

ORDINANCE NO. 1502

AN ORDINANCE AMENDING AND REPEALING CHAPTER 7, ARTICLE 1 OF THE CODE OF THE CITY OF GOODLAND, KANSAS, RELATIVE TO SOLID WASTE AND RELATED SERVICES

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS

Section 1. Definitions

(a) The following words shall have the meanings respectively ascribed to them:

“City” means the City of Goodland, Kansas

“Cart” means a container provided by the City and/or for the disposal and collection of garbage and trash and/or yard waste, with a capacity of 90 to 100 gallons. The contents shall not weigh more than 250 pounds.

“Commercial Customer” shall include, but not be limited to, all businesses, government operations, commercial enterprises, dwellings containing 20 or more dwelling units, offices, shops, hotels, churches, schools and institutions.

“Construction and Demolition Debris” means solid waste resulting from the construction, remodeling, repair, and demolition of structures, roads, sidewalks, and utilities. Such wastes include, but are not limited to, bricks, concrete and other masonry materials, roofing materials, soil, rock, wood, wood products, wall or floor coverings, plaster, drywall, plumbing fixtures, electrical wiring, electrical components containing no hazardous materials, no-asbestos insulation, and construction related packaging.

“Contractor” means any private garbage and/or refuse and/or trash collection company (hauler) under contract with the City to provide refuse, garbage and trash collection; yard waste collection; and heavy bulky item collection.

“Customer” shall include but not be limited to:

- Any address, person, firm, partnership, or corporation or other entity within the corporate limits of the City that has an active utility account of any kind with the City.
- Any residential or commercial customer within the corporate limits of the City served by the City’s solid waste collection system.
- Any commercial or residential person, firm, partnership, or corporation as defined “rural” herein that requests solid waste collection service from the City.

“Director” means the director of the City’s public works department and/or the City’s utilities department and/or the City’s authorized representative.

“Dumpster” means any container provided by the City and/or for the disposal and collection of garbage and trash and/or yard waste, and with a capacity of three (3) cubic yards.

“Dwelling” means a building or portion thereof, designed exclusively for residential occupancy, including single-family, two-family and multi-family dwellings, boarding and lodging houses, apartment houses and town-houses, but not hotels or motels.

“Dwelling Unit” means a building or portion of a building that contains living facilities for not more than one family and that includes provisions for sleeping, cooking, eating and sanitation.

“Garbage” shall include, but not be limited to, decayed, unsound, waste or discarded food, fruit, meat, bakery goods, and vegetables; animal and vegetable refuse from food handling places or residences; any putrid or offensive animal or vegetable matter; and any bottles, cans or other containers utilized in normal household use.

“Hazardous Material” shall include, but not be limited to: explosive material; rags or other waste soaked in volatile or flammable liquids; motor oil; highly

combustible material; chemicals; poisons; paints; thinners; household cleaners; pesticides; radioactive materials; medical wastes; soiled dressings, clothing, bedding and/or other wastes contaminated by body fluids, infection or contagious disease; any other material which may present a special hazard to personnel, equipment, or the public in the act of collection or disposal of such material; or the containers in which any of these materials were packaged or stored in if not properly cleaned.

“Heavy and Bulky Debris” shall include, but not be limited to: non-metal furniture, and tree limbs bundled (bundle shall not weigh more than 50 pounds and shall not exceed six (6) feet in length).

“Metal Debris” shall include, but not be limited to, appliances, automobile bodies, chassis parts, drive trains or engine parts, compressed gas or air bottles, general construction metal, electrical fixtures, wire, farm implements or parts thereof, lawn equipment, metal furniture or equipment, pipe, rebar, outdoor grills, sheet metal, wheels or rims, and other similar materials.

“Municipal Solid Waste” means all solid waste that normally originates in a residential environment.

“Refuse” means waste material of any kind or nature whatsoever, excluding heavy and bulky items, metal debris, hazardous materials, yard waste, and construction and demolition debris.

“Residential Customer” shall include, but not be limited to, all residential dwellings containing less than 20 individual dwelling units.

“Returned Check Fee” shall mean the fee set for the return of a check to the City in the amount of \$20.00 plus the amount of the check.

“Services” means the solid waste, garbage, refuse, trash, yard waste, and heavy and bulky item collection and disposal system of the City.

“Trash” shall include, but not be limited to, accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than garbage or yard waste, which are usual to house-keeping and to the operation of business places.

“Unusual, Heavy or Hazardous Material” means any material, which in the judgment of the director cannot be collected by regular collection service because of its dimension, density, or potentially harmful nature. Ashes and cinders are hazardous material unless the combustion thereof has been completely extinguished and they are contained.

“Yard Waste” means waste materials generated from the maintenance of lawns and gardens, which shall include grass clippings, leaves, weeds, flowers, vegetables, plants and other similar materials.

- (b) Any term defined elsewhere in this chapter shall, when used in this article, be presumed to have the meaning so ascribed to it unless the context clearly requires otherwise.

Section 2. General Requirements

The City shall have the right to enter into a contract with any responsible person or entity for collection and disposal of any waste materials as defined herein.

It shall be unlawful for any person, firm, partnership or corporation to accumulate or allow the accumulation of garbage, refuse, trash, yard waste, municipal solid waste, or any other waste as defined herein, in order that the City may be kept clean and sanitary.

It shall be unlawful to, place or permit to be placed, any garbage, refuse, trash, yard waste, or municipal solid waste, on the outside of any building, or in any location within the City, except in

a wind-proof container so that the same will not be liable to scatter by wind or otherwise.

It shall be prima facie evidence that any customer to whom any dumpster or cart has been issued is the party responsible for any violation of this Article.

It shall be the responsibility of any person or organization sponsoring a special event within the City to arrange for the placement of appropriate carts and/or dumpsters and to schedule the collection and disposal of waste products with the City and/or its Contractor.

The City and/or its Contractor are hereby authorized to enter in and upon private property for the purpose of collecting any cart or dumpster therefrom as required by this article.

The City and/or its Contractor reserves the right to refuse to collect or dispose of any waste from any cart or dumpster that contains any waste materials in violation of this article, until the responsible party has removed from such cart or dumpster the objectionable waste material.

The City and/or its Contractor reserves the right to refuse the collection of any waste materials as defined herein that do not meet the requirements of this Article, federal, state, and other applicable laws, rules, and regulations.

Section 3. Prohibited Acts

It shall be unlawful for any person, firm, partnership or corporation:

To deposit, throw, place or leave any garbage, trash or other refuse upon public or private property, including his or her own, except in a cart or dumpster complying with the provisions herein;

To remove the contents of a cart or dumpster, or any portion thereof, except for the proper collection and disposal as permitted herein;

To upset, remove or carry away any cart or dumpster, or mutilate or injure such cart or dumpster in any manner;

To place or deposit, or cause to be placed or deposited, any refuse or yard waste in a cart or dumpster other than his or her own cart or dumpster or one provided for his or her use;

To place or deposit, or cause to be placed or deposited, any refuse or yard waste in a cart or dumpster with the intent of avoiding payment of the required fees;

To interfere in any manner with the City or its Contractor in the collection of refuse or yard waste;

To burn or bury any refuse at any place within the City;

To cause, permit or allow any material, other than material as expressly permitted by this article, to be deposited in any cart or dumpster provided therefore by the City and/or Contractor of the City;

To destroy or deface any cart or dumpster provided by the City and/or Contractor of the City for the use of any customer;

To subscribe with any private contractor for refuse, garbage and/or trash disposal service other than with the City or Contractor of the City.

Section 4. Residential Collection Service; General Regulations

The City and/or Contractor shall provide residential refuse collection service upon the following terms and conditions;

- a) All residential and commercial garbage, refuse, and trash collection within the corporate limits of the City shall be provided exclusively by the City. The City may provide these services with City personnel and equipment or by contract with municipal or private garbage and trash collection services.
- b) The City and/or Contractor

of the City shall provide each residential customer with a suitable cart or dumpster. The City shall determine placement of containers and the number of containers per block to be shared by customers within that block.

- c) The City reserves the right to add or remove carts and/or dumpsters based on the volume of solid waste generated by any customer or group of customers.

- d) Each customer shall be responsible for making the cart or dumpster available for collection on the designated collection day. Unless exceptional circumstances exist and the City has notice thereof, the following requirements shall apply:

- 1) For property with street access only, all carts and other approved containers shall be placed for collection at a point within two (2) feet of the traveled portion of the street, affording easy and unobstructed access for collection.

- 2) For property with alley access, all carts and/or dumpsters shall be placed for collection at a point within or immediately adjacent to the abutting alley, and outside fences and other obstructions.

- 3) Carts and/or dumpsters should be placed and made available for collection at the collection point specified herein no earlier than 7:00 p.m. on the day preceding the collection day and no later than 7:00 a.m. on the collection day, and shall be removed (when applicable) from such location no later than 8:00 p.m. of the collection day.

- e) Except when a specific location is required, carts may be stored at any location upon the customer’s property, in any manner not creating a nuisance in the neighborhood.

Accumulation of garbage and trash pending collection by the City shall be subject to the following requirements:

wrapped prior to being placed in a cart or dumpster.

- b. No refuse other than garbage or trash shall be deposited in a cart or dumpster provided for such purpose.

- c. Refuse collected on a regular basis shall be any and all combined refuse, which, by law or regulation, can be placed in a cart or dumpster. Excluded from any regular collection is metal debris, construction and demolition debris, yard waste, and unusual, heavy, bulky or hazardous combined refuse.

All residential customers using carts and/or dumpsters provided by the City and/or Contractor of the City for the purpose of refuse collection and/or yard waste collection shall be subject to the following responsibilities;

- a. All carts and/or dumpsters shall be kept reasonably clean.

- b. All residential customers shall exercise reasonable care to avoid damage to carts and/or dumpsters. In the event damage results from negligent or intentional acts of a customer, such customer shall reimburse the City and/or Contractor of the City for its loss therefrom.

- c. No cart and/or dumpster provided by the City and/or Contractor of the City shall be removed from the premises to which it is assigned. Any residential customer vacating property to which a cart and/or dumpster has been assigned shall notify the City and/or its Contractor at least three (3) working days before such vacation, so that such cart and/or dumpster may be returned, if required, to City and/or Contractor of the City inventory.

- d. All residential customers using containers provided by the City and/or Contractor of the City shall comply with all regulations of the director relative to the use and care thereof.

- e. The City may promulgate additional rules not inconsistent

with the provisions of this article.

Section 5. Commercial Collection Service; General Regulations

Commercial refuse collection service shall be provided by the City and/or Contractor upon the following terms and conditions:

- a. The City and/or Contractor of the City shall provide exclusive refuse collection service to any commercial customer within the corporate limits of the City.

- b. The City and/or Contractor of the City shall provide a suitable number of carts or dumpsters for accumulation of garbage and trash on commercial premises. The City reserves the right to add or remove carts and/or dumpsters based on the volume of solid waste generated by any customer or group of customers.

- c. Prior to the time and day designated for collection, the commercial customer shall make all carts and dumpsters available at the prescribed location for proper disposal.

- d. Commercial customers shall comply with all regulations of the director relative to such commercial collection service.

- e. No cart and/or dumpster provided by the City and/or Contractor of the city shall be removed from the premises to which it is assigned. Any commercial customer vacating property to which a cart and/or dumpster has been assigned shall notify the City and/or its Contractor at least three (3) working days before such vacation, so that such cart and/or dumpster may be returned, if required, to City and/or Contractor of the City inventory.

- f. The City may promulgate additional rules not inconsistent with the provisions of this article.

Section 6. Unusual, Heavy or Hazardous Materials

The City and/or its Contractor shall neither collect nor dispose of unusual, heavy or hazardous materials.

Section 7. Frequency of Refuse Removal

Commercial refuse shall be removed daily or at such longer intervals as may be approved by the City and/or Contractor of the City, but in no case shall such interval be longer than one week. No commercial refuse shall be permitted to accumulate in any manner, which creates a health or safety hazard.

Residential refuse shall be removed once each week. No residential refuse shall be permitted to accumulate in any manner, which creates a health or safety hazard.

Section 8. Yard Waste

The City and/or its Contractor will provide Customers within the corporate limits of the City collection services for yard waste as provided herein.

Any Customer within the corporate limits of the City may enter into an agreement with the City and/or its Contractor for the collection and disposal of yard waste.

The City and/or its Contractor will provide yard waste collection and disposal service to:

- 1) Residential customers during the months of March through November each year.

- 2) Commercial customers during the months of January through December each year.

The City and/or its Contractor shall collect yard waste once per week.

The City and/or its Contractor will provide a suitable cart or dumpster for the storage of yard waste. No Customer shall accumulate quantities of yard waste at any location within the City unless the same is stored in approved in an approved cart and/or dumpster and in such manner as not to create a health or fire hazard, except that yard waste may be used by the Customer for composting purposes.

The City and/or its Contractor

shall have the right to refuse to collect yard waste from any cart and/or dumpster that is contaminated by any other items or materials, other than yard waste as defined herein.

Prior to the time and day designated for collection, the Customer shall make all carts and dumpsters available at the prescribed location for proper disposal. Carts and/or dumpsters should be placed and made available for collection at the collection point specified herein no earlier than 7:00 p.m. on the day preceding the collection day and no later than 7:00 a.m. on the collection day, and shall be removed (when applicable) from such location no later than 8:00 p.m. of the collection day.

All Customers using carts and/or dumpsters provided by the City and/or Contractor of the City for yard waste collection shall comply with all regulations of the Director relative to the use and care thereof.

Section 9. Metal Debris, and Heavy and Bulky Items

The City and/or its Contractor will offer collection of metal debris and heavy and bulky items as defined herein to residential customers within the corporate limits of the City. The governing body of the City shall establish by resolution a schedule identifying the rules, regulations and rates for this program.

Section 10. Rates and Charges

The charges to be made and collected for collection and disposal of refuse, and any other waste as defined herein by the City and/or its Contractor, including all services incident thereto, shall be as established from time to time by resolution of the City’s governing body.

Section 11. Penalties

Any person or persons, firms, partnership or corporation convicted of a violation of any provisions of this article shall be deemed guilty of a misdemeanor and shall upon conviction thereof be fined a sum of not less than \$100.00 nor more than \$1,000.00 and/or confinement for a period of time not to exceed 30 days. Each separate day or any portion thereof, during which any violation of this article occurs or continues, shall be deemed to constitute a separate offense.

The imposition of one penalty for any violation shall not excuse the violation or permit it to continue. All persons, firms, partnerships, or corporations found in violation shall be required to correct or remedy such violations or defects within a reasonable time.

The application of the above penalty shall not be held to prevent the enforced removal or correction of prohibited conditions.

Section 12. Chapter 1, Article 7 of the Code of the City of Goodland, Kansas is hereby repealed.

Section 13. This ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper.

PASSED BY THE GOVERNING BODY, this 16th day of June, 2003, for the City of Goodland, Kansas.

Rick Billinger, Mayor

ATTEST:
Mary Volk, City Clerk

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