

**ORDINANCE NO. 2020-30
CITY OF KUNA**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- **REPEALING ORDINANCE NOS. 578, 679 AND 2014-04; AND**
- **REPEALING CHAPTER 4 OF TITLE 8 KUNA CITY CODE; AND**
- **AMENDING TITLE 8 KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 4 PROVIDING A SHORT TITLE, STATING AUTHORITY, PROVIDING DEFINITIONS, STATING FINDINGS OF PURPOSE AND INTENT, ESTABLISHING A SOLID WASTE COLLECTION SYSTEM AND SERVICE, PROVIDING FOR CONTRACTOR FRANCHISE AGREEMENT AND CONDITIONS FOR SOLID WASTE COLLECTION SYSTEM AND SERVICES, PROVIDING FOR CONTRACTOR SERVICES SCHEDULE AND FEES, ESTABLISHING COMPULSORY SOLID WASTE COLLECTION SYSTEM AND SERVICE USE BY PREMISES OWNERS AND OCCUPIERS, ALLOWANCE OF PERSONAL HAULING OF SOLID RECYCLABLE WASTE, PROVIDING FOR SOLID WASTE SANITARY CONTAINER REGULATIONS, PROVIDING FOR VOLUNTARY SUBSCRIPTION FOR COLLECTION OF RECYCLABLE WASTE, PROHIBITING AND DECLARING UNLAWFUL IDENTIFIED TYPES OF SOLID WASTE FROM COLLECTION, DEFINING AND DECLARING THEFT OF COLLECTION SERVICES AS UNLAWFUL, PROVIDING THAT THIS ORDINANCE APPLIES TO ALL CITY ANNEXATIONS, DECLARING DESCRIBING CIRCUMSTANCES WHERE THE PLACEMENT OF SOLID WASTE AND RECYCLABLE WASTE IS PUBLIC NUISANCE, PROVIDING FOR NOTICE TO VIOLATORS AND DECLARING A CONTINUED VIOLATION AS A MISDEMEANOR, PROVIDING FOR A PENALTY FOR VIOLATIONS OF CHAPTER 4 OF TITLE 8; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1. That City of Kuna Ordinance Nos. 679, 578, and 2014-04 are hereby repealed.

Section 2. That Chapter 4 of Title 8, Kuna City Code, is hereby repealed.

Section 3. That Title 8, Kuna City Code, is hereby amended by the addition thereto of a new Chapter 4 to read as follows:

CHAPTER 4 – SOLID AND RECYCLABLE WASTE COLLECTION SYSTEM AND SERVICE

8.4.1: Short Title: This chapter shall be known as the “Solid and Recyclable Waste Collection System and Service Ordinance.”

8-4-2: - Authority: This chapter is made pursuant to the authority granted the City by Article XII, Section 2 of the Idaho Constitution, Idaho Code §§ 50-329 and 50-344.

8-4-3: - Definitions: For all purposes of this chapter, the following words in bold print that appear in this Section have the definitions as herein provided unless the context of the term clearly requires otherwise and the word is not capitalized:

- A. **City:** means the City of Kuna, Idaho.
- B. **City Fee Schedule:** means the fee schedule as established by the City Council for the fees for the services provided by the Contractor to the owners and/or occupiers of Premises pursuant to this chapter.
- C. **Contractor:** means the Person who has entered into a Franchise Agreement for the collection, hauling, and removal of Solid Waste.
- D. **Franchise Agreement:** means and refers to a franchise agreement entered into by and between the City and the Contractor pursuant to the authority, terms, and conditions of this chapter.
- E. **Person:** means any person, firm, partnership, association, institution, limited liability company, corporation, trust and/or any other legal entity whether for profit or nonprofit, public or private, and in the plural as well as the singular.
- F. **Premises:** means any parcel of real property within the City where Solid Waste is created, accumulated, stored, or otherwise exists.
- G. **Recyclable Solid Waste:** means and refers to those Solid Waste materials which the Contractor provides written notice to the City and Premises subscriber owners and occupiers describing the materials that such subscribers may place in the wheeled recycling cart for Contractor collection.
- H. **Solid Waste:** means all materials discarded for disposal, putrescible and non-putrescible, solid and semi-Solid Waste material including rubbish, demolition and construction waste, industrial waste, vegetable solid and semi-Solid Waste, reusable or recyclable material, and other discarded solid and semi-Solid Wastes.
- I. **Waste Processing Facility:** means any waste disposal site or any public work at which Solid Waste is compacted, incinerated, or otherwise treated prior to disposal.

8-4-4: - Findings of purpose and intent: The City Council of the City hereby adopts this chapter pursuant to its constitutional and statutory authority set forth in section 8-4-2 of this chapter for the following purposes:

- A. for the benefit of the public health, safety, welfare and aesthetics of the City, its residence and Premises owners; and

- B. exercising the City's authority to establish and maintain a Solid Waste and Recyclable Solid Waste collection system by franchise providing for the maintenance and operation of that Solid and Recyclable Waste collection system by private persons for all parts of the City; and
- C. of exercising the City's authority to require the use of standardized containers for the storage and collection of Solid Waste and Recyclable Solid Waste from all Premises and providing for the collection of recyclable materials on a voluntary basis; and
- D. continuing and improving a safe and sanitary system for the storage, collection and disposal of Solid Waste and Recyclable Solid Waste; and
- E. of the prevention of injury and illness to Contractor personnel.

8-4-5: - Collection Service: Solid Waste and the Recyclable Solid Waste collection system and service shall be provided by the City by entering into a Franchise Agreement with a Contractor in order to facilitate owners and occupants of Premises compliance with the Solid Waste and Recyclable Solid Waste disposal requirements of this chapter in accordance with the following:

- A. Contractor Franchise Agreement. A Contractor is authorized by the City Council to provide Solid Waste and Recyclable Solid Waste collection services pursuant to a Franchise Agreement which contains the terms and conditions of this chapter.
- B. Consideration for Franchise. As a part of the consideration for entering into a Franchise Agreement, the Contractor shall, for so long as this chapter is in effect, provide without charge, the following additional Solid Waste and Recyclable Solid Waste collection services:
 1. unlimited garbage and refuse removal for the City's annual "Kuna Days" celebration and the City's annual "Spring Clean Up"; and
 2. regular weekly Services for any City owned or operated facilities; and
 3. a hazardous waste collection program consisting of the operation of a collection site a minimum of twice each year.
- C. Transfer of Franchise Agreement. A Franchise Agreement shall terminate in the event a controlling interest in the Contractor is transferred or conveyed, unless such transfer or conveyance is first approved by resolution of the City Council. For purposes of this chapter, the term "controlling interest" shall mean 50% or more of the outstanding stock of the Contractor.
- D. Indemnification. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, costs, damages or expenses, including attorney fees, incurred which arise out of or are in any way related to the services performed by the Contractor pursuant to the Franchise Agreement.

E. Insurance. The Contractor shall at all times during the term of a Franchise Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance and shall maintain at all times which is inclusive of the following types of insurance coverages with no less than the following minimum coverage limits:

1. Coverage Minimum Worker's Compensation Statutory Employer's Liability: \$2,000,000.00; Bodily Injury Liability \$1,000,000.00 each occurrence Except Automobile \$2,000,000.00 aggregate;
2. Property Damage Liability: \$1,000,000.00 each occurrence Except Automobile \$2,000,000.00 aggregate;
3. Automobile Bodily Injury: \$1,000,000.00 each occurrence Liability \$2,500,000.00 aggregate;
4. Automobile Property Damage: \$1,000,000.00 each accident Liability; and
5. Excess Umbrella Liability: \$1,000,000.00 each occurrence/aggregate.
6. Each insurance policy shall show the City has an additional interest and certificates of insurance shall be deposited with the City Clerk. Contractor shall promptly notify the City in writing if any required insurance policy is cancelled.

F. Failure to Render Acceptable Performance. During the term a Franchise Agreement is in effect, should the Contractor fail to perform any of the duties imposed upon it by the Franchise Agreement, unless such failure is caused by circumstances beyond the Contractor's control, the City may notify the Contractor in writing of such failure, detailing the nature thereof, and Contractor shall correct such failure within 30 days of the mailing or delivery of such notice. Upon expiration of the said 30-day notice period, the City Council may conduct a hearing to determine whether the Contractor has corrected such failure, provided that the Contractor shall be given reasonable notice of the date, time and place of such hearing and further provided that Contractor shall be provided a reasonable opportunity to be heard on the matter. If it is established at such hearing that the Contractor's failure to perform its duties is a material breach of the Contractor's obligations under the Franchise Agreement, and if it is further established that the Contractor has not taken reasonable steps in an attempt to correct such failure by the date of the hearing, the City Council may terminate the Franchise Agreement.

G. Franchise Agreement Terms. A Franchise Agreement shall set forth the term for which the Franchise Agreement is in force and effect.

8-4-6: - Schedule: Subject to the approval of the Kuna City Council, the Contractor shall have the right to set its own pick up schedules for its Services as set forth herein.

8-4-7: - Fees: Fees for Solid Waste and for Recyclable Solid Waste collection services provided pursuant to this chapter shall be in accordance with the following:

A. Fee Amounts. Fees for Solid Waste and for Recyclable Solid Waste collection service shall be set in the City Fee Schedule from time to time by resolution of the City Council.

- B. Collection. Solid Waste and Recyclable Solid Waste collection service fees shall be billed to the owner or occupant of the Premises by the City and shall be paid to the City in the same manner as fees for sewer and water service are billed and collected, and fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water and sewer bills.
- C. Payment of Contractor. The proceeds from the collection of fees for Solid Waste and Recyclable Solid Waste collection service as herein provided shall be placed in a special fund to be known as the “Solid Waste Fund”. The City’s Contractor, shall be paid out of such fund, weekly or as mutually agreed upon, all the proceeds from the collection of fees for Solid Waste collection services, less:
1. any collection costs incurred by the City (such as attorney fees and court costs) pro-rated and properly attributable to the collection of fees for Solid Waste collection services; and
 2. the City billing fee as shall be established from time to time by agreement with the Contractor and adopted by resolution of the City Council.

8-4-8: - Compulsory Use of Solid Waste Collection Services: All persons who own or occupy Premises shall use and be provided Solid Waste collection services as provided by the City’s Contractor in accordance with the provisions of this chapter.

8-4-9: - Allowance of Personal Solid and Recyclable Waste: This chapter does not prohibit any Person from hauling Solid Waste or Recyclable Solid Waste from Premises owned or occupied by such Person to a Waste Processing Facility provided that such hauling shall not relieve such Person from the obligation to pay the Solid Waste and Recyclable Solid Waste collection service fees as provided herein.

8-4-10: - Solid Waste Sanitary Containers Regulations: The owner or occupier of Premises shall, at all times, keep or cause to be kept approved Solid Waste sanitary containers and, except as otherwise provided, to deposit or cause to be deposited all Solid Waste therein as herein provided:

- A. Standards for Residential Sanitary Containers. The City’s Solid Waste Contractor shall provide each owner or occupant of Premises one (1) Contractor owned wheeled receptacle, ninety-five (95) gallons in volume, designed for the collection of Solid Waste by means of trucks equipped with an automated hydraulic lift (a “Wheeled Cart”) for a fee as set forth in the City Fee Schedule. Extra wheeled carts may be obtained from the Contractor for an additional fee as set forth in the City Fee Schedule.
- B. Use of Wheeled Carts. All Solid Waste must be deposited in Contractor supplied Wheeled Carts for collection except for special collection services approved by the Contractor. It shall be unlawful for any Person to (i) leave Solid Waste at the curb for collection in any receptacle other than a Contractor owned and supplied Wheeled Cart or (ii) load a Wheeled Cart beyond its maximum volume of 95 gallons or weight capacity of 330 pounds, or in a manner which is unstable or likely to cause damage, spill or impact public health or safety. Wheeled Cart lids shall be completely closed when left for collection and open freely when emptied. It shall be

the duty of every owner or occupant of a Premises to maintain the supplied Wheeled Carts in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of solid waste.

- C. Location. The owner or occupier of Premises shall place Wheeled Carts for collection of Solid Waste by the Contractor as follows:
1. In a place accessible to the Contractor.
 2. In circumstances of isolated Premises or Premises where reasonable access cannot be had by the Contractor's truck, the Wheeled Carts may be placed in such locations as may be agreed upon by the Premises owner or occupier and Contractor.
 3. At the curb side where curbs exist or road side where curbs do not exist.
 4. In alleys adjacent to the Premises where the Premises is adjacent to an alley and access is approved by the Contractor, no later than seven o'clock (7:00) A.M. on the Contractor's regularly scheduled collection day, but no sooner than the evening prior to collection.
 5. Placement shall otherwise be accessible to Contractor Solid Waste collection personnel and free from obstructions including, but not limited to, trees, shrubbery, fences, vehicles, and walls. The Contractor is not required to pass through any doors or gates, cross flowerbeds or lawns, go through hedges, or place themselves in any situation which could jeopardize their health or safety.
 6. Owners and occupants of Premises having curbside service must retrieve empty Wheeled Carts within twenty-four (24) hours of being serviced.
- D. Notice of Non-collection. When the Contractor encounters Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Solid Waste that has been left in compliance with the requirements of this section and leave any other Solid Waste with a written notice affixed to the uncollected Solid Waste stating a brief description of the reason for non-collection.

8-4-11: - Collection of Recyclable Solid Waste: Recyclable Solid Waste collection service is provided by the Contractor to those Premises for which the owner or occupant thereof has elected to receive such service, on a voluntary subscription basis in accordance with the following:

- A. Recycling Containers. The Contractor shall provide each such subscribing owner or occupant one (1) Contractor owned wheeled cart for deposit of co-mingled Recyclable Solid Waste (a "Wheeled Recycling Cart") for a fee as set forth in the City Fee Schedule. Extra wheeled recycling carts may be obtained from the Contractor for an additional fee as set forth in the City Fee Schedule.

- B. Use of Wheeled Recycling Carts. All Recyclable Solid Waste must be deposited in the Contractor supplied Wheeled Recycling Carts for collection except for special collection services approved by the Contractor.
- C. It shall be unlawful for any Person to place Recyclable Solid Waste for collection:
1. in any receptacle other than a Contractor owned and supplied Wheeled Recycling Cart.
 2. by overloading a Wheeled Recycling Cart beyond its maximum volume of 95 gallons or weight capacity of 330 pounds.
 3. in a manner which is unstable or likely to cause damage, spill or impact public health or safety.
 4. in a manner where the Wheeled Recycling Cart lid is not completely closed.
- D. Only Recyclable Solid Waste, that the Contractor has identified by written notice delivered from time to time to the owner or occupant of Premises who have elected to receive Recyclable Solid Waste collection service, shall be placed in the Wheeled Recycling Cart for collection.
- E. It is the duty of every subscribing owner or occupant to maintain the supplied Wheeled Recycling Carts in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of Recyclable Solid Waste.
- F. Location. All Wheeled Recycling Carts shall be placed for collection and then retrieved after collection in accordance with the provisions of Section 8-4-10 C of this Chapter.
- G. Notice of Non-collection. When the Contractor encounters Recycle Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or a Wheeled Recycling Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Recyclable Solid Waste that has been left in compliance with the requirements of this section and leave any other Recyclable Solid Waste with a written notice affixed to the uncollected Recyclable Solid Waste stating a brief description of the reason for non-collection.

8-4-12: - Prohibited Solid Waste: It is unlawful for any Person to deposit or relinquish for collection by the Contractor:

- A. Any Solid Waste that has the following general characteristics:
1. Extreme temperatures;
 2. Harmful vapors;
 3. The presence of corrosive, flammable, explosive or toxic chemicals;

4. Any materials with physical or other properties which render collection operations hazardous; or
5. Any materials which create a risk to the environment or public health and safety.
6. Liquid waste, both bulk and contained;
7. Tires;
8. Any material regulated by the state of Idaho or by the United States Environmental Protection Agency as hazardous waste;
9. Any equipment or machines containing refrigerants;
10. Infectious waste generated from business sources such as hospitals, clinics, medical, surgical, dental, nursing homes, veterinarian offices, and laboratories unless such wastes are sterilized, packaged, or otherwise processed so that they may be collected without hazard to collection personnel and the general public; and
11. Dead animal remains.

8-4-13: - Theft of Collection Services: It is unlawful and a violation of this chapter:

- A. For any Person, except for the owner or occupant of the Premises, to place or deposit any materials in or around a Wheeled Cart or Wheeled Recycling Cart provided for the use of the Premises.
- B. For any Person to place Solid Waste in or around a Wheeled Cart or Solid Waste and/or Recyclable Solid Waste in or around a Wheeled recycle cart at a Premise that is not generated at such Premises.

8-4-14: - City Annexations: Subsequent to the effective date of this chapter, should any land be annexed into the City of Kuna, or otherwise be added to or included with the City limits of the City, such additional land shall be governed by the provisions of this chapter.

8-4-15: -Public Nuisance:

- A. Improper Disposal Solid Waste or Recyclable Solid Waste Prohibited: It shall be unlawful for any owner or occupier of a Premises to permit or to place or accumulate in or about any yard, lot, place about the Premises, or upon any street, alley or sidewalk adjacent to the Premises, so as to cause the yard, lot, premises, or the street, alley or sidewalk adjacent thereto, to be or remain in such condition as to cause or create an offensive odor or atmosphere, be offensive as noticeably unsightly, or create an insect or rodent harborage, or hereby, in any manner, is a public nuisance and a menace to public health.

No person shall deposit Solid Waste or Recyclable Solid Waste in or upon a public alley, street, other public area, or upon the Premises of another person, whether or not the refuse is in an

“approved container”. No Solid Waste or Recyclable Solid Waste of any kind shall be thrown, swept or pushed into the street in front of any Premises. The owner and occupier of the Premises shall be responsible for the disposal of all such Solid Waste and Recyclable Solid Waste.

- B. Violation, Notice: Any person found to be violating any provision of this section shall be served by the City by written notice stating the nature of the violation and providing a specified maximum period of time not to exceed five (5) days for the satisfactory correction thereof.
- C. Misdemeanor, Penalty: Any person who shall continue any violation beyond the time limit provided for in this section, shall be guilty of a misdemeanor, and on conviction thereof shall be subject to a fine not exceeding three hundred dollars (\$300.00) or imprisonment not exceeding thirty (30) days or both such fine and imprisonment for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

8-4-16: - Penalty: The violation of any of the provisions of this chapter or the rules and regulations adopted hereunder unless otherwise specifically provided in this chapter shall be a misdemeanor punishable as provided in Title 1, Chapter 4 of this code.



Section 4: Directing the City Clerk

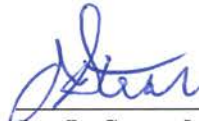
The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code as Chapter 4 of Title 8.

Section 5: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 4th day of November, 2020.

CITY OF KUNA



Joe L. Stear, Mayor

ATTEST:


Chris Engels, City Clerk

