

ORDINANCE NO. 3231

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA TO AMEND CHAPTER 8.20 OF THE NORTH LAS VEGAS MUNICIPAL CODE BY AMENDING CPI DEFINITIONS AND ASSOCIATED SOLID WASTE MANAGEMENT RATES AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA, DOES ORDAIN:

SECTION 1: Title 8, Chapter 20 of the Municipal Code of the City of North Las Vegas, Nevada, 1983 Edition, is hereby amended as set forth below:

8.20.040 Definitions.

"Cash receipts for exclusive franchisees" means all receipts derived from the collection of solid waste and curbside residential recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by an exclusive franchisee (or any of its authorized agents or affiliates) for the collection, transportation, diversion, processing and disposal of solid waste that the exclusive franchisee has exclusive rights to collect under the applicable exclusive franchise agreement, including all revenue received from container rentals, packaging, shipping and late fees, but excluding the following revenues from:

- A. The sale of recyclables.
- B. Any taxes on services furnished by an exclusive franchisee that are imposed by other governmental entities, that are passed through to and collected from the exclusive franchisee's customers, and that are separately itemized on customers' bills.

"City" means the City of North Las Vegas, Nevada.

"City Council" means the governing body of the City of North Las Vegas, Nevada.

"City Manager" means the Chief Administrative Officer of the City.

"Commercial recycler" means any entity licensed by the City as a commercial recycler, including a licensed exclusive franchisee or licensed non-exclusive franchisee, that is in the business of purchasing, accepting donations of, collecting, storing, transporting or processing source separated recyclables.

"Compacted solid waste" means solid waste reduced by mechanical equipment, in volume but not weight, by a minimum ratio of three to one.

"Commingled recyclables" means recyclable materials that are mixed with more than ten percent solid waste and is included in the exclusive franchise agreement for the collection transportation, diversion, processing and disposal of solid waste.

"Construction and demolition waste" means non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures generated from a site which complies with Section 15.72.140; and uncontaminated solid waste resulting from land clearing that is generated from a site which complies with Section 15.72.140. Such waste includes, but is not limited to, wood (including painted, treated, and coated wood and wood products), land clearing debris, wall coverings, landscaping, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roofing coverings, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, pipe and metals, corrugated container board, carpeting, furniture, and tires that are incidental to any of the above. Solid waste that is not construction and demolition debris (even if resulting from the construction, remodeling, repair and demolition of utilities, structures and roads and land clearing) includes, but is not limited to, asbestos waste, garbage, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, fluorescent light bulbs or tubes, appliances, drums, containers greater than ten gallons in size, any containers having more than one inch of residue remaining on the bottom, or fuel tanks.

"CPI" means the Historic Consumer Price Index, for water and sewer and trash collection services, U.S. city average, all urban consumers, not seasonally adjusted (Current Series ID: CUUR0000SEHG), index base period December 1997=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

"Curbside residential recyclables collection" means a collection program operated by a solid waste exclusive franchisee in which source-separated recyclables or commingled recyclables are collected from residential customers on a regularly scheduled basis as a part of the exclusive franchisee's solid waste exclusive franchise agreement.

"Dead animals" means all dead animals or parts thereof (including condemned meats) that are not intended to be used as food for man or animal that weigh less than seventy-five (75) pounds.

"Dirt" means loose earth, ashes and manure, but exclusive of sand and gravel that is to be used in construction work.

"Drop-off center" means a collection site where source-separated recyclables may be taken by persons and deposited into designated containers.

"Duplex" means a building, or portion thereof, used for occupancy by two families living independently of each other with the units completely separated by a common wall, floor and/or ceiling.

"Exclusive Franchise agreement" means an exclusive agreement between the City and a third party by which such third party is authorized to collect, transport, divert, process and dispose of residential and commercial solid waste, household hazardous waste, or curbside residential recyclable materials.

"Exclusive Franchise fee" means the fee required by and detailed in an exclusive franchise agreement based upon a percentage of an exclusive franchisee's cash receipts derived from the collection, transportation, diversion, processing and disposal of residential and commercial solid waste, household hazardous waste, or curbside residential recyclables collection services in the City. The exclusive franchisee fee shall not be a separate line item on the customers' bill.

"Exclusive Franchisee" means any person who has contracted with the City for exclusive collection, transportation, diversion, processing and disposal of residential and commercial solid waste, household hazardous waste or curbside residential recyclables collection.

"Garbage" means putrescible animal and vegetable wastes resulting from the handling, storage, sale, preparation, cooking and serving of food.

"Hazardous waste" means any waste or combination of wastes, including solids, semisolids, liquids or contained gases, except household hazardous waste, which:

- A. Because of its quantity or concentration or its physical, chemical or infectious characteristics may:
 - 1. Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or
 - 2. Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;
- B. Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes; and
- C. Includes, among other wastes, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

"Hotel" or "motel" means a building or portion thereof, or a group of buildings, having six or more guest rooms, in which lodging is provided and offered to transient guests for compensation; shall not include a lodging house.

"Household hazardous waste" means leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients that is generated by a typical household, including single-family dwellings, multifamily residential dwellings or mobilehome parks. These may include nickel, cadmium, mercuric oxide, manganese, zinc-carbon or lead batteries, toxic art supplies, used motor oil, anti-freeze, kerosene, solvent-based paint, paint thinner, paint solvents, fluorescent or high-intensity light bulbs, ammunition, fireworks, pesticides the use of which has been prohibited or restricted, or any other waste generated by a household that would otherwise contain potentially hazardous ingredients and require special care when you dispose of them.

"Materials recovery facility" means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of those materials. The term does not include:

- A. A facility that receives only recyclable materials that have been separated at the source of waste generation;
- B. A salvage yard for the recovery of used motor vehicle parts;
- C. A facility that receives, processes or stores only concrete, masonry waste, asphalt pavement, brick, uncontaminated soil or stone for the recovery of recyclable materials;
- D. A facility that receives, processes or stores hazardous waste unless it may be classified as household hazardous waste.

"Medical waste" "Medical waste" has the meaning as ascribed to it in 49 C.F.R. Part 173, Appendix G - "Definition of Regulated Medical Waste," as that Appendix existed on November 8, 1993. The term "medical waste" does not include the following if the items as packaged do not contain any material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:

- A. Biological products;
- B. Diagnostic specimens;
- C. Laundry or medical equipment that conforms to 29 CFR 1910.1030 of the regulations of the Occupational Safety and Health Administration of the United States Department of Labor;
- D. A material, including waste, that previously contained an infectious substance and has been treated by steam sterilization, chemical

disinfection or other appropriate method, so that it no longer poses the hazard of an infectious substance;

- E. Any waste material, including garbage, trash and sanitary waste in septic tanks, derived from households, including but not limited to single-family or multifamily dwellings, mobilehome parks, hotels and motels;
- F. Corpses, remains and anatomical parts that are intended for ceremonial interment or cremations; or
- G. Animal waste generated in animal husbandry or food production.

"Mobilehome" means a factory-assembled structure or structures, a minimum of eight feet in width, originally equipped with the necessary service connections and originally made so as to be readily movable as a unit or units on its (their) own running gear and designed to be used as a dwelling unit(s) without a permanent foundation, whether or not said running gear has been removed.

"Mobilehome park" means an area or tract of land where two or more mobilehomes or mobilehome lots are rented or held out for rent; however, it does not include an area or tract of land where more than half the lots are rented overnight or for less than one month.

"Mobilehome park lot" means a portion of land within a mobilehome park which is rented or held out for rent to accommodate a mobilehome.

"Motel". See "Hotel."

"Multifamily dwelling" means a building, or portion thereof, used for occupancy by three or more families living independently of each other, with the units completely separated by a common wall, floor and/or ceiling, not including hotels, motels, lodging houses, or group care facility.

"Non-exclusive franchise agreement" means an agreement between the City and any third party by which the third party is authorized to collect, transport, divert, process and dispose of source separated recyclables with no more than ten percent residual solid waste or construction or demolition waste generated in the City.

"Non-exclusive franchise fee" means the fee required by and detailed in a non-exclusive franchise agreement based upon a percentage of a non-exclusive franchisee's cash receipts derived from the collection, transportation, diversion, processing and disposal of source separated recyclables or construction or demolition waste generated in the City. The non-exclusive franchisee fee shall not be a separate line item on the customers' bill.

"Non-exclusive franchisee" means any person who has contracted with the City for non-exclusive collection, transportation, diversion, processing and disposal of source separated recyclables with no more than ten percent residual solid waste or construction or demolition waste generated in the City.

"Non-residential customer" means any solid waste disposal service customer of an exclusive franchisee except for customers at single-family dwelling, duplexes, multifamily dwellings or mobilehome parks who receive individual curbside collection of solid waste and who do not share containers with other residents.

"Overflow" or "overflowing solid waste" means solid waste of non-residential or multifamily dwelling customers that is deposited on the ground outside of a solid waste container or excess solid waste that has been piled onto a solid waste container that is already full to such an extent that the solid waste exceeds the water level designed capacity of the container.

"Place of business" means any place of business in the City of North Las Vegas licensed by said City, other than multifamily dwellings, to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.

"Premises" means a nonresidential or residential lot, including any buildings, improvements, and personal property located thereon.

"Public building" means office buildings, clubs, churches, schools, hospitals or other places of similar character.

"Putrescible" means solid waste capable of being decomposed by microorganisms, bacteria, or fungi with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as food wastes, offal and dead animals.

"Recyclable material" or "recyclables" means solid waste that is processed and returned to the economic mainstream in the form of raw materials or products as determined by the Southern Nevada Health District. Recyclable material includes, but is not limited to, PET and HDPE, newspaper, corrugated cardboard, aluminum, office paper and other fiber products that have been abandoned or discarded, glass, tin and steel cans, metal, plastic, motor oil, antifreeze, wood, food waste, and yard debris, wood, and greenwaste and that is not mixed with solid waste other than residual solid waste.

"Recycling center" means a facility that receives only recyclable materials from source separated recyclable materials that have been separated from solid waste at the source of waste generation and delivered for collection, sorting, and distribution. All operations such as collection, sorting, distributing and storage shall be conducted totally within an enclosed building and there shall be no outside storage, unless approved as a special use and is consistent with the criteria set forth in Section 17.24.020.C.18, as amended.

"Refuse" means all garbage, rubbish, ashes, street cleanings, dead animals, abandoned vehicles, inoperable vehicles, parts of vehicles and solid and industrial wastes.

"Residential Customer" means any solid waste disposal service customer of an exclusive franchisee for customers at single family, multi-family dwellings or mobile home parks who receive individual curbside collection or share containers with other residents.

"Residual solid waste" means solid waste that remains or is left after the separation and removal of source separated recyclables at the source of the generation of the source separated recyclables. Residual solid waste cannot be greater than ten percent by weight as measured on a quarterly basis.

"Rubbish" means old tin and iron cans and containers, old wood, cardboard and paper boxes, old metals, wire, rope, cordage, bottles, bags and bagging, rubber and rubber tires, paper, wood shavings, and all used or cast-off articles or material, including old plaster, brick, cement, glass, old building material, leaves, yard trimmings, weeds, dead weeds, dead trees, dead bushes or dead grasses whether or not still in ground at any height and similar materials.

"Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings and grit, generated from the operation of the City's water pollution control facility.

"Single-family dwelling" means a building, or manufactured home as defined in NRS 489.113, used for residential occupancy by one family that receives individual curbside service billed by the City.

"Solid waste" means all putrescible and nonputrescible materials in solid or semi-solid form that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial waste, grease trap waste, septic tank waste, yard maintenance waste, medical waste, sewage waste, commingled recyclables and other refuse recyclable materials that are commingled with solid waste, and other refuse. The term "solid waste" does not include any of the following:

- A. Hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.
- B. Source- separated recyclables.

"Source separated recyclables" means recyclables that have been separated from the solid waste stream at the source of generation for recycling purposes and that are not mixed with solid waste other than residual solid waste.

"Unforeseen economic circumstance" means that the percentage change in the CPI, for a given calendar year ending in December is greater than ten percent or below zero (decrease); or that some occurrence beyond the exclusive franchisee's reasonable control, or an action by a governmental jurisdiction, or if the City Council finds that economic occurrences during that period have caused specific additional economic costs for the exclusive franchisee which are not reflected in changes to the CPI during that same time period

8.20.170 Residential rates.

- A. The charges for collecting, transporting and disposing of solid waste and for collecting and transporting recyclables from single-family and multifamily dwellings and duplexes shall be determined in accordance with the following table:

Category	Collection Level	Monthly Charge*
Single-family dwellings and duplexes (including mobilehome parks that receive individual curbside service at each mobilehome park lot and townhomes and other residences that receive individual curbside service)	Solid waste - once/week; Recycling - once/week	\$18.43
Multifamily Dwellings (irrespective of occupancy or vacancy of any units)	Solid waste - 2 times/week Solid waste - 3 times/week Solid waste - 4 times/week Solid waste - 5 times/week Solid waste - 6 times/week Solid waste - 7 times/week	\$13.72 - 1st unit; \$9.60 - each additional unit \$20.64 - 1st unit; \$14.39- each additional unit \$25.16- 1st unit; \$17.59- each additional unit \$29.75 - 1st unit; \$20.79 - each additional unit \$34.33 - 1st unit; \$24.02 - each additional unit \$38.89 - 1st unit; \$27.24 - each additional unit

* subject to applicable CPI adjustments made pursuant to this Chapter.

- A. All charges for single-family and multifamily dwellings pursuant to this Section shall be billed monthly by the City in arrears.

8.20.180 Rates—Motels and mobilehome parks.

- A. For mobilehome parks that do not receive individual curbside service at each mobilehome park lot and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in accordance with the following table:

Category	Collection Level (solid waste only)	Monthly Charge*
Motels and mobilehome parks (irrespective of occupancy or vacancy of any units)	2 times/week	\$13.72 - each office; \$8.27 - each cooking unit; \$6.60 - each unit without cooking facilities
	3 times/week	\$20.64 - each office; \$12.35 - each cooking unit; \$9.92 - each unit without cooking facilities
	4 times/week	\$25.16 - each office; \$15.08 - each cooking unit; \$12.12 - each unit without cooking facilities
	5 times/week	\$29.75 - each office; \$17.86 - each cooking unit; \$14.33 - each unit without cooking facilities
	6 times/week	\$34.33 - each office; \$20.64 - each cooking unit; \$16.52 - each unit without cooking facilities
	7 times/week	\$38.89 - each office; \$23.34 - each cooking unit; \$18.72 - each unit without cooking facilities

*subject to applicable CPI adjustments made pursuant to this Chapter.

- B. For mobilehome parks that receive individual curbside service at each mobilehome park lot, which shall include the same heavy and bulky item pickup as that provided to single-family dwellings, the charges for collecting, transporting and disposing of solid waste and curbside residential recyclables collection services shall be the same as for single-family dwellings as set forth in Section 8.20.170.
- B. All charges for mobilehome parks and motels shall be billed monthly by the City in arrears.

8.20.190 Rates—Places of business and public buildings.

- A. For places of business and public buildings, the charge for collecting, transporting and disposing of solid waste shall be determined by the number and type of containers required by each such place of business or public building and by the number of collections from each per week in accordance with Tables A, B and C that are included within this Section. The charge for collecting, transporting and disposing of compacted solid waste from containers other than compaction-type drop boxes shall be three times the otherwise applicable charge.
- B. All monthly charges set forth in Tables A and B that are included within this Section shall be billed monthly by the City in arrears. Table C shall be billed monthly by the solid waste exclusive franchisee in arrears.

**Section 8.20.190 Table A
Monthly Collection Charges*
Places of Business and Public Buildings**

Number & Type of Containers	1 Collection Per Week	2 Collections Per Week	3 Collections Per Week	4 Collections Per Week	5 Collections Per Week	6 Collections Per Week	7 Collections Per Week
96-Gallon Mobile Container	\$12.35	\$24.73	\$37.07	\$57.05	\$78.24	\$102.81	\$123.26
Each additional container	\$12.35	\$24.73	\$37.07	\$57.05	\$78.24	\$41.04	\$49.37
One Cubic-Yard Container	\$61.62	\$123.26	\$184.90	\$205.26	\$231.76	\$266.97	\$320.73
Each additional container	\$61.62	\$123.26	\$184.90	\$205.26	\$231.76	\$205.23	\$246.92
Two Cubic-Yard Container	\$123.50	\$246.92	\$370.43	\$391.09	\$423.91	\$472.23	\$567.68
Each additional container	\$123.50	\$246.92	\$370.43	\$391.09	\$423.91	\$410.47	\$493.83
Three Cubic-Yard Container	\$185.20	\$370.40	\$555.61	\$576.62	\$615.94	\$677.43	\$814.61
Each additional container	\$185.20	\$370.40	\$555.61	\$576.62	\$615.94	\$615.68	\$740.75

Four Cubic-Yard Container	\$246.92	\$493.83	\$740.46	\$762.23	\$807.99	\$882.69	\$1061.48
Each additional container	\$246.92	\$493.83	\$740.46	\$762.23	\$807.99	\$820.90	\$987.71
Six Cubic- Yard Container	\$370.40	\$740.75	\$1111.13	\$1133.40	\$1192.07	\$1293.15	\$1555.35
Each additional container	\$370.40	\$740.75	\$1111.13	\$1133.40	\$1192.07	\$1228.45	\$1477.61
Eight Cubic-Yard Container	\$493.83	\$987.70	\$1481.51	\$1504.52	\$1576.15	\$1703.60	\$2049.16
Each additional container	\$493.83	\$987.70	\$1481.51	\$1504.52	\$1576.15	\$1652.50	\$1987.69

*subject to applicable CPI adjustments made pursuant to this Chapter.

**Section 8.20.190 Table B
Solid Waste Compaction-Type Drop Box Collection Charges***

Monthly Charges

Compactor Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic- yard container	\$2739.55	\$3662.35	\$5017.68	\$5449.92	\$5882.21	\$6314.47	\$9229.18
17 cubic- yard container	\$3389.45	\$4474.36	\$6306.43	\$6929.04	\$7551.55	\$8174.14	\$10883.22
26 cubic- yard container	\$3798.65	\$5292.75	\$7534.01	\$8156.58	\$8779.12	\$9401.69	\$12315.52
36 cubic- yard container	\$4482.42	\$5976.63	\$8217.66	\$8927.64	\$9637.59	\$10347.70	\$13261.59

Compactor Size	8 collections per week	9 collections per week	10 collections per week	11 collections per week	12 collections per week	13 collections per week	14 collections per week
10 cubic-yard container	\$11968.73	\$12891.53	\$14246.90	\$14679.12	\$15111.36	\$15543.65	\$18458.37
17 cubic-yard container	\$14272.61	\$15358.47	\$17189.65	\$17812.20	\$18434.77	\$19057.35	\$21766.40
26 cubic-yard container	\$16114.14	\$17608.33	\$19849.57	\$20472.13	\$21094.72	\$21717.25	\$24631.09
36 cubic-yard container	\$17744.00	\$19238.25	\$21479.27	\$22189.22	\$22899.22	\$23609.30	\$26523.13

*subject to applicable CPI adjustments made pursuant to this Chapter.

Section 8.20.190 Table C

Solid Waste Manual-Type Drop Box Collection Charges*

On-Call Monthly Rates (with or without regular service)	Regular	Sunday/Holiday
Per cubic-yard	\$12.94	\$19.43
10 cubic-yard container	\$129.40	\$194.30
20 cubic-yard container	\$258.80	\$388.60
28 cubic-yard container	\$362.32	\$544.04
35 cubic-yard container	\$452.90	\$680.05
50 cubic-yard container	\$647.00	\$971.50
Prices are calculated by the cubic yard		

On-Call Rates Per Pickup (with regular service)	Regular	Sunday/Holiday
Special collection 0—49 cubic yards	\$672.41	\$1008.61
Special collection 50—74 cubic yards	\$1293.01	\$1939.56
Special collection 75 cubic yards	\$2109.10	\$3163.62
On-Call Rates Per Pickup (without regular service)		
On-call collection 0-49 cubic yards	\$1049.60	\$1574.43

*subject to applicable CPI adjustments made pursuant to this Chapter.

All on-call charges are subject to additional charges of \$28.92 daily rent per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Charges

All other charges shall be calculated as follows:

(Base Charge x number of yards of capacity x number of collections per week x 52 weeks per year, divided by 12 months per year) + Demurrage = total monthly charge, where:

"Base Charge" for Monday - Saturday collections = \$12.94 per cubic yard.

"Base Charge" for Sunday collections = \$19.43 per cubic yard.

"Daily Rent" = \$28.92 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

*subject to applicable CPI adjustments made pursuant to this Chapter.

Section 8.20.190 Table D

Solid Waste Manual Drop Box Collection Charges (Scheduled)*

Monthly Charges

Roll-Off Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic-yard container	\$936.69	\$1121.47	\$1682.20	\$2242.93	\$2803.67	\$3364.40	\$4206.37
20 cubic-yard container	\$1497.43	\$2242.93	\$3364.40	\$4485.87	\$5607.33	\$6728.80	\$8412.73
28 cubic-yard container	\$1946.01	\$3140.11	\$4710.16	\$6280.21	\$7850.27	\$9420.32	\$11777.83
35 cubic-yard container	\$2338.53	\$3925.13	\$5887.70	\$7850.27	\$9812.83	\$11775.40	\$14722.28
50 cubic-yard container	\$3179.63	\$5607.33	\$8411.00	\$11214.67	\$14018.33	\$16822.00	\$21031.83

Roll-Off Size	On-Call Rate Per Pick-Up	On-Call Rate Per Demurrage**	Sunday Pull
10 cubic-yard container	\$129.40	\$28.92	\$194.30
20 cubic-yard container	\$258.80	\$28.92	\$388.60
28 cubic-yard container	\$362.32	\$28.92	\$544.04
35 cubic-yard container	\$452.90	\$28.92	\$680.05
50 cubic-yard container	\$647.00	\$28.92	\$971.50

*subject to applicable CPI adjustments made pursuant to this Chapter.

**non-call rate per 24 hours or any part thereof after the first 72 hours.

8.20.200 Rates—Container rentals.

The charges for container rentals for any premises, which shall be billed quarterly by the exclusive franchisee in advance, shall be as follows:

Container Size	Monthly Charge*
1 Cubic-Yard Container	\$23.73
2 Cubic-Yard Container	\$28.49
3 Cubic-Yard Container	\$33.27
4 Cubic-Yard Container	\$37.07
6 Cubic-Yard Container	\$47.49
8 Cubic-Yard Container	\$52.23
Up to 96-gallon Mobile Container	\$5.74

*subject to applicable CPI adjustments made pursuant to this Chapter.

8.20.210 Rates—Special one-time on-call collections.

The charges for special one-time on-call collections for any premises, which may be billed at the time of service by the exclusive franchisee as on-call services, shall be as follows:

Container Size	One Time Charge*
1 Cubic-Yard Container	\$46.40
2 Cubic-Yard Container	\$61.87
3 Cubic-Yard Container	\$77.33

4 Cubic-Yard Container	\$92.76
6 Cubic-Yard Container	\$108.23
8 Cubic-Yard Container	\$123.73
Assorted Trash Pick-up	\$210.44
Residential Refrigerator Freon Removal	Pass thru based on third-party pricing
Residential Air Conditioner Freon Removal	Pass thru based on third-party pricing

*subject to applicable CPI adjustments made pursuant to this Chapter.

8.20.220 Overflowing solid waste.

- A. Any non-residential or multifamily dwelling customer whose solid waste container or containers have overflowing solid waste prior to being emptied on a collection day shall be subject to an overflow charge as provided in this Section.
- B. No overflow charges may be assessed unless:
 - 1. Written notice of an overflow, delivered by regular U.S. mail, e-mail or facsimile (fax) or personal delivery has been provided to the owner or manager of the premises and a subsequent overflow occurs at the premises within ninety (90) days after:
 - a. Such notice has been given; or
 - b. The last overflow charge has been assessed at the premises; and
 - 2. There is significant overflow from a container, as defined in this Chapter and as evidenced by a photograph; and
 - 3. The overflow has actually been collected by the City or its exclusive franchisee.
- C. No overflow charge may be assessed for an overflow that is caused by a prior collection being missed or being performed improperly, or by containers being repositioned by an
- D. No overflow charge may be assessed for an overflow that is caused because the time of day of collection was more than four hours later than the time of day when the last regularly scheduled collection occurred.

E. Overflow charges assessed pursuant to this Section may be waived by the City Manager, or his or her designee, or by an exclusive franchisee, if it is determined that the owner or manager of the premises has taken reasonable steps to avoid future overflows, including but not limited to increasing the container capacity or collection frequency, installing locks on the lids of containers or on access gates to curtail illegal dumping by third parties, or other property management measures designed to avoid overflows.

F. The charge for any overflow for any non-residential customer, which may be billed by the exclusive franchisee at the time of service as an on-call service, shall be forty-six dollars and eighty cents (\$46.80), subject to applicable CPI adjustments made pursuant to this Chapter.

8.20.230 Rates—Medical waste.

The charges for preparation, collection, transportation and disposal of medical waste, and the charges for the optional purchase and rental of medical waste containers shall be determined in accordance with Tables A, B and C that are included within this Section. All charges for medical waste service, except for on-call service which may be

billed at the time of service, shall be billed monthly by the exclusive franchisee in advance or arrears.

**Section 8.20.230 Table A
Medical Waste Charges***

(MONDAY - FRIDAY; IF NO SERVICE IS REQUIRED, EXCLUSIVE FRANCHISEE MUST BE NOTIFIED BY 2:00 P.M. ON DAY BEFORE SCHEDULED SERVICE, OR MINIMUM SERVICE CHARGE WILL APPLY)					
Item	Size & Volume	Price Per Item		Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency	On-Call/Special Collection
Bio-Hazardous Accumulation Containers	Medium 10—14 Gallons	\$7.44	\$7.44	\$42.51 (If total for containers delivered and collected is less than the above amount, then \$42.51 will be charged). If the total for containers is more than \$42.51, then the price per item will be invoiced.	\$95.72 (If total for containers delivered and collected is less than the above amount, then \$95.72 will be charged). If the total number is more than the above amount, then the price per item will be invoiced.
	Large 27—32 Gallons	\$10.63	\$10.63		
	X-Large 48—50 Gallons	\$15.96	\$15.96		
	200 Gallons	\$63.84	\$63.84	Per Month	Per Month

*subject to applicable CPI adjustments made pursuant to this Chapter.

**Section 8.20.230 Table B
Additional Service Charges***

Charges for prescheduled once/month or greater frequency service:			
Type	Size Code	Container	Disposal Price
Chemotherapy Waste Disposal	Large	33 Gallon	\$52.51
	Extra Large	55 Gallon	\$93.15
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$67.74
	Small	10 Gallon	\$122.79
	Medium	20 Gallon	\$245.55
	Large	30 Gallon	\$368.33
	Extra Large	55 Gallon	\$613.92
Charges for on-call / special collections or special services:			
Item			Charge
Special collections (after 5:00 p.m., same day requests, holidays, weekends or greater than 20 polyurethane containers per collection)			\$101.63 Per Hour
Special services (account balancing, reconciliation, usage reports, certificates)			\$101.63 Per Hour
Preparation of waste to make suitable for transportation			\$42.36 Per Container
Collection delay			\$1.72 Per minute after 10 minutes; minimum charge of \$16.95
Over weight charge (Over 50 lbs)			\$67.74 Per Container

*subject to applicable CPI adjustments made pursuant to this Chapter.

**Section 8.20.230 Table C
Purchase or Rental Items***

ALL ITEMS OPTIONAL, IF OFFERED AT EXCLUSIVE FRANCHISEE'S DISCRETION				
Item	Size	Volume	Dimensions	Price
Sharp Containers	Small	1 Quart	4" x 4" x 6"	\$8.48 plus tax
	Medium	5 Quarts	4" x 10" x 9"	\$13.56 plus tax
	Large	8 Quarts	6" x 9" x 10"	\$16.95 plus tax
	Extra Large	32 Quarts	9" x 13" x 17"	\$33.87 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32" (8-10 gallons)	\$118.54 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48" (50 gallons)	\$20.30 plus tax

Locker Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$101.63 per month (includes transportation)
	Large	30 Cubic yards	20' x 8' x 8'	\$237.11 per month (includes transportation)
Roll-Off Box Rental	Extra Large	40 Cubic yards		\$558.90 per month
Trailer Rental (Special collection charge of \$71.56 per hour does not apply to customers with trailer service, unless after hours, weekends or holiday collections are requested)		30 feet long or less		\$810.50 per month
		48 feet long or less		\$1080.66 per month
		53 feet long or less		\$1215.78 per month

Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee
Per wet ton using exclusive franchise equipment, collect transport waste	\$27.56
Per wet ton using city equipment to store waste prior to exclusive franchise transporting	\$26.11

* subject to applicable CPI adjustments made pursuant to this Chapter.

8.20.290 Annual CPI adjustment.

- A. The charges established pursuant to this Chapter shall be adjusted annually based upon the percentage increase in the average annual CPI.
- B. Changes in charges shall be made effective as of July 1, each year, and shall be based upon the percentage increase in the average CPI for the twelve-month period of the preceding calendar year.
- C. Annual increases to charges adjusted in accordance with the percentage increase in the average annual CPI shall not be greater than six and one-half percent when the percentage change in the average annual CPI is less than ten percent and shall be done in the following manner:
 - 1. When the percentage change in the CPI is less than six and one-half percent, the charges are to be adjusted by the actual percentage increase; and

2. When the percentage change is between six and one-half percent and ten percent, the charges adjustment shall not be greater than six and one-half percent.
 3. In the event the average annual CPI exceeds ten percent, the exclusive franchisee may petition the City for an increase in excess of six and one-half percent.
- D. When an unforeseen economic circumstance has occurred during the preceding calendar year, the City Council may consider and may approve a method for adjusting charges which is not based on changes to the CPI. In any year following a period when the adjustment to charges was based on some other method, charge adjustments shall again be based on changes in the CPI.
- E. A minimum of one annual adjustment based on the CPI method must occur between annual adjustments based on methods other than the CPI method.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED:

PAMELA A. GOYNES-BROWN, MAYOR

ATTEST:

JACKIE RODGERS, CITY CLERK