

**CITY OF KENOSHA, WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
BULKY SOLID WASTE REMOVAL SERVICES  
PROPOSAL NOTICE # 02-24**

**INSTRUCTION TO CONTRACTORS**

**Issued: Wednesday, January 31, 2024**

The City of Kenosha, Wisconsin is seeking proposals for the provision of labor, equipment, tools, consumables, materials and other supplies for bulky solid waste removal services that are in violation of the City's Curbside Waste and Recycling Collection and Removal ordinances. All work shall be performed in strict accordance with City of Kenosha specifications, terms, conditions and Chapter V, Section 6 (5.06) of the Code of General Ordinances, see attached.

- 1.0 **DEADLINE:** Fully completed Proposals shall be sealed and will be accepted by the City of Kenosha, Wisconsin, in the Department of Finance, Municipal Office Building, Room 208, 625- 52nd Street, Kenosha, Wisconsin, until **2:30 p.m. on Wednesday, February 21, 2024**
- 2.0 **PRE-SUBMISSION CONFERENCE:** A non-mandatory pre-submission conference will be held on Tuesday, February 6, 2024, at 2:00 PM, in Room 202 of the Municipal Office Building, 625-52<sup>nd</sup> Street, Kenosha, WI, 53140. The intent of this conference is to have City staff available to answer questions and provide supplementary information on the waste removal standards and procedures covered under this RFP.
- 3.0 **FORM OF PROPOSAL:** Proposals and ancillary information must be submitted on required form(s) and returned in a sealed envelope marked with the project name. Responses received after the deadline will not be considered.  
  
Signatures and dates will be required where indicated on said forms.  
  
Any faxed proposals or other electronically communicated submission will not be accepted or considered.
- 4.0 **REFERENCES:** A minimum of three (3) relevant references should be submitted with proposal.
- 5.0 **COMPANY OVERVIEW:** All respondents shall complete and submit the Company Overview form that is included herein.
- 6.0 **STANDARDS FOR ACCEPTANCE/REJECTION:** The City of Kenosha reserves the right to award the Contract to the most qualified, responsive contractor, who will, in the City's determination, provide the highest level of professional service and response. The City also reserves the right to reject any or all responses, or to accept any portion or portions of any response(s) or to award in whole or part, whichever is the most cost-advantageous to the City of Kenosha. The City also reserves the right to reject unqualified contractors, to designate an alternate contractor to be awarded the contract should the selected contractor fail to promptly

execute the Contract, or upon being awarded a Contract, fail to properly perform contractual services on a timely basis and/or in an inefficient manner.

6.1. The City of Kenosha will evaluate proposals based upon the following factors:

- 6.1.1. Qualifications and capabilities;
- 6.1.2. Current and anticipated workload(s);
- 6.1.3. Equipment and Implement Inventories;
- 6.1.4. Evidences of requisite Insurance Coverage (Section 7.0);
- 6.1.5. Proof of Solid Waste Transporter License from Wisconsin Department of Natural Resources;
- 6.1.6. References in similar contracts and;
- 6.1.7. Cost.

7.0 **CONTRACT REQUIRED.** Contractor selected to perform said work will be required to execute a Contract and related documents on City forms as a condition of performing said work.

7.1. **INSURANCE:** Contractor prior to performing work and during the Term shall carry the insurance policies in the following minimum limits, which must be written and enforceable in accordance with the laws of the State of Wisconsin and having a minimum AM Best Financial Strength Rating of A or better with the following limits:

**a. Commercial General Liability**

- i. Bodily Injury
  - \$1,000,000.00 Each Occurrence
  - \$2,000,000.00 Aggregate

**b. Automobile Liability (owned, non-owned, leased)**

Combined Single Limit of \$1,000,000.00

**c. Worker's Compensation: Statutory Limits**

- i. Employer's Liability
  - \$100,000.00 Each Accident
  - \$100,000.00 Disease, Each Employee
  - \$500,000.00 Disease, Policy Limit

**d. Umbrella Liability**

\$2,000,000.00 over the primary insurance coverages listed above.

**e. Certificate of Insurance**

The insurance required herein must be primary and noncontributory. A Certificate of Insurance must be issued to the City. Said insurance coverage must be verified by a Certificate of Insurance issued to City, which must provide that should any of the described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder. Whenever minimum standards of the City for all insurance policies comparable to those covering Contractor's obligations hereunder are enacted which adopt or increase the minimum insurance requirements, City reserves the right to reasonably increase the minimum liability insurance requirements. Contractor must comply with said request

or be considered in material default.

**f. Additional Insured**

City of Kenosha shall be named as an additional insured with respect to coverage required by 5(a), 5(b), 5(c), and 5(d) listed above and City of Kenosha shall be provided with the endorsement certifying that City of Kenosha is an additional insured with respect to said policies.

**g. Insurance Compliance**

Each of the insurance limits listed above must be met. The City reserves the right to reject any Contract, which does not meet each of the insurance limits listed above.

**8.0 INDEMNITY AND HOLD HARMLESS:** Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any or all losses, claims, damages, costs, expenses, judgments, settlements, attorney fees and court costs which any of them may sustain or incur should any person or party suffer death, personal injury or property loss or damage as result of any act or omission of Contractor or its officers, employees, or agents, or as a result of Contractor failing to abide by terms state herein.

**9.0 INDEPENDENT CONTRACTORS, WORKERS' AND UNEMPLOYMENT COMPENSATION:** Contractor acknowledges that it is an independent contractor and that its employees and agents are not the employees of the City for purposes of Workers and Unemployment Compensation or any other purpose. Contractor shall be responsible for Workers and Unemployment Compensation with respect to its employees.

Contractor must provide all necessary labor, equipment, tools, materials and supplies necessary to carry out the obligations of the Work.

**10.0 TAX EXEMPT:** The City of Kenosha is exempt from Federal Excise Tax and State Sales Tax, proposals should be made exclusive of these taxes. Tax Exemption Registry Number and/or a Tax Exemption Certificate will be furnished to the successful Contractor.

**11.0 OFFSET:** City may withhold from any payment due and owing Contractor, an amount sufficient to cover any damages or loss, but may not be limited to property damage or loss.

**12.0 ASSIGNMENT:** Contractor shall not assign this Work to any other person or entity without the consent of the City.

**13.0 LAWS RULES AND REGULATIONS.** Services shall be performed in accordance with applicable Federal, State, and City laws, rules and regulations. Contractor must be licensed by the State of Wisconsin to haul waste.

**14.0 INQUIRIES.** Questions regarding the required scope of work should be directed to Lemuel Gomez Department of Finance at 262- 653-4186 or Brian Cater at 262-653-4156.

## SPECIFICATIONS

**1.0 Anticipated Contract Term:** The Contract term shall commence on March 5, 2024 and include all time up to and including December 31, 2024.

If mutually agreeable to both parties, this contract may be extended for an additional two years, awarded in one (1) year increments starting January 1st of the extended year to December 31st of same year.

**2.0 Standards for Service:** Bulky solid waste must be removed within twenty-four (24) hours upon receiving a service request from a Public Work Department representative. Waste collected must be hauled to and dumped at a commercial site.

The services of this RFP will be requested after the City provides the property owner a 24-hour clean-up notice for noncompliance. The anticipated volume of bulky solid waste collected will be variable throughout the year and per day. The City cannot guarantee a minimum or maximum volume of bulky solid waste per day or week; however there are typically less pickups during the winter months. During heavy periods the number of bulky solid waste pickups (5 - 25 cubic yards per pickup) can range from:

Monday - 0 to 10 properties

Tuesday - 15 to 25 properties

Wednesday - 15 to 25 properties

Thursday - 0 to 10 properties

Friday - 0 to 10 properties

Bulky Solid Waste Items include (See Definitions in the attached Ordinance):

- Bulky Solid Waste
- Major Appliances
- Recyclable Materials
- Televisions
- Waste Tire

Items not considered Bulky Solid Waste and will not be picked up included, but not limited to: (See Definitions in the attached Ordinance)

- Auto Fluids
- Biological Waste
- Brush
- Clean Concrete
- Cleaning Products

- Garden Chemicals
- Household Hazardous Waste
- Infectious Waste
- Paint Products
- Pathological Waste
- Pharmaceuticals
- Radioactive Waste
- Sharps
- Waste Oil
- Yard Waste

**3.0 Damage to Property:** The Contractor is expected to exercise due caution to prevent damage to public right-of-way and private property. Any and all damages to property, including landscape damage, that is sustained in the course of service, as determined by the Department of Public Works, shall be repaired and restored by the Contractor at no additional cost to the City.

Any damage to private property shall be immediately reported to the Department of Public Works representative.

**4.0 Documentation:** Contractor shall document the bulky solid waste removed that was directed by a representative of the Department of Public Works. Documentation shall include pre and post bulky solid waste removal photographs with the following requirements and additional information:

- 4.1. Digital
- 4.2. Color
- 4.3. Date and Time Stamp
- 4.4. Property Address
- 4.5. Number of Waste Tires Collected
- 4.6. Number and Type of Appliances Collected
- 4.6. Approximate Volume of Bulky Solid Waste Collected
- 4.7. General Contents Description

These photographs are meant to clearly illustrate the task and that the task was completed. Monthly, or at an interval agreed upon with the Department of Public Works representative, all photos shall be provided to the Department of Public Works on a hard-drive, thumb drive, shared drive, or other methods.

Contractor must provide proof of disposal at a proper disposal site.

This information must be in suitable form and sufficiency to enable the City to bill and subsequently specially charge property owners of properties benefited by the work performed by Contractor.

**5.0 Direct Service Costs:** Contractors shall provide all necessary supervision, labor, equipment, tools, materials, consumables, and supplies in order to properly remove bulky solid waste and haul to and dump at a commercial facility.

**6.0 Performance:** All bulky solid waste removal responses shall be subject to inspection by

the City.

Should the Contractor not fulfill the obligations set forth in the Contract and Request for Proposal, the City reserves the right to cancel such services immediately and to reject any request for payment for bulky solid waste removals called into question.

Additionally, should the Contractor not fulfill the obligations set forth in the Contract and Request for Proposal, the City reserves the right to perform the work with City crews and charge the Contractor the actual cost for the work, plus an administrative fee of seventy-dollars (\$70.00) per property.

**7.0 Payment:** Payment for bulky solid waste removal services will be a set fee per hour plus disposal fees associated with the collection, removal and proper disposal. The set fee per hour should include all contractor costs not including the disposal fee.

Contractor hourly rate includes, but not limited to, project management, labor, equipment, fuel, tools, materials, supplies, and other incidentals to perform the work. The hourly rate is not dependent on the size of the crew. Hourly charges shall be rounded to the nearest 0.25 hour (15 minute) increment.

The hourly rate will start when the Contractor arrives at the property and end when the Contractor leaves the disposal site.

If multiple properties are picked up prior to the hauling to the disposal site, Contractor shall record time to include:

- Actual Time spent at each property
- Drive time between properties (Split between properties)
- Drive time to disposal site (Split between number of properties collected)

If multiple trips are made to the disposal site on a single day, the time from leaving the disposal site to the next property should be split between all properties collected during the day.

Disposal Fees include actual disposal fees charged by the disposal site. The disposal fees should be divided as equitably as possible between properties based on bulky solid waste removed from each property.

**8.0 Invoicing:** Invoicing will be sent to the City of Kenosha, Public Works Department, 625-52nd Street, Room 305, Kenosha, Wisconsin 53140. The Contractor shall provide invoices as detailed below:

- 8.1. One invoice per property. If multiple properties are collected in one load, the disposal fees should be proportionately split by volume of waste collected between properties.
- 8.2. Pre and Post Photos of the property (See Section 4.0).
- 8.3. Contractor Name, address, telephone number, and name of primary contact.
- 8.4. Property Address
- 8.5. Date bulky solid waste removal operations occurred
- 8.6. Volume of bulky solid waste removed per property with associated disposal fees
- 8.7. Contractor Hours spent at property with associated hourly rate.
- 8.8. Total Cost for waste removal operations.

**PROPOSAL FORM  
CITY OF KENOSHA, WISCONSIN  
REQUEST FOR PROPOSAL  
REGARDING  
BULKY SOLID WASTE REMOVAL SERVICES  
PROPOSAL NOTICE # 02-24**

City of Kenosha  
Finance Department, Room 208  
625-52nd Street  
Kenosha, Wisconsin 53140-3480  
(262) 653-4180

We hereby propose to provide bulky solid waste removal services in accordance with the Request for Proposal and applicable City Ordinances:

Unit Price for Waste Removal Services:

\$ \_\_\_\_\_ Per Hour.

Comments: \_\_\_\_\_  
\_\_\_\_\_

Submitted by: \_\_\_\_\_

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Firm Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

## COMPANY OVERVIEW

Contractor/ Firm Name:

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Number of Employees: \_\_\_\_\_

Years in Business: \_\_\_\_\_

Indicate Primary Business Activity:

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Will the Firm have other bulky solid waste removal contracts for 2024?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please indicate how many contracts and how many properties

Contracts \_\_\_\_\_

Properties \_\_\_\_\_

I (We) have the resources and capabilities of performing services as detailed herein for the duration of the contract term.

Yes \_\_\_\_\_ No \_\_\_\_\_

Please itemize the Equipment Owned by the Firm (use additional sheets, if

necessary): \_\_\_\_\_

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Is this a Minority-Owned Business? \_\_\_\_\_ Yes No \_\_\_\_\_

## REFERENCES

Provide names, addresses and phone numbers of not less than three (3) relevant references.

(A) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(B) \_\_\_\_\_  
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(C) \_\_\_\_\_  
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(D) \_\_\_\_\_  
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(E) \_\_\_\_\_  
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**CITY OF KENOSHA CODE OF GENERAL ORDINANCES,  
CHAPTER V, SECTION 6 (5.06)**

**5.06. Curbside Waste and Recycling Collection and Removal.**

**A. Definitions.**

**Auto Fluids** means gasoline, diesel fuel, motor oil, antifreeze, car wax, brake fluid and transmission fluid.

**Automated Cart** means the Curbside Waste Automated Cart or the Curbside Recycling Automated Cart.

**Biological Waste** means Infectious Waste, Pathological Waste, Sharps, Pharmaceuticals, and Radioactive Waste.

**Brush** includes clean, woody, vegetative material no greater than six (6) inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

**Bulky Solid Waste** means Waste and Recyclable Material that cannot be contained entirely within an Automated Cart, including, but not limited to, antennae, beds, bicycles, box springs, cabinets, chairs, couches, doors, dressers, fencing, grills, gutters, lawn mowers, Major Appliances, mattresses, pools, rugs, screens, sinks, stereos, swing sets, television components, tables, toilets, large toy sets, vacuum cleaners and windows.

**Clean Concrete** means concrete, stone, brick and/or masonry products without hardware.

**Cleaning Products** means oven cleaners, drain cleaners, bleach, spot removers, detergents, window and floor cleaners and polishes, metal polishers.

**Curbside Recycling Automated Cart** is the cart provided and approved by the City for the purpose of automated curbside collection of recyclable materials. The Curbside Recycling Automated Cart is typically blue in color.

**Curbside Waste Automated Cart** is the cart provided and approved by the City for the purpose of automated curbside collection of waste materials. The Curbside Waste Automated Cart is typically tan in color.

**Garden Chemicals** mean pesticides, weed killers, synthetic fertilizers, ant and rodent poisons, flea powder and fungicides.

**Household Hazardous Waste** means and includes Paint Products, Auto Fluids, Cleaning Products, Garden Chemicals, Miscellaneous Items.

**Infectious Waste** means waste contaminated with blood or other bodily fluids, or cultures or stocks of infectious agents from laboratory work.

**Major Appliance(s)** means an air conditioner, clothes dryer, clothes washer, furnace, boiler, dehumidifier, water heater, dishwasher, freezer, microwave oven, oven, refrigerator, or stove which is intended for disposal

**Miscellaneous Items** mean photographic chemicals, lighter fluids, mercury batteries, moth balls, swimming pool chemicals and wood preservatives.

**Paint Products** mean paints, specifically including paints that are lead,-based, latex or oil-based, paint thinners, paint or varnish strippers, solvents, varnishes, and lacquers.

**Pathological Waste** means human tissues, organs or fluids, body parts, and contaminated animal carcasses.

**Person** includes any individual natural person, partnership, corporation, non-stock corporation, limited liability company, limited liability partnership, association, or syndicate, local governmental unit, as defined in Wis. Stats. § 66.0131(1)(a), State agency or authority, or Federal agency.

**Pharmaceuticals** mean expired, unused, and contaminated drugs and vaccines. Pharmaceuticals can include creams, ointments, over the counter medication, prescription medication, pet medication, sprays, liquids, and inhalers.

**Radioactive Waste** means products contaminated by radionuclides including radioactive diagnostic material or radiotherapeutic materials.

**Recyclable Materials** has the meaning provided in Section 5.119 of this Code.

**Responsible Party** means a Person who is an owner, operator, manager, occupant, or party in charge of a real property or a vehicle, whose real property or vehicle is associated with application of this Chapter. The term "Responsible Party" includes the mortgagee or land contract vendor if the structure or premises is subject to a registration requirement under Chapter 28. The term "Responsible Party" does not include the City, holders of mortgages subordinate to other mortgages, or holders of any liens including mechanics' liens, or utility liens, special assessments, special charges, or tax delinquencies, against the real estate that includes the Structure or Premises, and does not include holders of liens of vehicles.

**Sharps** mean medical and laboratory equipment generated by an infectious waste generator that may cause punctures or cuts. Sharps include, but are not limited to, needles, syringes, lancets, and scalpel blades.

**Special Collection Sticker** means a sticker issued by the Department of Public Works for the disposal of Major Appliances.

**SPI Code** means the Society of the Plastics Industry Resin Identification Coding System, which is a set of numbers placed on plastic items to identify the resin type from which the items were made.

**Waste** means and includes garbage (all rejected matters that are subject to decomposition), ashes, rubbish and trash generated from typical residential activity, but not Yard Waste as defined in Section 5.119.H., recyclable materials as defined in Section 5.119.H, Household Hazardous Waste, Biological

Waste, and debris from construction or demolition.

**Waste Collection System** means City collection, transportation and disposal of Waste, Recyclable Materials, Major Appliances and Bulky Solid Waste.

**Waste Oil** includes the following: two-cycle oil, crankcase oil, diesel fuel, fuel oil, gear lube, hydraulic oil, lubrication oil, motor oil and transmission oils only.

**Waste Tire** means a whole tire that is no longer suitable for its original purpose because of wear, damage or defect. Waste tire is designed for use on an automobile, motorcycle, or utility truck or service vehicle with an average weight per unit of forty (40) pounds or less.

**Yard Waste** means leaves, grass clippings, yard and garden debris.

B. **Responsibility.** Every Responsible Party is jointly and severally responsible for maintaining all property under their control in accordance with the requirements of this Section. For the avoidance of doubt, landlords and tenants are jointly responsible to comply.

C. **Transportation of Waste Regulated.** It is illegal for any Person, except an employee or agent of the City, to collect Waste or Recyclable Materials from the Lawn Park area or to transport Waste, Recyclable Materials, Major Appliances and/or Bulky Solid Waste that was owned by another Person on any street without obtaining a license therefor.

D. **Dumping.** It is illegal for any Person to dump or bury Waste, Recyclable Materials, Major Appliances, Bulky Solid Waste, Household Hazardous Waste, Yard Waste, Waste Tires, lead acid batteries, Auto Fluids, Clean Concrete, Brush, Waste Oil, Antifreeze and/or electronics, or hazardous or infectious medical Waste on any street, alley, park, storm sewer, or public place, or on any private property without the private-property owner's consent.

E. **Regulation for Collection.** The Board of Public Works is authorized and directed to make regulations for the collection of Wastes, Recyclable Materials, Major Appliances, Bulky Solid Waste and which may prescribe:

1. Separation of Wastes, Recyclable Materials, Major Appliances for collection or disposal.
2. Time of collections.
3. Other requirements to be observed by patrons of the Waste Collection System.

F. **Service Fees.** Fees for patrons of the Waste Collection System may be determined from time to time by the Common Council, following review and recommendation by the Committee on Public Works and the Committee on Finance.

G. **Waste and Recycling Automated Cart Collection.**

1. **Standards of Collection.** Residential waste and recycling will be collected by the Department from all applicable properties provided such waste and/or recycling is properly handled, prepared, contained, stored and located in conformance with this Section and rules and regulations established and publicized by the Director of Public Works. The owner and/or occupant of any premises are

responsible for the proper and sanitary storage, separation and preparation of waste and recycling accumulated at that premises until collected by the Department.

a. **Schedule.** The collection of Waste will be once weekly and the collection of Recycling will be once every two (2) weeks from every residential building comprised of four (4) or fewer living units in the City under schedules to be determined by the Department of Public Works.

b. **Location.** All Waste and Recyclable Material must be deposited for curbside collection on the day designated for collection in the area of the street right-of-way between the sidewalk and curb abutting the premises served. The Automated Carts must be made available to the City collection crews by being placed in an unobstructed location. Automated Carts must be placed a minimum of three (3) feet away from an obstruction and have a minimum of three (3) feet between them to allow for clearance of the automated arm. All Automated Carts must be placed so the wheels are to the sidewalk and/or the house.

(1) An exemption to this responsibility for placing Automated Carts at the curb because of incapacity of all members of the household may be granted by the Waste Superintendent.

c. **Collection Container.** All Waste must be placed within the Curbside Waste Automated Cart or Curbside Recycling Automated Cart per standards. All materials must fit into the designated container with the top closed. Subject to exceptions identified in other specific regulations herein, it is unlawful for any Person to deposit or permit the deposit of any materials outside of an Automated Cart.

(1) Automated Carts must not be filled so that the lid cannot be closed.

(2) Items within the Waste Automated cart must be contained within trash bags.

(3) Items within the Curbside Recycling Automated Cart, to the greatest extent practicable, must be clean and kept free of contaminants such as food, product residue, oil or grease, or other non-recyclable material. All Recyclable Material must be placed loosely within in the Automated Cart. Bagged items will not be accepted. All plastic bags are considered a non-recyclable material.

(4) Automated Carts must not be loaded with more than three hundred thirty-five (335) pounds.

(5) Except for designations provided by the City, Automated Carts must not be marked, tagged, or otherwise individually identified as property of a person, such as, but not limited to, spray paint markings, stickers, address numbers, carved letters or addresses.

(6) Automated Carts must not be destroyed, mangled, modified, altered in any form.

(7) If a residence requires additional Automated Carts, the property owner must apply to the City of Kenosha Department of Public Works on a form approved by that Department. The property owner requesting the additional Automated Cart will be charged a fee to obtain the second Automated Cart. The City limits every household to a maximum of two (2) ninety-five-gallon Waste Carts and a maximum of two (2) ninety-five-gallon Recycling Carts.

(8) An exemption to the requirement of waste or recycling outside the Automated Cart may be granted during specific times of the year by the Department of Public Works. Recyclable items outside of the Automated Cart will be limited to paperboard as defined in Section 5.119. During this period, the

City will collect up to eight (8) thirteen-gallon bags of waste and/or recycling per residence placed outside of designated Automated Carts. At all other times, the above rules apply.

d. **Collection Time.** The Automated Carts must be made available to City collection crews by 6:00 A.M. on the scheduled collection date. The Automated Carts must not be placed prior to 6:30 P.M. the day preceding the scheduled collection day. All automated carts must be removed from the curb by 8:00 A.M. on the day following the collection day.

e. **Maintenance.** All Automated Carts must be kept in a sanitary condition so as not to be offensive in smell or unsightly in appearance in a manner as to prevent creation of a nuisance to public health and safety

f. **Cart Damage.** All Damage to the Automated Carts must be reported immediately to the Department of Public Works. A City Representative will inspect the Automated Cart and make any necessary repairs or replacements. If the Automated Cart was determined to be damaged by acts of the owner or occupant the property owner will be responsible for purchasing a replacement Automated Cart. All Automated Carts are the property of the City and damaged Automated Carts will be returned to the City. A defective, damaged or lost Automated Cart not reported to the City may result in the issuance of a citation and the property owner will be responsible for the Automated Cart(s) replacement.

g. **Cart Placement, Loss, and Replacement.** Individual Automated Carts are assigned by the Director of Public Works to specific properties. Responsible Parties must maintain the individual Automated Carts at the specific property to which the Automated Cart was assigned. All lost Automated Carts must be promptly reported to the police.

#### H. **Enforcement.**

1. Any Person who violates a provision of this Chapter may be issued a citation by an authorized officer, employee or representative. The issuance of a citation does not preclude the City from proceeding under any other Ordinance or law relating to the same or any other matter. Proceeding under any other Ordinance or law relating to the same or any other matter does not preclude the issuance of a citation under this paragraph.

#### I. **License.**

1. **License Required.** Each Person using a privately-owned vehicle used for the transportation and collection of Waste, or Recyclable Materials within the City, where a fee for such service is charged therefor, must be licensed by the City prior to performing said service. The granting, issuance, and maintenance of the license are conditioned upon the licensee performing the services in accordance with City Ordinances and the regulations for such service as are or may be established by the Board of Public Works (Committee on Public Works). The fee for the license is forty-five dollars (\$45.00) for the first vehicle operated by the licensee and thirty-five dollars (\$35.00) for each additional vehicle. Licenses are issued by the City Clerk/Treasurer upon the advance payment in lawful United States currency of the amount therefor. All licenses expire on June 30 of each year. Licensees are responsible for maintaining any containers for Waste that the licensee has furnished to patrons, in good working order, in a sanitary condition, and in a manner that prevents leaks, or loss of Waste. Licensees are responsible for cleaning such Waste containers as often as is necessary in order to

maintain them in a clean and sanitary condition, and the duty to clean said containers cannot be delegated to users of said containers.

2. **Prohibition.** It is unlawful for any Person to operate without the required license or to perform licensed services or any other activity contrary to this Chapter or to the regulations for such service established by the Board of Public Works (Committee on Public Works).

J. **Bulky Solid Waste, Recyclable Material and Major Appliance Collection and Removal.**

1. **Special Pickup.** Bulky Solid Waste from residential buildings of four (4) or less units will be collected upon the party desiring the pickup prearranging with the Public Works Department for a Special Pickup.

2. **Number and Charge.** There will be a limit of four (4) Special Pickups per year without charge. If there are requests for more than four (4) Pickups, there will be a pickup charge per each additional request, which will be determined from time to time by the Board of Public Works (Committee on Public Works).

3. **Major Appliances.** Effective March 1, 2004, Major Appliances must have a Special Collection Sticker attached prior to scheduling a Special Pickup. The fee for the sticker will be determined from time to time by the Board of Public Works (Committee on Public Works).

4. **Designated Collection Area.** Bulky Solid Waste and Recyclable Material must be deposited for collection in the area of the street right-of-way between the sidewalk and the curb abutting the premises served. It is unlawful for any Person to deposit or permit the deposit of Bulky Solid Waste for collection which is not eligible for regular residential Waste pickup in other than the designated collection area, without having prearranged for Special Pickup at least than twenty-four (24) hours in advance of the scheduled Special Pickup.

K. **Recyclable Materials.** From the time of placement of Recyclable Materials at the collection point for collection by the City or its authorized agent(s), Recyclable Materials become the property of City, or its authorized agent(s). It is a violation of this Chapter for any Person not authorized by the City to do so, to collect or pick up or cause to be collected or picked up any Recyclable Materials. Each and every such collection in violation hereof from any one (1) Recyclable Material container constitutes a separate and distinct offense punishable as hereinafter provided.

L. **Prohibited Collection Materials.**

1. Household Hazardous Wastes must not be deposited with Waste for curbside pickup. Household Hazardous Waste must be deposited only at the Kenosha Household Hazardous Waste Facility in accordance with the regulations applicable thereto.

2. Biological Waste must not be deposited into the general solid waste stream. Biological Waste must be disposed of at facilities located within the Kenosha area that accept Biological Waste. Pharmaceuticals must be disposed of in its original package or bottle and put in a sealed bag. All Pharmaceuticals must be disposed of at facilities identified by Kenosha County as permanent locations for residents to dispose of unused, unwanted and expired medication.

**M. Placing Items out for Collection.**

1. Items must be placed at the curb for collection between 6:30 P.M. preceding the day of scheduled for collection and 6:00 A.M. of the day scheduled for collection. Placing items out for collection prior to 6:30 P.M. the day preceding the scheduled collection day may be deemed improperly placed; notwithstanding Section 16.20.A.2., may be deemed a violation of Section 16.17; and/or may result in a citation under Chapters 5 or 16 of this Code.

2. All Automated Carts and any Waste not collected must be removed from the curb by 8:00 A.M. on the day ensuing the day of collection.

**N. Penalty.** The penalty for a violation of this Chapter upon conviction, is a forfeiture of not less than fifty dollars (\$50.00), nor more than five hundred dollars (\$500.00) per violation, plus the costs of prosecution.