

RESOLUTION NO. 79-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIDGECREST ESTABLISHING RATES AND CONDITIONS FOR COLLECTION OF REFUSE, GARBAGE AND RUBBISH PURSUANT TO RIDGECREST CITY ORDINANCES NOS. 41 AND 78-13.

WHEREAS, Section 1 of Ordinance No. 78-13 of the City of Ridgecrest provides that the City Council may establish rates and conditions for the collection of refuse, garbage and rubbish by resolution; and

WHEREAS, the City Council now desires to establish rates for the collection of refuse, garbage and rubbish by such a resolution in the City of Ridgecrest:

NOW, THEREFORE, BE IT RESOLVED that the rates and conditions for the collection of refuse, garbage and rubbish in the City of Ridgecrest are as follows:

1. For all single family dwellings, with collection to be made one (1) time per week, the rate will be \$5.00 per month. The refuse, garbage or rubbish placed out for collection is limited to a maximum of six (6) cans, bundles, or bags per each collection.

2. For multiple dwellings, defined as any apartment house, motel, hotel, trailer court, trailer park, duplex, triplex or other combination of a similar nature, wherein the management of the total premises is controlled by an individual, firm or corporation and the total collection service is contracted for by the management, service shall be rendered as follows:

(a) Where the refuse containers are located in central collection area readily accessible to the collection trucks, the rates shall be the same as contained in #3 under commercial and industrial, as hereinbelow set forth.

(b) Where the refuse containers are placed out for collection by the tenants of the individual units and where all other general specifications hereinafter contained are complied with, the rate for one collection per week wherein the amount placed out for collection is limited to six (6) cans, bags, or bundles per each collection shall not exceed \$5.00 per month per unit.

(c) Any tenant of an individual unit of a multiple dwelling complex wherein the management does not contract for the total collection service may obtain service from the Contractor on the basis of a single family residence as herein specified.

(d) The manager of any multiple dwelling complex may request the installation of one or more collection bins. The duty of Contractor to install such bins is subject to the requirements for collection bin installation as is hereinafter set forth. Where such collection bins are installed by Contractor, the bin service collection rates as herein provided shall apply.

3. For Commercial and Industrial (other than food handling establishments) with collections to be made one (1) time per week, the rate will be \$5.00 per month. The refuse, garbage or rubbish placed out for collection is limited to a maximum of six (6) containers, boxes, cartons or bundles per collection. Collections in excess of the maximum are subject to the rates and conditions as are hereinafter set forth for extra hauling.

4. For collection bin service, the following rates and conditions shall apply:

A. Refuse collection bins of two and three cubic yard capacity shall be provided by Contractor to all commercial, industrial or multiple dwelling complexes where practical and as requested or required.

B. Refuse collection bins may be provided and installed subject to the following conditions:

(1) Bins must be located on the premises in an area readily accessible to the special collection truck.

(2) Bins must be located upon a hard surfaced area.

(3) Bins must be located clear of all obstructions to a height sufficient to allow lifting and dumping by the special truck.

(4) Food handling establishments or establishments handling similar type of refuse must wash bin interiors immediately following each collection.

(5) Any and all bins are subject to removal for failure of customer to maintain a reasonable manner acceptable to Contractor.

(6) Contractor at his sole discretion may waive any or all of the above conditions.

C. Collection bins to be furnished and repaired by the Contractor, subject to the following monthly rate schedule:

No. Collections per week	1	2	3	4	5	6
2 yd. bin	20.00	30.00	40.00	50.00	60.00	70.00
3 yd. bin	25.00	35.00	45.00	55.00	65.00	75.00

D. Any customer using bin service shall cause all material generated on the premises serviced with such bin, to be placed within the bin in such a manner that contents will readily discharge from the bin when dumped and the lids of the bin can be tightly closed at all times, except when refuse is being placed therein or when the bin is being emptied.

5. For combination residences and businesses, the rates for commercial and industrial shall apply.

6. The rates and conditions for extra hauling are as follows:

(a) Extra hauling is defined as those containers, boxes, cartons, bundles or piles in excess of the maximum allowance set for any single collection, as well as any accumulation of containers, boxes, cartons, bundles or piles located at any accessible point on the premises.

(b) The minimum rate for extra hauling shall be \$1.00 per collection.

(c) The rate for extra hauling in excess of the minimum shall be computed on the basis of \$22.00 per hour for each truck and one man, with an additional \$6.00 per hour per each additional man required.

(d) Extra hauling rates to be computed from the time Contractor arrives at the collection premises until the time of completion of refuse disposal at the disposal area.

(e) Construction and building wastes to be considered extra hauling and the rate therefor shall be as is hereinabove set forth.

(f) Single family residential service in excess of once a week pick-up may be negotiated between operator and customer. In the event a dispute arises over the fee to be charged, the matter shall be decided by the City Administrator or his representative.

#### 7. Roll Off Containers

Roll off containers of 30 cubic yards capacity shall be provided and serviced by the Contractor as requested by the customer and/or required by applicable regulation, ordinance, or statute subject to the conditions herein contained for collection bin service and subject to the rate of \$65.00 per service and \$2.00 per day.

Rent per day begins on the 8th calendar day after delivery of container, unless a load is ordered hauled before 5 o'clock P.M. on the 7th day, excluding the day of delivery.

8. The following are exclusions and limitations:

##### A. Farming Refuse

1. Waste and refuse resulting from farming operations and operations of a similar nature are specifically excluded except by special contract between customer and Contractor. Waste and refuse from individual gardens of a noncommercial nature are not included in the above farming exclusion but shall be considered to fall within the extra hauling category with the appropriate rates applying thereto.

##### B. Dirt, Sod and Lumber

1. All dirt, sod, lumber and items of a similar nature to be limited to those provisions pertaining to extra hauling.

C. Holidays

1. No collections to be made on Sundays.

2. No collections to be made on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3. Collections shall be made on those days as hereinabove excluded only on direct order of the City based on specific necessity.

9. Miscellaneous

A. All garbage, rubbish, waste, refuse and/or debris placed for collection shall be in regulation containers, except as set forth hereinafter.

B. Large trimmings may be placed for collection in securely tied bundles provided that the bundles do not exceed 48 inches in length or 18 inches in diameter and provided further that no individual stick, vine, etc. contained in said bundle exceeds a diameter of two inches. Newspapers, magazines and items of a similar nature may be placed out for collection, securely tied in bundles, alongside regulation containers.

C. Regulation containers are defined as lightweight refuse cans constructed of metal or plastic with handles and a tight fitting lid, except for plastic or paper bags manufactured for the express purpose of containing refuse. No container shall exceed 32 gallons in capacity nor weigh more than 75 pounds filled.

D. If for any reason the contents of a container, whether regulation or non-regulation, are not picked up, Contractor shall attach to said container a tag approved by the City explaining the reason for the refusal to empty said container. Failure of a subscriber to correct the condition warranting the refusal within seven days shall be reported to the City Administrator for action by the City. Contractor is specifically herein authorized to refuse to pick up said containers until corrections required to comply with the conditions of the franchise and applicable City ordinance are complied with by subscriber.

APPROVED AND ADOPTED this 24th day of January, 1979, by the following vote:

AYES: Mayor Chieze, Councilmembers Grossman, Hockett, Karlberg and Smith.

NOES: None.

ABSENT: None.

*Don J. Chieze*  
DON J. J. CHIEZE, MAYOR

ATTEST: *Jacqueline C. Reed*  
JACQUELINE C. REED, CITY CLERK