

ORDINANCE NO. 1988

AN ORDINANCE OF THE CITY OF CHULA VISTA AMENDING
CHAPTER 8.24 OF THE CHULA VISTA MUNICIPAL CODE
RELATING TO THE COLLECTION AND DISPOSAL OF GARBAGE
AND LITTER IN THE CITY

The City Council of the City of Chula Vista does ordain
as follows:

SECTION I: That Chapter 8.24 of the Chula Vista
Municipal Code be, and the same is hereby amended to read as
follows:

CHAPTER 8.24 GARBAGE AND LITTER

Sec. 8.24.010 Purpose and Intent.

The purpose of this chapter is to provide standards
for solid waste collection service and to regulate the
accumulation, preparation, storage, transportation and
disposal of garbage and rubbish in order to protect the
health and safety of Chula Vista citizens by controlling
the harboring and breeding of rodents and insects,
reducing the pollution of the air caused by burning,
putrefaction or fermentation of refuse, preventing the
spread of disease, reducing the hazards of fire and
enhancing the values and the enjoyment of life.

It is the intent of the City Council pursuant to the
requirements and provisions of the Health and Safety
Code of the State of California to enter into a contract
or contracts or adopt a franchise ordinance with such
terms on conditions as may be agreed upon and as may be
deemed fit by the City of Chula Vista for the collection
and disposal of refuse within the City of Chula Vista.

Sec. 8.24.020 Definitions.

For the purpose of this chapter, the following words
and phrases shall have the meanings respectively
ascribed to them by this section:

- A. "Contract or Franchise Agent" means an agent or employee of the city or any person or firm or the agent or employee thereof, with whom the city may have contracted or franchised to collect or dispose of refuse.
- B. "Garbage" means food waste from kitchens, dining rooms, and other similar places resulting from the handling, preparation, cooking or consumption of food in any private or multiple dwellings, hotels, restaurants or institutions.
- C. "Rubbish" means paper, glass, cans, bottles, rags, ashes, and trimmings from lawns, shrubbery and trees.
- D. "Refuse" means ashes, food plant wastes, garbage, market refuse or rubbish.
- E. "Hazardous wastes" means any waste material which is toxic, corrosive, flammable, an irritant, or a strong sensitizer.

Sec. 8.24.030 Accumulation of Materials Constituting a Fire Hazard Prohibited.

It is unlawful for any person to create or allow to be created, or maintained upon any premises in the city, owned or controlled by such person any accumulation of materials that are dangerous as a fire menace and hazard.

Sec. 8.24.040 Refuse-Disposal in Public Places Prohibited.

It is unlawful for any person to place, dump, deposit or throw any rubbish, bottles, glass, tacks, tin cans, wire, automobile parts or bodies, old wagons or buggies, or other vehicles, in whole or in part; citrus fruit, deciduous fruit, vegetables, junk or other refuse of any kind or character whatsoever upon or along the right-of-way of any public highway, street, lane, alley or other public place within the corporate limits of the city.

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Sec. 8.24.050 Refuse-Disposal on Private Property
Prohibited-Exceptions.

It is unlawful for any person to place, dump, deposit or throw away any rubbish, bottles, tin cans, wire, automobile parts or bodies, old wagons or buggies, or other vehicles, in whole or in part; citrus fruit, deciduous fruit, vegetables, junk or other refuse of any kind or character whatsoever, upon any private property adjacent or abutting upon any public highway, or public place, or upon any private property whatsoever, within the corporate limits of the city unless such person first obtains the permission of the owner of such property so to do. It is further unlawful for such person to deposit or place such materials in any garbage or refuse receptacle owned or used by the owner of such property unless such person first obtains the permission of said owner so to do.

Sec. 8.24.060 Owner or Occupant Responsibility to
Maintain Sanitary Premises.

Every owner, tenant, occupant or person owning or having the care and control of any premises in the city shall keep said premises or those under his care and control in a clean and sanitary condition and no person shall permit any garbage, rubbish, or any other substance which may be or will become offensive to be deposited or to remain in or upon any premises owned or occupied by him or under his care and control except as otherwise provided by law. It shall be the responsibility of such person to provide for scheduled garbage, rubbish, or refuse collection personally or by means of the services of the contract or franchise agent.

Sec. 8.24.070 Garbage and Refuse-Collection
Prohibited When-Burning Prohibited.

No person shall collect, remove or convey, or cause or permit to be collected, removed or conveyed, any refuse upon or along any public street, alley or any other public place in the city; provided, however, the prohibitions of this section shall not apply to authorized employees of the city, or to any person or firm or employees thereof, with whom the city has entered into a

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contract or franchise for the collection, removal or disposal of garbage or rubbish or refuse, or to the occupant or owner of any residence from personally removing garbage or rubbish from said residence or commercial establishment. It is unlawful for any person to burn or bury any garbage or refuse as a means of disposing of said garbage.

Sec. 8.24.080 Garbage and Refuse-Receptacles
Approved for Residential Use.

It is unlawful for any person in a residential area to keep or store any garbage within receptacles except those which are tapered gradually, decreasing in diameter toward the bottom of the container, made of metal or plastic with metal or plastic covers and handles, and which receptacles shall be watertight and fly-proof and shall not exceed eighteen gallons' capacity. Unless garbage is mixed with rubbish, in which case maximum container capacity shall be forty gallons. Further, every person having the care or control of any place or premises within the city where refuse accumulates or exists, and such refuse is to be collected by the contract agent of the city, shall cause such refuse to be placed and kept in such receptacles, with lids securely fitted, and in a number adequate to contain the amount of refuse normally accumulating during the interval between collection thereof.

Sec. 8.24.090 Garbage and Refuse-Placement in
Receptacles or Bundles-Restrictions.

All rubbish and trash shall be kept within sturdy receptacles made of metal or plastic, and no rubbish or trash shall be placed in any receptacle so that it protrudes or extends beyond such receptacles. Weight of empty receptacle shall not exceed fifteen pounds; weight of fully loaded container shall not exceed sixty pounds. Cardboard containers securely tied may be used. Said containers shall also be collected.

- A. The following are approved for residential customers:

1. Use of plastic or paper bags manufactured expressly for waste storage, securely tied with wire, plastic or string, and of such thickness and bursting strength to resist puncture and tears. Grocery and shopping bags are not permitted;
 2. Securely tied cardboard containers may be used on a one-time basis and will be collected by the contract agent;
 3. Newspapers and/or flattened cardboard boxes may be placed outside receptacles if they are stacked and securely tied in bundles of not more than sixty pounds in weight;
 4. Brush and limbs of trees may be placed outside of receptacles in tied bundles not more than four feet in length or eighteen inches in diameter;
 5. Any person desiring to receive different, additional, or more frequent service may do so through the contract agent, on mutually agreeable terms and conditions.
- B. The following are disapproved for residential customers:
1. Use of severely damaged containers or containers with jagged or sharp edges (said containers will be appropriately tagged by contract agent first time noted and will be collected by contract agent if used subsequently to being so tagged);
 2. Put out for contract agent collection any hazardous wastes and materials, such as hypodermic needles, drugs, poisons, caustics, acids, insecticides, explosives or flammables;
 3. Put out for contract agent collection construction and demolition waste, cement, dirt, sand, lumber, plaster, sod, stones, building blocks, auto or truck parts or tires, trees, crankcase drainings, agricultural industry debris, or any items which resist compaction and may damage equipment;

Sec. 8.24.120 Termination.

A contract or franchise may be terminated at the option of the Council in the event there is a change of ownership of any kind or nature of the operating company, unless approval therefor has been obtained in writing from the Council. If it is determined by the City Manager following an inspection of the contractor's or grantee's place of business, after reasonable notice to the contractor or grantee that the operator or manager has not complied with the provisions of this Chapter and all other applicable statutes, ordinances, rules and regulations of the State and City, the City Manager shall notify the contractor or grantee in writing of noncompliance and shall order compliance within thirty days. If noncompliance is not corrected, the Council, after a hearing, shall be empowered to cancel the contract or franchise with the operator, or take such other action as the Council shall determine.

Sec. 8.24.130 Prerequisites to Authorization.

A. Procedure and Required Information. Applicants for a contract or franchise pursuant to this Chapter and the Charter of the City must file with the City Administration the following information:

1. Name and description of the applicant;
2. Permanent home and business address and full address of the applicant.
3. Trade and firm name;
4. If a joint venture or a partnership or limited partnership, the name of all partners, or corporation and the names of the officers, and their percentage of participation and their permanent addresses;
5. That the applicant has arranged for the disposal area where the same may be legally accepted and disposed;
6. The location of the disposal area;
7. Facts showing that the contractor is qualified to render efficient refuse collection service;

8. That the applicant owns or has under his control in good mechanical condition, sufficient equipment to conduct the business of refuse collection adequately and that the applicant owns or has access to suitable facilities for maintaining his equipment in a clean and sanitary condition;
9. That the vehicles and equipment conform to all applicable provisions of this chapter;
10. Such other facts or information as the City Manager or the City Council may require.

Sec. 8.24.140 Bonding of Contractor or Grantee.

Before entering into a contract or franchise under the provisions of this chapter, the Council shall require the contractor or grantee as a condition to the contract or franchise to post with the City Clerk, a cash bond or surety bond in an amount determined by the Council and furnished by a corporate surety authorized to do business in the State of California, payable to the City of Chula Vista. The bond shall be conditioned upon the full and faithful performance by the collector of his obligations under the applicable provisions of this Chapter and shall be kept in full force and effect by the collector throughout the life of the permit and all renewals thereof.

Sec. 8.24.150 Indemnification and Hold Harmless.

The contractor will indemnify, hold harmless, and exempt the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract or franchise arising out of any willful or negligent act or omission of the contractor or grantee, its officers, agents, and employees.

Sec. 8.24.160 Operating Standards.

1. Vehicle Specifications: All truck bodies will be specifically designed and manufactured for mechanized refuse collection, completely enclosed, all-metal,

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watertight and capable of withstanding internal fires. The contractor or grantee shall clean and wash all trucks at least once each week and shall otherwise keep them clean, neat and in a sanitary condition at all times. The contractor or grantee shall paint his name and telephone number on the side of each truck and on all drop bodies and similar equipment in letters not smaller than 4" high or use a decal approved by the City Council. The equipment of contractor or grantee shall be subject to City inspection and approval at any time.

2. Refuse Collection - Spillage: Contractor or grantee shall exercise all reasonable care and diligence in collecting solid waste so as to prevent spilling, scattering or dropping refuse, and shall immediately, at the time of occurrence, clean up any spillage.
3. Refuse Disposal: Contractor or grantee shall dispose of collected wastes, at contractor's or grantee's expense, at an authorized landfill or transfer station, in accordance with all state and local laws and regulations.
4. Equipment Required: Each vehicle of the contractor or grantee shall at all times have in the cab, the registration of the truck, certificate of insurance card and an identification card with the name of whom to telephone in case of an accident. Each vehicle shall also be equipped with a five-pound fire extinguisher certified by the California State Fire Marshal, as well as a two-way radio.
5. Truck Inspection: All of the contractor's or grantee's equipment shall be inspected at the discretion of the City Manager or any other appropriate agency at the point of operation.
6. Contractor's or Grantee's Employees: The contractor or grantee must guarantee a top quality service by industry standards; competent, qualified, sober and uniformed personnel who serve the public in a courteous, helpful and impartial manner. The City may, at its option, require fingerprinting of the contractor's or grantee's employees whose service will cause them to enter onto or work in close proximity to private property. The contractor

or grantee shall be required to hire employees without regard to race, religion, color, national origin, sex, political affiliation, or any other nonmerit factor. Any employee driving contractor's or grantee's vehicles shall at all times have in his possession a valid and appropriate vehicle operator's license issued by the State of California. The contractor or grantee and his employees shall be required to wear clean clothing of a uniform type when engaged in refuse collection service on public streets.

7. Hours of Collection: The contractor or grantee shall not collect garbage or rubbish within a residential area between the hours of 6:00 p.m. and 6:00 a.m. With prior permission of the City Manager, this time frame may be modified.

8. Inquiries and Complaints:

- a. The contractor or grantee shall provide a full-time local manager with toll free telephone service from the entire City of Chula Vista. Telephones will be attended by competent personnel from 8:00 a.m. to 5:00 p.m. on regular workdays, 8:00 a.m. to 12:00 noon on Saturdays, and an answering service provided afterhours, weekends, and holidays.
- b. Contractor or grantee will investigate and resolve within 48 hours all complaints received directly or through City staff. The contractor will establish a formal and auditable complaint procedure. Upon request, the City will be provided details of any complaints, including the resolution thereof.

Sec. 8.24.170 Franchise Fee.

The contractor or grantee shall be required to remit monthly to the City an amount equal to 4.5% of all monies collected for refuse service.

Sec. 8.24.180 Payment of Collection Charges.

The Council finds and determines that the regular collection of garbage and rubbish and the disposal thereof by the contract agent of the City from all places in the City is a service to the premises from which it is collected. All owners or occupants as set forth hereinabove having the responsibility for keeping the premises clean and sanitary shall pay the monthly collection rate as set forth in the contract schedule contained in the resolution approved by the City. No person shall wilfully fail, neglect, or refuse, after demand by contract agent, to pay the fees as prescribed in the schedule contained in said resolution. The amount of such charges or rates shall be fixed and changed from time to time by the City Council.

The contractor or grantee will provide the billing and be totally responsible for the collection of payments. Residential customers shall not be billed more than three months in advance. Service shut off for nonpayment shall not be instituted before thirty days after initial billing and after sufficient notification. Commercial billing shall be monthly in arrears of service.

Sec. 8.24.200 Interference with Collection and Scavenging Prohibited When.

It is unlawful for any person or persons other than the contract agent as defined herein and authorized by the City to collect garbage, rubbish, trash and other refuse, to interfere in any manner with any receptacle whether owned by private persons or by the contract agent, containing garbage, trash, rubbish or the contents thereof or to remove any such receptacle from the location where the same was placed by the owner thereof or to remove the contents of any such receptacle except that any person, firm or corporation producing table refuse or other form of garbage may sell, give or otherwise dispose of the same in such manner as he or it may desire; provided, that any table refuse or garbage handled, conveyed or otherwise treated by any person other than an employee of the contract agent of the City, shall be handled, conveyed or otherwise disposed of in a manner strictly in accordance with the rules and regula-

tions of the County Health Department. Any person, firm or corporation may also sell, give or otherwise dispose of trash or rubbish in such containers in such manner as it may desire provided that all laws relating to litter shall be strictly observed.

Sec. 8.24.210 Littering - By Private Persons
Prohibited Where.

No person or persons shall leave, discard, deposit, throw away or cause to be left, discarded, deposited or thrown away, any container of any type material waste, food, paper, wood, trash or any refuse upon any street, alley, gutter, sidewalk, parkway, park, or recreational area in the City.

Sec. 8.24.220 Littering - By Corporations or Persons
Prohibited Where.

It shall be and it is declared to be unlawful for any person, firm, company or corporation to deposit upon any sidewalk, or street within the city any sweepings from any sidewalk, stairway or other opening leading to the street or sidewalk. All such sweepings or material from any sidewalk or any other opening leading to the street or sidewalk within the city shall be removed in a pan, shovel or other container and placed in a receptacle for rubbish.

Sec. 8.24.230 Owner or Occupant Duty to Keep Sidewalks
Free of Litter.

It shall be the duty of all owners and occupants of buildings in the City and the duty of all owners of vacant lots in the City to keep the sidewalks adjacent to such premises clean and free of any container of any type of material, waste, food, paper, wood, trash or any refuse, and all noxious weeds and vegetation.

Sec. 8.24.240 Renewal of Contract or Franchise.

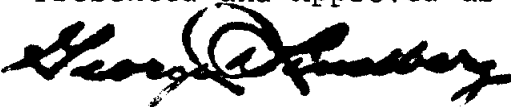
Where a contract or franchise has been entered into between the City and an operator and the operator has satisfactorily performed under such contract or franchise, the City Council, pursuant to Section 4250 of the Health and Safety Code of the State of California, without inviting bids or proposals therefor, may, either prior to or after the expiration of such contract, extend or renew the same upon the same conditions or such other conditions as the City Council may provide. The City Council shall, however, whether considering a contract or a franchise follow the procedures established by Article XII of the Charter for notice and hearing.

Sec. 8.24.250 Severability.

If any section, subsection, sentence, clause, or phrase of this Article is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The City Council of the City of Chula Vista hereby declares that it would have passed this Article and each section, subsection, clause, and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional, and would have passed and adopted the same even though any parts, sections, subsections, sentences, clauses or phrases that may be held invalid had been omitted therefrom.

SECTION II: This ordinance shall take effect and be in full force on the thirty-first day from and after its adoption.

Presented and Approved as to form by



George D. Lindberg, City Attorney

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FIRST READ AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CHULA VISTA, CALIFORNIA, HELD June 15, 1982, AND FINALLY PASSED AND ADOPTED AT A REGULAR MEETING THEREOF HELD June 22, ~~1982~~, by the following vote, to-wit:

AYES: Councilmen : McCandliss, Malcolm, Moore
NAYES: Councilmen : None
ABSTAIN: Councilmen : None
ABSENT: Councilmen : Scott, Cox

Malcolm Moore
MAYOR PRO TEMPORE

ATTEST *Jennie M. Fulasz*
City Clerk

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
CITY OF CHULA VISTA)

I, JENNIE M. FULASZ, CMC, CITY CLERK of the City of Chula Vista, California, DO HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 1988, and that the same has not been amended or repealed.

DATED _____

(seal)

City Clerk

to remain in or upon any premises owned or occupied by him or under his care and control except as otherwise provided by law. It shall be the responsibility of such person to provide for scheduled garbage, rubbish, or refuse collection by means of the services of the contract or franchise agent. It shall be mandatory for each such person to utilize such service and to pay the collection charge established by the City of Chula Vista for such service.

The proposed ordinance would require all citizens of the City of Chula Vista to equally bear the burden of the protection of the public health and safety through compliance with the collection process offered by the authorized agent of the City of Chula Vista.

Presented by and Approved as to form by

George D. Lindberg, City Attorney

ORDINANCE 1988

AN ORDINANCE OF THE CITY OF CHULA VISTA AMENDING CHAPTER 8.24 OF THE CHULA VISTA MUNICIPAL CODE RELATING TO THE COLLECTION AND DISPOSAL OF GARBAGE AND LITTER IN THE CITY


By a unanimous vote of those present (Mayor Cox and Councilman Scott were absent), the City Council, on June 22, 1982, approved placing the ordinance on its second reading and adoption.

Generally, the ordinance renews the franchise with the Chula Vista Sanitary Service; provides for a 10-year term of the contract; present rate structure be retained; proposal to raise the fee from 2% to 4.5%; and a provision for mandatory trash pick-up for all premises.

The ordinance sets the date for the public hearing on this matter for Tuesday, July 13, 1982 at 7:00 p.m. in the Council Chamber, Public Services Building, 276 Fourth Avenue, Chula Vista.

Copies of the ordinance are available at the office of the City Clerk, City Hall, 276 Fourth Avenue, Chula Vista, CA.

Dated: June 24, 1982


City Clerk
City of Chula Vista, California