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**CITY OF CLAYTON BOARD OF ALDERMEN**  
**SPECIAL SESSION – 5:00 P.M.**  
**FRIDAY, SEPTEMBER 29, 2023**  
**VIRTUALLY (VIA ZOOM)**

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1. Ordinance - First Amendment to the Multi-Family Waste Management Contract Between the City of Clayton, Missouri and Allied Services, LLC. (Bill No. 6987)
2. Ordinance - Amending Article I Collection Service and Regulations and Article II Recycling of Chapter 235 Garbage and Trash of the Municipal Code. (Bill No. 6986)

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
**DATE:** SEPTEMBER 29, 2023  
**SUBJECT:** ORDINANCE APPROVING THE FIRST AMENDMENT TO THE MULTI-FAMILY WASTE MANAGEMENT CONTRACT BETWEEN THE CITY OF CLAYTON, MISSOURI AND ALLIED SERVICES, LLC.

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The City of Clayton entered into a contract with Allied Services, LLC dba Republic Services of Bridgeton for multi-family waste collection on May 31, 2023. The services provided through the contract will begin on October 1, 2023.

The attached ordinance would amend the contract to remove certain multi-family buildings from the City's contract for service provision with Republic Services. Multi-family buildings excluded from the contract are those with 25 or more units that are located in the Central Business District or on a major arterial roadway.

The amended agreement also includes a provision for a transition period, during which Republic Services will provide waste collection services to the excluded buildings until the later of November 1, 2023, or such time that the building has entered into a private contract for waste collection services. The City will pay Republic Services a transition fee of \$60,000 to cover services provided during the transition period and to address any impacts this amendment may have on the contractor's expected revenue.

The amendment also recognizes that there are multi-family properties within the City that may have private disposal contracts in effect prior October 1, 2023. The City and Republic Services will not interfere with those existing contracts.

Finally, the City will provide notice to all known waste collection companies in the area to notify them of its intent to provide solid waste collection services through a single hauler, per Section 260.247 of the Revised Statutes of the State of Missouri.

**STAFF RECOMMENDATION:** To approve the First Amendment to the Multi-Family Waste Management Contract between the City of Clayton, Missouri and Allied Services, LLC.

**BILL NO. 6987**

**ORDINANCE NO. \_\_\_\_\_**

**ORDINANCE APPROVING THE FIRST AMENDMENT TO THE MULTI-FAMILY WASTE MANAGEMENT CONTRACT BETWEEN THE CITY OF CLAYTON, MISSOURI AND ALLIED SERVICES, LLC. d/b/a REPUBLIC SERVICES OF BRIDGETON**

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**WHEREAS**, the City of Clayton, Missouri, (“**City**”) and Allied Services, LLC., d/b/a Republic Services of Bridgeton (“**Contractor**”) previously entered into a Multi-Family Waste Management Contract dated May 31, 2023, and approved by the City’s Board of Aldermen by the passage of Bill NO. 6975, Ordinance NO. 6836 on May 9, 2023 (“**Contract**”); and

**WHEREAS**, City desires to make changes within the general scope of the Contract by altering, adding to or deducting from the Work to be performed by Contractor; and

**WHEREAS**, the parties agree that the amendment and change in the Contract are mutually agreed upon; and

**WHEREAS**, the multi-family properties hereinafter referenced are all located in or adjacent to the Central Business District of the City or on a heavily-travelled arterial roadway, and share common characteristics by reason of their commercial traffic environment and by having a large number of dwelling units per building, thereby generating per-site waste volumes more akin to commercial properties than the majority of the City’s multi-family dwellings, which are located in buildings with fewer than 20 units; and

**WHEREAS**, the parties now wish to amend the Contract to revise the general scope of Contract by deducting from the Work required by Contractor as stated in the amendment;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:**

Section 1. The Board of Aldermen approves on behalf of the City the First Amendment to the Multi-Family Waste Management Contract between the City of Clayton, Missouri and Allied Services, LLC d/b/a Republic Services of Bridgeton in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed this 29<sup>th</sup> day of September 2023.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

FIRST AMENDMENT  
TO THE  
MULTI-FAMILY WASTE MANAGEMENT CONTRACT  
BETWEEN  
THE CITY OF CLAYTON, MISSOURI  
AND  
ALLIED SERVICES, LLC, d/b/a REPUBLIC SERVICES OF BRIDGETON

**WHEREAS**, the City of Clayton, Missouri, ("**City**") and Allied Services, LLC., d/b/a Republic Services of Bridgeton ("**Contractor**") previously entered into a Multi-Family Waste Management Contract dated May 31, 2023, and approved by the City's Board of Aldermen by the passage of Bill NO. 6975, Ordinance NO. 6836 on May 9, 2023 ("**Contract**"); and

**WHEREAS**, City desires to make changes within the general scope of the Contract by altering, adding to or deducting from the Work to be performed by Contractor; and

**WHEREAS**, the parties agree that the amendment and change in the Contract are mutually agreed upon; and

**WHEREAS**, the multi-family properties hereinafter referenced are all located in or adjacent to the Central Business District of the City or on a heavily-travelled arterial roadway, and share common characteristics by reason of their commercial traffic environment and by having a large number of dwelling units per building, thereby generating per-site waste volumes more akin to commercial properties than the majority of the City's multi-family dwellings, which are located in buildings with fewer than 20 units; and

**WHEREAS**, the parties now wish to amend the Contract to revise the general scope of Contract by deducting from the Work required by Contractor as hereinafter provided;

**NOW, THEREFORE**, it is hereby agreed by and between the City and the Contractor, for and in consideration of the mutual covenants and promises hereinafter set forth herein and the consideration to be paid to Contractor pursuant to the Contract and this Amendment as hereinafter set forth, the sufficiency of which consideration is hereby acknowledged by both parties, as follows:

1. Anything in the Contract and any of the Contract Documents to the contrary notwithstanding, buildings having more than twenty-five (25) dwelling units and (a) located in the City's Central Business District (as

hereinafter defined), or (b) having frontage on Brentwood Boulevard, Clayton Road or Hanley Road ("**Excluded Properties**") shall be treated by the City and the Contractor for purposes of waste management services as commercial properties and excluded from Multi-Family Residential Waste Management services required by Contractor pursuant to the Contract.

1.1. For purposes of this Amendment, the City's "Central Business District" shall be defined as an area bounded as follows: Beginning at the intersection between the east most City limits and Forest Park Parkway, then west along Forest Park Parkway, then north along Brentwood Boulevard, then west along Forsyth Boulevard, then west behind the south property lines of the parcels on the south side of Maryland Avenue to the west most City limits, then north along the west most City limits, then east along the north property lines of parcels on the north side of Maryland Avenue to Hanley Road, then south along Hanley to the alley just north of Forsyth Boulevard, then along the alley to the east most City limits, then south along the east most City limits to Forest Park Parkway

2. Contractor shall not be required to provide services to the Excluded Properties pursuant to the Contract from and after the earlier of: (a) November 1, 2023, or (b) as to individual Excluded Properties, the date of execution of a contract between that Excluded Property and a waste hauler engaged by the Excluded Property to provide waste collection services to the Excluded Property (the period between October 1, 2023, and the time when Contractor is relieved of its obligation to serve the each Excluded Property being the "**Transition Period**"). During the Transition Period, and in order to address the City's public health and safety concerns for qualified service while Excluded Property Owners assess, select and engage qualified service providers, Contractor will extend the services it had been providing to any Excluded Property under the arrangements between Contractor and City that were in force prior to October 1, 2023. In lieu of any fees payable to Contractor by the City pursuant to the Contract between Contractor and City, and in order to address Contractor's revenue concerns by agreeing to the removal of the Excluded Properties from the scope of the Contract, City will pay Contractor a one-time **Transition Fee** of Sixty Thousand Dollars (\$60,000) on or before November 1, 2023, in full and final satisfaction of any and all claims by Contractor for Transition Period services to Excluded Properties and Contractor's agreement to this Amendment.

3. Owners of Excluded Properties are responsible for seeing to the proper storage, collection and disposal of waste materials generated on such properties in accord with all governing regulations. Owners of Excluded Properties are free to contract with any licensed waste hauler for waste

management services on prices agreed to by the owners and service providers without regard to the prices specified in the Contract.

4. Contractor may solicit agreements to service the Excluded Buildings at any price agreed to by the property owners and Contractor without regard to the prices bid by Contractor as specified in the Contract.

5. The parties also acknowledge that Sec. 260.247, RSMo. 2016, provides that a municipality such as City shall not commence solid waste collection services pursuant to a contract such as this Contract with Contractor in an area where the collection of solid waste is currently being provided by one or more private entities meeting the criteria specified in Sec. 260.247 for at least two years from the effective date of notice that the city intends to expand its solid waste collection service regime into the area, unless the city contracts with the private entity or entities to continue such services for that period. The parties also acknowledge that Article I, Section 10 of the United States Constitution provides that no political subdivision shall "pass any ... law impairing the obligation of contracts."

5.1. Except as otherwise permitted under applicable law and the terms and provisions of this Amendment, including Section 4, Contractor agrees that existing service arrangements between solid waste providers and owners of multi-family buildings in the City in force on or before October 1, 2023, ("**Existing Private Arrangements**") may continue in effect until the earlier of (a) the life of those contracts, or (b) the property owner chooses to receive service pursuant to the Contract. Contractor may solicit property owners with Existing Private Arrangements to voluntarily change to service pursuant to the Contract and acknowledges and accepts that the City will not take action to terminate Existing Private Arrangements so long as such contracts remain in force.

5.2. City agrees that it will cause notice of its intent to provide solid waste collection services to be sent to any private entities meeting the criteria specified in Sec. 260.247 who are known by City to provide solid waste collection services to multi-family buildings in the City no later than October 15, 2023, to start the two-year incumbent protection period required by the statute.

6. Except as revised herein, all other terms, conditions, specifications, rights and obligations of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Amendment:

CITY OF CLAYTON, MISSOURI

By: \_\_\_\_\_  
City Manager Date

ATTEST:

By: \_\_\_\_\_ [Seal]  
City Clerk

CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_ [Seal]



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
**DATE:** SEPTEMBER 29, 2023  
**SUBJECT:** ORDINANCE AMENDING ARTICLE I COLLECTION SERVICE AND REGULATIONS AND ARTICLE II RECYCLING OF CHAPTER 235 GARBAGE AND TRASH OF THE MUNICIPAL CODE OF THE CITY OF CLAYTON

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The City of Clayton's Municipal Code provisions related to solid waste and recycling were first adopted in 1947 and recodified in 1970. Specific sections were later amended to reflect the waste collection practices and contracts in place at that time.

The City of Clayton has contracted with Republic Services for the collection and disposal of solid waste, recycling, yard waste and compost from single-family and multi-family properties. The new contracts that go into effect on October 1, 2023, change waste collection service from City-funded to resident-billed.

Staff recommends updating provisions of the current City Code to align with the new waste management contracts, as well as the first amendment to the Multi-Family Waste Management Contract with Republic Services. The proposed ordinance will take effect on October 1, 2023, along with the new contracts. The required changes include the elimination of a current provision that allows private disposal contracts for residential customers. The City will not interfere with any private contracts established before the effective date of this proposed ordinance and certain large multi-family buildings will now be treated like commercial properties. The City is also taking this opportunity to update the Code sections to provide enhanced regulatory clarity and align the regulations with current practices.

**Recommended Action:** To approve an Ordinance amending Article I Collection Service and Regulations and Article II Recycling of Chapter 235 Garbage and Trash of the Municipal Code.



BILL NO. 6986

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ARTICLE I COLLECTION SERVICE AND REGULATIONS AND ARTICLE II RECYCLING OF CHAPTER 235 GARBAGE AND TRASH OF THE MUNICIPAL CODE OF THE CITY OF CLAYTON**

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**WHEREAS**, regulating the manner and means of storage, collection, transportation and disposal of waste materials throughout the community is a fundamental public health function of the City; and

**WHEREAS**, establishing uniformity of service standards, accountability of service providers, and coordination of service activities for all properties in the City is critical to the health and safety of each resident of the City; and

**WHEREAS**, the City has entered into agreements for the collection, handling and disposal of waste materials and recycling at single-family and multi-family properties that take effect on October 1, 2023; and

**WHEREAS**, the waste management program necessitates certain revisions to Chapter 235, the majority of which are over 50 years old and no longer reflect current standards for the storage, collection, transportation and disposal of waste materials.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:**

Section 1. Sections 235.010 through 235.310 and Articles I and II of Chapter 235 of Title II of the Code of Ordinances of the City of Clayton, Missouri, are hereby repealed and eleven new Sections, initially to be designated as Sections 235.010 through 235.100, comprising Article I, and Section 235.310, comprising Article II, are hereby enacted in lieu thereof, to read as follows:

**ARTICLE I Collection Service and Regulations.<sup>1</sup>**

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<sup>1</sup> (Revision Note: This Article was repealed and substantially rewritten by [this ordinance] adopted by the Board of Aldermen on[Date of Passage], 2023. Prior to repeal, Article I established a policy and practice for the City to provide all solid waste collection services to residences in the City, and included Section 235.120 which provided: "It shall not be mandatory for householders, business establishments and private or public institutions to use the City's refuse disposal service but at their discretion they may have this work performed at their own expense by entering into a contract with any private refuse collector who is licensed in this City." In recognition of the fact that this option was available as a matter of law when the City solicited bids for residential services in the spring of 2023, and was governing law when a contract for residential waste management services was entered into in May 2023, and out of deference to the fundamental principle that laws may not impair the obligations of private contracts, and in conformity with certain protection afforded to current private waste collection entities by Sec. 260.247, RSMo. 2016, the City will not interfere with contracts entered into between residential customers in Clayton and private refuse collectors on or before October 1, 2023, and will exempt those residences from the requirement in this Chapter to use the City Refuse Collector for residential waste services, provided copies of such contracts are registered with the Director of Public Works on or before October 10, 2023.

**Section 235.010 Definitions.**

For the purposes of this Chapter, the following terms shall be deemed to have the meanings indicated below:

**BULK RUBBISH**

Any solid waste which is of a size too large to be stored in the specified disposable solid waste container.

**BUSINESS OR COMMERCIAL ESTABLISHMENT**

Any premises, or portion thereof, occupied for purposes other than one or more dwelling units.

**CITY REFUSE COLLECTOR**

Any person under contract with the City for the collection, removal and final disposition of Solid Waste, Recyclable Materials, Garbage or rubbish from all multiple, single family and two family dwellings within the City under the direction and supervision of the Director of Public Works.

**COLLECTION**

Removal and transportation of solid waste from its place of storage to its place of processing or disposal.

**DEMOLITION OR CONSTRUCTION WASTE**

Waste materials from the construction or destruction of residential, industrial or commercial structures.

**DISPOSABLE SOLID WASTE CONTAINER**

Disposable plastic or paper sacks with a capacity of twenty (20) to thirty-five (35) gallons specifically designed for storage of solid waste.

**DWELLING, MULTIPLE**

A building or portion thereof designed and used for occupancy by three (3) or more families each in a separate dwelling unit (See: Sec. 405.390 of this Code of Ordinances).

**DWELLING, SINGLE-FAMILY**

A building designed and used for occupancy by one (1) family (See: Sec. 405.390 of this Code of Ordinances).

**DWELLING, TWO-FAMILY**

A building containing two (2) separate dwelling units designed and used for occupancy by two (2) families (See: Sec. 405.390 of this Code of Ordinances) .

**DWELLING UNIT**

A single unit providing complete, independent living facilities occupied by or intended to be occupied as separate living unit by a single family (as defined in Sec 405.390 of this Code of Ordinances), including permanent provisions for living, sleeping, eating, cooking and sanitation (See: Sec. 405.390 of this Code of Ordinances).

**EXCLUDED MULTIPLE DWELLING BUILDING**

A multiple dwelling building having more than twenty-five dwelling units in a single building located in or adjacent to the central business district of the city or on a heavily-travelled arterial roadway as further specified in this Article.

**GARBAGE**

All semi-solid and solid food wastes derived from and during the procurement, storage, processing, sale, cooking, serving and consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by householders, business establishments or public or private institutions for the refreshment or sustenance of human beings or animals. The term "garbage", as used in this Article, shall not include dead animals, liquid wastes or the wastes resulting from the operation of slaughterhouses and packing plants or from the processing of hides or other animal parts.

**HAZARDOUS WASTE**

Any waste or combination of wastes, as determined by the Missouri Hazardous Waste Management Commission by rules and regulations, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or pose a present or potential threat to the health of humans or other living organisms (Subsection 260.360(11) of the Missouri Hazardous Waste Management Law).

**NON-RESIDENTIAL**

Business, commercial, institutional properties and excluded multiple dwelling buildings.

**OCCUPANT**

Any person who, alone or jointly or severally with others, shall be in actual possession of any dwelling unit or of any other improved real property, either as owner or as tenant.

**PRIVATE REFUSE COLLECTOR**

Any person licensed by the City for the collection, removal and final disposition of garbage or rubbish from properties within the City under the direction and supervision of the Director of Public Works.

**PROCESSING**

Incinerating, composting, baling, shredding, salvaging, compacting and other processes whereby solid waste characteristics are modified or solid waste quantity is reduced.

**RECYCLABLE MATERIAL**

Newsprint; brown, clear and green glass containers; aluminum and metal cans; plastic milk jugs and plastic soda bottles, all rinsed and reasonably free of food, dirt and other contaminants. Also included as a recyclable is any other material that the City and collector may hereafter mutually agree to collect as a recyclable. For the purpose of this Section, recyclables shall not include other solid waste or bulk rubbish as defined in this Chapter.

**REFUSE COLLECTOR**

Includes both the City Refuse Collector and Private Refuse Collectors.

**RESIDENTIAL**

Property or structure containing one or more dwelling units.

**SOLID WASTE**

All useless, rejected and cast off matter, except as herein provided, which is produced by or accumulated in households, including packaging, hard cover books, tin ware and other metallic items and materials, glassware, crockery, dishes and parts of furniture, fixtures and other household

equipment of such weight (60 pounds or less), dimension, size and shape that they can be handled by one person, semi-solid and solid waste derived from and during the procurement, storage, processing, cooking, or consumption of food materials of animal, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals.

Solid waste does not include dead animals or animal parts or, and all other household hazardous waste such as wet paint, pesticides, strong cleaning agents, tires, auto batteries, and combustibles of any kind. Solid waste shall not include: ashes stored in ash pits, parts of trees, bushes, and soil, mortar plaster, concrete, bricks, stone, gravel, sand and all wasted or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structure, walls roofs, roads streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one person for removal; provided however, that debris resulting from remodeling, repair or reconstruction of any building may be removed if properly placed in acceptable containers not heavier than 60 pounds.

**SOLID WASTE CONTAINER**

A receptacle used by any person to store solid waste during the interval between solid waste collections.

**SOLID WASTE DISPOSAL**

The process of discarding or getting rid of unwanted material in a manner consistent with all applicable environmental and public health standards.

**SOLID WASTE MANAGEMENT**

The entire solid waste system of storage, collection, transportation, processing and disposal.

**STORAGE**

The containment of solid wastes in individual containers at residential units or commercial establishments.

**YARD WASTES**

Leaves, grass clippings, yard and garden vegetation and Christmas trees. The term does not include stumps, roots or shrubs with intact root balls.

**Section 235.020 Solid Waste Storage.**

A. Solid Waste Storage Containers. The owner and occupant of every dwelling unit and of every business or commercial establishment producing solid waste within the corporate limits of the City of Clayton shall provide sufficient and adequate containers for the storage of all solid waste, except bulky rubbish and demolition and construction waste, to serve each such dwelling unit and/or establishment and maintain such solid waste containers in good repair at all times.

B. Duty to Use Containers. The occupant of every dwelling unit and of every business or commercial establishment shall place all solid waste to be collected in proper solid waste containers, except as otherwise provided herein, and shall maintain such solid waste containers and the area surrounding them in a clean, neat and sanitary condition at all times.

C. Single-Family and Two-Family Residential Containers. Residential solid waste at single-family and two-family dwelling units shall be stored in containers of not more than ninety-five (95) gallons in nominal capacity. Resident-supplied containers shall not be less than 20 gallons and not more

than 32 gallons and not weigh more than 60 lbs. unless it is a wheeled container approved by the Director of Public Works. They shall be made of metal, hard plastic or a similar material. Containers shall be leak-proof, water-proof and fitted with a fly-tight lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof.

D. Business, Commercial and Multi-Dwelling Containers. Business, commercial and multiple dwelling solid waste shall be stored in solid waste containers or dumpsters as approved by the Director of Public Works or the Director's designee. All containers, recycling containers, dumpsters or other containers of any description shall be waterproof, leakproof and shall be covered at all times except when depositing waste material therein or removing the contents thereof.

E. Location of Containers On All Residential Properties.

1. Location Generally. All solid waste, recyclable material, compost, and yard waste which is accumulated in the City and offered for disposal shall be collected from the rear of the premises. Waste containers and items of refuse which are too large for placement in containers shall be kept at all times at a point on the premises which is not visible from the street. The occupant of single family and two-family dwelling units, and the person who is responsible for the proper storage of refuse on the multiple dwelling facilities, and the collector serving them shall confer and shall designate a collection point at which prior to 7:00 A.M. on collection days all the containers and items of refuse which are to be removed from the premises shall be placed.

2. Location As To Alleys Or Building Where No Alley. If the premises do not abut an alley and the premises must be served from the street, the designated collection point shall be as close to the rear line of the building as possible and at a place which is easily accessible to the collector. If the premises are accessible from an alley, the designated collection point shall be at a point of the rear boundary of the premises which is easily accessible to the collector from the alley and which is agreeable to all concerned.

3. Placement On Collection Days—No Collection Inside Building. On collection days all refuse containers and items of refuse shall be placed at the designated collection point. The City Refuse Collector shall not be required to collect refuse from the inside of buildings.

4. Placing Ineligible Refuse. When waste containers contain both eligible solid waste and other items, the City Refuse Collector shall not be obligated to collect and remove their contents. When such violation occurs, the City Refuse Collector shall report it to the person concerned and the Director of Public Works. In case of controversy as to the eligibility or ineligibility of refuse, the decision of the Director of Public Works shall be final.

F. Screening and Enclosures On All Properties. Solid waste containers, recycling containers or dumpsters and collection points for all waste materials shall be enclosed in accord with any applicable requirements of the City Code with the Architectural Review Guidelines adopted by the City.

G. Yard Wastes. The collection of residential yard waste in the City shall be provided by the City Refuse Collector authorized and licensed by the City. Yard waste shall be collected in recyclable bags, containers, or reusable containers. Yard wastes shall be stored in containers so constructed and maintained as to prevent the dispersal of wastes placed therein upon the premises served, upon adjacent premises or upon any public right-of-way. Tree limbs and brush shall be securely tied in bundles not larger than forty-eight (48) inches long and twenty-four (24) inches in diameter when not placed in storage containers.

H. Unapproved Containers. The Director of Public Works or the Director's designee will issue a written warning to any occupant using an unapproved container for storing solid waste. The occupant will have seven (7) calendar days to discontinue the use of unapproved containers. Any use of unapproved containers after this seven (7) day period will constitute a violation of this Chapter and will be subject to the penalties as prescribed herein.

**Section 235.030 Collection of Solid Waste – Exclusion of Certain Multiple Dwelling Unit Buildings.**

A. The City shall provide for the collection of solid waste as follows:

1. Residential waste. The City shall provide for the collection of all residential solid waste in the City, and said collection service shall be provided by City Refuse Collectors authorized and licensed by the City. City-approved solid waste collection is mandatory for all dwellings.

2. Non-residential waste. It shall be the duty of any business or commercial establishment and Excluded Multiple Dwelling Buildings to provide for collection of all solid waste produced upon such premises.

3. Multiple Dwelling buildings having more than twenty-five (25) dwelling units and (a) located in the City's Central Business District (as hereinafter defined), or (b) having frontage on Brentwood Boulevard, Clayton Road or Hanley Road (Excluded Multiple Dwelling Buildings) shall be treated for purposes of waste management services and the regulations in this Chapter as non-residential properties.

3.1. For purposes of this Section, the City's "Central Business District" shall be defined as an area bounded as follows: Beginning at the intersection between the east most City limits and Forest Park Parkway, then west along Forest Park Parkway, then north along Brentwood Boulevard, then west along Forsyth Boulevard, then west behind the south property lines of the parcels on the south side of Maryland Avenue to the west most City limits, then north along the west most City limits, then east along the north property lines of parcels on the north side of Maryland Avenue to Hanley Road, then south along Hanley to the alley just north of Forsyth Boulevard, then along the alley to the east most City limits, then south along the east most City limits to Forest Park Parkway

4. Monitoring collection. The Director of Public Works or the Director's designee shall monitor performance of the solid waste management system. The City Refuse Collector shall notify the Director of Public Works, or the Director's designee, of any occupant that cancels service or has service suspended. The Director shall notify the owner and occupant, if different, in writing, that service to an occupied building must be resumed within seven (7) days or the owner and occupant will be in violation of this Chapter and subject to the penalties prescribed herein.

B. Collection Becomes Property Of Refuse Collector. All solid waste collected shall, upon being loaded into collection equipment, become the property of the refuse collector.

C. May Enter Private Property. City Refuse Collectors are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by this Chapter. City Refuse Collectors shall not enter dwelling units or other residential buildings for the purpose of collecting

residential solid waste except at the request of the property owner. Commercial solid waste may be removed from within commercial establishments with permission of the owner.

D. Collection Frequency. The following collection frequencies shall apply to collections of solid waste within the City:

1. Collection and removal of residential refuse by the City's Refuse Collector shall be made not less than once weekly and such collections shall be made on the days designated by the Director of Public Works.

2. Collections and removal of refuse by private contractors for non-residential establishments shall be made as often as deemed necessary by the Director of Public Works to prevent the development on the premises concerned of conditions which tend to create a sanitary nuisance or a hazard to the public health, welfare and safety.

3. No collections shall be made before 7:00 am or after 5:00 PM, except for collections at City owned facilities and in the Central Business District (CBD), where collection may occur between 5:30 AM to 6:30 PM. No collections shall be made from any types of premises on Sundays. The only collections permitted on Saturday are collections in the CBD, missed pick-ups, and holiday weeks.

E. Non-residential solid waste containers shall be stored upon private property unless the owner shall have been granted written permission from the City to use public property for such purposes.

**Section 235.035 License — Required — Application — Certificate — Fee — Renewal**

A. It shall be unlawful for any person to engage in the business of collecting refuse within the City without first obtaining a license to engage in such business. Persons desiring a license to conduct such business shall apply to the Director of Public Works who, upon satisfactory proof of the qualifications and fitness of the applicant and of his/her ability to comply with all of the provisions of this Chapter, shall issue a certificate of qualification. That certificate, together with a fee of ten dollars (\$10.00), shall be presented to the Director of Finance, and the applicant shall be entitled to a license to engage in the business of refuse collection. Each license shall expire on December thirty-first (31st) of the calendar year of issuance and may be renewed thereafter annually upon payment of said fee of ten dollars (\$10.00) to the Director of Finance. The Director of Public Works shall have the right to direct the Director of Finance to refuse to renew any such license if he/she shall determine that the holder thereof no longer qualifies for a license under the provisions of this Article.

B. All Refuse Collectors must meet the following requirements:

1. Proper Disposal - Each Refuse Collector shall submit a comprehensive list of all landfills and yard waste / compostable material offload sites to be utilized; and contingency plans in the event such landfills and yard waste / compostable material offload sites shall be closed. Each Refuse Collector shall submit a commitment from the landfills and yard waste / compostable material offload sites that sufficient capacity exists for the disposal of the City's solid waste for the licensed period. All landfills and yard waste / compostable material offload sites used by Refuse Collectors must be approved and/or permitted by the applicable federal, state and local authorities. Recyclables must be taken directly to a licensed recycling facility.

2. Accidents – Each Refuse Collector shall retain full responsibility for all claims of damage to private property caused by the Refuse Collector or its employees. The City may require a written explanation of the circumstances, results of any investigation and disposition of claims. Each Refuse Collector shall notify claimants in writing of the disposition of the claim within ten (10) working days. If a Refuse Collector assumes responsibility for the damages, the notification shall include a date by which the remedial action shall be completed. If a Refuse Collector denies responsibility for the damages, the written notification must include options available to the claimant to appeal the decision. These options may be internal appeals within the company or external legal remedies.
3. Employee Behavior – All persons employed by a Refuse Collector shall be competent, skilled and qualified in the performance of the work to which they are assigned.
4. Training of Employees – All employees used in the field, including drivers and helpers, shall be fully qualified and thoroughly instructed by their supervisors as to their duties, methods of performing them and shall receive adequate training.
5. Scavenging - There will be no scavenging by a Refuse Collector or their authorized personnel.
6. Collection Vehicles - Each Refuse Collector shall furnish the necessary vehicles for the collection of solid waste, yard waste / compostable material, and recyclables in leakproof vehicles provided with tops or coverings to guard against spillage and conceal contents from view; vehicles shall be kept covered or closed at all times except when being loaded or unloaded. Where such vehicles exist and are readily available, a Refuse Collector shall use collection vehicles that operate on compressed natural gas (CNG), excluding yard waste trucks.
7. Cleanliness - In the handling and collection of solid waste, yard waste / compostable material, and recyclables, each Refuse Collector and its employees shall ensure the solid waste, yard waste / compostable material, and recyclables, do not become scattered on any public or private place, regardless of the weather conditions; and, after each collection, leave the premises in a neat and clean condition. Each Refuse Collector shall replace any receptacle, can or lid damaged by its employees. Refuse Collectors will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck within the City limits. In addition, Refuse Collectors will not be allowed to store containers of any kind in common areas or in the City right-of-way.
8. Customer Service Center - Refuse Collectors will operate and maintain a Customer Service Center (CSC) that is available at least between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.
9. Records - Each Refuse Collector shall submit accurate monthly records of the total volumes or weights of each category of solid waste, yard waste /compostable material, and recyclables collected within the City by the fourteenth (14th) calendar day of the following month. The recyclable tonnage documentation required must be submitted by their Material Recovery Facility (MRF) in the form of a “Point of origin Report.” This report must be sent directly from the MRF to the Department of Public Works and a copy to the Private Refuse Collector.



10. Insurance - Each Refuse Collector shall provide a certificate of insurance which shall demonstrate that the Refuse Collector carries at least general liability insurance coverage and professional liability insurance coverage in amounts at least equivalent to the limits established by the State of Missouri for sovereign immunity protection and in no case shall be less than \$3,000,000 combined single limit coverage. The insurance shall be maintained in force during the term of the license.

**Section 235.040 Transportation of Solid Waste.**

A. Collection Vehicles. All collection vehicles shall be maintained in a safe, clean and sanitary condition and shall be so constructed, maintained and operated as to prevent spillage of solid waste therefrom. All vehicles to be used for collection of solid waste shall be constructed with watertight bodies and with covers which shall be an integral part of the vehicle or shall be a separate cover of suitable material with fasteners designed to secure all sides of the cover to the vehicle and shall be secured whenever the vehicle is transporting solid waste or, as an alternate, the entire bodies thereof shall be enclosed with only loading hoppers exposed. No solid waste shall be transported in the loading hoppers.

B. Earth and Rock From Excavation. All such material shall be conveyed in tight vehicles, trucks or receptacles so constructed and maintained that none of the material being transported shall spill upon the public rights-of-way.

C. Transportation and disposal of demolition and construction wastes shall be in accordance with this Section.

**Section 235.050 Prohibited Practices.**

A. It shall be unlawful for any person to:

1. Deposit solid waste in any solid waste container other than their own without the written consent of the owner of such container and/or with the intent of avoiding payment of the service charge provided for solid waste collection and disposal.
2. Interfere in any manner with solid waste collection equipment or with solid waste collectors in the lawful performance of their duties as such.
3. Burn solid waste.
4. Dispose of solid waste or hazardous waste at any facility or location which is not approved by the Missouri Department of Natural Resources.
5. Enter into the business of collecting, transporting, processing or disposing of residential solid waste without a City approved contract for City Refuse Collector services.

**Section 235.060 Responsibility of Occupant**

The occupant or person in control of any private property shall at all times maintain the premises free of litter or rubbish and shall store litter or rubbish in clean, authorized private containers for collection.

**Section 235.070 Collection and Removal Personnel**

Refuse Collectors shall conduct their operations with personnel who are capable of operating the required equipment in a safe, efficient and satisfactory manner..

**Section 235.080 Disposal Methods and Sites — Compliance With Article**

It shall be unlawful for any person or collector to dispose of refuse on his/her premises or on any other place within or beyond this City or County or in any other manner than as prescribed in this Article.

**Section 235.090 Disposal Methods and Sites — Approval — Compliance With Law**

The methods and the sites which Refuse Collectors use or uses for the final disposition of refuse collected in this City shall be subject to the approval of the Director of Public Works and shall be in full conformity with the provisions of this Article and the Statutes of the Federal, State and County Governments and the ordinances, rules and regulations which have been enacted by this City, the County or other Counties, Cities, Towns or Villages which may be affected by the refuse disposal operations of this City.

**Section 235.100 Violation**

The violation of any provision of this Article shall be deemed an ordinance violation punishable as provided in Section 100.110 of this Code of Ordinances. Each day of such violation shall constitute a separate offense.

**Article II Recycling**

**Section 235.310 Recycling Solid Waste**

A. Definitions. As used in this Section, the following terms shall have the respective meanings ascribed to them:

**COMPOSTABLES**

Yard waste such as grass clippings, leaves, vines, hedge and shrub trimmings, tree trimming and tree limbs less than one (1) inch in diameter that will fit in a lidded trash can. Tree limbs larger than one (1) inch in diameter and larger than four (4) feet are considered bulk rubbish.

**MAJOR APPLIANCES**

Washers and dryers, water heaters, trash compactors, dishwashers, microwave ovens, conventional ovens, ranges, stoves, wood stoves, air conditioners, refrigerators, freezers, dehumidifiers and humidifiers.

**RECYCLABLES**

Newsprint; brown, clear and green glass containers; aluminum and metal cans; plastic milk jugs and plastic soda bottles, all rinsed and reasonably free of food, dirt and other contaminants. Also included as a recyclable is any other material that the City and collector may hereafter mutually agree to collect as a recyclable. For the purpose of this Section, recyclables shall not include other solid waste, bulk rubbish or special waste as defined in this Chapter.

**RECYCLABLES CONTAINER**

A container furnished by the residence or City Refuse Collector for storage of recyclables.

B. Purpose. The purpose of this Section is to require mandatory separation of recyclable items to aid and promote collection thereof and disposal by means other than deposit in a sanitary landfill or by burning.

C. Separation And Storage Of Recyclables.

1. Every resident of every premise shall separate the recyclables from their respective premises from all other refuse, garbage, rubbish, waste matter, and compostables and shall store the recyclables in a recyclable container. Owners or residents of dwelling units who need recyclables containers may acquire the same from the Refuse Collector providing service to the property. If in the opinion of the Director of Public Works, adequate and sufficient recyclable containers for the storage of recyclables between the prescribed collection days are not provided, it shall be the responsibility of the property owner to arrange with the Refuse Collector for adequate recyclable containers.

2. Recyclables shall be collected at the same locations on the premises as solid wastes.

3. The deposit of unauthorized materials into a recyclables container or bin, or removal of another person's recyclables from a recyclables container or bin, or conversion of a recyclables container, or removal of a recyclables container from another person's premises for the deposit of compostables into any container containing refuse, recyclables, garbage, rubbish or waste material, shall be deemed a violation of this Section.

4. All containers for recyclables and compostables stored out of doors shall be stored behind any building located on the tract of land.

D. Separation And Storage Of Compostables.

1. Every occupant of a premises with yard waste service shall separate compostables from their respective premises from all other refuse, garbage, rubbish, waste matter and recyclables. Compostables to be collected by a Refuse Collector shall be stored in containers which are either biodegradable paper bags or a metal or plastic container not exceeding ninety-five (95) gallons. Containers for compostables must be tightly sealed to prevent nuisance odors.

2. Plastic bag containers shall not be used for compostables collection.

3. All compostables may be placed together in the same compostables container. Small limbs (no longer than four (4) feet long and less than one (1) inch in diameter) and branches may also be placed in a compostable container.

4. Compostables shall be collected at the same place and on the same collection day as recyclables.

E. Collection Of Recyclables/Compostables.

1. Collection of recyclables and compostables from dwellings shall be by a hauler duly licensed by the City. Also, such collection shall be done in compliance with all other applicable ordinances of the City, now or hereafter in effect.

2. The collection of recyclables and compostables from single family, two family or multiple dwellings by any private hauler not contracted by the City is expressly prohibited, except as provided by law and authorized by the Director of Public Works.

3. Refuse Collectors shall schedule collection of recyclables and compostables in a given locale on the same day in accordance with schedules of and routes for collection as determined by the Director of Public Works.

4. Neither the foregoing provisions of this Section nor any other provisions of this Section shall prevent any occupant from discarding that 'occupant's recyclables by personally delivering them to a centralized recycling collection site, manufacturer, or other vendor, or donating the same to non-profit civic, charitable, or service organizations.

F. Disposal Of Recyclables/Compostables.

1. Recyclables shall not, in any event:

- a. Be deposited in any landfill;
- b. Be burned in any incinerator; or
- c. Be deposited or distributed in any way or manner which is contrary to the then applicable law, Statute, ordinance, rule or regulation. Provided however, that the restrictions in (a) and (b) above shall not apply to any recyclables or compostables which are deposited in a landfill or burned pursuant to specific prior written approval granted by the City.

2. Residents shall take such action as is reasonable under the circumstances to determine that recyclables and compostables are not disposed of contrary to the provisions of this Section.

G. Ownership Of Recyclables/Compostables. All recyclable and compostable materials shall be owned by and be the responsibility of the residents of premises until they are collected by the Refuse Collector. Upon collection of the recyclable and/or compostable materials by the Refuse Collector, the recyclable and/or compostable materials, with the exception of recyclable containers and/or compostable containers which are reusable, become the property and responsibility of the Refuse Collector.

H. Care Of Recyclable Containers. Each resident shall be responsible for the cleanliness and proper care of each recyclable container in his/her possession.

I. Disposal Of Recyclables/Compostables. Refuse Collectors shall dispose of recyclables at a local recycling and/or composting facility, if available; otherwise, the Refuse Collector may sell recyclables and/or compostables to any purchaser of Collector's choosing, unless otherwise directed by the City. Collectors shall be entitled to retain the proceeds of any sale thereof.

J. Major Appliance Collection. Major appliances as defined in this Section can be picked up by the Refuse Collectors, with prior notification, for a fee as established from time to time.

Section 2. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 3. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances

upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 4. The Ordinance shall be enacted from and after its passage by the Board of Aldermen and in full force and effective on and after October 1, 2023.

**Passed by the Board of Aldermen this \_\_\_\_\_ day of September, 2023.**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk