

ORDINANCE NO. 1414

AN ORDINANCE AMENDING CERTAIN SECTIONS OF CHAPTER 21 “SOLID WASTE” AND CHAPTER 25 “SOLID WASTE CHARGES” OF THE CITY CODE OF MOUNT PLEASANT, IOWA, CODE OF ORDINANCES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOUNT PLEASANT, IOWA:

CHAPTER 21 Amendments:

Section 1. Section 21-1. “Definitions” is hereby deleted in its’ entirety and replaced as follows:

Section 21-1. – Definitions

- A.** “Ashes” shall mean the residue from the burning of wood and other non-hazardous combustible material which is cool and not combustible.
- B.** “Brush” shall mean woody stems and branches greater than one-half (1/2) inch diameter, evergreen trimmings, and thorny brush.
- C.** “Bulky Waste” shall include, but not be limited to, nonputrescible solid wastes consisting of combustible or noncombustible waste materials from dwelling units, commercial, industrial, institutional or agricultural establishments which are either too large or too heavy to be safely and conveniently loaded in solid waste collection vehicles by solid waste collectors, with the equipment available therefor. The following materials/items are specifically defined as "bulky waste": furniture, mattresses, box springs, toilets, storm doors, and other items of similar size and fixtures and materials too large to fit into a 96-gallon. Bulky Waste also includes debris resulting from construction/repair of residences, carpet, car bodies and car parts, water heaters, heating system duct materials, washers, dryers, refrigerators, freezers, stoves, air conditioners, patio and yard furniture and other household items of a similar nature. Bulky Waste does not include tires, hazardous substances, dead animals, batteries or fluorescent tubes and ballasts, television sets or CRT type monitors, Recyclable Materials, or Yard Waste.
- D.** “Cart” shall mean a 65-gallon or 96-gallon rigid container provided by Haulers.
- E.** “City” shall mean the, City of Mt. Pleasant, Iowa.
- F.** “Collection” shall mean the removal and transportation of solid waste from its place of storage to its place of processing or disposal.
- G.** “Collection Point” shall mean Curbside, as defined, or at such other location as directed by the Haulers, where collection of Refuse will occur.
- H.** “Commercial Refuse” shall mean Refuse resulting from the operation of any commercial, industrial, institutional or agricultural establishment and multiple housing facilities with more than two (2) dwelling units.

I. “Commission” shall mean the Des Moines County Solid Waste Management Commission.

J. “Construction and Demolition Waste” shall include, but not be limited to, lumber, roofing material, sheathing, rubble, broken concrete, plaster, brick, conduit, pipe, wire insulation and similar materials which result from a construction, demolition, or remodeling processing.

K. “Curbside” shall mean the area next to the curb or traveled portion of the roadway, or alleyway.

L. “Customer” shall mean those served by Haulers where Refuse and/or Bulky Waste is collected.

M. “Director” shall mean the director of public works or designee.

N. “Disposable Yard Waste Bags or Containers” A disposable bag or container that does not exceed fifty (50) pounds in weight and thirty-three (33) gallons in bulk capacity when filled with Yard Waste.

O. “Dwelling Unit” shall mean any room or group of rooms located within a building and forming a single habitable unit with facilities that are used or intended to be used for living, sleeping, cooking, and eating. Each unit of a two-unit dwelling shall be considered a separate Dwelling Unit for purposes of billing.

P. “Grass and Garden Waste” shall mean grass clipping, non-woody dead plants, weeds, flowers, and twigs less than one-half (1/2) inch in diameter.

Q. “Hazardous Wastes” The term "hazardous wastes" shall include but not be limited to explosive wastes, pesticides, pesticide containers, toxic or radioactive materials.

R. “Haulers” shall mean contractors under contract with the City to collect Refuse from single and two family Dwelling Units.

S. “Household” shall mean persons that reside together in a Dwelling Unit.

T. “Leaves” shall mean leaves from deciduous trees and shrubs.

U. “Multiple Housing Facility” shall mean a housing facility containing more than two (2) dwelling units under one roof.

V. “Non-Collectible Waste” shall mean paint in liquid form, ashes, poisons, acids, caustics, explosives, and other hazardous substances that may cause damage or injury to collection equipment or personnel, human or animal excrement and dead animals.

W. “Recyclable Material” shall mean, those items currently defined as recyclable by the Des Moines County Regional Solid Waste Commission, as may be amended from time to time, currently defined as follows:

- Newspapers, magazines, catalogs, office paper, junk mail, phone books,
- Corrugated cardboard, flattened and bundled
- Glass jars and bottles, drinking glasses, dishes, ceramics and many other types of glass
- Tin and aluminum cans, aluminum foil, pie pans, food trays
- Plastic bottles and containers #1, 2 & 5

Items that are NOT recyclable locally include:

- Paperboard like a cereal box is NOT recyclable locally
- Pizza boxes are not recyclable because they are contaminated with foodstuff and cooking oil

- Motor oil bottles will not be taken because of petroleum contamination
- X.** “Refuse” shall mean solid waste, such as food waste, trash, rags, ceramics, non-recyclable glass, paper (except newspaper), obsolete household goods, non-recyclable plastics and similar items produced or originating within Dwelling Units. Refuse does not mean household generated hazardous substances.
- Y.** “Removal” shall mean collection and disposal.
- Z.** “Residential Customers” shall mean Customers at Dwelling Units.
- AA.** “Residential Refuse” shall mean Refuse resulting from the maintenance and operation of dwelling units, excluding Multiple Housing Facilities.
- BB.** “Solid Waste” shall mean all refuse, not including Recyclable Materials, Hazardous Materials, or Yard Wastes.
- CC.** “Tin and Steel Can” shall mean a clean container made of tin coated iron or steel in which food or beverages are preserved.
- DD.** “Tipping Fee” shall mean the price per ton assessed and charged Hauler for the delivery and deposit of Refuse collected pursuant to the terms of this Agreement.
- EE.** “Yard Waste” shall mean grass, garden waste, leaves and brush, including tree waste.

Section 2. Section 21-2. “Collection” is hereby deleted in its’ entirety and replaced as follows:

Sec. 21-2. - Collection.

The city shall provide for the collection of Refuse as follows:

- (1) The City shall provide for the collection of all Refuse from single and two-family residences by way of an agreement or contract with a Hauler or Haulers.
- (2) Owners of single or two-family Dwelling Units will be obligated to utilize the contractor with whom the City has contracted for the weekly collection of Refuse.
- (3) The council may by resolution designate special collection days for Refuse, or other waste materials, when Refuse, or other waste not contracted for collection between City and Hauler(s) is collected, whether by the City or other council-approved collectors.
- (4) Owners and occupants of all property in the City, except for and not including single and two-family Dwelling Units, shall be solely responsible for the collection and disposal of all Refuse and other wastes from their property.

Section 3. Section 21-3. “Reserved” is hereby deleted in its’ entirety.

Section 4. Section 21-4. “Tree Limbs” and Section 21-4-1 “Separation of Yard Wastes Required” are hereby deleted in their entirety. (See Section 21-11 Yard Waste for reference.)

Section 5. Section 21-5. “Interference with Collectors or Equipment” is hereby deleted and replaced as follows:

Sec. 21-5. – Interference with Collectors or Equipment.

It shall be unlawful for any person to interfere in any manner with Refuse collection equipment, or with Refuse waste collectors, specifically including Haulers, in the lawful performance of their duties as such, whether such equipment or collectors are those of

the city, or those of a person or entity operating under contract with the city.

Section 6. Section 21-6. “Enforcement” is hereby deleted and replaced as follows:

Sec. 21-6. – Enforcement.

Failure to comply with this Chapter, or any provision hereof, by any person, or tenant in cases where a lease agreement gives specific responsibility for Refuse or waste collection or disposal to said tenant, shall be a municipal infraction. If a person violates the provisions of this section by transporting Refuse, or other material or waste to a landfill or transfer station, not authorized by this chapter, shall be considered a separate offense, subjecting the offender to multiple per offense penalties.

Section 7. Section 21-7 “Sticker Requirements for Garbage Pickup Services” is hereby deleted in its’ entirety.

Section 8. Section 21-7-1 “Mandatory Monthly Fee to Residential, Multifamily, Commercial, and Other business Premises” is hereby deleted and replaced as follows:

Sec. 21-8. - Mandatory Monthly Fees.

(1) All single-family and two-family residential Dwelling Units shall be billed a monthly collection fee for the collection of Refuse and a monthly collection fee for the collection of Recyclable Materials in the amount established in Chapter 25, Section 25-13 of this Code of Ordinances, regardless of the utilization or lack of utilization of City Refuse or Recyclable Materials Collection services.

(2) All dwelling units, including apartment units or mobile homes, business, commercial or industrial facilities, shall be billed the Henry County Landfill Commission surcharge of one dollar (\$1.00) per month, or such other amount as is determined by resolution of the city council, the same to be billed to the owner's monthly utility statement.

(3) Where multiple residential units, mobile homes, or businesses, are on a shared meter system, the owner shall be billed the monthly amount determined herein multiplied by the number of units or mobile homes.

(4) The collection fees described in this section shall be billed on the applicable owner or occupants monthly utility statement. All payments for the applicable fees shall be due twenty (20) days from the billing date.

Section 9. Section 21-8 “Exemption” is hereby deleted in its’ entirety and replaced as follows:

Sec. 21-9. - Exemption.

Nothing in this chapter shall apply to:

(1) The filling, leveling or grading of land with earth, sand, ashes, cinders, slag, gravel,

rock or similar inert wastes, provided these materials are not contaminated or mixed with Refuse or other waste materials;

(2) The disposal of animal and agricultural wastes on farm land.

Section 9. Sections 21-9 through 21-19. “Reserved” are hereby deleted in their entirety.

Section 10. Section 21-20 “Required, Maintenance”, Section 21-21 “Sanitation”, Section 21-22 “Outdoor Containers”, and Section 21-23 “Commercial Waste” are hereby deleted in their entirety and replaced as follows:

Section 21-10 – Containers.

(1) All occupants of single and two-family Dwelling Units shall use a Cart provided by the Hauler(s) under contract with the City for the collection of Refuse.

(2) All occupants of any Dwelling Unit, other than a single or two family dwelling unit, and commercial or industrial use property, shall provide sufficient and adequate solid waste containers for the storage of all refuse and solid waste, same to be waterproof, leakproof and covered at all times except when depositing waste therein or removing the contents thereof, and shall be maintained in good repair and in a secure location. The Director shall have the authority to determine the acceptability of a container and notify the owner of their need to replace any nonacceptable containers.

(3) All Recyclable Materials to be collected shall be placed in proper containers, except as otherwise provided herein, and such containers and the area surrounding them shall be maintained in a clean, neat and sanitary condition at all times.

Section 11. Section 21-24 “Yard Waste” is hereby deleted in its’ entirety and replaced as follows:

Section 21-11 – Yard Waste.

(1) Yard Waste may be composted on the property of the owner, or delivered to the City yard waste collection area in disposable yard waste bags or containers, consistent with applicable rules and regulations of the City as may be amended from time to time. When Yard Waste is delivered to the City Yard Waste Collection Area:

- a. The weight of any individual bag or container, including contents, delivered to the City yard waste collection area shall not exceed fifty (50) pounds.
- b. Tree limbs, which are less than two (2) inches in diameter, and brush shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter when not placed in storage containers. The weight of any individual bundle shall not exceed fifty (50) pounds.

(2) Leaves that have been collected and put in disposable solid waste containers and placed Curbside for collection, will be collected by the city at least once per year on a date to be determined by the City.

(3) City may schedule a Christmas Tree collection once annually, in which case the Christmas trees must be placed Curbside prior to the date and time set for collection. Christmas Trees may be delivered and disposed of at the City yard waste collection area at any time.

Section 12. Section 21-25 “Transportation” is hereby deleted in its’ entirety and replaced as follows:

Section 21-12 – Transportation.

Carts and other Refuse containers, and Refuse in general, that by its/their nature are subject to transportation over the roads of this City shall be subject to rules and regulations promulgated by the health authority.

Section 13. Section 21-26 “Placing Solid Wastes in Another’s Container” is hereby deleted in its’ entirety and replaced as follows:

Section 21-13 – Placing Refuse or other waste in Another’s Cart or Container.

It shall be unlawful for any person to deposit Refuse or other waste in any Cart or container other than a Cart or container owned or possessed by said person without the written consent of the owner of such Cart or container.

Section 14. Section 21-27 “Placing Solid Waste in Public Receptacles” is hereby deleted in its’ entirety and replaced as follows:

Sec. 21-14. - Placing Solid Waste in public receptacles.

It shall be unlawful for any person to deposit or dispose of Refuse or other waste in any public receptacle, Cart and/or container unless specifically authorized to do so by the City.

Section 15. Sections 21-28 through 21-37 “Reserved” are hereby deleted in their entirety.

Section 16. Section 21-38 “Placement of Refuse for Collection” is hereby deleted in its’ entirety and replaced as follows:

Section 21-15 – Placement of Refuse for Collection.

Any Refuse Cart or other permitted container to be placed Curbside for collection shall not be so placed prior to 6:00 p.m. immediately preceding the scheduled collection day. Carts and other permitted containers shall be removed from the right-of-way within twenty-four (24) hours of collection.

Section 16. Section 21-39 “Items City Will Collect” is hereby deleted in its’ entirety and replaced as follows:

Section 21-16 – Recyclable Material Collection

Recyclable Material will be collected from the Curbside pursuant to an Agreement between the City and Des Moines County Regional Solid Waste Commission, on a schedule as determined by the Commission, which may be amended from time to time.

Section 17. Section 21-40 “Title to Collected Waste” is hereby deleted in its’ entirety and replaced as follows:

Section 21-17 – Title to Collected Refuse.

When Refuse is loaded into Hauler’s collection equipment, it shall become the property of the Hauler or other approved collector.

Section 18. Section 21-41 “Intervals” is hereby deleted in its’ entirety and replaced as follows:

Section 21-18 – Intervals

(1) All Refuse from single and two-family residential units, other than Bulky Waste, will be collected by the Haulers under contract with the City on a scheduled once weekly basis, consistent with and under the terms of said contract. Bulky Waste will be collected on an as needed basis, to be scheduled by Customer with Hauler, with costs associated therewith to be invoiced directly by Hauler to Customer.

(2) All Refuse and other waste from three-family or greater residential units and commercial or industrial properties shall be collected by a licensed hauler as determined necessary and appropriate by the owner or occupant of the property.

Section 19. The following provisions of Chapter 21 shall continue in full force and effect, and unchanged by the approval of this Ordinance.

Section 21-56 “Hazardous Wastes”

Section 21-57 “Disposing of Garbage or Refuse in the City”

Section 21-58 “Private Landfills Prohibited”

Section 21-59 “Incinerators”

Section 21-60 “Burning”, and

Section 21-61 “Violation of Solid Waste Disposal Provisions”

CHAPTER 25 Amendments:

Section 1: Section 25-13 “Solid Waste Charges” is hereby deleted in its’ entirety and replaced as follows:

Sec. 25-13. – Refuse, Solid Waste, Recycling Waste, Yard Waste, and related fees.

(1) Each single family and two-family residential Dwelling Unit, or other Dwelling Units collected by Haulers under contract with the City, shall pay the following fees for the collection of Refuse by Haulers, pursuant to Chapter 21 Definitions, contracted by the City for said purpose in the following amounts.

- a. Effective March 1, 2024, through February 28, 2029, the base rate of \$16.75 per Dwelling Unit per month for one Hauler provided 65 gallon Cart or \$19.75 per Dwelling Unit per month for one Hauler provided 95 gallon Cart collected on a weekly basis.
- b. Effective March 1, 2024, through February 28, 2029, the base rate of \$10.00 per Dwelling Unit per month for one Hauler provided 65 gallon Cart collected on a once monthly basis.

- c. Customers subject to the contract between Haulers and City may elect to have weekly collection, with either a 65 or 95 gallon Cart, or monthly collection with a 65 gallon Cart, subject to the terms of said contract between City and Haulers, and rules and regulations of the City regarding same.
 - d. Effective March 1, 2025 and each March 1 thereafter, through March 1, 2028, the Rates shall increase by 2%.
 - e. Should tipping fees at the DMC increase by \$1.00 or more above the tipping fee in effect at the approval of this Ordinance, which is \$53.00, the rate Rates set shall be increased by .15 cents per dwelling unit per month, for each \$1.00 increase in the current tipping fee of \$53.00, that occurs after approval of this Ordinance forward.
 - f. Other miscellaneous rates, including but not limited to additional Cart, Cart exchange or replacement fees, non-Curbside collection fees, Diesel Fuel Surcharges, and/or other miscellaneous fees approved within the Agreement between City and Haulers by Resolution 2023-94, shall be, by this reference, adopted as if same were set forth fully verbatim herein and assessable to the Customers as and if provided therefor in the Agreement.
 - g. All single-family residential Dwelling Units and individual Dwelling Units within a two-family dwelling shall be billed a monthly administrative fee of three dollars and twenty-five cents (\$3.25) per month regardless of utilization or lack of utilization in the City Solid Waste Management program. Where multiple residential units, mobile homes, or businesses, are on a shared meter system, the owner shall be billed the monthly amount determined herein multiplied by the number of units or mobile homes. The collection fees described in this section shall be billed on the applicable owner or occupants monthly utility statement. All payments for the applicable fees shall be due twenty (20) days from the billing date.
- (2) All Residential Dwelling units, that are not either a single family or two family Dwelling Unit, and Commercial, Industrial or other use not considered a single family or two family Dwelling Unit, shall also be invoiced a monthly fee in the amount of three dollars and twenty-five cents (\$3.25) to cover City costs associated with the administration of solid waste collection, recycling, yard waste, collection and disposal of City related waste (City Public Works, Parks, Admin., Police, Fire, etc.), leaf/Christmas tree collection, oil drop off and the like. For those businesses that are on a shared meter system, the owner shall be billed the sum of three dollars (\$3.25) per month multiplied by the number of commercial or business units.
- (3) Each residential Dwelling Unit, apartment unit, and/or mobile home shall be billed the amount of four dollars and fifteen cents (\$4.25) per month for Recycling Waste collection services, whether such services are taken advantage of or not. This rate will increase by .10 on July 1, 2024 and on each July 1 thereafter, unless a lesser or greater increase is approved by the Board of the Des Moines County Regional Solid Waste Commission. Commercial and Industrial users will not be assessed a Recycling Waste fee. Whether any user is subject to this fee, shall be determined by the City Zoning Administrator.

MISCELLANEOUS PROVISIONS

Section 1. **REPEALER.** All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 2. **SEVERABILITY CLAUSE.** If any section, provision, or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. **EFFECTIVE DATE.** This Ordinance shall be in effect after its final passage, approval and publication as provided by law, or March 1, 2024, whichever comes later.

DATED this **24th** day of **January**, 2024.

Steven K. Brimhall, Mayor

The above Ordinance was passed and approved on the **24th** day of **January**, 2024, and was signed by the Mayor on the **25th** day of **January**, 2024.

ATTEST:

Lori Davis, City Clerk

1st Reading **12/27/2023**
2nd Reading **1/10/2024**
3rd Reading **1/24/2024**

I hereby certify that the foregoing was published as Ordinance No. **1414** in the Mount Pleasant News on the **1st** day of **February**, 2024.

Lori Davis, City Clerk

