

ORDINANCE NO. 2587

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS TO (1) REPEAL TITLE 8, CHAPTER 20 OF THE NORTH LAS VEGAS MUNICIPAL CODE REGULATING THE COLLECTION, TRANSPORTATION, DIVERSION, PROCESSING AND DISPOSAL OF SOLID WASTE, RECYCLABLES AND REPLACING THE SAME WITH NEW REGULATIONS GOVERNING THE COLLECTION, TRANSPORTATION, DIVERSION, PROCESSING AND DISPOSAL OF SOLID WASTE, RECYCLABLES, AND OTHER RELATED MATTERS AND (2) OTHER MATTERS PROPERLY RELATED THERETO.

WHEREAS, the City of North Las Vegas is a rapidly growing community with a population over 200,000 residents;

WHEREAS, NRS 268.081 grants the City the authority and power to regulate the collection and disposal of garbage and other waste;

WHEREAS, the City had not substantially updated its current solid waste regulations since 1988;

WHEREAS, the City has engaged in a comprehensive review of its current solid waste and recyclable material regulations and has determined such regulations are in need of significant revision, restructuring, and modernization in order to meet the needs of the City, its residents and the business community.

ACCORDINGLY, THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS DOES HEREBY ORDAIN:

SECTION 1: The Municipal Code of the City of North Las Vegas, Nevada, is hereby amended by eliminating Chapter 20 of Title 8 in its entirety and replacing it with the following:

**CHAPTER 8.20
SOLID WASTE MANAGEMENT**

8.20.010 Provision for collection and disposal of solid waste.

The City Council of the City of North Las Vegas may, by contract or otherwise, or in any manner said Council may deem necessary for the health, safety and welfare of said inhabitants, provide for the collection, transportation and disposal of solid waste and other refuse from residences, multifamily dwellings with or without kitchen facilities, places of business and public buildings, at the expense of the City or otherwise.

8.20.020 Contractor subject to rules.

Any person, firm, corporation, or other entity entering into an exclusive franchise agreement with the City for the collection, transportation and disposal of solid waste as defined by NRS 444.490, hazardous waste as defined by NRS 459.430, recyclable materials or construction and demolition waste in said City shall do so subject to the rules and regulations of the Nevada Revised Statutes, Nevada Administrative Code, the Southern Nevada Health District, and of such ordinances and amendments of ordinances as the City may, from time to time, enact.

8.20.030 Applicability of chapter.

This chapter and the provisions contained herein shall apply to every area and facility in the City, including, but not limited to the following: hotels, places of business, public buildings, auto courts, mobilehome parks, duplexes, multifamily dwellings with any number of units, and single-family residential dwellings.

8.20.040 Definitions.

Whenever used in this Chapter, the following definitions must have the meanings ascribed in this section, unless the context clearly indicates a different meaning:

"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 10% 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 (10) gallons or less in size and having no more than one (1) 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 (10) gallons in size, any containers having more than one (1) inch of residue remaining on the bottom, or fuel tanks.

"CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average (1982-84=100), as published by the Bureau of Labor Statistics, U.S. Department of Labor, 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
 - 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 10% 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 10% 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 (10%) 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-U, for a given calendar year ending in December is greater than ten (10) 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-U during that same time period.

8.20.050 Compliance with all ordinances, rules and regulations.

Any person collecting, transporting, processing or disposing of solid waste, hazardous waste or recyclables shall do so subject to the ordinances, rules and regulations of the City, the Southern Nevada Health District, the State of Nevada and the Federal Government.

8.20.060 Unlawful disposal of solid waste.

A. All solid waste, hazardous waste and recyclables collected from the public and private places and premises in the City shall not be deposited at any place other than at a duly licensed transfer station, disposal site, recycling center or materials recovery facility operated in accordance with all applicable laws, rules and regulations. It is unlawful for any person to:

1. Throw or deposit, or cause to be thrown or deposited, in any street, alley, gutter or highway within the City, any solid waste, hazardous waste, or recyclables.
2. Throw or deposit, or cause to be thrown or deposited, any solid waste, hazardous waste, construction or demolition waste or recyclables upon the private or public property or premises or into the container of another person within the City, except as may be provided for in this Chapter.
3. Place, deposit or accumulate, or cause to be placed, deposited or accumulated, any solid waste, hazardous waste, construction or demolition waste or recyclables in such a manner, or permit the same to remain on his or her premises in such condition so that the same may be blown or carried over to public or other private property by any means whatsoever.
4. Allow solid waste, hazardous waste, construction or demolition waste or recyclables to accumulate upon the premises under his or her control in an amount which is detrimental to the public health or safety, or which results in unsightly or unsanitary conditions.
5. Throw or deposit or cause to be thrown or deposited any solid waste, hazardous waste, construction or demolition waste or recyclables in any areas of the City not designated, authorized or licensed by the City for deposit of these materials.

- B. There is hereby created a presumption that the disposal of solid waste, hazardous waste, construction or demolition waste or recyclables in violation of this Section was done by the owner of such items.

8.20.070 Burning of garbage—Permit required.

It is unlawful for any person, for the purpose of disposal of solid waste, hazardous waste, construction or demolition waste or recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish the materials for any such fire, or to authorize any such fire to be kindled or maintained in any solid waste, hazardous waste, construction or demolition waste or recyclables container, or on any street, alley, road, land or other public grounds or upon any private property, within the City, unless a written permit to do so shall first have been secured from the Fire Department. Solid waste and infectious waste shall only be burned in an incinerator duly approved by the Fire Department and the Building and Safety Division and Department of Air Quality and Environmental Management.

8.20.080 Unlawful to convey solid waste; exceptions.

Except in case of an emergency declared by the City Manager under Section 8.20.090 or if allowed pursuant to Section 8.20A.080, it is unlawful for any person, other than the City, an exclusive franchisee or their duly appointed agents to collect or transport any solid waste from residential customers or non-residential customers including temporary containers located at residential customer or non-residential customer locations or provide curbside residential recyclables collection service; provided, however, that:

- A. Any duly licensed and permitted septic tank or grease trap pumpers, lawn maintenance services and tree trimmers may transport those materials accumulated in or generated by the performance of licensed services to a transfer station or a disposal site operated in accordance with all applicable laws, rules and regulations.
- B. Any resident may transport solid waste which originates from his or her primary home to a transfer station or a disposal site operated in accordance with all applicable laws, rules and regulations.
 - 1. Any resident in the City who receives individual curbside service at a single-family dwelling or mobilehome park and who is a current customer of an exclusive franchisee may dispose of the solid waste generated at his or her primary residential premises at any authorized disposal site owned or operated by the exclusive franchisee within the "urban solid waste service area" in Clark County, without charge, upon presentation of a current bill for residential service from the exclusive franchisee and a valid government-issued photo identification with a matching address of the bill, such as a current Nevada driver's license, and in accordance with such

other rules and regulations as the City or the Southern Nevada Health District may adopt. The solid waste presented for disposal without charge must have been generated by the residential customer on his or her own primary residential property, not generated as a result of any commercial activity by the resident or any other person, and not generated by any commercial provider permitted to convey its own solid waste under Section 8.20.080(A), (B) or (C). Commercial providers permitted to convey their own solid waste under Sections 8.20.080(A), (B) and (C) may not dispose waste without charge under any circumstance, including but not limited to:

- a. Having a residential customer accompany the commercial provider to the disposal site.
 - b. Having a residential customer act as an agent for a commercial provider for purposes of disposal without charge.
 - c. Any person or commercial entity acting on behalf of a residential customer.
- C. Any person may transport his or her own recyclables to recycling centers or drop-off centers.
- D. A charitable organization qualified as such under the Federal Internal Revenue Code may collect source-separated recyclables from any premises at the express request of the owner, tenant or occupant and may transport those recyclables to drop-off centers or recycling centers.

8.20.090 Emergency collection, transportation, diversion, processing and disposal of solid waste.

- A. In the event of an interruption in the collection, transportation, diversion, processing or disposal of solid waste and recyclables by the City or its exclusive franchisees, problems affecting the public health, safety and welfare may arise. These problems may include increases in pathogens, vectors, fire hazards, unsightly litter, odor and traffic hazards from the accumulation of solid waste and recyclables. This Section is intended to provide for the emergency collection, transportation, diversion, processing and disposal of solid waste and recyclables by private citizens in order to minimize the adverse impact on the public health, safety and general welfare arising from an interruption in the collection, transportation, diversion, processing and disposal of solid waste and recyclables.
- B. In the event of an interruption in the collection, transporting, diversion, processing or disposal of solid waste and recyclables by the City or its exclusive franchisee, the City Manager may declare an emergency.

C. If the City Manager declares an emergency under Subsection (B) of this Section, the provisions of Section 8.20.080 which relate to transporting solid waste and recyclables shall be suspended and the following provisions shall apply until the date specified in the declaration of emergency or in a subsequent declaration:

1. The City Manager may designate, establish, operate and maintain temporary emergency collection areas for solid waste and recyclables;

Any person may transport the solid waste and recyclables generated or found on real property in his or her possession to a designated temporary emergency collection area;

3. Until hauled to a designated temporary emergency collection area, all putrescible solid waste shall be stored indoors in plastic bags or outdoors in containers or receptacles which will not permit access by flies or animals or constitute a fire hazard; and

4. All putrescible solid waste hauled to a temporary emergency collection area must be securely contained in plastic bags.

8.20.100 Unlawful to deposit solid waste on premises of another.

It is unlawful for any person to throw or cause to be thrown or deposited solid waste upon the premises or in the solid waste receptacle of another.

8.20.110 Solid waste collection vehicle restrictions.

A. It is unlawful to use any vehicle for the transportation or removal of solid waste, construction and demolition waste or recyclables unless such vehicle is appropriately constructed and covered, within industry standards and in accordance with NRS Chapter 484, to prevent or minimize odors from or leakage, sifting, spilling, drifting or blowing of such solid waste, construction or demolition waste or recyclables in or upon the streets through which such vehicle may be driven.

B. All vehicles used in the transportation or removal of solid waste, construction or demolition waste or recyclables shall be equipped with a broom and shovel to clean up spillage resulting from the collection of solid waste, construction or demolition waste or recyclables. The vehicle operator shall be responsible for clean-up of spillage resulting from the collection process.

8.20.120 Receptacles.

A. Every person owning or managing any premises shall provide one or more containers sufficient for the depositing of all solid waste from the premises. A

solid waste exclusive franchisee may rent solid waste containers to its customers pursuant to the rates specified in this Chapter, but the responsibility for placement and maintenance of such rented containers remains with the person owning or managing the premises. Notwithstanding the foregoing, if an exclusive franchisee provides once-a-week solid waste collection, the exclusive franchisee shall provide to its residential solid waste collection customers, upon request and at no additional cost to such customers, containers for the storage and collection of solid waste.

- B. If an exclusive franchisee provides curbside residential recyclables collection, the exclusive franchisee shall provide to its curbside residential recyclables collection customers, upon request and at no additional cost to such customers, containers for the storage and collection of recyclables.
- C. On any single-family dwelling, duplexes, multifamily dwellings, or mobilehome residential premises, it is unlawful to place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City; provided, however, that such containers may be placed within such area, except for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two hours prior to sunset on the day prior to the designated collection day, and that such containers must be removed from the right-of-way no later than eight p.m. on the same collection day.
- D. Containers shall be stored within an enclosure if an enclosure was required in connection with development approval or is otherwise provided on the premises. The construction of container enclosures is encouraged, if such construction was not required in accordance with a development approval. To the extent reasonably possible, development plans and approvals concerning the construction of container enclosures shall be coordinated with the solid waste exclusive franchisee.
- E. An exclusive franchisee shall not be required to pick up solid waste or recyclables from any location that the exclusive franchisee, subject to the City's approval, determines is not safe to access with its disposal vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers requiring the unsafe backing up of vehicles.
- F. Each and every non-residential solid waste or recyclables container, whether canister type or dumpster, must be marked with a legible identification system that identifies the owner of the container.

8.20.130 Receptacles; size of containers.

- A. At any residence that receives individual curbside collection service, each container which cannot be emptied by mechanical or hydraulic equipment shall

have a capacity of not less than three (3) or more than thirty-five (35) gallons and shall weigh no more than fifty (50) pounds, including the contents thereof. Each residence with individual curbside collection service shall also be permitted to use the types and sizes of containers listed in Section 8.20.190, Table A.

- B. At any residence that receives individual curbside collection service, each container designed to be emptied mechanically shall be so constructed as to have a capacity of no more than ninety-six (96) gallons.
- C. Except for manual type drop-box containers listed in Section 8.20.190, Table C, all solid waste containers shall be constructed watertight and shall be provided with handles and covers. Each such container and cover shall be made of a material designed for solid waste containment. Covers shall not be removed except when necessary to place solid waste therein. Each container and its cover shall be kept clean from accumulating grease and decomposing material by the residential or non-residential customer.
- D. It is unlawful for a non-residential customer to place out for collection a container which has overflowing solid waste.
- E. Any non-residential or multifamily dwelling customer who places a container out for collection with solid waste overflowing from the container shall be subject to an overflow charge pursuant to Section 8.20.220.

8.20.140 Removal of solid waste.

- A. No person other than the owner, the City or an exclusive franchisee, or their duly appointed agents may:
 - 1. Interfere with or remove any solid waste or recyclables from the solid waste containers or recyclables containers that are intended for collection by an exclusive franchisee as part of its solid waste collection and curbside residential recyclables collection programs;
 - 2. Tamper with, interfere with, or remove recyclables that have been tied, boxed, or otherwise collected and placed for collection by an exclusive franchisee as part of its curbside residential recyclables collection program; or
 - 3. Participate in curbside residential recyclables collection.
- B. No person other than an owner or operator of a drop-off center, or their authorized agents, may remove recyclables from the drop-off center or recyclables that have been bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

8.20.150 All solid waste shall be placed in a container for collection.

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All residential solid waste shall be placed in a container for collection.

8.20.160 Minimum container requirements.

- A. Every non-residential customer must have cubic-yard container service of at least one cubic-yard container or 96-gallon mobile containers for the solid waste generated from the customer's premises in accordance with the minimum containers requirements set forth in this Section. Each and every non-residential solid waste container, whether canister type or dumpster, must identify the owner and owner's phone number in legible numbers and letters that are at least one inch in height..
- B. For multifamily dwellings with three or four dwelling units, the premises must have cubic-yard container service of at least a one cubic-yard container or a ninety-six (96) gallon container for each unit serviced twice per week, irrespective of occupancy or vacancy of any dwelling units;
- C. For multifamily dwellings with five or six dwelling units, the premises must have cubic-yard container service equivalent to at least a two cubic-yard container serviced twice per week, irrespective of occupancy or vacancy of any dwelling units;
- D. For multifamily dwellings with seven or more dwelling units, the premises must have cubic-yard container service equivalent to at least the greater of the following:
 - 1. A three cubic-yard container serviced twice per week, irrespective of occupancy or vacancy of any dwelling units; or
 - One-half of a one cubic-yard container per dwelling unit per week, irrespective of occupancy or vacancy of any dwelling units.
- E. For mobile home parks that do not have individual curbside service at each mobile home park lot, the premises must have cubic-yard container service equivalent to at least one-half of a one cubic-yard container per mobile home park lot per week, irrespective of occupancy or vacancy of any mobile home park lots.
- F. For motels with at least fifty percent (50%) of the total units having cooking facilities, the premises must have cubic-yard container service equivalent to at least one-fifth of a one cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units; or
- G. For motels with less than fifty percent (50%) of the total units having cooking facilities, the premises must have cubic-yard container service equivalent to at

least one-tenth of a one cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

- H. For each place of business or public building that does not require more than two 96-gallon mobile containers to contain the solid waste generated from the premises the premises must have at least one but not more than two 96-gallon mobile containers.
- I. For each place of business or public building that requires more than two 96-gallon containers to contain the solid waste generated from the premises the premises must have cubic-yard container service sufficient to contain such solid waste.
- J. The container requirements in this Section are intended to be only minimum requirements for non-residential customers. Compliance with such requirements does not constitute compliance with a customer's obligation to provide sufficient container capacity pursuant to Section 8.20.120 if the solid waste generated from the premises requires solid waste service that exceeds the requirements in this Section.

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*
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Single-family dwelling s 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	\$12.98
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	\$9.67 - 1st unit;\$6.76 - each additional unit \$14.51 - 1st unit;\$10.14 - each additional unit \$17.72 - 1st unit;\$12.38 - each additional unit \$20.95 - 1st unit; \$14.64 - each additional unit \$24.17 - 1st unit; \$16.91 - each additional unit \$27.39 - 1st unit; \$19.16 - each additional unit

(Effective July 1, 2010)

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

- B. 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	\$9.67 - each office; \$5.81 - each cooking unit; \$4.65 - each unit without cooking facilities
	3 times/week	\$14.51 - each office; \$8.70 - each cooking unit; \$6.99 - each unit without cooking facilities
	4 times/week	\$17.72 - each office; \$10.62- each cooking unit; \$8.54 - each unit without cooking facilities
	5 times/week	\$20.95 - each office; \$12.57 - each cooking unit;\$10.09 - each unit without cooking facilities
	6 times/week	\$24.17 - each office; \$14.51 - each cooking unit;\$11.64 - each unit without cooking facilities
	7 times/week	\$27.39 - each office; \$16.43 - each cooking unit;\$13.18 - each unit without cooking facilities

(Effective July 1, 2010)

*subject to applicable CPI-U 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

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services shall be the same as for single-family dwellings as set forth in Section 8.20.170.

- C. 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	\$8.70	\$17.40	\$26.10	\$40.16	\$55.08	\$72.39	\$86.79
Each additional container	\$8.70	\$17.40	\$26.10	\$40.16	\$55.08	\$28.90	\$34.77
One Cubic-Yard Container	\$43.40	\$86.79	\$130.20	\$144.55	\$163.19	\$187.98	\$225.86
Each additional container	\$43.40	\$86.79	\$130.20	\$144.55	\$163.19	\$144.52	\$173.87
Two Cubic-Yard Container	\$86.96	\$173.87	\$260.82	\$275.39	\$298.50	\$332.52	\$399.73
Each additional container	\$86.96	\$173.87	\$260.82	\$275.39	\$298.50	\$289.04	\$347.73
Three Cubic-Yard Container	\$130.40	\$260.80	\$391.22	\$406.04	\$433.72	\$477.03	\$573.62
Each additional container	\$130.40	\$260.80	\$391.22	\$406.04	\$433.72	\$433.55	\$521.61
Four Cubic-Yard Container	\$173.87	\$347.73	\$521.62	\$536.72	\$568.95	\$621.55	\$747.45
Each additional container	\$173.87	\$347.73	\$521.62	\$536.72	\$568.95	\$578.03	\$695.50
Six Cubic-Yard Container	\$260.80	\$521.61	\$782.40	\$798.07	\$839.39	\$910.56	\$1095.20
Each additional container	\$260.80	\$521.61	\$782.40	\$798.07	\$839.39	\$865.01	\$1040.46
Eight Cubic-Yard Container	\$347.73	\$695.49	\$1043.21	\$1059.42	\$1109.84	\$1199.60	\$1442.93
Each additional container	\$347.73	\$695.49	\$1043.21	\$1059.42	\$1109.84	\$1163.61	\$1399.65

(Effective July 1, 2010)

*subject to applicable CPI-U 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	\$1929.06	\$2578.85	\$3533.20	\$3837.57	\$4141.96	\$4446.34	\$6498.73
17 cubic-yard container	\$2386.69	\$3150.63	\$4440.69	\$4879.07	\$5317.43	\$5755.82	\$7663.42
26 cubic-yard container	\$2674.83	\$3726.91	\$5305.10	\$5743.47	\$6181.84	\$6620.22	\$8671.99
36 cubic-yard container	\$3156.30	\$4208.45	\$5786.47	\$6286.41	\$6786.32	\$7286.34	\$9338.15
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	\$8427.79	\$9077.60	\$10031.97	\$10336.33	\$10640.68	\$10945.07	\$12997.48
17 cubic-yard container	\$10050.07	\$10814.69	\$12104.11	\$12542.48	\$12980.87	\$13419.26	\$15326.83
26 cubic-yard container	\$11346.79	\$12398.92	\$13977.10	\$14415.47	\$14853.87	\$15292.22	\$17344.01
36 cubic-yard container	\$12494.47	\$13546.64	\$15124.65	\$15624.57	\$16124.52	\$16624.53	\$18676.31

(Effective July 1, 2010)

*subject to applicable CPI-U 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	\$9.12	\$13.68
10 cubic-yard container	\$91.20	\$136.80
20 cubic-yard container	\$182.40	\$273.60
28 cubic-yard container	\$255.36	\$383.04
35 cubic-yard container	\$319.20	\$478.80
50 cubic-yard container	\$456.00	\$684.00
Prices are calculated by the cubic yard		

On-Call Rates Per Pickup (with regular service)	Regular	Sunday/Holiday
Special collection 0-49 cubic yards	\$473.47	\$710.21
Special collection 50-74 cubic yards	\$910.48	\$1365.74
Special collection 75 cubic yards	\$1485.11	\$2227.67

On-Call Rates Per Pickup (without regular service)		
On-call collection 0-49 cubic yards	\$739.08	\$1108.63

(Effective July 1, 2010)

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

All on-call charges are subject to additional charges of \$20.37 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 = \$9.12 per cubic yard.

"Base Charge" for Sunday collections = \$13.68 per cubic yard.

"Daily Rent" = \$20.37 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

*subject to applicable CPI-U 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	\$660.01	\$790.40	\$1185.00	\$1580.80	\$1976.00	\$2371.20	\$2984.00
20 cubic-yard container	\$1055.21	\$1580.80	\$2371.20	\$3161.60	\$3952.00	\$4742.40	\$5928.00
28 cubic-yard container	\$1371.37	\$2213.12	\$3319.68	\$4426.24	\$5532.80	\$6639.36	\$8229.20
35 cubic-yard container	\$1648.01	\$2766.40	\$4149.60	\$5532.80	\$6916.00	\$8299.20	\$10374.00
50 cubic-yard container	\$2240.81	\$3952.00	\$5928.00	\$7904.00	\$9880.00	\$11856.00	\$14820.00

Roll-Off Size	On-Call Rate Per Pick-Up	On-Call Rate Per Demurrage**	Sunday Pull
10 cubic-yard container	\$91.20	\$20.37	\$136.80
20 cubic-yard container	\$182.40	\$20.37	\$273.60
28 cubic-yard container	\$255.36	\$20.37	\$383.04
35 cubic-yard container	\$319.20	\$20.37	\$478.80

50 cubic-yard container	\$456.00	\$20.37	\$684.00
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(Effective July 1, 2010)

*subject to applicable CPI-U 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	\$16.72
2 Cubic-Yard Container	\$20.06
3 Cubic-Yard Container	\$23.42
4 Cubic-Yard Container	\$26.10
6 Cubic-Yard Container	\$33.43
8 Cubic-Yard Container	\$36.77
Up to 96-gallon Mobile Container	\$4.02

(Effective July 1, 2010)

*subject to applicable CPI-U 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	\$32.68
2 Cubic-Yard Container	\$43.56
3 Cubic-Yard Container	\$54.45
4 Cubic-Yard Container	\$65.31
6 Cubic-Yard Container	\$76.22
8 Cubic-Yard Container	\$87.11
Assorted Trash Pick-up	\$148.17
Residential Refrigerator Freon Removal	\$30.00
Residential Air Conditioner Freon Removal	\$52.00

(Effective July 1, 2010)

*subject to applicable CPI-U 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 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 exclusive franchisee after collection such that a container is inaccessible to tenants of the premises, resulting in overuse of and overflow occurring in another container.
- 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 \$32.95, subject to applicable CPI-U 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	\$5.24	\$5.24	\$29.94 (If total for containers delivered and collected is less than the above amount, then \$29.94 will be charged). If the total for containers is more than \$29.94, then the price per item will be invoiced.	\$67.39 (If total for containers delivered and collected is less than the above amount, then \$67.39 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	\$7.49	\$7.49		
	X-Large 48-50 Gallons	\$11.24	\$11.24		
	200 Gallons	\$44.95	\$44.95	Per Month	Per Month

(Effective July 1, 2010)

*subject to applicable CPI-U 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	\$36.97
	Extra Large	55 Gallon	\$65.59
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$47.70
	Small	10 Gallon	\$86.46
	Medium	20 Gallon	\$172.91
	Large	30 Gallon	\$259.39
	Extra Large	55 Gallon	\$432.30
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)	\$71.56 Per Hour		
Special services (account balancing, reconciliation, usage reports, certificates)	\$71.56 Per Hour		
Preparation of waste to make suitable for transportation	\$29.82 Per Container		
Collection delay	\$1.20 Per minute after 10 minutes; minimum charge of \$11.93		
Over weight charge (Over 50 lbs)	\$47.70 Per Container		

(Effective July 1, 2010)

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*subject to applicable CPI-U 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"	\$5.97 plus tax
	Medium	5 Quarts	4" x 10" x 9"	\$9.54 plus tax
	Large	8 Quarts	6" x 9" x 10"	\$11.93 plus tax
	Extra Large	32 Quarts	9" x 13" x 17"	\$23.85 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32" (8-10 gallons)	\$83.48 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48" (50 gallons)	\$14.31 plus tax
Locker Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$ 71.56 per month (includes transportation)
	Large	30 Cubic yards	20' x 8' x 8'	\$ 166.96 per month (includes transportation)
Roll-Off Box Rental	Extra Large	40 Cubic yards		\$393.55 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		\$570.71 per month
		48 feet long or less		\$760.95per month
		53 feet long or less		\$856.08 per month

Sewage Waste Disposal Charges

Sewage Waste Disposal service	Fee
Per wet ton using exclusive franchise equipment, collect transport waste	\$19.42
Per wet ton using city equipment to store waste prior to exclusive franchise transporting	\$18.39

(Effective July 1, 2010)

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

8.20.240 Sewage Waste.

The rate, terms and conditions for collection, transportation and disposal of sewage waste may be specified in a separate sewage-waste service agreement between the City and any exclusive franchisee. If any jurisdiction other than the City imposes any exclusive franchise fee on an exclusive franchisee based upon its cash receipts or gross revenues from sewage-waste services provided by the exclusive franchisee, the exclusive franchisee shall be solely responsible for such exclusive franchise fees and shall not pass such exclusive franchise fees through to the City.

8.20.250 Non rate-regulated solid waste

The charges specified in this Chapter for collecting, transporting, diverting, processing and disposing of solid waste shall not apply to construction or demolition waste or source-separated recyclables handled in accordance with Chapter 8.20A or, septic-tank waste, grease-trap waste, or landscaping or tree-trimming waste handled in accordance with Section 8.20.080. A non-exclusive franchisee or other licensed service provider shall enter into a non-exclusive franchise agreement with the City for the collection, transportation, diversion, processing and disposal of source separated recyclables and construction or demolition waste generated in the City as set forth in Chapter 8.20A.

8.20.255 Environmental surcharge

- A. To provide for the remedial action or removal or related activities at a solid waste disposal site, for environmentally sound solid waste collection and disposal, and such other environmental programs and activities, the City Council may impose a surcharge to be added to all billings for solid waste collection services rendered within the city. A surcharge imposed under this section shall be subject to the requirements of this section and an exclusive franchisee shall pass through to its customers any surcharges required in this section.
- B. The surcharge shall be:
 - 1. Determined as a percentage of the gross receipts derived by an exclusive franchisee from the collection of all solid waste and curbside recyclables collection services within the City, for the first twelve month period the surcharge is in effect;
 - 2. Increased by no more than one percent of the gross receipts derived by an exclusive franchisee from the collection of all solid waste and curbside recyclables collection services within the City, during any subsequent twelve month period;
 - 3. Increased up to a total cumulative amount of no more than five percent of the gross receipts derived by an exclusive franchisee from the collection of all solid waste and curbside recyclables collection services within the City.
- C. The exclusive franchisee shall collect the environmental surcharge and shall remit such proceeds to the City as provided in this section.
- D. The exclusive franchisee shall remit the proceeds of the surcharge to the city according to procedures adopted by the City Manager. However, the exclusive franchisee shall not be responsible for covering any shortage caused by failure of a customer to pay surcharges for solid waste collection. Surcharges collected by

the exclusive franchisee on City's behalf shall pass through directly to City and shall not be considered in calculating the exclusive franchisee fee.

- E. The City may require the exclusive franchisee to submit reports or other documentation necessary to establish compliance with the requirements of this section or the procedures adopted by the City Manager hereunder. The exclusive franchisee shall provide such records available to the City for such auditing purposes within twenty business days of a request by the City for production of the same, unless the City agrees to additional time.
- F. The City may place the proceeds of the environmental surcharge into a dedicated environmental fund established by the city and may use such funds to pay for remedial action costs, for the costs of programs that promote environmentally sound solid waste collection and disposal, or for any other lawful municipal purpose.
- G. The City Council may adjust amount of the environmental surcharge from time to time as necessary to maintain any fund established by the city at a level necessary to accommodate the City's purposes, but shall not exceed the maximum amount set forth in this section.

8.20.260 Mandatory water service and solid waste collection.

- A. To ensure the uniform, safe and sanitary treatment of solid waste in the City and to discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning, occupying or managing any premises in the City which are connected to water service to subscribe to solid waste collection service provided by the City or its authorized exclusive franchisee and to pay the charges specified in this Chapter. No person may discontinue paying for solid waste collection service for his or her premises, unless such premises are not connected to water service for the entire billing period.
- B. In order to discontinue paying for solid waste collection service pursuant to Subsection (A) of this Section, a person must request discontinuation of service and provide proof that no water service to the premises is provided. Fees to disconnect water service are delineated in Section 13.04.020.F of the City Municipal Code. No fee may be charged to discontinue solid waste service or to reestablish solid waste service to the premises of residential customers after solid waste service has been discontinued pursuant to this Subsection (B).
- C. All charges for regular or periodic services provided by the City, its exclusive franchisees, or their duly appointed agents, pursuant to this Chapter shall be billed on the appropriate City's monthly utility bill and for services billed by the exclusive franchisee on the first business day of the billing period, as applicable

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and shall be due and payable within thirty (30) days; provided, however, that charges for on-call service may be billed at the time of service. All charges for services under this Chapter, including the penalties for delinquent payment, shall constitute a debt and obligation of the legal owner of the premises to the City or its exclusive franchisee, and such person shall be liable therefore in a civil action commenced by the City or its exclusive franchisee in any court of competent jurisdiction for the recovery of such charges and penalties.

- D. If any person fails to pay the charges authorized by this Chapter by the date they become due and payable, a penalty shall be added thereto. The City's billing procedure is part of the water and wastewater billing procedure included in Section 13.04.020.F of the City Municipal Code. The penalty added by the exclusive franchisee for services billed by the exclusive franchisee will be two percent per month (or fraction thereof) of the delinquent amount.
- E. A customer shall be entitled to a refund of any advance payment for service he or she has made upon presenting proof that a connection to water service did not exist at the customer's premises during the entire billing period for which the advance payment was made. All refunds from an exclusive franchisee to a customer shall be paid within thirty (30) days from the date of the customer's request for reimbursement or date of exclusive franchisee's knowledge that a refund is owed.
- F. No person shall accept and no exclusive franchisee shall offer or give any solid waste collection, transportation and disposal services or curbside residential recyclables collection services without charge, or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter, except that this provision does not apply to any credits or refunds issued pursuant to Section 8.20.350, charitable organizations which are exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue Code or as further provided by exclusive franchise agreement.
- G. For properties that do not have water service, written proof of a shut off request submitted to the franchisee must be provided to discontinue paying for solid waste collection services.

8.20.270 Pass through charges; required annual reports.

- A. In addition to all other charges established by this Chapter, the City and an exclusive franchisee may pass through to its customers such charges as are necessary for the exclusive franchisee to recoup all State business license taxes or other taxes imposed by the State or any environmental surcharges imposed by the City. Except as otherwise provided, the exclusive franchisee shall not list such charges separately on its bills.
- B. An exclusive franchisee shall provide to the City, on or before March 1 each year

and in a form satisfactory to the City, a detailed report for the preceding calendar year containing the following information concerning the exclusive franchisee's State business license taxes:

1. The amount of taxes paid during the prior calendar year;

How such taxes were calculated including the number of employees upon which such taxes were based;
3. The number of customers in the City served by the exclusive franchisee during the prior calendar year;
4. The total pass-through tax charges collected from customers during the prior calendar year; and
5. The method that the exclusive franchisee will use to pass through such taxes to its customers for the current year, including any adjustments to the pass-through tax charges necessary to correct for any excess or under charges during the prior calendar year.

8.20.280 Lien on real property.

All solid waste collection charges authorized and established by this Chapter, including any penalties assessed under Section 8.20.260, shall constitute a lien upon the real property of the premises served until such charges have been paid. Such lien shall be enforced in the manner specified in NRS 444.520 by either the City or the exclusive franchisee.

8.20.290 Annual CPI-U adjustment.

- A. The charges established pursuant to this Chapter shall be adjusted annually based upon the percentage increase in the average annual CPI-U.
- 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-U 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-U shall not be greater than six and one-half percent when the percentage change in the average annual CPI-U is less than ten percent and shall be done in the following manner:
 1. When the percentage change in the CPI-U 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-U 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-U. 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-U.
- E. A minimum of one annual adjustment based on the CPI-U method must occur between annual adjustments based on methods other than the CPI-U method.

8.20.300 Exclusive Franchise fee.

- A. Every exclusive franchisee shall pay a quarterly exclusive franchise fee, in the amount specified in the exclusive franchise agreement, based on its cash receipts derived from the collection of solid waste and curbside residential recyclables collection, except for solid waste excluded in Section 8.20.080 and 8.20.250, for the preceding calendar quarter. All exclusive franchise fees shall be due no later than thirty (30) days after the end of each calendar quarter. Where the City bills customers on behalf of the exclusive franchisee, the City shall deduct the appropriate exclusive franchise fee and the billing service fee listed in 8.20.300.D prior to remitting payment to the exclusive franchisee.
- B. All charges to customers for the collection of solid waste and curbside residential recyclables collection pursuant to this Chapter and the exclusive franchise agreement, other than non rate-regulated solid waste under Section 8.20.250, shall be deemed to include the exclusive franchise fee which the exclusive franchisee pays to the City. The exclusive franchisee may pass such fees through to its customers only as a part of the general service charges charged to its customers, not as a separate charge that is additional to the general service charges.
- C. The exclusive franchisee shall pay a billing service fee of five percent (5%) of all cash receipts collected by the City for solid waste removal, which shall be deducted from payments to the exclusive franchisee as indicated in Section 8.20.300.

8.20.330 Alternative collection schedules.

- A. Notwithstanding any provision in this Chapter to the contrary, the City Manager and an exclusive franchisee may agree upon alternative collection schedules for

specified test periods for the purpose of testing recycling options.

- B. Notwithstanding any provision in this Chapter to the contrary, the City Manager has the authority to approve rates for new services not included in this Chapter.

8.20.340 Customer service standards.

The following customer service standards shall apply to each exclusive franchisee:

- A. The exclusive franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City or the franchisee. The complaint resolution procedure shall include the following:

- 1. The exclusive franchisee shall be required to record all complaints and if possible resolve them within forty-eight (48) hours of their receipt.

If the exclusive franchisee cannot resolve a complaint within forty-eight (48) hours of its receipt, the exclusive franchisee shall within that period, provide the City with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the complaint and the timeline to reach a resolution of the complaint.

- B. If the City is not satisfied with the exclusive franchisee's proposed resolution of a complaint, the City Manager, or his or her designee, shall have the authority to direct the exclusive franchisee to resolve the complaint in a manner that is satisfactory to the City.
- C. Upon request, the exclusive franchisee shall provide the City with a written monthly report, in a form satisfactory to the City, summarizing the complaints received by the exclusive franchisee and the resolutions thereof for the preceding month.

8.20.350 Customer service operators.

- A. Customer service telephone operators of an exclusive franchisee shall be trained to screen requests and assist in solving problems and shall identify themselves by at least their first names immediately upon initial contact with a customer.
- B. A customer shall be transferred to a supervisor upon request or, if none is available, receive a return call from a supervisor within one working day of the request.
- C. Unless otherwise agreed to by the City, customer service operators of an exclusive franchisee shall be available to answer telephone calls from customers during normal business hours, which shall be from at least eight a.m. to five p.m. each Monday through Friday, except for any Monday through Saturday that falls on any of the following holidays: New Year's Day, Memorial Day, Fourth of July,

Labor Day, Thanksgiving and Christmas. When customer service operators are not available to answer telephone calls from customers, the exclusive franchisee shall employ an answering machine or service capable of receiving and recording calls from customers. Calls received by such answering machine or service shall be returned on the next business day.

- D. Each exclusive franchisee shall at all times maintain a telephone answering system that measures the:
 - 1. Average wait time from the time that customer calls reach the exclusive franchisee to the time that such calls are answered by a person (not a machine);
 - 2. Number of calls that reach the exclusive franchisee but are dropped before a representative of the exclusive franchisee answers such calls; and
 - 3. Percentage of time during which all of the exclusive franchisee's customer service telephone lines are busy.
- E. Upon request, an exclusive franchisee shall provide the City with a written monthly report regarding its telephone answering system, in a form satisfactory to the City, summarizing the average wait time, the number of dropped calls and the percentage of time during which all lines were busy during the preceding month.
- F. During normal business hours as specified in Subsection (C) of this Section, an exclusive franchisee shall meet the following minimum standards for its telephone answering system at least ninety percent of the time, measured monthly:
 - 1. Telephone answering time, including wait time, shall not exceed sixty seconds.
 - 2. No more than five percent of incoming customer service callers shall receive a busy signal.
- G. Each monthly report required by Subsection (E) of this Section shall include a summary of whether the exclusive franchisee is or is not in compliance with the standards established pursuant to Subsection (F) of this Section and, if the exclusive franchisee is not in compliance, what actions the exclusive franchisee will take to meet the standards in future months.

8.20.360 Container damage.

- A. For purposes of this Section, a "container damaged beyond proper use" shall mean a solid waste container used by any customer that has been damaged to

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such an extent that it can no longer be properly used for solid waste collection, including but not limited to a container that has broken wheels so that it cannot be rolled in and out of an enclosure in which it is stored.

- B. For purposes of this Section, an exclusive franchisee shall be deemed to have notice that a container has been damaged beyond proper use no later than the earlier of the following dates:
1. The date on which the exclusive franchisee receives oral or written notice of the damage; or
 2. The first regularly scheduled collection day after the damage has occurred.
- C. If an exclusive franchisee provides a container to any customer and such container is damaged beyond proper use through the exclusive franchisee's own actions or through normal wear and tear, or if the exclusive franchisee damages any other container that is used by a customer through the exclusive franchisee's own negligence or misconduct, the exclusive franchisee shall:
1. Fix or repair such container, at its own cost, no later than seven calendar days after it has notice of the damage;

Be deemed to have missed each collection that is regularly scheduled from the date on which the exclusive franchisee has notice of the damage until such time as the container is fixed or replaced; and
 3. Automatically issue a credit to the customer for each missed pickup in accordance with Subsection (E) of this Section.
- D. If an exclusive franchisee misses or improperly performs a collection for a non-residential customer for any reason other than a container being damaged beyond proper use, resulting in solid waste that the customer has properly put out for collection not being collected, the exclusive franchisee shall, within twenty-four hours of receiving notice of such missed or improper collection, send a second vehicle to the premises to properly collect such solid waste.
- E. If an exclusive franchisee fails to fix or replace a container damaged beyond proper use as required by this Section, or to correct a missed or improper collection for a non-residential customer as required by this Section, the exclusive franchisee shall automatically issue a prorated credit to such customer's account, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, regardless of whether the customer makes any request for such a credit.

8.20.370 Violation—Penalty.

- A. Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.
- B. The provisions of this Chapter 8.20 may be enforced by the North Las Vegas Police Department, Fire Department, Code Enforcement or other authorized City personnel.

8.20.380 Injunctive Relief and Civil Remedies.

- A. The city, in addition to the remedies and penalties above-named, shall have injunctive relief against any violator of this chapter with or without prior notice to prevent or correct any violation of this chapter.
- B. Any exclusive franchisee, on its own behalf or on behalf of the City with the City's consent, has the right to seek appropriate civil remedies, including but not limited to injunctive relief and monetary damages, for acts by any private or public person or public entity for any violations of applicable laws, rules, regulations, codes or its exclusive franchise agreement, including but not limited to its exclusive rights under the exclusive franchise agreement.

SECTION 2: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the City Attorney as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens and persons.

SECTION 3: SEVERABILITY. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of North Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: EFFECTIVE DATE. This Ordinance shall become effective after its

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passage by the City Council of the City of North Las Vegas and, after such passage by the provisions the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION 5: PUBLICATION. The City Clerk shall cause this Ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED, ADOPTED and APPROVED this 21st day of SEPTEMBER , 2011.

APPROVED:

By /s/Shari L. Buck
SHARI L. BUCK, Mayor

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ATTEST:

/s/Karen L. Storms
KAREN L. STORMS, CMC, City Clerk

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APPROVED AS TO FORM:

/s/Jeffrey F. Barr
JEFFREY F. BARR, ACTING CITY ATTORNEY

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Date: 9/21/11
PASSED, ADOPTED and APPROVED this _____ day of _____, 2011.

APPROVED:

By _____

SHARI L. BUCK, Mayor

ATTEST:

KAREN STORMS, CMC, City Clerk

APPROVED AS TO FORM:

Jeffrey F. Barr, Acting City Attorney

Date: _____

