

ORDINANCE NO. 1030

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE TO AMEND AND RESTATE IN ITS ENTIRETY TITLE 17, REFUSE AND TRASH DISPOSAL, CHAPTER 1, GARBAGE AND TRASH, OF THE EAST RIDGE MUNICIPAL CODE

WHEREAS, the City of East Ridge, Tennessee, has established certain sanitation service fees and procedures in Title 17, Chapter 1, Garbage and Trash of the East Ridge City Code pursuant to Ordinance 914, which consolidated the relevant provisions of Ordinances Nos. 837, 861, 865, 892, **928** and which was subsequently amended by Ordinance 970; and

WHEREAS, the City of East Ridge, Tennessee, is desirous of amending Title 17, Refuse and Trash, Chapter 1, Garbage and Trash, of the East Ridge City Code to establish additional policies addressing pick-up, drop-off, and disposal of refuse, trash and other debris, including bulk trash items, and defining those items that will be permitted to be dropped off for disposal and the type and manner of containing and placing items for pickup by the City;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of East Ridge, Tennessee, that Title 17, Refuse and Trash, Chapter 1, Garbage and Trash, is hereby amended by deleting Chapter 1 in its entirety and replacing in lieu thereof the following:

TITLE 17
REFUSE AND TRASH DISPOSAL¹

CHAPTER
1. GARBAGE AND TRASH.

CHAPTER 1
GARBAGE AND TRASH²

SECTION

- 17-101. Definitions.
- 17-102. Jurisdiction.
- 17-103. General discharge prohibitions.
- 17-104. Rules and regulations to implement chapter.
- 17-105. Collection and disposal of industrial waste, hazardous waste, pathogenic waste, radioactive waste and salvageable materials for reclamation.
- 17-106. Container provided.
- 17-107. Safe premises for collection; location of containers.
- 17-108. Garbage wrapped; mixing with ashes, rubbish.
- 17-109. Dumps and fills, other places of disposal.
- 17-110. Collectible rubbish: leaves, grass, trimmings, trees and paper.
- 17-111. Collection schedules and requirements.
- 17-112. Removal of contractor's materials, debris, tree trimmings, etc. by contractor.
- 17-113. Drop Off Location
- 17-114. Exclusive collection.
- 17-115. Building debris; responsibility for removal.
- 17-116. Nuisances prohibited.
- 17-117. Interference with containers.
- 17-118. Place for disposal of waste materials.
- 17-119. Littering prohibited.
- 17-120. Open burning of garbage prohibited.
- 17-121. Premises to be kept clean.
- 17-122. Removal after emptying.
- 17-123. Sanitation fee special assessment
- 17-124. RESERVED
- 17-125. Penalty
- 17-126. Bulk item fee.
- 17-127. RESERVED
- 17-128. Commercial Operations
- 17-129. Rental of Dumpsters

¹ Municipal code reference
Property maintenance regulations: title 13

² Chapter 1 of Title 17 was previously amended, revised and restated pursuant to Ordinance 914 (June 2012), which consolidated the relevant provisions of Ordinances Nos. 837, 861, 865, 892, and was subsequently amended by Ordinance 970 (June 2014).

17-101. Definitions. For the purpose of this chapter the following words and phrases shall have the meanings herein:

(1) "Commercial refuse" shall mean all waste products not otherwise defined as industrial waste, generated by retail, wholesale, office business, institutional, or industrial businesses not producing industrial waste.

(2) "Garbage" shall include every accumulation of both animal and vegetable matter, liquid or otherwise, that attends the preparation use, cooking, dealing in or storage of meat, fish, fowl, fruits or vegetables, and tin cans or other containers originally used for food stuffs.

(3) "Hazardous waste" means any chemical, compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive or otherwise harmful. Hazardous waste includes, but is not limited to, any material classified as "hazardous" under municipal, state or federal law.

(4) "Industrial waste" shall mean all such waste produced by industrial, manufacturing or processing plants, including hazardous waste and not eligible for any of the other classifications.

(5) "Pathogenic waste" shall mean all or parts of organs, bones, muscles, other tissues and organic waste of human or animal origin, laboratory cultures, and infective dressings and other similar material.

(6) "Public place" shall include parks, water or open spaces adjacent thereto, public yards, grounds and areas and all open spaces between buildings and streets and in view of such streets.

(7) "Rubbish" includes all nonputrescible solid waste consisting of both combustible and non-combustible waste such as paper, cardboard, plastic, glass, crockery, excelsior, sloth and similar materials. It shall not include:

(a) Bulky items such as stoves, refrigerators, water tanks, television sets, washing machines, or discarded items of furniture,

(b) Tires, automobile or truck parts,

(c) Discarded lawn items such as gym-playground equipment, lawnmowers, grills, or lawn furniture, and

(d) Similar bulky materials having a weight greater than fifty (50) pounds and/or a volume greater than thirty (30) gallons.

(8) "Yard refuse" shall include leaves, small shrubs, lawn clippings, branches and trees cut down by property owners or occupants.

17-102. Jurisdiction.

(1) The removal and disposition of all garbage, rubbish, yard refuse, commercial refuse, pathogenic waste and industrial waste from premises in the city shall be under the jurisdiction of the city manager or his designee.

(2) Each single family, duplex and triplex dwelling unit in East Ridge shall be required to use the city sanitation service for garbage removal. In no case shall any such residential units be combined into a single customer.

(3) Commercial customers shall use containers provided by the city, and each business, like residential customers, shall be considered a separate customer. Commercial customers, unless contracting for dumpster service from a permitted waste collector, shall be required to use the city's service. Multi-family dwellings (four (4) or more residential units per building) shall be considered a commercial customer and may either contract for private

dumpster service or have the city provide containers at the commercial rate.

(4) The city manager or his designee may provide for the collection and removal of wastes subject to this chapter from any place or premises at times, in addition to those when regular collection service is provided. He shall also have the authority to provide for the collection and removal of such wastes above and beyond the extent of any regularly scheduled collection in time of emergency. (Ord. #591, June 1995)

17-103. General discharge prohibitions. No residential, commercial, industrial, office, institutional, or non-profit land user shall dispose of refuse, rubbish, garbage, yard refuse, pathogenic waste, industrial or hazardous waste other than as provided in this chapter. Any person, business, or organization found disposing of garbage, rubbish, or other wastes subject to this chapter except as herein provided shall be cited for violation of this chapter. (Ord. #591, June 1995)

17-104. Rules and regulations to implement chapter. The city manager may make such rules and regulations as are not inconsistent with the provisions of this chapter as may be necessary or desirable to aid in the administration of and obtaining compliance with the provisions of this chapter. The city manager shall, in the administration of this chapter, cause all persons to fully comply with all state and federal statutes and regulations which may be applicable to the disposal of all types of waste material subject to this chapter. The city manager shall have no power to make any regulation inconsistent with any such state or federal statute or regulation. (Ord. #591, June 1995)

17-105. Collection and disposal of industrial waste, hazardous waste, pathogenic waste, radioactive waste and salvageable materials for reclamation.

(1) Industrial and hazardous waste. All industrial and hazardous wastes shall be disposed of by the industry, generator, manufacturer or processing plant generating such waste under such methods and conditions as shall be approved by the city manager. Such industries may apply for a special permit as a private collector or may dispose of industrial waste by licensed private collectors. The disposal of industrial and hazardous waste subject to this chapter excludes, by definition, any waste subject to the terms of title 18 (Sewer User Ordinance). Garbage and rubbish not consisting of industrial, pathogenic or hazardous waste will be collected by the city.

(2) Pathogenic and radioactive waste. All pathogenic and radioactive wastes shall be disposed of by the hospital, institution or office generating such waste under such conditions as shall be approved by the city manager and shall be in compliance with all applicable ordinances, and state and federal laws and regulations.

(3) Salvageable materials for reclamation. Persons engaged in collecting or purchasing for resale paper, cardboard, rags and scrap metals or other materials for reclamation purposes shall be exempted from the provisions of this chapter except as to those provisions and regulations of the city manager and ordinances which pertain to maintaining standards of health and cleanliness, preventing nuisances, preventing interference with trash containers and preventing littering. (Ord. #591, June 1995)

17-106. Container provided.

(1) Duty to have containers. It shall be the duty of every person in possession, charge or control of any premise where garbage or rubbish is created or accumulated, and in the case of multiple dwellings or multiple occupancy, the owner or renter of such premises, at all times to keep or cause to be kept a sufficient number of city owned containers for the deposit of garbage generated on the premises. Containers shall be approximately 65 to 95 gallons in size.

(2) Container requirements. Containers used for the deposit of garbage or rubbish for collection by the city shall be in good condition and equipped with secure lids so that collection thereof shall not injure the person collecting the contents. Containers having ragged or sharp edges or other defects must be promptly replaced.

(3) Commercial containers. Commercial containers, other than dumpsters provided by permitted collectors, shall be approximately 95 gallons in size and shall only be required from the City at a cost determined from time to time by the City Council.

(4) Commercial and industrial customers. Commercial and industrial customers shall place all eligible refuse in dumpsters provided by permitted collectors, or in containers owned by the city. Failure to do so could result in such commercial customer having to make arrangements for private refuse collection. (Ord. #591, June 1995, as amended by Ord. #606, Feb. 1996).

17-107. Safe premises for collection: location of containers.

(1) It shall be incumbent upon tenants, lessees, occupants and owners of premises to provide a safe, convenient and accessible location near the edge of city rights of way for the purpose of collecting garbage, not closer than three (3) feet to any other object, such as mailbox, planter or otherwise. All containers to be emptied shall be placed within five (5) feet of paved streets. Containers shall be placed where collectors may pick up and empty them without attack from animals. Lids and covers of such containers shall be kept tightly closed at all times other than when garbage or rubbish are being deposited therein or removed therefrom. The city manager may, by appropriate regulations, provide for the location of containers. City garbage collectors shall not enter houses or stores for the collection of garbage or rubbish.

(2) Garbage and refuse shall not be stored in close proximity to other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not. (Ord. #591, June 1995)

17-108. Garbage wrapped: mixing with ashes, rubbish. There shall be no ashes, hazardous materials or toxic materials as may from time to time be defined by applicable state and/or federal law. All garbage shall be kept in a separate container conforming to the requirements of this chapter. (Ord. #591, June 1995)

17-109. Dumps and fills, other places of disposal. The city may establish or designate, through contract with other public or private agencies, sanitary landfills, transfer stations, incinerators or other places of disposal as may be necessary, and no person or entity shall use any other place of disposal except with the approval of the city manager after advice and consent of the mayor and council. (Ord. #591, June 1995)

17-110. Collectible Yard Refuse: leaves, grass, trimmings, trees and paper.

(1) Leaves, grass cuttings, garden trimmings, weeds and roots from which all dirt has been removed shall be deposited within five (5) feet of the street line where garbage and rubbish service is normally provided. The city manager may grant waivers of this section in cases of hardship. Leaves are not to be bagged and shall be placed adjacent to the property line from which collections are normally made.

(2) Leaves, grass cuttings, shrubs, branches, weeds and roots shall not be placed in containers along with residential or commercial waste.

(3) Disposable containers for such rubbish shall be plastic bags or moisture resistant paper bags, and such containers shall have tops, ties or other means of preventing spillage, scattering or blowing away of the rubbish. Metal/plastic containers shall be moisture proof or kept dry, and be of sufficient strength to contain the refuse without spillage during handling. The containers shall not exceed in size the approximate capacity of a thirty (30) gallon regulation garbage container, which is considered the maximum size for manual lifting by a collector. Plastic bags, moisture resistant paper bags or metal/plastic containers shall not have a weight greater than fifty (50) pounds.

(4) Shrubs and tree trimmings shall be separated from other refuse and neatly piled adjacent to the front property line.

(5) Limbs or logs in excess of six (6) inches in diameter must be cut into eighteen (18) inch lengths. Nothing larger than eighteen (18) inches in diameter will be collected.

(6) Christmas trees placed adjacent to the front property line will be picked up during the Christmas season and through the first day of February. (Ord. #591, June 1995)

17-111. Collection schedules and requirements. The city reserves the right to establish collection schedules and requirements as may be necessary. The city shall establish separate schedules for the collection of recycling, leaves, grass cuttings, shrubs, branches, and sticks less than two (2) inches in diameter. In no case shall any user of the city's garbage collection service place their refuse for collection at the appropriate location prior to 4:00 P.M. on the day immediately before the day of scheduled service. (Ord. #591, June 1995, as amended by Ord. #606, Feb. 1996)

17-112. Removal of contractor's materials, debris, tree trimmings, etc. by contractor. All contractor's materials including, but not limited to, trimmings from trees, cuttings, shrubbery, wallpaper, plaster or other debris from building operations, sackage, etc., shall be hauled away from the premises where work has been performed by said contractor and shall be properly disposed of by the contractor. For purposes of this section, a contractor shall include, but is not limited to, a person who performs what is commonly referred to as "yard work" or "landscaping" services which results in the generation of trimmings from trees, cuttings and shrubbery. (Ord. #591, June 1995)

17-113. Drop Off Location. The City shall establish a drop-off location for items such as building materials, leaves, brush, furniture, applicances, etc; however, the following items (not all inclusive) will **not** be accepted at the drop-off location: (Ord. # 970, Jun. 2014)

- (a) Manure/Fertilizer and Other Farming Products
- (b) Pesticides, Solvents or Other Chemicals
- (c) Radioactive Contaminants or Material
- (d) Asbestos

- (e) Industrial Waste
- (f) Oil or Gasoline
- (g) Equipment Containing Gas or Oil
- (h) Paint – NO LEAD BASED PAINT CHIPS (Dry Latex Paint Cans are Acceptable)
- (i) Propane Tanks or Gas Pressurized Cans
- (j) Sealed Drums, Tanks or Gas Compressed Cylinders of Any Kind
- (k) Tires of Any Kind
- (l) Batteries Containing Acid
- (m) Medical/Biohazard Waste
- (n) Animal Carcasses
- (o) Logs
- (p) Stumps
- (q) Concrete/Concrete Blocks
- (r) Roofing

A drop-off fee will be assessed for non-residents for use of dumpsters only; however, there will be no fee assessed for residents.

17-114. Exclusive collection. It shall be unlawful for any person other than the city to engage in the business of collecting, removing or disposing of garbage and rubbish in the city except when specifically authorized by a city contract or permit. (Ord. #591, June 1995)

17-115. Building debris; responsibility for removal. Building debris such as scrap lumber, carpet, plaster, roofing, concrete/concrete blocks, brickbats, and sanding dust resulting from the construction, repair, remodeling or demolition of any building or appurtenances on private property will not be removed by the city, and the owner must privately move or cause to be moved such materials and waste. (Ord. #591, June 1995)

17-116. Nuisances prohibited. It shall be unlawful for any person in possession, charge of, or control of any premises to keep, cause to be kept, or allow the keeping on any premises within the corporate limits of the city of garbage, rubbish, or other waste subject to this chapter in such manner that it becomes offensive or deleterious to health or likely to cause disease, and such keeping is hereby declared a public nuisance. (Ord. #591, June 1995)

17-117. Interference with containers. No person other than the owner or person lawfully in control of any premises, or any authorized employee of the city or an authorized employee of a person licensed by the city for the collection or removal of garbage, rubbish, or other wastes subject to this chapter, shall interfere in any manner with a container used for the accumulation or handling of garbage, rubbish, or other such waste, or remove any such container from the location where it shall have been placed by the owner or person lawfully in control of the premises; nor shall any such person remove the contents from any such container. (Ord. #591, June 1995)

17-118. Place for disposal of waste materials.

(1) It shall be unlawful for any person to dispose of or cause to be disposed of any garbage, rubbish, or other waste subject to this chapter upon any property other than a garbage dump or sanitary landfill or as otherwise provided by the provisions of this chapter.

(2) It shall be unlawful for any person to deposit or permit or suffer his agents, servants or employees to deposit garbage, yard refuse or other waste subject to this chapter in

or about the anti-litter cans or like receptacles provided by the city in various public places in the community. (Ord. #591, June 1995)

17-119. Littering prohibited. It shall be unlawful for any person to place any garbage, straw, dirt, chips, shells, nails, iron, glass, fruit peelings, melon rinds, paper shavings, rags or other rubbish, limbs, leaves, trimmings, stumps, or obnoxious substance on any street, sidewalk, alley, public park, parkway, drainage ditch, sewer easement, other utility easements, square or other place in the city, or on the property of another person, or to violate any of the requirements of this chapter. The violation of any of the requirements of this chapter shall be punishable as provided in this city code. (Ord. #591, June 1995)

17-120. Open burning of garbage prohibited. It is hereby declared to be a misdemeanor for any person to start or maintain, or cause to be started or maintained, any open ground fire or any fire in an open can, barrel or other open container for the purpose of burning or consuming refuse or garbage, upon any property, either public or private, within the city, except as provided in the fire prevention code of the city, and permitted under local and state air pollution control ordinances and regulations. (Ord. #591, June 1995)

17-121. Premises to be kept clean. All persons within the city are required to keep their premises in a clean and sanitary condition, free from accumulations of refuse except when stored as provided in this chapter. (Ord. #591, June 1995)

17-122. Removal after emptying. After the garbage, brush, limbs or other refuse has been emptied out of a receptacle by employees or contractors of the city, the person owning such receptacle shall remove same from the street or sidewalk as soon as possible and within twenty-four (24) hours after such emptying. (Ord. #591, June 1995)

17-123. Sanitation fee special assessment. In accordance with the East Ridge City Charter, Section 2, Corporate Powers (Chapter dated December 23, 2008), there shall be a sanitation fee assessment billed annually as an aggregate annual assessment to the property owners of the City of East Ridge at the same time and on the same billing as the real estate property taxes are billed to property owners, and shall be paid at the time and in the manner that all real property taxes are paid and collected in the City of East Ridge pursuant to such procedures and requirements as may exist from time to time as follows:

(1) On every property in the City of East Ridge which has residential assessment for purposes of property tax, an annual special assessment of One Hundred Eighty Dollars (\$180.00) shall be levied plus Sixty Dollars (\$60.00) for each additional garbage can which have been previously requested for the property as of July 1, 2012, up to a maximum of four (4) cans.

(2) On every property in the City of East Ridge which has a commercial assessment for purposes of property tax, an annual special assessment of Two Hundred Forty Dollars (\$240.00) shall be levied, plus Sixty Dollars (\$60.00) for each additional garbage can which has been previously requested for the property as of July 1, 2012, up to a maximum of four (4) cans.

17-124. [RESERVED]

17-125. Penalty. Any resident who fails to pay the sanitation service fee in a timely manner shall be punished to the maximum extent allowed by law for a violation of an East Ridge City Ordinance.

17-126. Bulk item fee. A fee will be assessed on multi-dwelling/rental property bulk item pickup based on time/services/personnel required, to be determined by the City Manager and/or Sanitation Supervisor. At no time, will the City be responsible for items left from a foreclosure, or any excessive amount for any reason in a dwelling/multi-family structure that has interior or exterior belongings. In such cases, where the owner of the property does not clean up the above-mentioned, a fee will be assessed as an emergency clean up by the Sanitation Supervisor. The amount will be determined based on time, labor and materials to clean up said property. A bill will be sent to the owner and if not paid within the time frame, a lien will be placed on the property. The owner will be responsible for all legal fees.

17-127. [RESERVED]

17-128 Commercial operations. Commercial operations shall have no more than ten (10) trash containers. Commercial operations requiring more than ten (10) trash containers shall be required to have dumpster services, but shall still be subject to the minimum special assessment in Section 17-123(2) herein. All additional trash containers for commercial operations shall be an additional Sixty Dollars (\$60.00) per year charge for up to four (4) containers and an additional one-hundred dollar (\$100.00) per year charge for five (5) – ten (10) containers. All solid waste shall be contained in a closed-lid city approved trash container.

17-129 Rental of Dumpsters. The City shall provide dumpsters for rental by the citizens of East Ridge. The City will deliver and pick up the dumpsters only in the city limits of the City of East Ridge and under the following rules and regulations:

(1) Prohibited Items. The following items (not all inclusive) shall not be disposed of in dumpsters.

- a. No Manure/Fertilizer and other farming products
- b. No pesticides, solvents or other chemicals
- c. No radioactive contaminants or material
- d. No asbestos materials
- e. No creosote (railroad ties or telephone poles)
- f. No industrial waste
- g. No oil or gasoline
- h. No oil contaminated soil
- i. No equipment containing gas or oil
- j. No autos or auto parts
- k. No lead based or other paint (dry latex paint can are acceptable)
- l. No aerosol cans, propane tanks or gas pressurized cans
- m. No sealed drums, tanks or gas compressed cylinders of any kind
- n. No tires of any kinds

- o. No batteries
- p. No refrigerators, air conditioners or appliances containing Freon
- q. No medical/biohazard waste
- r. No animal carcasses
- s. No logs
- t. No stumps
- u. No concrete/concrete blocks
- v. No roofing materials

If any of these items are found to be in City of East Ridge dumpsters, the Renter of the dumpster will be liable for any extra cost incurred by the City of the disposal of such items. If any of these items are found to be in the dumpster before it is pick up, the City and its employees may refuse pickup of the dumpster until the items are removed by the Renter. Such items can be extremely costly to dispose of and hazardous to the health of those handling it and to the environment.

(2) **Weight Limits and Overweight Dumpsters.** Every size rental dumpster is restricted to a specific amount of waste. The following is the amount of waste included in the base rental price of the dumpster: Household and Garage Clean out, Waste Construction and Demolition Debris, up to 11 cubic yard dumpsters of no more than 2 tons of waste. Renter will be charged an additional \$50.00 per ton if the weight of the dumpster exceeds these weight limits, as determined by the scales at either the waste transfer stations or landfills.

(3) **Rental Duration.** The rental agreement duration for the dumpster shall be as follows: delivered Friday with pickup on Tuesday). The Renter will have access to the dumpster during this time. If the Renter needs additional time to load the dumpster, the Renter must contact the City immediately in order to request additional time. If extra time is permitted, the Renter will be billed \$10.00 per day for each extra day of rental.

(4) **Damage to the Dumpster.** Renter is liable for any direct or indirect damages to the dumpster. Dumpsters should not be loaded with equipment such as forklifts, skid steers, excavators and loaders. The Renter shall not make any alterations or improvements to any dumpster. The Renter acknowledges that he/she has the care, custody, possession and control of the dumpster owned by the City, and accepts responsibility therefore, except when it is being physically handled by a City employee. The Renter shall be responsible for the cleanliness and safekeeping of the dumpster(s). The dumpster cannot be used for incineration purposes. The Renter is liable for any loss and/or any damage to any dumpster in excess of reasonable wear and tear (as determined the City.)

(5) **Overloaded Dumpsters.** The dumpsters are only to be loaded to the height of the top rails, with nothing to be loaded above the sides of the dumpster. If the dumpster is found overloaded, the City will refuse pick up of the dumpster until the items are level with the sides, with no debris exceeding the height of the rails. The Renter will be required to remove items until they are level with side rails. The Renter will be responsible for paying any extra day overages due to the dumpster not being ready for pick up, because there were items above the top rails. If the driver must return at another time to retrieve the dumpster, the Renter shall be charged an additional return trip fee of \$10.00.

(6) **Additional Trip Fee.** If for any reason the Renter causes the driver to make an additional trip to deliver, retrieve, or relocate the dumpster, an additional trip fee of \$10.00 will be charged.

(7) **Unserviceable Dumpsters.** The Renter is responsible for having a clear and accessible path for servicing dumpsters. If dumpster is inaccessible or not ready for pick up, a trip fee will be charged. If the City cannot provide service because the dumpster rented and/or scheduled for pick up is blocked, or the area is blocked for the delivery of the rental dumpster, or the dumpster is otherwise unserviceable, such as being over loaded in some way (overweight, material hanging over the sides of the dumpster, dumpsters that are too heavy to be removed, etc.), or any other reason, the Renter will be charged a return trip fee (a minimum of \$10.00). Other reasons for the City to charge a trip fee include, but are not limited to, low lying power lines or tree branches, cars or any items or materials blocking access to pick up or drop off, locked gates or fences, or inaccessible driveways or parking lots. The trip fee can vary, depending on the particular circumstance and covers driver's pay, fuel, and time spent re-routing the driver's schedule.

(8) **Damage to Property from Dumpster Placement.** City employees will take every precaution and make every effort to properly place each dumpster; however, the City is not responsible for damage to driveways, lawns, sidewalks, curbs, other road surfaces or underground utilities in the path to the dumpster. The employee will use his/her best judgment to place the dumpster in the best location, where it can be easily accessed and loaded. If there is no representative at the location, directing the placement of the dumpster, and the driver must return to relocate the dumpster, the Renter will be charged a return trip charge of \$10.00.

(9) **Renter Indemnity.** Renter agrees to indemnify, hold harmless and defend the City and its employees and officials, against all claims, damages, injuries, losses and causes of action, including, but not limited to, reasonable attorneys' fees, and any other liability for injury and/or death to persons or damage to property arising out of the possession or use of any dumpster and/or equipment by Renter. In addition, Renter shall be responsible for all damages, fines and penalties caused by overloading dumpsters, non-conforming or unacceptable materials, or improper use.

(10) **Failure to Pay.** If funds are owed by the Renter, the dumpster will not be removed until the balance on the account has been paid in full, and rental charges will continue until removal. In the event the Renter fails to pay in full all funds due, the City may refer such matter to an attorney or collection agency without further notice to Renter. Renter agrees to pay, in addition to any amount due for the dumpster rental, all costs incurred by the City as a result of any collection effort or action, including all attorneys' fees, court fees, expenses, collection fees and late fees. A lien will be placed on Renter's property once an account goes into collection status.

(11) **Returned Check Fee.** Checks returned for insufficient funds will be charged a fee of \$30, after which cash will then be required as payment.

(12) **Modifications to Rental Agreement.** Renter may cancel the delivery of the rental dumpster, change the date of delivery or pick up of the rental dumpster, or change the location for delivery no later than one business day prior to the delivery date or pick up date. An administrative fee of \$50.00 will be charged for any modification to the rental agreement less than one business day in advance.

BE IT FURTHER ORDAINED, that except as modified herein, all other terms and conditions of Ordinance Nos. 760, 837, 861, 865 and 892, 914, **928** and 970 shall remain in full force and effect.

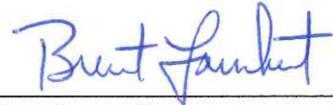
BE IT FURTHER ORDAINED, that this Ordinance shall not in any manner affect any prosecution of any act illegally done contrary to the provisions of any ordinance now or heretofore in existence, and every such prosecution, whether begun before the adoption of after the enactment of this ordinance shall be governed by the law under which the offense was committed; nor shall a prosecution, or the right to prosecute, for the recovery of any penalty or the enforcement of any forfeiture or lien be in any manner affected by the adoption of this ordinance; nor shall any civil action or cause of action existing prior to or at the time of the adoption of this ordinance be affected in any manner by its adoption.

BE IT FURTHER ORDAINED, that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraph and sections, since the same would have been enacted by the City Council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

BE IT FURTHER AND FINALLY ORDAINED, that this ordinance shall take effect immediately after its passage, the public welfare of the City requiring it.

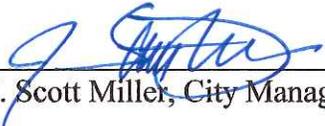
Passed on First Reading April 13, 2017

Passed on Second Reading April 27, 2017



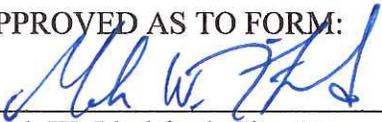
Brent Lambert
Brent Lambert, Mayor

ATTEST:



J. Scott Miller, City Manager

APPROVED AS TO FORM:



Mark W. Litchford, City Attorney