

MEETING DATE: 06/09/08

AGENDA ITEM: Adoption of a Resolution of the City Council Establishing and Levying a Refuse Rate Schedule effective on July 1, 2008 and Rescinding Resolution No. 2007-R033 that Established the Existing Refuse Rate Schedule.

ATTACHMENTS

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1	Refuse Rate Resolution	1-8

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1 a single week, and residential, commercial or industrial customers having
2 heavy, bulky or large items (such as a major household appliance) to be
3 collected.

4 **d. Commercial can.** This is service provided on a one-time per
5 week basis to commercial or industrial establishments that generate small
6 volumes of refuse each week, and that are unable to use two or three cubic
7 yard refuse bins because of space limitations. Fees are included on the
8 annual property tax statement, unless a tenant established a commercial
9 refuse services agreement with the City.

10 **e. Commercial bin.** This is service provided on a scheduled or
11 on-call basis to residential, commercial or industrial customers who place
12 refuse in refuse bins, and greenwaste in greenwaste bins with a capacity of
13 two or three cubic yards.

14 **f. Temporary bin.** This is service provided on a temporary on-call
15 basis to residential, commercial or industrial customers who temporary
16 require a two or three cubic yard bin. Customers are billed for delivery and
17 retrieval, each pick-up, and for each full month rental.

18 **g. Special bin pick-up.** This is service provided on an on-call
19 basis to commercial bin customers in excess of the frequency specified in the
20 service agreement.

21 **h. Extra bin pick-up.** This is service provided to commercial and
22 temporary bin customers who require a bin to be emptied more than one time
23 during a single collection stop. The customer is responsible for placing
24 refuse into the bin for all extra pick-ups.

25 **i. Bin pull-out.** This is service provided on a scheduled and/or
26 on-call basis to commercial and temporary bin customers who store bins in
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1 locations more than 25 linear feet from a point where the collection vehicle
2 can safely pick up and empty the bin.

3 j. **Lock set.** This is service provided to commercial and
4 temporary bin customers who require locking devices on refuse bins. The
5 locking devices and locks are provided by the City.

6 k. **Industrial.** This is service provided on a scheduled or on-call
7 basis to public, commercial or industrial enterprises that generate large
8 volumes of solid waste. This service includes providing the customer an eight
9 to fifty cubic yard capacity debris box or a customer-supplied compactor
10 container. A City-supplied debris box must be picked up and emptied at least
11 once every fourteen calendar day period.

12 l. **Transfer and disposal.** This service includes dumping solid
13 waste at the City refuse transfer station and transporting it to an authorized
14 disposal or salvage site. Customers who deliver refuse to the refuse
15 transfer/recycling station and industrial customers pay for this service on a
16 per-ton basis. Transfer and disposal costs for other customers are included
17 in the collection fees.

18 m. **Area clean-up.** This service is provided to businesses that
19 require a special clean-up of excess trash around bins and adjacent public
20 alleyway. This is special service that will only be implemented when the
21 excess trash at a business can cause a health and safety problem.

22 n. **Compactor housekeeping.** This is a variable fee that will be
23 assessed to businesses that use the Cardiff compactor during times when
24 the compactor and surrounding area require janitorial attention. The funds
25 collected from this fee will be used to hire a janitorial company to remove
26 excess trash from the Cardiff compactor enclosure and surrounding area on
27 a daily basis.
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1 o. **Waste reduction and recycling incentive.** This service is
2 provided to commercial or industrial customers who separate recyclable or
3 salvageable materials from mixed refuse. When the City Environmental
4 Programs and Operations Division is able to divert solid wastes from sanitary
5 landfills, the actual disposal cost may be significantly less. The cost savings
6 may be passed through to customers in the form of reduced rates.

7 2. The rates for each service defined in Section 1, shall be as follows:

8 a. **Residential, single. \$27.90 per dwelling unit per month.**

9 b. **Residential, multi. \$27.90 per dwelling unit per month.**

10 c. **Special, bulk pick-up. \$41.13 minimum charge.** Charges
11 may be increased in **\$20.56** increments based on volume, weight or shape.
12 The City will provide a binding estimate before providing the service.

13 d. **Commercial can (trash). \$25.37 per billing unit.** One billing
14 unit is the monthly charge for collection of up to ½ cubic yard of refuse each
15 week. The service agreement shall set forth the number of billing units for
16 each commercial can customer. **Commercial can (recycle). \$11.96 per**
17 **billing unit.** One billing unit is the monthly charge for collection of up to ½
18 cubic yard of mixed recyclables every other week. The service agreement
19 shall set forth the number of billing units for each commercial can customer.

20 e. **Commercial bin.**

21 1) 2 cubic yards: Refuse, **\$108.48** per month per bin for
22 one weekly collection. Greenwaste, **\$41.23** per month per bin for one
23 weekly collection. Additional weekly collections will be billed based on
24 multiples of this fee.

25 2) 3 cubic yards: Refuse, **\$133.26** per month per bin for
26 one weekly collection. Greenwaste, **\$43.51** per month per bin for one
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1 weekly collection Additional weekly collections will be billed based on
2 multiples of this fee.

3 **f. Temporary bins and on-call service.**

- 4 1) Pull out: **\$6.68**
5 2) Delivery/removal/re-spot: **\$8.33**
6 3) Collection, on-call: Two (2) cubic yard bin: Refuse,
7 **\$27.77/each collection.**
8 4) Collection, on call: Two (2) cubic yard bin: Greenwaste,
9 **\$8.33/each collection.**
10 5) Collection, on call: 3 cubic yard bin: Refuse,
11 **\$41.67/each collection.**
12 6) Collectionon-call: 3 cubic yard bin: Greenwaste,
13 **\$9.05/each collection.**
14 7) Bin rental fee: A prorated charge of **\$43.89** per month will
15 be assessed to a customer using a temporary bin.

16 **g. Special bin pick-up**

- 17 1) Collection, special: Two (2) cubic yard bin: Refuse,
18 **\$27.77/each collection.**
19 2) Collection, special: Two (2) cubic yard bin: Greenwaste,
20 **\$8.33/each collection.**
21 3) Collection, special: 3 cubic yard bin: Refuse,
22 **\$41.67/each collection.**
23 4) Collection special: 3 cubic yard bin: Greenwaste,
24 **\$9.05/each collection.**

25 **h. Extra bin pick-up.**

- 26 1) 2 cubic yard: **\$27.77** per event.
27 2) 3 cubic yard: **\$41.67** per event.
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2 i. **Bin pull out. \$30.26 per month, per bin.**

3 j. **Lock set. \$9.16 per month per lock set.**

4 k. **Industrial.**

5 1) Container re-spot (8, 10, 30, 40 cubic yard): **\$36.40**

6 2. Container empty or removal: **\$162.36** per event, (plus
7 transfer and disposal tonnage fee, with transfer and disposal fee being
8 based on a minimum charge for 2 tons).

9 l. **Transfer and disposal.**

10 1) Trash - first eleven (11) tons: **\$80.87** each ton,
11 measured to the nearest 100th of a ton.

12 2) Trash - over eleven (11) tons: **\$161.75** each ton,
13 measured to the nearest 100th of a ton.

14 3) Asphalt - **\$46.22** each ton, measured to the nearest 100th
15 of a ton.

16 4) Asphalt – over eleven (11) tons **\$92.44** each ton,
17 measured to the nearest 100th of a ton.

18 5) Metal - **\$11.19** each ton, measured to the nearest 100th
19 of a ton.

20 6) Metal - over eleven (11) tons **\$22.38** each ton, measured
21 to the nearest 100th of a ton.

22 7) Inert - **\$51.84** each ton, measured to the nearest 100th of
23 a ton.

24 8) Inert - over eleven (11) tons **\$103.69** each ton, measured
25 to the nearest 100th of a ton.

26 9) Clean wood - **\$42.46** each ton, measured to the nearest
27 100th of a ton.
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10) Clean wood - over eleven (11) tons **\$84.93** each ton, measured to the nearest 100th of a ton.

11) Contaminated wood - **\$51.84** each ton, measured to the nearest 100th of a ton.

12) Contaminated wood - over eleven (11) tons **\$103.69** each ton, measured to the nearest 100th of a ton.

13) Greenwaste - **\$51.84** each ton, measured to the nearest 100th of a ton.

14) Greenwaste - over eleven (11) tons **\$103.69** each ton, measured to the nearest 100th of a ton.

9) Drop-body rental fee: A prorated charge of **\$143.31** per month will be assessed to a customer using a drop-body.

m. **Area clean-up. \$63.67 per event.** The fee will increase by \$41.67 for each additional bin load (3 cubic yard) of trash.

n. **Compactor housekeeping fee.** This is a variable charge that will be assessed to businesses that use the Cardiff compactor located in downtown Culver City. The fee will not exceed **\$90.00** per month for each restaurant that uses the compactor.

o. **Waste reduction and recycling incentive.** The Environmental Programs and Operations Manager shall establish incentive rates for recyclable materials based on current market conditions. Incentive rates may be applied to the following services:

- 1) **Commercial bin.**
- 2) **Temporary bin.**
- 3) **Special bin and bulk pick up.**
- 4) **Extra bin pick up.**
- 5) **Transfer and disposal.**

3. The City Council hereby directs the creation of the Refuse Service Lien Master File List Computer Floppy Disk and orders the annual levy of Refuse Service Fees on each parcel of property as shown and set forth in the computer floppy disk.

4. The Los Angeles County Auditory-Controller shall enter on the County Assessment Roll the amount of the fee on each parcel and the fee shall then be collected at the same time and in the same manner as County Property Taxes are collected. After collection, the net amount of the fee shall be paid to the City Treasurer of Culver City and the money shall be placed in the Refuse Disposal Enterprise Fund.

5. The City Clerk is hereby ordered and directed to file a copy of said computer floppy disk, together with a certified copy of the Resolution with the Los Angeles County Auditor-Controller.

6. A certified copy of the Refuse Service Fee Lien Master File Listing Computer Floppy Disk shall be kept on file, under control of the City Clerk, at all times and shall be available for public inspection.

7. The Refuse Collection Fees set forth in Section 2 that have not been billed through the Refuse Service Fee Lien Master File Listing Computer Floppy Disk shall be collected pursuant to billing procedures established by the Chief Financial Officer.

8. Resolution No. 2007-R033 is hereby rescinded.

APPROVED and ADOPTED this _____ day of _____ 2008.

D. SCOTT MALSIN, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk
A08-00213

CAROL A. SCHWAB, City Attorney