

MEETING DATE: 6/22/09

AGENDA ITEM: Adoption of a Resolution of the City Council
Establishing and Levying a Refuse Rate Schedule
Effective on July 1, 2009 and Rescinding
Resolution No.s 2008-R040 and 2002-R122 that
Established the Existing Refuse Rate Schedule.

ATTACHMENTS

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1	Resolution	1-9

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1 **c. Special, bulk pick-up.** This non-scheduled service provided to
2 residential customers having more than 64 gallons of refuse to be collected in
3 a single week, and residential, commercial or industrial customers having
4 heavy, bulky or large items (such as a major household appliance) to be
5 collected.

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

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

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

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

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

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

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

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

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

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

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25 n. **Community Compactors.** Compactors are those which are
26 installed in the Culver City Downtown as part of the" Downtown Culver City
27 Paseo Improvement Project. Downtown businesses place their refuse in City
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1 provided compactors that are serviced by refuse collection vehicles. Fees
2 are assessed to downtown businesses based on business type (restaurant or
3 other) and, size (square feet) through the City Budget & Finance Department.

4 o. **Compactor housekeeping.** This is a variable fee that will be
5 assessed to businesses that use the Cardiff compactor during times when
6 the compactor and surrounding area require janitorial attention. The funds
7 collected from this fee will be used to hire a janitorial company to remove
8 excess trash from the Cardiff compactor enclosure and surrounding area on
9 a daily basis.

10 p. **Waste reduction and recycling incentive.** This service is
11 provided to commercial or industrial customers who separate recyclable or
12 salvageable materials from mixed refuse. When the City Environmental
13 Programs and Operations Division is able to divert solid wastes from sanitary
14 landfills, the actual disposal cost may be significantly less. The cost savings
15 may be passed through to customers in the form of reduced rates.

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

17 a. **Residential, single. \$29.30 per dwelling unit per month.**

18 b. **Residential, multi. \$29.30 per dwelling unit per month.**

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

22 d. **Commercial can (trash). \$26.64 per billing unit.** One billing
23 unit is the monthly charge for collection of up to ½ cubic yard of refuse each
24 week. The service agreement shall set forth the number of billing units for
25 each commercial can customer. **Commercial can (recycle). \$12.56 per**
26 **billing unit.** One billing unit is the monthly charge for collection of up to ½
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1 cubic yard of mixed recyclables every other week. The service agreement
2 shall set forth the number of billing units for each commercial can customer.
3

4 **e. Commercial bin.**

5 1) 2 cubic yards: Refuse, **\$113.90** per month per bin for
6 one weekly collection. Greenwaste, **\$43.29** per month per bin for one
7 weekly collection. Additional weekly collections will be billed based on
8 multiples of this fee.

9 2) 3 cubic yards: Refuse, **\$139.92** per month per bin for
10 one weekly collection. Greenwaste, **\$45.69** per month per bin for one
11 weekly collection. Additional weekly collections will be billed based on
12 multiples of this fee.

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

14 1) Pull out: **\$6.68**

15 2) Delivery/removal/re-spot: **\$8.33**

16 3) Collection, on-call: Two (2) cubic yard bin: Refuse,
17 **\$27.77/each collection.**

18 4) Collection, on call: Two (2) cubic yard bin: Greenwaste,
19 **\$8.33/each collection.**

20 5) Collection, on call: 3 cubic yard bin: Refuse,
21 **\$41.67/each collection.**

22 6) Collectionon-call: 3 cubic yard bin: Greenwaste,
23 **\$9.05/each collection.**

24 7) Bin rental fee: A prorated charge of **\$43.89** per month will
25 be assessed to a customer using a temporary bin.

26 **g. Special bin pick-up**
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- 1) Collection, special: Two (2) cubic yard bin: Refuse,
\$27.77/each collection.
- 2) Collection, special: Two (2) cubic yard bin: Greenwaste,
\$8.33/each collection.
- 3) Collection, special: 3 cubic yard bin: Refuse,
\$41.67/each collection.
- 4) Collection special: 3 cubic yard bin: Greenwaste,
\$9.05/each collection.
- h. Extra bin pick-up.**
- 1) 2 cubic yard: \$27.77 per event.
- 2) 3 cubic yard: \$41.67 per event.
- i. Bin pull out. \$31.77 per month, per bin.**
- j. Lock set. \$9.62 per month per lock set.**
- k. Industrial.**
- 1) Container re-spot (8, 10, 30, 40 cubic yard): **\$36.40**
2. Container empty or removal: **\$162.36** per event, (plus
transfer and disposal tonnage fee, with transfer and disposal fee being
based on a minimum charge for 2 tons).
- l. Transfer and disposal.**
- 1) Trash - first eleven (11) tons: **\$80.87** each ton,
measured to the nearest 100th of a ton.
- 2) Trash - over eleven (11) tons: **\$161.75** each ton,
measured to the nearest 100th of a ton.
- 3) Asphalt - **\$46.22** each ton, measured to the nearest 100th
of a ton.

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

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

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

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

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

11 9) Clean wood - **\$42.46** each ton, measured to the nearest
12 100th of a ton.

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

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

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

19 13) Greenwaste - **\$51.84** each ton, measured to the nearest
20 100th of a ton.

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

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

25 m. **Area clean-up. \$63.67 per event.** The fee will increase by
26 \$41.67 for each additional bin load (3 cubic yard) of trash.

27 n. **Community compactors**

1 1. Collection fee for restaurant businesses. The fee is based on
2 restaurants with an average size of 2,582 square feet. The fee is
3 increased or decreased by dividing the square footage of a restaurant
4 by 2,582 and multiplying that number by **\$147.00**.

5 2. Collection fee for non-restaurant businesses. The fee is based
6 on commercial businesses with an average size of 4,829 square feet.
7 The rate is increased or decreased by dividing the square footage of a
8 business by 4,829 and multiplying that number by **\$52.50**.

9 3. Administrative Fee for All Uses. A fixed fee of **\$80** shall be
10 charged to businesses participating in the community compactors in
11 addition to the collection fee. This fee is required to cover the
12 purchase, maintenance, and replacement of the community
13 compactors.

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

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

- 22 1) **Commercial bin.**
23 2) **Temporary bin.**
24 3) **Special bin and bulk pick up.**
25 4) **Extra bin pick up.**
26 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 Auditor-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.'s 2004-R122 and 2008-R040 is hereby rescinded.

APPROVED and ADOPTED this day of 2008.

Andrew Weissman, MAYOR
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

MARTIN COLE, City Clerk

CAROL A. SCHWAB, City Attorney