ORDINANCE NO. 84-13

AN ORDINANCE REGULATING THE COLLECTION AND REMOVAL OF SOLID WASTE; PROVIDING FOR A LICENSE FOR THE COLLECTION OF SOLID WASTE FROM RESIDENTIAL CUSTOMERS IN THE CITY OF ATKINS, ARKANSAS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atkins, Arkansas, has in the past operated a solid waste collection and disposal service for the inhabitants of the City and,

WHEREAS, it has become economically unfeasible for the city to continue operating this service and,

WHEREAS, there is an immediate need for an alternate method of collecting solid waste in the city,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATKINS, ARKANSAS,

SECTION 1. Definitions. The following definitions shall apply to the interpretation and enforcement of this ordinance:

a. City means the City of Atkins, Arkansas, or its authorized representatives.

b. Residential Unit means a place of abode of a person or persons. The grouping of two residential units under a common roof shall for the purposes of this Ordinance be the equivalent of two residential units.

c. Multiple Family Unit means the grouping together of three or more residential units under a common roof and shall constitute a commercial unit for purposes of this Ordinance.

d. Garbage shall mean all solid or semi-solid kitchen waste, cans, bottles, paper items, cardboard boxes, all market waste of animal and vegetable matter which was intended to be used as food, glass and ashes.

e. Trash means discarded flower decorations, cuttings of grass and weeds, fallen leaves, vines, empty cartons, crates, cloth materials, discarded toys, and discarded clothing.

f. Refuse means Christmas trees, dead animals, limbs and branches not exceeding five feet in length and two inches in diameter and small appliances.

g. Building Rubbish means earth, sod, rocks, concrete, refuse from remodeling or construction of homes or apartments, trees, or parts thereof with the exception of branches and limbs not exceeding five feet in length and two inches in diameter as provided in subsection (f) above, stumps, shrubs, brush, stones, brick, plaster, lumber, rubble, concrete, and roofing.

h. Garbage Container means plastic, rubber or galvanized metal containers, water-tight with tight fitting covers and handles of a capacity of not less than ten gallons nor more than forty gallons.

i. Residential Customer means the householder, owner, or occupant or occupants of a residential unit who receives garbage and refuse collection service.

j. Garbage Disposal Firm means any person, firm, partnership, or corporation engaged in the business of collecting and disposing of garbage and other refuse.

k. Grantee means the garbage disposal firm which is the successful bidder each year under this Ordinance.

SECTION 2. Garbage Disposal Service. In consideration of the benefits to be derived by residential customers of the City of Atkins, Arkansas, and a license fee to be paid as hereinafter set out, the sole right, privilege, and authority to operate a garbage disposal service for residential customers in the City of Atkins, shall be granted to a garbage disposal firm each calendar year beginning with the year 1985.

SECTION 3. Conditions and Requirements. Each year during the month of December, the City shall call for sealed bids from any garbage disposal firms interested in operating a garbage disposal service in the City for residential customers. The City reserves the right to reject any and all bids received. The privilege license referred to in this Ordinance shall be awarded to the lowest responsible bidder. The successful bidder shall

operate the garbage disposal service in the City subject to the terms and conditions of this Ordinance.

SECTION 4. Permit Fee and Collection. The Grantee shall pay, and in consideration of the granting of this permit and authority, agrees to pay to the City as a permit fee and as compensation for the rights and privileges enjoyed hereunder a sum equal to five percent of gross revenues received by the Grantee in the operation of the Grantee's garbage disposal service in the City each year or portion of a year during which the garbage disposal service is in operation. This permit fee shall not be added to the garbage disposal fee bid by the Grantee but may be taken into consideration by the Grantee in the bidding process. Payment shall be made to the City on a month to month basis. The City shall collect the garbage disposal fees due from residential customers to the Grantee in conjunction with collecting money due the City from the residential customers as a result of the City's operation of its water and sewer system. The Grantee shall provide the City with a list of residential customers and their addresses. The City shall provide the Grantee with a list of residential customers and their addresses for the calendar year just prior to the year in which the Grantee is to perform services pursuant to this Ordinance. In consideration for collecting the money due the Grantee, the Grantee agrees to pay to the City the sum of fifty cents per month for each garbage disposal fee so collected by the City. This collection fee shall not be added to the garbage disposal fee bid by the Grantee but may be taken into consideration by the Grantee in the bidding process. The City shall remit the balance of the garbage collection fees to the Grantee after withholding the permit fee and the collection fee due the City as provided for in this Section. The City shall not be obligated to collect any delinquent accounts of the Grantee. The City shall, at the request of the Grantee, collect any garbage disposal fees due the

Grantee from any other customers in the City of Atkins, including but not limited to, multiple-family, commercial, or industrial customers pursuant to the same collection procedure as is used for residential customers and the City shall deduct the sum of fifty cents per month for each such collection and shall remit the balance of such garbage disposal fees to the Grantee.

SECTION 5. Insurance. The Grantee shall carry a policy of motor vehicle liability insurance covering vehicles operated in the City limits of the City with limits of not less than $50,000.00 for each person, $100,000.00 for each accident, and $50,000.00 for property damage coverage. A copy of such insurance policy shall be deposited with the City Clerk of the City each year. The Grantee's failure to obtain the insurance as specified above or the Grantee's failure to furnish a copy of the insurance policy to the City shall be grounds for the cancellation of the privileges granted to the Grantee pursuant to this Ordinance.

SECTION 6. Service Schedule. The Grantee shall collect and dispose of garbage, trash, and refuse each week from each residential unit in the City for each residential customer which has signed up for the garbage disposal services of the Grantee. The Grantee shall collect and dispose of such garbage, trash and refuse on the same day of each week thereafter; provided however, that the Grantee's schedule for collecting and disposing of garbage, trash, and refuse shall be subject to the approval of the City. The Grantee shall notify the City at least two weeks prior to any change in the schedule due to conflicts with holidays, and shall inform the City which day during that particular week that the Grantee shall collect and dispose of trash, garbage, and refuse. The failure of the Grantee to provide the services in the manner outlined in this Section shall be grounds for the cancellation of the privileges granted to the Grantee pursuant to this Ordinance. The Grantee will not collect

and dispose of building rubbish unless special arrangements are made between the Grantee and the residential customer concerning the charges for removal of the building rubbish.

SECTION 7. Special Garbage Disposal Service. During the months of March, June, September, and December, the Grantee shall provide spring, summer, fall, and winter "clean-up" services, respectively, for the residential customers of the City. The exact days and times of such services shall be agreed upon by the Grantee and the City at least one month in advance of the date that these services will be rendered. It shall be the duty of the Grantee to contact the City for the purpose of agreeing on such dates. During these special clean up periods, the Grantee shall remove and dispose of discarded furniture, including beds, mattresses, overstuffed furniture and other furniture, appliances, bicycles, sleds, swing sets, tools, and other comparable items of residential customers. These services shall be provided at no additional cost to the residential customers. Should the Grantee fail to perform such special garbage disposal services such failure shall be grounds for cancellation of the privileges granted to the Grantee pursuant to this Ordinance.

SECTION 8. Other Services. Grantee shall collect and dispose of all garbage, trash, and refuse from all city-owned or city-maintained facilities and parks at no cost to the City.

SECTION 9. Equipment and Time of Collections. The Grantee in the performance of its duties shall use modern, first class packer-type refuse disposal equipment. The Grantee shall make collections with as little noise and with as little disturbance to residents of the City as possible and shall not collect and dispose of garbage, trash, and refuse between the hours of 10:00 p.m. and 6:00 a.m. The Grantee's failure to comply with the provisions of this Section shall constitute grounds for cancellation of the privileges granted to the Grantee pursuant to this Ordinance.

SECTION 10. Conditions for Collection. The Grantee shall not be required to collect and remove any garbage unless the residential customer satisfies the following conditions:

a. All garbage shall be placed in sealed plastic garbage bags.

b. All garbage shall be drained of liquid substance before being placed in such garbage bags.

c. All garbage bags shall be placed on the curb line in front of each residential unit; provided however, that the garbage bags may be placed in garbage containers. Lids shall be kept on the garbage containers when placed outside for collection. In the event garbage containers are used by the residential customer, the Grantee shall return the containers and lids to the residential customer's customary collection point, in the customer's yard after the container is emptied.

SECTION 11. Hold Harmless Clause. The Grantee shall indemnify and save harmless the City, its officers, employees, and agents from all claims, suits or actions of every kind and character made upon or brought against the said City, its officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said Grantee or its servants, agents and sub-contractors in doing the work and rendering the services herein provided for, or by or in consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission or on account of or in consequence of the performance of the Grantee's duties, whether or not such injuries to persons or damage to the property are due or claimed to be due to any negligence of the Grantee, its employees, agents or servants. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

SECTION 12. Assignment. The Grantee shall not assign any of its rights or obligations under this Ordinance unless the City has first given its written consent. Any such assignment or attempted assignment by the Grantee shall be grounds for the cancellation of the privileges granted to the Grantee pursuant to this Ordinance.

SECTION 13. Non-Mandatory Collection Service. It is not mandatory that potential residential customers in the City use the services provided for in this Ordinance. However, it shall constitute a misdemeanor for any garbage disposal firm, other than the Grantee contract with any householder, owner or occupant of a residential unit in the City for the purpose of providing services to such householder, owner or occupant similar to those provided for in this Ordinance. The penalty for conviction of such violation of this Ordinance shall be a fine not to exceed $200.00. In addition, it shall constitute a misdemeanor for any householder, owner or occupant of a residential unit to contract with any garbage disposal firm other than the Grantee for the purpose of providing services to such householder, owner, or occupant similar to those provided for in this Ordinance. The penalty for conviction of such violation of this Ordinance shall be a fine not to exceed $200.00.

SECTION 14. City Operated Disposal Service. Nothing in this Ordinance shall be construed to prevent the City from operating a solid waste disposal facility such as an incinerator or sanitary landfill for the purpose of disposing of any solid waste brought to the facility by any person; provided however, that such plant or facility shall be in operation no more than one day each calendar week. Days and hours of operation and rates to be charged shall be set by the City.

SECTION 15. Prior Ordinances Repealed. All Ordinances or parts of Ordinances in conflict herewith shall be and the same are hereby repealed. In addition, Ordinance No. 33, Ordinance

No. 79-3, Ordinance No. 80-2, and Ordinance No. 83-5 are hereby repealed.

SECTION 16. Emergency Clause. This Ordinance being necessary for the preservation of the health and safety of the residents of Atkins, an emergency is hereby declared to exist and this Ordinance shall be effective immediately upon and after its passage and approval, this 29th day of November , 1984.

Dallas L. Swain

DALLAS L. SWAIN, MAYOR

ATTESTED:

Syble Marple

SYBLE MARPLE, CITY CLERK