

Ordinance No. 185

AN ORDINANCE OF THE CITY OF RIGGINS, IDAHO. ESTABLISHING A COMPULSORY SYSTEM FOR COLLECTION OF GARBAGE, WASTE AND REFUSE, DEFINING TERMS APPLICABLE THERETO; REGULATING COLLECTION, BURNING, DUMPING, LITTERING OF SUCH MATERIALS; PROVIDING FOR THE BILLING AND COLLECTION OF FEES FOR SERVICES AND AUTHORIZING COUNCIL TO CONTRACT FOR OR TO OTHERWISE PROVIDE FOR SUCH COLLECTION AND DISPOSAL SERVICE, ESTABLISH RATES, FEES AND REGULATION FOR THE SERVICES PROVIDED BY CITY AND ESTABLISH SANITARY FUND, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR THE EFFECTIVE DATER HEREOF AND FOR PUBLICATION HEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF RIGGINS, IDAHO.

Section 1. The following terms used herein, unless otherwise provided shall mean:

Billing Cycle – The words “billing cycle” shall mean the monthly period, beginning with the first day of each month, ending with the last day of each month.

Collector - The word "collector" wherever herein used, shall mean the person holding a license or contract with the City, or employed by the City, and thereby authorized and designated by the City to collect, handle, transport and dispose of refuse and wastes.

Garbage - The word "garbage" shall include all putrescible wastes, except sewage and body wastes, including waste accumulated of animal food, or vegetable matter, and including waste that attends the preparation, use, cooking, dealing in or storing meat, fish, fowl, fruit and vegetable matter of residences, restaurants, hotels and places where food is prepared for human consumption. The word "garbage" shall not include recognized industrial by products.

Mobile Home – The word "Mobile home" means a factory-assembled structure of forty (40) feet or more in length equipped with the necessary service connections, movable as a unit on their own running gear, designed to be used as a dwelling unit with or without a permanent foundation.

Occupied Premise – The words “occupied premise” shall mean any residence, dwelling, shop or place of business that is occupied at any time during the monthly billing cycle.

Owner or Occupant - The words "owner" or "occupant" wherever herein used, may be used interchangeably, and shall mean every person in possession, charge or in control of any dwelling, flat, rooming house, or any eating place, shop, place of business, manufacturing or business establishment where garbage or other refuse is created or accumulated.

Person - The word "person" shall mean every person, firm, partnership, association, institution and corporation.

RV – The word “RV” means a recreational vehicle type unit primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

Refuse - The word "refuse" shall mean solid wastes, including garbage and rubbish.

Rubbish - The word "rubbish" shall mean refuse other than garbage (tin cans, bottles, ashes, paper, pasteboard, cardboard or wooden boxes, brush, leaves, weeds and cutting from trees, lawns shrubs and gardens or other waste materials produced in normal course of doing business of every day living). The word "rubbish" shall not include recognized industrial by products.

Waste - The word "waste" shall be unwanted solid, liquid, or gaseous materials.

Section 2. Responsible Authority: The Mayor and City Council, or other persons as may be appointed by the Mayor and Council, shall be responsible for the enforcement of the provisions of this ordinance.

Section 3. Compulsory Use of the System: Every owner and/or occupant of occupied premise within the prescribed limits of the City must use the refuse collection and disposal system herein provided, and shall deposit or cause to be deposited in accordance with this ordinance all rubbish and garbage that is of such nature that is perishable, or may decompose, or may be scattered by wind or otherwise.

Problems of the administration of the system created by this ordinance including the handling of patron and contractor complaints, shall be appealed to the City Council at the next regular meeting thereof. If the problem cannot be resolved through that appeal, the matter can be further appealed through the office of the District Court.

Section 4. Billing and Collection of Fees: All monthly fees for the collection of garbage and refuse from within the City, including commercial as well as residential uses of the system, shall be payable to the City. Such fees shall be carried on the City water bills where applicable, and the same shall be paid thusly. The Water Department is hereby authorized to discontinue any or all water, and sanitation service to any premises if the entire water and garbage bill is not paid when due, said charges to become delinquent as provided for water charges, and to be subject to the same penalties as provided in the case of nonpayment of water charges.

In addition to any deposits required by existing ordinances to guarantee payment of water charges, the City may require reasonable deposits toward payment of sanitation charges,

and the City shall have the right to off-set any such deposit or deposits against any part of a water and garbage bill which is past due.

If any water or sanitation service to any premises is discontinued for nonpayment of fees, the City may refuse to resume any of such services to those premises until the owner or occupant thereof shall have paid (1) all past due fees, for water and sanitation services accrued since the effective date of this ordinance, and (2) any reasonable deposit required by the City as a guarantee for payment of future services.

This method of collection of fees is hereby extended to include the costs of correcting or removing all accumulations of filth, clutter, rubbish, garbage, refuse, waste, or trash in or about public and private establishments, all residences or premises whatsoever that is necessary to protect and preserve the health, welfare, morals, and safety and cleanliness of the municipality. In the case of extensive or costly correction or removal, the City may use any other method for recovery of the cost of correcting or removing these nuisances that is allowed, by law, plus penalties for violations as herein provided.

Section 5. Refuse Collection: There is hereby established as system of refuse collection, transportation and disposal. It shall be unlawful for any person to engage in the business of collecting, transporting, hauling or conveying any refuse over the streets or alleys, or to dump or dispose of the same, unless and until such person is license therefore, or has a contract or franchise therefore as provided herein.

Section 6. Refuse Accumulation Unlawful: It shall be unlawful for any person to permit or to suffer to accumulate in or about any yard, lot, place, or premise, or upon any street, alley or sidewalk adjacent to such lot, yard, place or premises, owned or occupied by such person, any garbage or refuse as to cause such yard, lot, premises, or the street, alley or sidewalk adjacent thereto, to be or remain in such condition as to cause or create a nuisance of offensive odor or atmosphere or rodent harborage, or thereby to be or to become or cause or create a public nuisance.

Section 7. Burning, Dumping: No person shall burn, incinerate, bury, dump, collect, remove or in any other manner dispose of rubbish or garbage except as hereinafter provided.

- A. Interior Incinerator: Any person may use an incinerator in the interior of a building between the hours of seven o'clock (7:00) a.m. and seven o'clock (7:00) p.m.
- B. Exterior Incinerator: Burning rubbish will be allowed in exterior incinerators between the hours of nine o'clock (9:00) a.m. and five o'clock (5:00) p.m. Such incinerators shall be built of noncombustible material and shall be covered by one-half inch (1/2 ") wire mesh screen. In no event shall garbage be burned.
- C. Open Burning: Burning of rubbish may be done on vacant lots by the owner thereof upon obtaining a permit from the Fire Department for such burning.

D. Disposal of Ashes: The ashes from approved burning barrels or home incinerators and placed in garbage cans or suitable cans or suitable containers before requesting a Collector to pick up these ashes. No glowing coals or smoldering material shall be left for collection unless the Collector is notified of its condition by the patron and the Collector accepts the material for disposal.

Section 8. Littering: No person shall throw, discard or deposit any rubbish, garbage, refuse, debris, trash, lighted material or other waste substances on any private or public property unless authorized to do so by the owner or person in charge of such property.

Section 9 Refuse Containers: It shall be the duty of every owner or occupant of any place where garbage or rubbish is created or accumulated to at all times, keep or cause to be kept, portable approved 95-gallon containers for the deposit therein of rubbish and garbage and except as otherwise provided, to deposit or cause to be deposited all rubbish and garbage therein. The approved 95-gallon containers shall be provided by the Collector, at no additional charge to the owner or occupant. Such containers shall be kept in sanitary condition, with the inside and outside thereof washed as such times as to kept the same free and clear of all accumulating grease and decomposing material or so that no odor nuisance shall exist. Containers shall be placed in a place accessible to the Collector; provided that in the case of isolated dwellings or places of business or where reasonable access cannot be had by a truck, containers may be kept in such place as may be designated by the Inspector. Where there is no alley entrance, containers shall be placed on the street curb on collection day. The collector will not be required to accept any garbage or refuse not properly deposited into the approved containers. Larger or commercial users requiring additional services may request larger dumpster/containers from the Collector.

Section 10. Collection Period: Collectors shall collect rubbish and garbage from each customer's residence at least once weekly on a regularly scheduled day. Provided, however, where the collection of garbage and refuse on the established schedules would be impracticable because of unusual or exceptional circumstances, the Council may issue a special permit altering the time and extent of collections. The frequency and manner of commercial collections shall be governed by each commercial customer's usual needs and circumstances, and these shall be established by agreement between the customer and collector.

Section 11. Rubbish, Special Handling: Negotiation for special collection of rubbish such as cardboard or wooden boxes, leaves, weeds, plant material, etc., which is not deposited into approved containers may be made directly between the Collector and owner or occupant, and will be billed by and paid directly to the Collector. The City assumes no responsibility for the collection of fees under such negotiation or arrangement.

Section 12. Collection, Business Hours: To insure the health of the inhabitants of the City, the Council hereby does ordain that premises and businesses, such as, but not limited to, restaurants, grocery stores, butcher shops and establishments wherein large

accumulations of garbage occur and are nuisances to the extent that the same should be, and are hereby in the manner and the method hereinafter provided, designated as separate class of premises for the collection and disposal of garbage and rubbish and the same shall be deposited separately in suitable cans and containers. The City Council may designate such premises wherein large accumulations garbage occur and shall notify the owner of such premises of such designation. From and after such notification, all rubbish and garbage accumulated upon said premises shall be deposited separately, in containers from garbage as approved by the Council.

Section 13. Collection Fees: Fees and rates for the collection of garbage and refuse shall be set by rules and regulations of the Council. The following fees and regulations are hereby established:

(1) FEES AND REGULATION

a) Residential Collections – Minimum Charge

For all residential users of the system, a minimum monthly fee shall be paid if the residence is occupied at any time during the billing cycle. Such fee shall entitle the user to one pickup per week, which shall not exceed one portable 95-gallon container, as described in Section 9. The minimum monthly billing fee shall be established by City Resolution and adopted by the Mayor and City Council.

b) Commercial Collections – Minimum Charge

For all collections from commercial premises, a minimum monthly fee shall be paid if the business is open or occupied at any time during the billing cycle. Such fee shall entitle the user to one can or container per EU (Equivalent Use), as assessed according to Section 13(2) described herein, to be picked up once a week. Such can or container shall not exceed the size herein prescribed in Section 9. The monthly EU billing fee shall be established by City Resolution and adopted by the Mayor and City Council.

c) Ongoing Additional Service:

Dumpsters/Container Service: If dumpster containers are used by the residential or commercial user for ongoing refuse removal, and 95-gallon portable carts are not provided, an “Additional Service Agreement” will be negotiated between the user and the Collector. Based on the Agreement, approved by both the user and the Collector, the fees for dumpster/containers will be billed monthly at rates established by City Resolution and adopted by the Mayor and City Council, in lieu of the commercial EU rate established in Section 13(2) of this ordinance.

Other Service: If additional ongoing collection or service is required by the commercial user, an “Additional Service Agreement” will be negotiated between the user and the Collector. Fees for this ongoing additional service or collection shall be negotiated between the user and Collector, and will be billed monthly by

the City upon the receipt of the Agreement approved by both the user and the Collector.

d) Job Work

All temporary, intermittent refuse collection desired by the user shall be handled as job work. The Collector shall be allowed to enter into separate contract with patrons, outside the scope of this ordinance, under which hauling, pickups and similar work would be governed, but the charges imposed for the same by the Collector are a matter of contract between the patron and Collector, and the City assumes no responsibility for collection of funds under such arrangements.

e) Construction Debris – Required Special Service

Debris from construction and/or renovation from all construction sites, including initial construction, remodel, demolition and/or commercial cleanup within the city limits is not acceptable for city collection or disposal in garbage containers provided by the City of Riggins or Idaho County. Building contractors shall be required to contract directly with the Garbage Collector for special service and disposal using on-site containers for all construction debris. This special service shall be considered Job Work, as described in paragraph 13(d) above, and the fees imposed for the same by the Collector are a matter of contract between the construction patron and Collector, and the City assumes no responsibility for collection of funds under such arrangements.

2. EQUIVALENT USE CHARGE: All commercial rates shall be based on the number of equivalent connections associated with that business. The rate for a single user having more than one classification of use shall be based on the sum of the fees. Any sum of use totaling more than a fraction of .5 EU's will be adjusted up to the next whole EU, and the monthly charge and the number of containers provided will be based on that adjustment. The minimum monthly charge shall be one equivalent user. The equivalent use charge system is based on the following:

(a) The equivalent use charge (EU) shall be established by resolution by the City Council. The EU rate, as well as the classification of use, shall be reviewed each July, or other times deemed appropriate, by the City Council.

(b) The minimum monthly user charges are based on the following EU Schedule for all users provided 95-gallon portable carts. If an "Additional Service Agreement" is in place for extra service or a dumpster/container, the stated rate in the agreement will apply.

(c) The Contractor may monitor user's disposal sites and determine that additional services (additional 95-gallon carts, dumpster or larger dumpster) are required above the minimum EUs defined below. If the user does not agree with this finding, and an "Additional Service Agreement" is not approved by both the Contractor and the user, the matter shall be appealed to the City Council at the

next regular meeting thereof. If the matter cannot be resolved, it may be further appealed to the District Court.

Equivalent Use (EU) Schedule

LIVING UNIT.....	1.00 EU
Residence, apartment or House Trailer	
APARTMENTS	
Per Living Unit	1.00 EU
SMALL OFFICE	
Office Only	1.00 EU
Office Attached to Living Unit50 EU
(Real Estate, Rental, Bank, PO, Telephone, etc)	
LARGE OFFICE (Over 1000 sqft)	2.00 EU
CHURCH/LODGE	1.00 EU
MOTEL	
First Unit (Office)	1.00 EU
Each Additional Bedroom Only Unit10 EU
Each Additional Kitchen/BB Unit20 EU
Kitchen/Food Service.....	1.00 EU
TRAILER COURT/ RV TRAILER SPACES	
First Unit (Office)	1.00 EU
Each Additional Long Term Mobile Home Space	1.00 EU
Each Additional Long Term RV Space50 EU
Each Additional RV Space10 EU
BARS/CAFES (Minimum 5)	
Per 50 Seating Capacity (Bar or Café)	2.00 EU
Per 50 SC, With Drive-In Service	2.50 EU
Per 25 SC, Attached Dance Hall25 EU
STORES	
Per 1,000 SqFt Without Butcher Shop	1.00 EU
Per 1,000 SqFt With Butcher Shop	2.00 EU
Per 500 SqFt Convenience Store50 EU
Per 500 SqFt Convenience Store With Deli75 EU

OUTFITTERS

Office	1.00 EU
Plus Jet Boat Only/Land Operation	1.00 EU
Plus Float or Float-Jet Boat Combination.....	2.00 EU

MEDICAL –NURSING

Per Facility, Full Time Operation.....	2.00 EU
Per Facility, Part Time Operation	1.00 EU
Per Practioner, Attached to Living Unit50 EU
ShelterCare, Attached to Living Unit Up to 5 Patient Capacity.....	.50 EU

SCHOOLS

Per 100 Students With Cafeteria	6.00 EU
Per 100 students Without Cafeteria	4.00 EU

DAYCARE	1.00 EU
Attached to Living Unit (Up to 5 children).....	.50 EU

GASOLINE STATION	3.00 EU
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REPAIR SHOP-GARAGE	1.00 EU
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CAR WASH	1.00 EU
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RV DUMP (Commercial)25 EU
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LAUNDRY – SELF SERV

Separate Facility	1.00 EU
Incidental to Larger Commercial Operation (Motel, RV Park, etc.)10 EU

BARBER – BEAUTY SHOP.....	1.00 EU
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Section 14. Sanitary Fund: The proceeds from the collection of fees and charges herein provided shall be placed in a special fund to be known as the Sanitation Fund, and all expenses of the City in the operation of the sanitary collection and disposal system shall be paid out of such Fund, and any surplus remaining therein at the end of each fiscal year may be transferred by the Council to the General Fund of the City.

Section 15. Disposal Site:

A. The City shall require every Collector of Refuse and Garbage to own, operate or provide an approved Disposal Site, or have a firm contract with the owner or operator of such an approved Disposal Site where said Collector shall have the right to dispose of all garbage or refuse that such Collector may collect from within the City. Each Collector must diligently and strictly comply with all provisions and conditions of this ordinance pertaining to collection of garbage and refuse, and the Collector shall also comply with all applicable ordinances, laws, rules and regulations of the City, the County, the State, and the respective health departments of said governmental units. Any failure to comply with this Section shall be sufficient reason for the revocation of the license, franchise or contract of the Collector with the City.

B. Nothing in this ordinance shall be construed to require the City to locate, furnish, maintain or operate any City Disposal Site or other special disposal site herein provided for, although the City may do so by motion of the City Council.

Section 16. Equipment: For the collection of garbage and refuse every Collector shall use a suitable covered or enclosed truck approved by the Inspector and meeting all other requirements, regulations, ordinances and laws of the State, its departments or other governmental units.

Section 17. Inspection: The City Council, or agent of the City, any peace officer, or health officer of the State, the County, and the City, shall have the right to go upon any premises during reasonable hours for the purpose of inspecting all places and containers where rubbish and/or garbage is accumulated or kept.

Section 18. Licensing and Contracting: The Mayor and Council shall be the sole authority to license, contract for or to otherwise provide for all services pertaining to sanitary collection and disposal with the City, let bids for or establish reasonable fees for licenses or franchises and is hereby authorized to enter into contracts with one or more contactors, and establish reasonable rules and regulations governing the conduct and operation of such licensees or contractors. The Council may require of any licensee or contractor a bond in a reasonable amount, the condition of which shall be satisfactory performance of the contract.

Section 19. Materials Not Accepted For Collection: Dirt and debris from construction or lawn renovation, rocks, stones, concrete, automobile bodies, dead animals, building materials such as masonry, plaster, scrap lumber and similar materials, are not acceptable for collection, and the Collector is not required to pick up the same. Such items shall be collected and disposed of by the Building Contractor, owner or occupant of the premises.

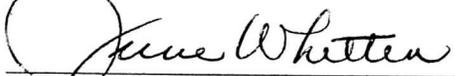
Section 21. This ordinance shall be published in one issue of the Idaho County Free Press and shall be effective upon its passage, approval and publication.

PASSED AND APPROVED by the Mayor and City Council of the City of Riggins on this 14th day of January, 2008.



Robert Crump, Mayor

ATTEST:



June Whitten, City Clerk-Treasurer

CITY OF RIGGINS RESOLUTION # 08-01

WHEREAS, the City of Riggins does contract for garbage collection and provide collection of fees for such service, and

WHEREAS, the City has, in the City of Riggins Ordinance #185 established a method of assessing all residential and commercial properties for garbage services, now therefore

BE IT RESOLVED that the rate of \$15.90 be established as the Equivalent Use (EU) and that this \$15.90 be applied to those assessments established by the City of Riggins Ordinance #185 to determine the monthly minimum rate for garbage service for all users within the City.

BE IT FURTHER RESOLVED that the following monthly rates for dumpster/container, or multiple 95-gallon carts, are established for those users completing an "Additional Service Agreement" as authorized in City of Riggins Ordinance #185:

Residential Carts

First Cart	\$ 15.90
Each Additional Cart	\$ 10.90

Commercial Carts

First Cart	\$ 15.90
Each Additional Cart	\$ 15.90

Dumpster/Container (Once a week dumping)

2-Yard	\$ 79.01
3-Yard	\$ 90.29
4-Yard	\$ 119.65
6-Yard	\$ 153.49
8-Yard	\$ 203.17

BE IT FURTHER RESOLVED that, in addition to the rate assessment described above, the City of Riggins will add a sum of \$.40 per account, to defray the City's cost of collection.

BE IT FURTHER RESOLVED that this resolution will take effect on January 1, 2008.

RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF RIGGINS on this 14th of January, 2008.


Robert Crump, Mayor

ATTEST:


June Whitten, Clerk-Treasurer