

**ORDINANCE NO. 2022-004**

**CITY OF HOLIDAY ISLAND, CARROLL COUNTY, ARKANSAS**

**AN ORDINANCE PROVIDING FOR THE REGULATION OF SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL WITHIN THE CORPORATE LIMITS OF THE CITY OF HOLIDAY ISLAND; DECLARING AN EMERGENCY AND PRESCRIBING OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Ark. Code Ann. § 8-6-201 *et seq.* requires every municipality to have a system in place to provide for the collection and disposal of solid waste; and

**WHEREAS**, the City Council of the City of Holiday Island finds it necessary to adopt reasonable regulations to constitute an appropriate system of collection and disposal of solid waste and recycling in order to protect the public peace, health, safety, and general welfare of the citizens of the City of Holiday Island.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOLIDAY ISLAND, ARKANSAS:**

**Section 1. Regulations Created, Contractor, Franchise Fee.** Ark. Code Ann. § 8-6-201 *et seq.* requires every municipality to have a system in place to provide for the collection of and disposal of solid waste. The City Council shall be authorized to determine which licensed Contractor will be authorized to operate in the City of Holiday Island. The collection of Solid Waste by anyone other than the approved Contractor or Contractors is prohibited. Any Solid Waste service provider operating within in the municipal limits of the City of Holiday Island must have a copy of a current license issued by the City and on file with the office of the City Recorder. The Contractor shall have the right and privilege to operate collection vehicles and equipment on such streets, public ways, rights-of-ways, or easements of the City.

Any Unit serviced by a Holiday Island Suburban Improvement District water meter is assumed to be inhabited, and as such, generating solid waste. Solid waste collection by a City approved Contractor is mandatory for any property with a Holiday Island Suburban Improvement District water meter installed. The fact that legal title to property is in the name of any person, business or other entity, constitutes prima facie proof that the person, business or other entity is responsible for the payment of charges provided for in these regulations. The fact that charges incurred were for services provided to a tenant, agent or other person using the title holder's property shall not be grounds for avoidance of penalties under this ordinance. Any person refusing or failing to pay any charge assessed pursuant to the provisions of these regulations, including both

the failure to pay for Residential Solid Waste and Recycling collection and the failure to pay for the collection of Commercial Waste, shall be guilty of a violation of these regulations and punished as provided by these regulations.

The City Council reserves the right to award an exclusive franchise and to impose a Franchise Fee, which shall be set not to exceed four percent (4%) of the rate charged, for the privilege of doing business in the City pursuant to such contract, to a single Residential and/or Commercial Contractor at some future date. In such a case, no other person or entity except such exclusive contractor shall be permitted to convey or transport Solid Waste or recycling for Regular Units within the City. Such Franchise Fee shall be payable according to terms set forth in an agreement between the Contractor and the City.

**Section 2. Definitions.** The following words, terms and phrases, when used in this regulation, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**“Approved Container”** means a 96-gallon container (or other approved size) provided by the solid waste Contractor and a 65-gallon container (or other approved size) provided by the Contractor with wheels and a lid for the collection of acceptable Solid Waste or recycling. If bag service is selected by the customer, the customer must provide their own container that does not exceed 35 gallons in volume capacity nor 50 pounds in weight when full, with a lid.

**“Bulky Waste”** means waste to include furniture, appliances, metal items, larger items not normally collected from the weekly residential collection programs. Items not considered Bulky Waste include construction materials, tires, paint, hazardous waste, pesticides, appliances containing Freon, and any item specified as Excluded Waste.

**“City”** means the City of Holiday Island, Arkansas.

**“Commercial Waste”** means Solid Waste generated by a commercial or industrial establishment or a multiple residential unit, business, or combined units of businesses (including B&B's, VRBO's and other forms of short term rentals) that streamline waste into consolidated containers that typically generate more than two (2) cubic yards of Solid Waste per week, or an Agricultural Customer, meaning any customer owning ten (10) acres or more of land for agricultural use who chooses not to be a Residential Waste customer.

**“Contractor”** means the sanitation company approved by the City for Residential and/or Commercial Solid Waste and/or Recycling services. "Approved Subcontractor" shall mean an agent or subcontractor of Contractor specifically authorized and approved by the City to collect Solid Waste and Recycling Materials in the City.

**“Dumpster”** means a large trash receptacle with a lid designed to be hoisted and emptied into a truck.

**“Dumpster Corral”** may be required when a waste dumpster is located outside any residential building as necessary for the normal conduct of a business or other activity, it shall be considered an allowable accessory use. All such waste dumpsters shall be located in a manner that the dumpster and its contents cannot be seen from the frontage roadway or enclosed by a dumpster corral of opaque screening constructed of

solid walls or fences of masonry, wood frame or metal. The dumpster corral must be constructed and placed to allow access for Contractor Collection equipment. Construction of the dumpster corral requires a building permit and shall not be within the setback requirements for the lot.

**“Excluded Solid Waste”** includes, but is not limited to, yard waste, medical waste, construction and demolition waste (except in roll-off containers provided by CCSW), large bulky items, appliances, batteries, paint, items containing an engine or compressor, items containing CFCs or PCBs (such as white goods), and any radioactive, volatile, flammable, explosive, toxic or hazardous substance or material, including any substance listed or characterized as toxic or hazardous by any applicable federal, state, or local law.

**“Extraordinary Materials”** means hazardous wastes, body wastes, dead animals, abandoned vehicles, vehicle parts, large equipment and parts thereof.

**“Franchise Fee”** means up to 4% of the total collected receipts from the collection of Residential or Commercial Waste in the City which is payable to the City as provided by the agreement between the Contractor and the City for the collection of Residential Solid Waste and Commercial Solid Waste within the City.

**“Garbage”** means the same as Solid Waste.

**“Hazardous Materials”** means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics, or by virtue of their being defined as hazardous by any state or federal law or regulation.

**“Non-Recyclable Materials”** means Solid Waste that will not be collected by the Contractor for sale in a spot or future market for processing and use or reuse including, but not limited to, light bulbs, porcelain, plastic bags, plastic containers with symbols #3 through #7 and such items as indicated from time to time as Non-Recyclable Materials by the Contractor.

**“Residential Unit” or “Residential”** means a dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four (4) families or units who reside in the same dwelling. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

**“Residential Waste”** means Solid Waste generated by residences as well as businesses that generate less than two (2) cubic yards of Solid Waste per week.

**“Solid Waste”** means all putrescible and non-putrescible waste in solid or semisolid form including, but not limited to, garbage, rubbish, ashes or incinerator residue, or street refuse, but excluding yard waste, extraordinary materials, hazardous materials, as defined by the Contractor.

**“Trash”** means the same as and shall be defined as Solid Waste.

**“Unit”** means residence, business or industry within the City that generates solid waste and other materials that must be disposed.

**“Yard Waste”** means grass clippings, mulch, brush, tree limbs, leaves, sticks, or any other item derived from a once-living tree or plant species.

**Section 3. Solid Waste Fees.** Fee schedules for Solid Waste collection are to be as negotiated directly between the Contractor and the City.

**Section 4. Payment of Fees.** The Contractor shall be responsible for collection of all fees.

**Section 5. Disposition of Funds.** All fines assessed and paid under the provisions of these regulations, except those portions required to be paid out for other purposes, shall be deposited in the City general fund.

**Section 6. Containers.**

**A. Residential.** All residential units shall set out Solid Waste and Recycling for collection by a Contractor in Approved Containers. All loose waste material is to be properly bagged and placed in Approved Containers in order to facilitate the collection of materials without items being disburbed by blowing wind or scattered by animals. Unless special arrangements are made, trash is to be placed at the end of the drive after 5:00 p.m. on the day before collection and trash containers are to be retrieved and stored no later than 10:00 p.m. on collection day. This requirement applies to all trash items collected. Violation of such requirement will result in one (1) warning notice given by trash collector. After one (1) notice is given to a resident, subsequent violations will be referred to the City of Holiday Island Code Enforcement Officer and the resident will be subject to being fined for littering.

**B. Commercial.** Solid Waste generated by a commercial or industrial establishment or a multiple residential unit, business, or combined units of businesses (including B&B's, VRBO's and other forms of short-term rentals) must utilize a dumpster provided by the Contractor. The business entity responsible for streamlining multiple sources of waste into one dumpster is responsible for maintaining with the Contractor a list of active water meter locations being serviced. Overflow of the dumpster is expressly prohibited and no other materials (paint cans, electronics, cardboard, etc.) are to be placed or stored in or around the dumpster.

**C. Dumpster Corral.** If a dumpster is to be kept in a residential area it must be kept in an enclosure (dumpster corral) or otherwise out of view of passing traffic and cannot emit any offensive odor. Dumpsters must be kept closed such that rainwater is prevented from entering the dumpster. Leaking of any liquid from the dumpster to the ground is expressly prohibited.

Any commercial enterprise that as part of their business streamlines solid wastes from multiple locations into a dumpster must register with the City of Holiday Island and identify the locations being serviced.

**D. Part Time Residents.** Part time residents who will not be at their residence on trash collection day can utilize a dumpster provided by the City. Trash being put in these dumpsters must contain a bag tag purchased from the City. The City will advise as to the location of the dumpsters when purchasing the bag tags. The City will maintain a record of bag tag purchases by water meter location.

E. **General Contractors.** The general contractor of any construction site shall provide adequate trash containment facilities for the construction site. All such trash containment facilities must be able to hold a minimum of five (5) cubic yards of refuse and must contain no openings of greater than three (3) inches. The trash containment facility must be in place no later than at the time of the first required inspection of the site by the City or its authorized representative. The trash containment facility shall be emptied on a regular basis. If the City received a complaint regarding a trash containment facility at a construction site, the City or its authorized representative shall notify the general contractor in writing regarding the complaint and shall request that efforts be undertaken by the general contractor to remedy the situation. If subsequent complaints are received by the City pertaining to the same construction site, the City or its authorized representative shall provide the general contractor with written notice that the general contractor has three (3) working days in which to remedy the situation. If the general contractor does not remedy the situation within that time, it shall be considered a violation of this code, and shall be punishable pursuant to these regulations. In addition, the City or its authorized representative shall cease all inspections until the construction site complies with this section.

**Section 7. Burning and Dumping of Solid Waste.** It shall be a violation of these regulations for such owner, occupant, tenant or lessee of any dwelling place, Unit or business in the City, or any other person, to dispose of Solid Waste or Recycling Waste, construction waste and industrial waste, by dumping, burning or discharging said waste on any property within the City except through the use of approved services as provided for in these regulations or specifically authorized by state law or authority. If a person is found to have disposed of Solid Waste in a manner not allowed by ordinance, he shall be guilty of a violation of these regulations and punished as provided for in these regulations.

**Section 8. Collection.** Collection schedules will be published by the hauler. Notifications of changes to the schedule due to weather, holidays or any other interruption will be made by the hauler.

**Section 9. Penalties and Fines.** Any individual found to be disposing of Solid Waste in a manner not permitted by this code or specifically authorized by state law shall be guilty of a misdemeanor violation and subject to a fine of no greater than the sum of \$500 for any one specified offense or violation, double that sum for each repetition of the offense or violation. If the prohibited offense is, by its nature, continuous or ongoing in respect to time, the fine or penalty for allowing the continuance thereof, in violation of these regulations or ordinance, shall not exceed \$250 for each day that it may be unlawfully continued.

**Section 10. Inspectors.** The City Council shall have power to employ one (1) or more Code Enforcement Officers to insure a proper enforcement of the provisions of this ordinance.

**Section 11. Enforcement.** For the purpose of enforcing the provisions of this ordinance and other ordinances pertaining to the health and sanitation of the inhabitants of the City, the health officers and employees of Carroll County, Arkansas are hereby granted full power and authority to act within said City and to perform all and singular the duties of such health units on behalf of the City which they have under the laws of the State of Arkansas and the rules and regulations of the State Board of Health of the State of Arkansas.

**Section 12. Bulky Item Collection.**

A. The following regulations governing the collection and disposal of Bulky Waste are hereby adopted as follows:

1. Bulky Waste Collection Service. A special service shall be provided for the collection and disposal of major appliances, furniture, and other bulky waste in accordance with the following requirements:

a. Residential customers are allowed two (2) curbside bulky item collections per year. Bulky item collection is limited to three (3) items per pickup. Apartment complexes and other multi-family housing units consisting of more than four (4) units shall not be eligible.

b. All residential customers will be advised by the Contractor of the collection dates and times.

c. Bulky Waste shall not be placed curbside until the day prior to the scheduled collection, but not later than 7:00 a.m. the day of collection. All items must be placed within five (5) feet of a City street and out of the street/roadway. All item(s) must be accessible to the collection vehicle and shall not be obstructed by vehicles, mailboxes, trees/limbs, or any other physical barrier. There must be at least twenty (20) feet overhead clearance above the items to be collected.

d. All items must be separated and placed as instructed. Solid Waste items presently collected by the Contractor shall not be mixed with bulky items. Should Solid Waste be mixed in with Bulky Waste, no service shall be extended. Excluded Solid Waste, Extraordinary Materials and Hazardous Waste are prohibited from being collected, and must be disposed of by the owner or responsible party in an approved manner. The Contractor reserves the right to deny collection of any and all Bulky Waste item(s).

B. Fees may be billed for major appliances. Charges will be placed on the residential customer's monthly bill per the approved rates.

**Section 13. Excluded and Hazardous Waste.** The Contractor shall publish a list of white goods and Bulky Waste items that are acceptable for collection. The Contractor

will also publish a list of electronic equipment and other Excluded Materials or Hazardous Wastes that are not acceptable for pick up and inform the residents of the proper disposal options.

**Section 14. Transport of Waste.** Any person operating any truck or other vehicle to transport litter, waste, trash, or garbage within the City of Holiday Island shall take reasonable steps to prevent its contents from blowing, dropping, falling off, or otherwise departing from the vehicle or attached utility trailer. Such reasonable steps shall include a secure cover or tarp if reasonably necessary to prevent the contents from blowing, dropping, falling off, or otherwise departing from the vehicle or utility trailer. However, no vehicle hauling predominately metallic material shall be required to be covered if it is loaded in a manner which will prevent the material from falling or dropping from the vehicle or utility trailer.

**Section 15. Recycling.** Offering recycling service for items such as glass, plastics, cans, paper and cardboard is required for any Contractor. Non-Recyclables shall not be placed in the Approved Container for Recycling. The Contractor shall publish and provide a list of all approved Recycling items that are acceptable for collection.

**Section 16. Severance Clause.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

**Section 17. Repeal of Ordinances in Conflict.** Any matters set forth in this Ordinance which are contrary to the existing ordinances of the City of Holiday Island shall prevail, and the Holiday Island Ordinances shall be amended to conform thereto, and all other ordinances and resolutions or parts of ordinances and resolutions in conflict herewith and therewith are hereby repealed to the extent of such conflict.

**Section 18. Effect.** Compliance with this Ordinance is required after September 1, 2022.

**EMERGENCY CLAUSE.** The City Council hereby determines that this Ordinance is necessary for the sanitary provision of solid waste and recycling services within the City of Holiday Island. Therefore, an emergency is declared to exist, and this Ordinance being immediately necessary for the preservation and protection of the public peace, health, safety and welfare of the City and its citizens, shall become effective on the day set forth hereinabove. If the Ordinance is neither approved nor vetoed by the Mayor, it shall become effective on the expiration of the period of time during which the Mayor may veto the ordinance enacting this Ordinance. If the Ordinance is vetoed by the Mayor and the veto is overridden by the City Council, it shall become effective on the date the City Council overrides the veto.

Ordinance 2022-004

PASSED AND APPROVED this 19 day of APRIL, 2022.

APPROVED:

  
Daniel Kees, Mayor

ATTEST:

  
Wesley Stillé, City Recorder-Treasurer