

ORDINANCE NO. 2023 - 04-004-05

AN ORDINANCE AMENDING CHAPTER 38 "SOLID WASTE" OF CODE OF ORDINANCES, CITY OF WHITE SETTLEMENT, TEXAS IN ITS ENTIRETY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council of the City of White Settlement now deems it appropriate to amend Chapter 38, in its entirety to address customer responsibilities, prohibitions, and penalties for violations.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT:

SECTION 1.

Chapter 38 "Solid Waste" is hereby amended in its entirety to read as follows:

"Section 38-1 Purpose.

- (a) The accumulation of garbage, trash, rubbish, brush, and other refuse on the premises of private residences, businesses, public and private institutions, vacant lots, and in the streets, alleys, and on other property ("premises") within the city, constitutes a health hazard, fire hazard, safety hazard, public menace or nuisance and greatly increases the danger of the spread of infections, contagious and epidemic diseases. The regulations of this article are adopted for the purpose of preserving and protecting the public health, safety, and general welfare by requiring property owners, tenants, occupants, and leases to secure and maintain containers and receptacles of sufficient size and material for the deposit of garbage, trash, rubbish, and recyclable materials for collection and removal at regular intervals and to maintain their premises free of accumulations thereof.
- (b) The city provides solid waste and recycling services to residential customers, including residents inhabiting multifamily dwellings, and solid waste services to nonresidential customers through a franchise ordinance with a designated provider ("franchisee"). The city franchise ordinance grants exclusive rights to the franchisee to provide collection, hauling, and disposal of solid waste for residential and nonresidential customers and collection and hauling of residential recyclable materials. This article establishes the responsibilities of residential and

nonresidential customers regarding the collection, transportation, and disposal of solid waste and recyclable materials.

- (c) It shall be unlawful for any other person or entity other than the designated franchisee to provide municipal solid waste collection or disposal services to any person or entity for compensation within the city or to use the public streets for solid waste or recycling collection purposes.

Section 38-2 Definitions.

Terms used in this article shall have the following meanings.

Administrator means a city employee designated by the city manager to address issues and concerns regarding the provided service.

Automated Collection Service means the Collection of Garbage in a Garbage Cart and/or the Collection of Program Recyclables in a Recycling Cart, using fully automated equipment (e.g., a side-loading Collection vehicle that is manned with a driver only) or semi-automated equipment (e.g., a rear-loading Collection vehicle equipped with a hydraulic "tipper," a driver, and a crew of one or two people).

Biomedical Waste means any solid or liquid waste that may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes that contain human disease-causing agents; discarded sharps; and used absorbent materials saturated with blood or body fluids.

Brush means any vegetative matter resulting from normal yard and landscaping maintenance, including but not limited to tree trimmings, branches, palm fronds, and root balls. No single item can exceed three (3) feet in length, six (6) inches in diameter, or weigh more than 35 pounds. Brush must be generated by the customer at the Residential Customer Dwelling Unit at which the Brush is placed for Collection. Brush may be Set Out in neat stacks or Bundles. Brush includes Christmas trees but does not include Contractor-Generated Waste or Exempt Waste.

Brush and Bulky Items Collection Service means the collection of Brush and Bulky Items from Residential Customers at a frequency and amount designated in this Agreement.

Bulky Items means a large, discarded item that (a) is discarded by a Customer as a result of the Customer's normal housekeeping activities on their own Premises and (b) cannot be placed in a Garbage Bag or a Garbage Cart because of its size, shape, or weight. Bulky Items include furniture, appliances, fence panels, building materials resulting from "do-it-yourself" repairs and/or

projects, and other items too large for a Garbage Bag or Garbage Cart, to include stoves, water tanks, washing machines, furniture, and other waste materials other than construction debris.

Bundles means items not measuring in excess of thirty-five (35) pounds, three (3) feet in length, and six (6) inches in diameter and which are securely fastened together, including, but not limited to, brush, limbs, and other tree trimmings and are items only picked up during the scheduled bulk week.

Cart means a franchisee provided Garbage Cart and/or Recycling Cart.

Certificate of Occupancy means a document issued by the City, certifying that a newly constructed or renovated building complies with the City's specifications and is suitable for use.

City means, depending on the context, either (a) the incorporated area contained within the boundaries of the City of White Settlement, Texas, or (b) the government of the City of White Settlement, Texas, acting through the City's designees.

Collection means the process of picking up the Garbage, Program Recyclables, and Brush and Bulky Items that are Set Out by a Customer and then transporting and delivering the materials to a Designated Facility.

Collection Containers means franchisee provided Garbage Carts, Recycling Carts, Dumpsters, and/or Roll Off Containers.

Collection Services means one or more of the services provided by the franchisee for the Collection of Garbage, Program Recyclables, and Brush and Bulky Items pursuant to this Agreement. Collection Service includes Residential Collection Service and Commercial Collection Service.

Commercial Collection Service means the Collection of Garbage from a Commercial Customer.

Commercial Customer means a Person that owns or occupies Improved Property that does not or should not receive Collection Services at the Curbside from the franchisee pursuant to this Agreement, which includes hotels, motels, rooming houses, timeshares, business establishments, churches, schools, office buildings, Multifamily Dwelling Units utilizing centralized dumpster service, Industrial Units, and any other establishments whatsoever except for other residential uses.

Construction and Demolition Debris means discarded materials generally considered to be not water soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum

wallboard, and lumber, resulting from the construction, destruction, or renovation of a structure.

Curbside means a location adjacent to a road or right-of-way that abuts a Customer's property and provides access for the franchisee Collection vehicles. If there is no public access to the Customer's property, Curbside means a location that is adjacent to a roadway where the franchisee may lawfully gain access and provide Collection Service to the Customer. In all cases, the Curbside location must be within three (3) feet of the curb or the edge of the road.

Customer means a Person that uses one or more of the franchisee Collection Services under this Agreement in the Service Area. A Customer is a Commercial Customer and/or a Residential Customer.

Disaster Debris means debris that is produced or generated by a natural or human event that is declared a disaster by the city, state, or federal government.

Dumpster means a steel container with a lid having a capacity of not less than two (2) cubic yards, or more than eight (8) cubic yards, designed to facilitate Collection Services either by hydraulic lift or cable winch pull-off mechanism.

Dwelling Unit means any type of structure or building, or a portion thereof, intended for or capable of being used for residential living. A Dwelling Unit includes a room or rooms constituting a separate, independent living area with a kitchen or cooking facilities, a separate entrance, and bathroom facilities, which are physically separated from other Dwelling Units, whether located in the same structure or in separate structures. However, a room in a licensed hotel or motel is not a Dwelling Unit.

Excess Brush and Bulky Items means Brush and/or Bulky Items in excess of the allowable cubic yard amount per Residential Customer stipulated in this Agreement.

Franchisee means waste contractor contracted by the city.

Garbage means all kitchen and table food waste, and animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials. For the purpose of construing this Agreement the term Garbage shall include Garbage and Rubbish.

Garbage Bag means a Plastic Bag used by Residential Customers to Set Out Garbage in a Garbage Cart. If being set out for bulk service, any bags used for leaves, clippings, or yard waste must be clear so they are easily identifiable as yard waste.

Garbage Cart means a Garbage container provided by franchisee, that is made with heavy-duty hard plastic or other impervious material, with an enclosed bottom and sides, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately ninety-six (96) gallons or less, and used for the automated or semi-automated Collection of Garbage.

Hazardous Material means all waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order, or other Applicable Law.

Holiday means a day when the franchisee does not need to provide Collection Service to Residential Customers. For the purpose of this Agreement, Holidays include Thanksgiving Day, Christmas Day and New Year's Day, unless the Administrator and the District Manager mutually agree to designate additional days as Holidays.

Improved Property means any cleared, graded, or drained property in the City upon which a building or structure is erected and occupied or capable of being occupied (i.e., a Certificate of Occupancy has been issued) for residential, commercial, institutional, or industrial use.

Industrial Unit means any manufacturing, mining, or agricultural facility that generates and accumulates Garbage during, or as a result of, its operations.

Land Clearing Debris means the trees, tree trunks, limbs, stumps, bushes, vegetation, rocks, soil, and other materials resulting from a land clearing or lot clearing operation.

Multifamily Dwelling means a building with multiple Dwelling Units that are located under one roof. Multifamily Dwellings include apartments, condominiums, and mixed-use buildings that contain multiple Dwelling Units. For the purpose of construing this Agreement, Multifamily Dwellings not receiving Collection Services at the Curbside shall be considered Commercial Customers.

Non-Collection Notice means a written form, tag, or sticker that is used by the franchisee to notify a Customer of the reason(s) why the Garbage, Program Recyclables or Brush and Bulky Items Set Out by the Customer were not collected by the franchisee.

Plastic Bag means a heavy-duty plastic bag, with a capacity of approximately forty (40) gallons or less, that is designed to be used for the Collection of Brush or yard waste, the weight of which shall not exceed thirty-five (35) pounds or the rated capacity of the Plastic Bag, whichever is less weight, when filled.

Premises means Improved Property.

Program Recyclables means the Recovered Materials that are acceptable in the City's program as delineated and that are separated from the Garbage at the location where they are generated (e.g., Residential Customers) and then Set Out for Collection at that location.

Radioactive Waste means any equipment or materials that are radioactive or have radioactive contamination, and are required by law to be stored, treated, or disposed of as radioactive waste.

Recyclable Materials means those materials that are capable of being recycled and would otherwise be processed or disposed of as Solid Waste.

Recycling means any process by which materials that would otherwise have been Solid Waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.

Recycling Cart means a container that is made of heavy-duty hard plastic or other impervious material, with enclosed sides and a bottom, mounted on two wheels, equipped with a tight-fitting hinged lid, having a capacity of approximately sixty-five (65) gallons or less, and used for the automated or semi-automated Collection of Program Recyclables and belongs to franchisee.

Refuse means discarded materials such as garbage, rubbish, or trash.

Residential Collection Service means the Collection of Garbage, Program Recyclables, and Brush and Bulky Items, from Residential Customers.

Residential Customer means a Customer that receives Collection Service at Curbside. A Residential Customer may reside in: (a) a single-family Dwelling Unit; (b) a duplex, triplex, quadruplex, or mobile home; or (c) a Multifamily Dwelling that cannot or should not receive Collection Service with a Dumpster or Roll Off Container, as determined by the Administrator and franchisee.

Roll Off Container means a large metal container (typically with a capacity of 10, 20, 30 or 40 cubic yards) used for the Collection of Garbage, which is rolled off of a motor vehicle when the container is placed at a site and then rolled onto the vehicle when the container is ready to be transported to another location.

Rubbish means waste materials (other than Program Recyclables, and Brush and Bulky Items) resulting from normal housekeeping activities at a Residential Customer or Commercial Customer location. Rubbish includes discarded trash, rags, sweepings, packaging, Recyclable Materials that are not source separated, and similar materials.

Scheduled Collection Day means an Operating Day when the franchisee is scheduled to collect a Customer's Garbage, Program Recyclables, or Brush and Bulky Items.

Service Area means the incorporated area of the City.

Set Out means the preparation and placement of Garbage, Program Recyclables, and Brush and Bulky Items for Collection at the Customer's Premises in compliance with the requirements in this Agreement.

Side Door Collection means the Collection of Garbage Carts and Recycling Carts from a Residential Customer's side yard or other location that is not Curbside.

Solid Waste means Sludge unregulated under the federal Clean Water Act or Clean Air Act; Sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or Garbage, Rubbish, refuse, Special Waste, or other discarded material, including solid, liquid, semi- solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Solid Waste includes Biomedical Waste, Bulky Items, Construction and Demolition Debris, Disaster Debris, electronic equipment, Garbage, Hazardous Material, Land Clearing Debris, Radioactive Waste, Recyclable Materials, Rubbish, white goods, and Brush. For the purpose of construing this Agreement, references to Solid Waste may exclude Exempt Waste.

Special Collection Services means the Collection of discarded material in quantities that are greater than the amounts authorized herein for Collection on the Customer's Scheduled Collection Day, including but not limited to Excess Brush and Bulky Items.

Yard waste means brush, tree limbs, and cuttings shall be placed adjacent to the front yard curb line no earlier than 7:00 pm 48 hours prior to the scheduled bulk trash collection day. Any bags used for leaves, clippings, or yard waste must be clear so they are easily identifiable as yard waste.

Section 38-3 Service Required.

All occupied residential, multifamily dwellings, and nonresidential structures within the city shall be charged monthly and shall receive solid waste collection and disposal services at intervals hereinafter established.

Section 38-4 Prohibitions.

- (a) Storage or accumulations of solid waste or recyclable materials that is unsightly or a health or safety hazard is prohibited. No owner, lessee, or occupant of any

residential or nonresidential unit shall permit the accumulation of any solid waste recyclable material on residential or nonresidential premises except in acceptable containers as defined herein. Proper storage of such materials between collection days is required to ensure the prevention of littering and unsanitary conditions.

- (b) It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any sidewalk, street, or other right-of-way within the city limits.
- (c) It shall be unlawful for any person to sweep, throw or deposit any garbage, trash, dirt, stagnant water, or dead animals into, upon or along any drain, gutter, alley, sidewalk, street or vacant lot, or upon any public or private premises, within the corporate limits of the city.
- (d) All hazardous waste, special waste (as defined in state or federal regulations), and medical waste materials must be disposed of in accordance with local, state, and federal regulations.
- (e) It shall be unlawful for any person to deposit any burning material (burning match, charcoal, embers, etc.) into any container used for disposal of solid waste or recyclable materials.
- (f) It shall be unlawful for any person to dispose of solid waste, recyclable material, or any other waste material by fire, burial, or similar methods within the city limits.
- (g) Meddling with solid waste or recycling containers or in any way pilfering, scattering contents, or scavenging materials from such containers is prohibited by anyone other than the owner or resident of the premises where the container is located.
- (h) No person shall place any solid waste or recyclable materials into any residential or nonresidential waste container without the effective consent of the owner, tenant, lessee, or occupant of the premises upon which said container is located.
- (i) It shall be unlawful to place solid waste in, on, or near a solid waste container in a manner that does not allow the lid of the solid waste container to close with all the solid waste within the container.
- (j) No person shall knowingly place any solid waste, bulky items or any other material in, on, or next to the solid waste container of another person or entity in the city.
- (k) Residents are prohibited from setting out any solid waste that is generated from a nonresidential source to be collected as residential solid waste.

- (l) No appliances set out for bulk waste collection shall contain any hazardous materials of any kind. Appliances or items that contain or have polychlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC) or other liquid or gaseous compounds and which are set out for bulk waste collection must have the polychlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC), or other liquid or gaseous compounds removed by a certified technician and be tagged by the certified technician as being free from poly chlorinated biphenyls (PCB) or chlorofluorocarbon compounds (CFC), or other liquid or gaseous compounds.
- (m) No hazardous waste (as defined herein), medical waste, soil, dirt, rock, sand, or concrete shall be set out for residential collection.
- (n) It shall be unlawful for any person to place non-recyclable materials in a recyclable container.

Section 38-5 Unauthorized containers.

Any container not provided by the franchisee is prohibited.

Section 38-6 Residential Customer Responsibilities.

- (a) *Service Established.* Residential customers shall establish service when the customer's water account is established. The charges for solid waste and recycling services shall be included on the monthly utility bill of the residential customer. Residential customers are required to make full payment for solid waste and recycling at the same time as payment for water and sewer services. No partial payments for solid waste or recycling services will be allowed. Failure to pay such garbage and refuse charge when due and payable will permit the city to assess a ten percent penalty and, at the option of the city, discontinue water service to the premises involved until all such delinquent garbage and refuse fees are paid in full. If residential water or sewer service is not available or provided, the residential customer shall contact utility billing to arrange for solid waste and recycling to establish service.
- (b) *Charges for residential services.* The charge for collecting solid waste from each individual family unit shall be in an amount established and as from time to time amended by ordinance and adopted by the city council; the ordinance and amendments thereto shall be kept on file with the city secretary. Said charges will be set forth in Chapter 20 of this Code.
 - (i) As used in this section, the term "individual family unit" shall mean each side of a duplex, each living unit per subdivided lot. Each apartment in a structure contains no more than two units and any unit or living space in which a single family resides.

- (ii) Side door collection is for mobility or visually impaired customers who may receive special collection services. Collection containers shall be placed in locations designated by the franchise provider or city administrator. The resident receiving this special service must apply for such accommodations and must be mobility or visually impaired where no member of the household is physically able to place the container(s) at the curb. Such special services shall require approval by the director of finance or designee accompanied with a letter from a doctor. The monthly rate for these special collection services will be the same rate charged to those customers with no impairments.
- (c) *Residential trash/recycling collection service.* Residential trash and recycling collection will be collected by the franchisee once a week on the same day. Additional carts can be requested for an additional cost that can be found in Chapter 20 of this Code.
 - (i) Collection containers shall be placed at or near the street pavement edge, at least three feet from any mailbox, vehicle, obstacle, or other collection containers. The franchisee may make reasonable exceptions to the foregoing location requirements, as needed upon request of the customer and in cooperation with the city's franchisee, to meet unique circumstances.
 - (ii) Except for bulky waste collection, only authorized refuse and recycling collection containers provided by the franchisee will be serviced. No other containers, boxes, or bags placed at the collection site will be collected.
 - (iii) Residential refuse and recyclable collection containers shall be placed at the curb no earlier than 7:00 p.m. on the day prior to the scheduled collection day. To ensure collection, residential refuse and recycling collection carts shall be placed at the curb no later than 7:00 a.m. on the collection day. The suggested placement of the cart is within three feet of the street and on a corner of the driveway approach, with the wheels of the cart facing the primary dwelling. Carts placed behind the curb or in front of the curb on the street will still be serviced, providing a clearance space of 3 feet shall be allowed on either side of the cart and behind the cart. Trash carts placed curbside without allowing the mandatory three feet of clearance space will not be serviced. Carts are not allowed in front of the curb on any major thoroughfare due to safety and traffic concerns.
 - (iv) Storage of residential collection containers should make reasonable efforts to store waste collection containers out of public view in the resident's garage, behind screening on the property, or in an area wherein such collection container is not visible from the street. Collection containers must be placed behind the front building line of the property at a minimum.

- (v) Customers whose refuse, or recyclables were not collected because; they were not placed at the proper location, they contained unacceptable materials, or they were not placed out for collection at the required time shall not be collected until the next regularly scheduled collection service.
 - (vi) Waste or recycling collection containers must be removed from the curb and placed behind the front build line by the customer no later than 7:00 a.m. following the scheduled collection day.
 - (vii) All garbage and refuse materials shall be separately bagged or otherwise securely contained prior to placement in the appropriate collection container and shall be capable of being handled without spillage. Refuse, and garbage determined by the franchisee to not be properly contained shall not be collected.
 - (viii) Dead animals shall not be placed in containers or at collection points for residential services. Residents shall contact animal control for proper disposal of dead animals, but this does not include small rodents.
- (d) *Residential bulk waste collection.* The franchisee shall provide Residential Brush and Bulky Items Collection to all Residential Customers in the Service Area once every-other month. The collection is limited to seven (7) cubic yards per Set Out.
- (i) In the event that Brush and Bulky Items exceed the seven (7) cubic yards limit, the franchisee will treat this as a Special Collection Service, and a non-collection notice will be left. The customer will then be required to contact the franchisee to arrange collection. If proof of collection is not arranged, bulky items must be removed and placed behind screening, or be properly disposed of by the property owner or occupant.
 - (ii) Household furnishings, goods, and appliances, including but not limited to stoves, refrigerators, washing or drying machines, water heaters, sofas, chairs, tables, mattresses, and box springs, may be disposed of on bulk trash collection day.
 - (iii) Bulky items must be placed adjacent to the curb of the property's front yard. Materials must be stacked 3 feet away from utility poles, water and gas meters, fences, mailboxes, fire hydrants, trees, parked cars, power lines, and any other obstruction to prevent damage by collection equipment and to allow the safe collection of the materials.
 - (iv) Residential bulk waste shall be placed curbside for service not earlier than 48 hours prior to 7:00 a.m. of the first day of their respective bulk waste service/collection period and not later than 7:00 a.m. of the first day of their respective service/collection period.

- (v) A person commits an offense if they set bulk waste out more than 48 hours prior to 7:00 a.m. of the first day of the service/collection period and after 7:00 a.m. on the first day of the service/collection period.
- (e) *Yard waste, tree limbs and cuttings.*
 - (i) Brush bundles are not to weigh greater than 35 pounds, be more than 3 feet in length, or have limbs with a diameter over 6 inches. Bundles must be tied or bound and stacked with proper separation adjacent to the front yard curb for removal.
 - (ii) Yard waste, brush, tree limbs, and cuttings shall be placed adjacent to the front yard curb line neatly stacked or in clear plastic/lawn bags no earlier than 7:00 p.m. 48 hours prior to the scheduled bulk trash collection day.
 - (iii) Brush must be generated by the customer at the Residential Customer Dwelling Unit at which the Brush is placed for Collection.
 - (iv) Brush, limbs, leaves, and cuttings from trees and shrubs which have been trimmed or removed by a commercial tree trimmer shall be disposed of at the expense of the owner or the person controlling the premises.
- (f) *Residential collection schedules.* Collection schedules for residential solid waste and recycling services shall be determined and established by the franchisee.
 - (i) Complaints regarding missed collections shall be reported directly to the franchisee when the missed collection is discovered.
- (g) *Residential containers.* All materials shall be placed in approved containers as defined herein and shall be placed in such containers in such a way as to prevent littering or spilling of materials onto public areas or neighboring sites. Placement of solid waste or recycling containers shall be at the edge of the street or alley without interfering with or endangering the movement of vehicles.
 - (i) Recycling containers are strictly for collecting acceptable recyclable materials. All recyclable materials must be placed within the container. A person commits an offense if they place anything other than approved recycled materials in the recycling container.
 - (ii) Any collection containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
 - (iii) A person commits an offense if they damage any solid waste or recycling container.
 - (iv) Residents shall not remove containers from the address to which the container is assigned. A resident shall report a missing or damaged

collection cart to the franchisee as soon as the resident becomes aware of such a loss.

- (h) *Residential construction and demolition material.* Construction and demolition material that results from construction, remodeling, repairing, or destruction of residential service shall not be subject to the franchise agreement if collected and transported via pickup truck, pickup truck and trailer(s), dump truck(s), dump truck and trailer(s), semi-tractor and trailer(s), or any combination of these. Any roll-off, front load, or other containerized unit to collect, hold, or transport construction and demolition waste at the construction site shall be those owned and operated by the contractor performing work or a company registered with the city to provide the service.
- (i) Residential construction and demolition materials are prohibited from being set out for residential collection services, except that miscellaneous small construction-related materials and fencing materials from a residential construction and demolition project may be set out as bulky waste.
- (ii) Dumpsters or roll-off containers used to dispose of construction debris/waste must be approved for use, along with the location or placement and duration, by the city manager or his designee. No dumpster or container may be used longer than the construction permit.

Section 38-7 Non-residential Customer Responsibilities.

- (a) *General.* All nonresidential customers shall contract with the franchisee for solid waste collection services.
 - (i) It shall be unlawful for any person other than the city franchisee to collect or remove solid waste materials from a commercial container.
 - (ii) Nonresidential customers shall remit payments for solid waste and recyclables services directly to the city's franchisee.
- (b) *Nonresidential solid waste services required.* Every owner, occupant, tenant, or lessee of any business, commercial, industrial, school or institutional property, or other property not entitled to receive residential solid waste collection services shall arrange for commercial solid waste collection and disposal services from the city's franchisee.
- (c) *Collection containers and schedules.* Nonresidential customers shall contract with the city's solid waste collection franchisee and acquire an appropriately sized commercial container at a frequency that prevents the accumulation of waste outside the container and prevents littering or spilling of materials onto

public areas or neighboring sites. Collection of nonresidential solid waste shall not be made less than one time per week.

- (i) Overfilled containers will not be emptied if a safety hazard exists. The customer will be responsible for removing the excess, and collection will be rescheduled when the excess material has been removed.
- (ii) Enclosures are required for dumpsters in accordance with the city's zoning regulations. Enclosures should be kept clean of all refuse, and gates shut when unused.
- (iii) The customer is responsible for providing access to the solid waste container and keeping the area around and on top of the container clear of obstructions so that the container can be serviced as scheduled. If the container is blocked and not cleared, service will not be provided. The customer will be responsible for the cost of extra collections required.
- (iv) The customer will be responsible for odor and insect control around containers.
- (v) Commercial containers shall not be placed on any sidewalk, street, or other public rights-of-way, and shall be placed solely on private property. It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any enclosure, sidewalk, street, or other public right-of-way within the city limits.
- (vi) All solid waste front load and roll-off containers shall display the name and phone number of the provider.
- (vii) Commercial containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
- (viii) Refuse fees shall be set forth in Chapter 20.

Section 38-8 Multi-family customer responsibilities.

- (a) *General.* The city's franchised solid waste provider shall provide solid waste collection and recycling services for multifamily dwellings and shall directly bill the owner or person in control of the premises for the charges for such services.
- (b) *Containers furnished by the city's franchisee for multifamily dwellings.* All facilities for which containers are so provided by the city's franchisee shall place all refuse, waste, and recyclable materials in such designated containers and shall not place waste in any containers except those designated. It shall be unlawful

for any person using such containers to leave the lid open after placing refuse or recyclable material therein.

- (i) Enclosures are required for dumpsters in accordance with the city's zoning regulations. Enclosures should be kept clean of all refuse, and gates shut when unused.
 - (ii) Enclosures are required for dumpsters located at all existing multifamily dwellings. Occupants, property management agencies, and owners are required to install a dumpster enclosure. These dumpster enclosures shall be constructed in accordance with the city's zoning regulations.
- (c) *Collection containers and schedules.* Multifamily dwellings shall contract with the franchisee for solid waste collection services and acquire an appropriately sized commercial container at a frequency that prevents the accumulation of waste outside the container and prevents littering or spilling of materials. Collection of multifamily dwelling solid waste shall not be made less than one time per week.
- (i) Overfilled containers will not be emptied if a safety hazard exists. Owners or property management companies will be responsible for removing the excess, and collection will be rescheduled when the excess material has been removed.
 - (ii) The multifamily customer is responsible for providing access to the solid waste and recyclable containers and keeping the area around and on top of the container clear of obstructions so that the container can be serviced as scheduled. If the container is blocked and not cleared, service will not be provided.
 - (iii) The multifamily customer will be responsible for odor and insect control around containers.
 - (iv) Containers shall not be placed on any sidewalk, street, or other public right-of-way, and shall be placed solely on private property. It shall be unlawful for the owner, occupant, or person in control of any premises to allow solid waste or recyclable materials to be piled, placed, or accumulated on any sidewalk, street, or other public right-of-way within the city.
 - (v) All solid waste roll-off containers shall display the name and phone number of the company.
 - (vi) Collection containers owned by the franchisee shall not be marked, modified, or damaged by the customer in any way.
 - (vii) Refuse fees shall be set forth in Chapter 20.

Section 38-9 Inspections.

It is hereby made the duty of the code compliance officer or other city designee to make inspection trips at regular intervals to determine whether or not garbage, trash and rubbish are being properly collected, removed and disposed of as required by provisions of this chapter. In the event that it is found that this chapter or any other applicable health ordinance is being violated, appropriate and timely action shall be taken to ensure full compliance with its provisions.

Section 38-10 Penalties for violation.

In this section, the term "violation of this Code" means:

- (a) Acting in a manner that is prohibited or made or declared to be unlawful, an offense, a misdemeanor, or a violation of this Code by ordinance or by rule or regulation authorized by ordinance;
- (b) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
- (c) Failure to perform an act if the failure is declared a violation of this Code, a misdemeanor, an offense, or unlawful by ordinance or by rule or regulation authorized by ordinance.
 - (i) The term "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section or it is clear from the context of this Code that it is the intent of the city to impose the penalty provided for in this section upon the city officer or city employee.
 - (ii) Except as otherwise provided, a person convicted of a violation of this Code shall be punished by a fine not to exceed \$500.00, except that:
 - (1) If the violation of this Code governs fire safety, zoning, or public health and sanitation, other than the dumping of refuse, a person convicted of a violation of this Code shall be punished by a fine not exceeding \$2,000.00, unless provided otherwise.
 - (2) If the violation of this Code governs the dumping of refuse, a person convicted of a violation of this Code shall be punished by a fine not exceeding \$4,000.00, unless provided otherwise.
 - (iii) No penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

- (iv) Each day any violation of this Code or of any ordinance continues shall constitute a separate offense.
- (v) In the event that any such violation is designated as a nuisance under the provisions of this Code, such nuisance may be summarily abated by the city.
- (vi) In addition to the penalty prescribed in this section, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits."

SECTION 3. CUMULATIVE CLAUSE

This Ordinance shall be Cumulative of all provisions of Ordinances and of the White Settlement Code of Ordinance, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances or Code, in which case the conflicting provisions of such Ordinances or Code are hereby repealed.

SECTION 4. SEVERABILITY CLAUSE

It is hereby declared to be the intentions of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. PENALTY CLAUSE

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined, upon conviction, not more than Two Thousand Dollars (\$2,000.00) for each offense affecting fire safety, zoning, or public health and sanitation, other than dumping of refuse; not more than Four Thousand Dollars (\$4,000.00) for each offense for dumping of refuse; and Five Hundred Dollars (\$500.00) for all other offenses. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.
SAVINGS CLAUSE**

All rights and remedies of the City of White Settlement are expressly saved as to any and all violations of the provisions of the Code of Ordinances, as amended, or any other ordinances affecting solid waste which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinances but may be prosecuted until final disposition by the courts.

**SECTION 7.
PUBLICATION**

The City Secretary is hereby directed to publish in the official newspaper of the City, the caption and penalty clause of this ordinance as provided by the City Charter.

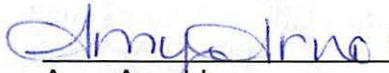
**SECTION 8.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its date of passage and publication as required and it is so ordained.

PASSED AND APPROVED THIS THE 4th OF April, 2023.


Amber Muñoz, Mayor Pro Tem
City of White Settlement

ATTEST:


Amy Arnold
City Secretary
City of White Settlement

