-28 Violations.

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

11-01-10 agenda packet

Cristina Whelan

From: Pat McCourt [pmccourt@willcoxcity.org]
Sent: Wednesday, October 13, 2010 3:57 PM
To: Cristina Whelan
Subject: FW: Solid Waste Ordinance

Make sure we include this in the work session package for November 1, 2010.

From: john.p.cropper@gmail.com [mailto:john.p.cropper@gmail.com] **On Behalf Of** John Cropper
Sent: Wednesday, October 13, 2010 9:01 AM
To: glindsey@vtc.net; mcronberg@vtc.net; wajohnson@vtc.net; sklump@vtc.net; cdonahue@vtc.net; bholloway@vtc.net; rirvin@vtc.net
Cc: Pat McCourt
Subject: Solid Waste Ordinance

DATE: 13 October 2010

TO: City of Willcox Council

RE: Proposed changes to the solid waste ordinance

After some consideration, I am writing to object to the one of the proposed changes to the solid waste ordinance.

I ask you to review the proposed section 5.06.057 of the Solid Waste Ordinance before you ("**All users of City Utility Services are required to have Solid Waste Service**").

As a County resident I have been legally disposing of my solid waste for several years. As a County resident, I also receive City utility services (gas connection). Therefore, I am subject to the proposed change that will require me to pay solid waste disposal fees to the City.

I heard no evidence presented at the workshop to indicate that County residents receiving City utility services were in any
way responsible for illegal dumping in the City.

I would like to suggest that this section (5.06.057 - as of the 9/20/2010 version) be either:
i. modified to exclude users outside the Corporate limits
ii. modified to only apply to users requesting new hookups City utility services as of 2011

Thank you for your consideration
John Cropper
1300 W. Airport Road
(520) 766-1820

Cristina Whelan

From: Pat McCourt [pmccourt@willcoxcity.org]

Sent: Monday, October 25, 2010 9:04 AM

To: jcropper@cs.arizona.edu; Cristina Whelan

Cc: 'hector figueroa'; Bill Holloway; Chirs Donohue; Monika Cronberg; 'Monika Cronberg'; Robert Irvin; Sam Lindsey; Stephen Klump; Woody Johnson; Dave Bonner; Jake Weaver; Jeff Stoddard; Ruth Graham; Sherry Van Allen; Tom Miner

Subject: RE: minor things with Garbage ordinance

John,
Thank you for the input; I have drafted suggested language into the attached draft in sections 5.06.209.H.2 and 5.06.209.K. To address the small dead animals (less that 10 lbs) and the language for Animal waste, (which was left out of the earlier drafts).

Christy,
Please make sure these Mr. Cropper's comments are included in the package for the November 1, work session.

From: John Cropper [mailto:john.p.cropper@gmail.com]
Sent: Monday, October 18, 2010 10:38 AM
To: Pat McCourt
Subject: minor things with Garbage ordinance

Good morning Pat:

A couple of things I see in the 09/20/2010 version of the ordinance.

i. I think that, like the exclusion of 'small alkali batteries', an exclusion may be in order for 'Dead Animals less than one pound'. My interpretation of the proposed ordinance (unless I missed it) would make disposal of a 'roach motel' or mouse trap a job for the city animal control officer.

ii. in the Definitions section there is "Animal Waste" but I could not find any reference to that in the text of the ordinance.

Regards
John Cropper