



**CITY OF HUGHSON  
CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
7018 Pine Street, Hughson, CA**

## **AGENDA**

**MONDAY, NOVEMBER 8, 2021 – 6:00 P.M.**

**How to participate in, or observe the Meeting:**

- In person in the City Council Chambers (masks are required in compliance with the Stanislaus County Public Health Order issued September 2, 2021) and submit public comment when invited during the meeting.
- Interactively, via WebEx Videoconference, by accessing this link:  
<https://cityofhughson.my.webex.com/cityofhughson.my/j.php?MTID=ma9c185c7b84dfb aaf8d5e39c06b113a0>

Interactive attendees may submit public comment via WebEx when invited during the meeting.

- Observe only via YouTube live, by accessing this link:  
[https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view\\_as=subscriber](https://www.youtube.com/channel/UC-PwkdlrKoMmOJDzBSodu6A?view_as=subscriber)
- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link:  
<http://hughson.org/our-government/city-council/#council-agenda>

**How to submit written Public Comment:**

- Email will be available prior to 5:00 PM on November 8, 2021, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email [agose@hughson.org](mailto:agose@hughson.org). Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:** Mayor George Carr  
Mayor Pro Tem Harold Hill  
Councilmember Ramon Bawanan  
Councilmember Samuel Rush  
Councilmember Michael Buck

**FLAG SALUTE:** Mayor George Carr

**INVOCATION:** Hughson Ministerial Association

---

**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

**2. PRESENTATIONS:**

- 2.1:** Stanislaus Animal Services Agency Annual Report – Annette Bedsworth, Executive Director.

**3. CONSENT CALENDAR:**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1:** Approve the Minutes of the Regular Meeting of October 25, 2021.

- 3.2:** Approve the Warrants Register.

**4. UNFINISHED BUSINESS: NONE.**

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:**

- 5.1:** Introduce and Waive the First Reading of Ordinance No. 2021-08, Amending Chapter 8.12 of Title 8 of the Hughson Municipal Code Titled “Refuse Collection,” Including the Addition of Organic Waste Reduction and Methane Emission Requirements for the City to Comply with SB 1383 (2016).

**6. NEW BUSINESS:           **NONE.******7. CORRESPONDENCE:**

- 7.1:** Notice of Pacific Gas and Electric Company’s Request to Increase Rates for Its 2023 Gas Transmission and Storage Cost Allocation and Rate Design Application (A.21-09-018).

**8. COMMENTS:**

- 8.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

**Deputy City Clerk:**

**Community Development Director:**

**Director of Finance and Administrative Services:**

**Police Services:**

**City Attorney:**

**Student Representative:**

- 8.2:** Council Comments: (Information Only – No Action)

- 8.3:** Mayor’s Comments: (Information Only – No Action)

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING:   **NONE.******ADJOURNMENT:**

### **Notice Regarding Non-English Speakers:**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language

#### **AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

**Disabled or Special needs Accommodation:** In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

#### **WAIVER WARNING**

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

### **UPCOMING EVENTS:**

|                    |   |
|--------------------|---|
| <b>November 9</b>  | ▪ Parks, Recreation and Entertainment Commission Meeting, Council Chambers, 6:00 PM |
| <b>November 11</b> | ▪ <b>Veteran's Day – City Hall Closed</b>   |
| <b>November 16</b> | ▪ Planning Commission Meeting, Council Chambers, 6:00 PM                            |
| <b>November 22</b> | ▪ City Council Meeting, Council Chambers, 6:00 PM                                   |

|                    |  |
|--------------------|--|
| <b>November 25</b> | ▪ <b>Thanksgiving – City Hall Closed</b>                     |
| <b>November 26</b> | ▪ <b>Thanksgiving Friday – City Hall Closed</b>              |
| <b>December 4</b>  | ▪ <b>Downtown Hughson Christmas Festival Parade, 5:30 PM</b> |

**General Information:** The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

**Council Agendas:** The City Council agenda is now available for public review at the City's website at and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

**Questions:** Contact the City Clerk at (209) 883-4054.

---

---

### AFFIDAVIT OF POSTING

**DATE:** November 5, 2021 **TIME:** 3:00 PM  
**NAME:** Ashton Gose **TITLE:** Deputy City Clerk



## **CITY COUNCIL AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR**

**Meeting Date:** November 8, 2021  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Ashton Gose, Deputy City Clerk

**Approved By:** Merry Mayhew

---

### **Staff Recommendation:**

Approve the Minutes of the Regular Meeting of October 25, 2021.

### **Background and Overview:**

The draft minutes of the October 25, 2021 meeting are prepared for the Council's review.



**CITY OF HUGHSON  
CITY COUNCIL MEETING  
CITY COUNCIL CHAMBERS  
7018 PINE STREET, HUGHSON, CA**

**MINUTES  
MONDAY, OCTOBER 25, 2021 – 7:00 P.M.**

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:**

Present: Mayor George Carr  
Councilmember Sam Rush  
Councilmember Ramon Bawanan  
Councilmember Michael Buck

Absent: Mayor Pro Tem Harold Hill

Staff Present: Merry Mayhew, City Manager  
Ashton Gose, Deputy City Clerk  
Daniel Schroeder, City Attorney (via video conference)  
Eric Nims, Deputy City Attorney  
Anna Nicholas, Director of Finance and Admin Services  
Rachel Wyse, Community Development Director  
Jose Vasquez, Public Works Superintendent  
Jaime Velazquez, Utilities Superintendent  
Sarah Chavarin, Accounting Manager  
Sanjay Prasad, Sheriff's Deputy  
Francisco Barrios, Student Representative

---

**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

**NONE.**

**2. PRESENTATIONS: NONE.**

### 3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approve the Minutes of the Regular Meeting of October 11, 2021.
- 3.2: Approve the Warrants Register.
- 3.3: Approve the City of Hughson Treasurer's Report for July 2021.
- 3.4: Approve the City Hall Closure during the Holiday Period of December 27, 2021 through December 31, 2021.

**BAWANAN/BUCK 4-0-0-1 motion passes to approve the consent calendar as presented, with the following roll call vote:**

| BAWANAN | RUSH | BUCK | HILL   | CARR |
|---------|------|------|--------|------|
| AYE     | AYE  | AYE  | ABSENT | AYE  |

### 4. UNFINISHED BUSINESS: NONE.

### 5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.

### 6. NEW BUSINESS:

- 6.1: Approve to Co-Sponsor and Support Stanislaus 2030 in the Amount of \$5,000.

City Manager Mayhew presented the staff report on this item.

Mayor Carr opened public comment at 7:04 PM. There was no public comment. Mayor Carr closed public comment at 7:04 PM.

**CARR/BAWANAN 4-0-0-1 motion passes to approve to co-sponsor and support Stanislaus 2030 in the amount of \$5000, with the following roll call vote:**

| BAWANAN | RUSH | BUCK | HILL   | CARR |
|---------|------|------|--------|------|
| AYE     | AYE  | AYE  | ABSENT | AYE  |

- 6.2: Approve the Amended Memorandum of Understanding with Opportunity Stanislaus for Fiscal Years 2021-2022 Through 2025-2026.



**City Manager Mayhew presented the staff report on this item.**

**Mayor Carr opened public comment at 7:07 PM. There was no public comment.  
Mayor Carr closed public comment at 7:07 PM.**

**RUSH/CARR 4-0-0-1 motion passes to approve the amended Memorandum of Understanding with Opportunity Stanislaus for fiscal years 2021-2022 through 2025-2026, with the following roll call vote:**

| <b>BAWANAN</b> | <b>RUSH</b> | <b>BUCK</b> | <b>HILL</b>   | <b>CARR</b> |
|----------------|-------------|-------------|---------------|-------------|
| <b>AYE</b>     | <b>AYE</b>  | <b>AYE</b>  | <b>ABSENT</b> | <b>AYE</b>  |

**7. CORRESPONDENCE: NONE.**

**8. COMMENTS:**

**8.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

City Manager Mayhew reminded the City Council that the next regularly scheduled meeting will be at 6:00 PM. She provided an update regarding the scheduled public hearing on November 22, 2021.

**Deputy City Clerk:**

Deputy City Clerk Gose provided an update regarding the 8<sup>th</sup> Annual Trunk, or Tent and Treat on October 29, 2021.

**Community Development Director:**

Director Wyse informed the City Council that a Part Time Code Enforcement Officer will be starting with the City on November 2, 2021.

**Director of Finance and Administrative Services:**

Director Nicholas informed the City Council that an internal Safety Committee was created with members of each City department.

**Police Services:**

Deputy Prasad provided the City Council with the latest Crime Statistic Report.

**8.2:** Council Comments: (Information Only – No Action)

**Councilmember Bawanana thanked City staff and Hughson Police Services for continued hard work. He also provided a reminder regarding Daylight Savings.**

**Councilmember Rush announced that the Hughson Arboretum Fall Festival is scheduled for November 6, 2021.**

**Councilmember Buck attended a West Turlock Subbasin GSA meeting. He al attended an Economic Development Committee meeting on October 25, 2021. He thanked City staff and Hughson Police Services for their hard work.**

**8.3: Mayor's Comments: (Information Only – No Action)**

**Mayor Carr attended a StanCOG Executive Committee meeting. He provided a reminder regarding the 8<sup>th</sup> Annual Trunk, or Tent and Treat on October 29, 2021 and provided a reminder regarding Daylight Savings.**

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING:**

**9.1: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
(Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: In the Matter of the Appeal of the Membership

Determination of: Linda Abid-Cummings, OAH Case No 2020090772, Office of Administrative Hearings.

**No reportable action.**

**9.2: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: In the Matter of the Appeal of the Membership

Determination of: Margaret M. Souza, OAH Case No 2020090931, Office of Administrative Hearings.

**No reportable action.**

**ADJOURNMENT:**

**BAWANAN/BUCK 4-0-0-1 motion passes to adjourn the regular meeting of October 25, 2021, at 7:51 PM with the following roll call vote:**

| <b>BAWANAN</b> | <b>RUSH</b> | <b>BUCK</b> | <b>HILL</b>   | <b>CARR</b> |
|----------------|-------------|-------------|---------------|-------------|
| <b>AYE</b>     | <b>AYE</b>  | <b>AYE</b>  | <b>ABSENT</b> | <b>AYE</b>  |

**APPROVED:**

**GEORGE CARR, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**



## **CITY COUNCIL AGENDA ITEM NO. 3.2**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** November 8, 2021  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Anna Nicholas, Director of Finance

**Approved By:** 

---

#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from October 21, 2021, through November 3, 2021.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.



Hughson

# Check Report

By Check Number

Date Range: 10/21/2021 - 11/03/2021

| Vendor Number                               | Vendor Name                            |            | Payment Date                       | Payment Type | Discount Amount | Payment Amount | Number |
|---|--|------------|------------------------------------|--------------|-----------------|----------------|--------|
| Payable #                                   | Payable Type                           | Post Date  | Payable Description                |              | Discount Amount | Payable Amount |        |
| <b>Bank Code: Payable Bank-Payable Bank</b> |  |            |                                    |              |                 |                |        |
| 00016                                       | ABS PRESORT                            |            | 10/21/2021                         | Regular      | 0.00            | 2,110.11       | 54604  |
| <a href="#">128357</a>                      | Invoice                                | 10/06/2021 | Prop 218 Notice                    |              | 0.00            | 1,136.70       |        |
| <a href="#">92328</a>                       | Invoice                                | 10/12/2021 | BILL PRINTING- Sep                 |              | 0.00            | 973.41         |        |
| 00032                                       | AFLAC                                  |            | 10/21/2021                         | Regular      | 0.00            | 461.01         | 54605  |
| <a href="#">630030</a>                      | Invoice                                | 10/12/2021 | AFLAC                              |              | 0.00            | 461.01         |        |
| 00094                                       | AT&T MOBILITY                          |            | 10/21/2021                         | Regular      | 0.00            | 401.99         | 54606  |
| <a href="#">287303621604X1...</a>           | Invoice                                | 10/02/2021 | PHONES                             |              | 0.00            | 401.99         |        |
| 00284                                       | CHARTER COMMUNICATION                  |            | 10/21/2021                         | Regular      | 0.00            | 92.75          | 54607  |
| <a href="#">0054047101021</a>               | Invoice                                | 10/10/2021 | IP ADDRESS- 1ST                    |              | 0.00            | 92.75          |        |
| 00305                                       | CITY OF HUGHSON                        |            | 10/21/2021                         | Regular      | 0.00            | 5,815.01       | 54608  |
| <a href="#">INV0006005</a>                  | Invoice                                | 10/01/2021 | LLDS & STARN PARK - OCT            |              | 0.00            | 5,815.01       |        |
| 01601                                       | Colantuono, Highsmith & Whatley, PC    |            | 10/21/2021                         | Regular      | 0.00            | 422.50         | 54609  |
| <a href="#">49502</a>                       | Invoice                                | 10/08/2021 | Professional Services              |              | 0.00            | 422.50         |        |
| 00332                                       | CONDOR EARTH TECHNOLOGIES              |            | 10/21/2021                         | Regular      | 0.00            | 11,594.63      | 54610  |
| <a href="#">85664</a>                       | Invoice                                | 09/30/2021 | Enviromental Monitoring Blanket PO |              | 0.00            | 2,906.38       |        |
| <a href="#">85697</a>                       | Invoice                                | 10/20/2021 | phase 2 ms4 support                |              | 0.00            | 8,688.25       |        |
| 01667                                       | COOPERATIVE PERSONAL SERVICES          |            | 10/21/2021                         | Regular      | 0.00            | 150.00         | 54611  |
| <a href="#">INV0006006</a>                  | Invoice                                | 10/14/2021 | Training Chavarin                  |              | 0.00            | 150.00         |        |
| 00403                                       | DEPT OF JUSTICE-STATE OF               |            | 10/21/2021                         | Regular      | 0.00            | 32.00          | 54612  |
| <a href="#">538068</a>                      | Invoice                                | 10/06/2021 | Fingerprint - Nieves               |              | 0.00            | 32.00          |        |
| 00463                                       | EXPRESS PERSONNEL SERVICE              |            | 10/21/2021                         | Regular      | 0.00            | 912.00         | 54613  |
| <a href="#">26138640</a>                    | Invoice                                | 10/06/2021 | Extra Help- PW                     |              | 0.00            | 912.00         |        |
| 00570                                       | HARRIS & ASSOCIATES                    |            | 10/21/2021                         | Regular      | 0.00            | 4,360.82       | 54614  |
| <a href="#">50099</a>                       | Invoice                                | 10/14/2021 | Annual Admin LLMD 21/22            |              | 0.00            | 4,360.82       |        |
| 01256                                       | JOSEPHINE'S SPECIALTIES                |            | 10/21/2021                         | Regular      | 0.00            | 120.15         | 54615  |
| <a href="#">000522</a>                      | Invoice                                | 10/18/2021 | City of Hughson Shirts             |              | 0.00            | 120.15         |        |
| 00824                                       | NEUMILLER & BEARDSLEE                  |            | 10/21/2021                         | Regular      | 0.00            | 14,144.82      | 54616  |
| <a href="#">321326</a>                      | Invoice                                | 10/12/2021 | LEGAL SERVICES                     |              | 0.00            | 1,600.00       |        |
| <a href="#">321857</a>                      | Invoice                                | 10/12/2021 | LEGAL SERVICES                     |              | 0.00            | 12,544.82      |        |
| 01435                                       | North Valley Labor Compliance Services |            | 10/21/2021                         | Regular      | 0.00            | 600.00         | 54617  |
| <a href="#">004816</a>                      | Invoice                                | 09/30/2021 | Well 7 Phase II Tank Construction  |              | 0.00            | 600.00         |        |
| 00901                                       | PREFERRED ALLIANCE, INC.               |            | 10/21/2021                         | Regular      | 0.00            | 89.76          | 54618  |
| <a href="#">0169622-IN</a>                  | Invoice                                | 09/30/2021 | OFF-SITE PARTICIPANT               |              | 0.00            | 89.76          |        |
| 01000                                       | SEEGER'S                               |            | 10/21/2021                         | Regular      | 0.00            | 491.91         | 54619  |
| <a href="#">0137278-IN</a>                  | Invoice                                | 09/29/2021 | Stormwater Construction            |              | 0.00            | 115.43         |        |
| <a href="#">0137442-IN</a>                  | Invoice                                | 10/06/2021 | OFFICE SUPPLIES                    |              | 0.00            | 241.64         |        |
| <a href="#">0137443-IN</a>                  | Invoice                                | 10/06/2021 | OFFICE SUPPLIES                    |              | 0.00            | 134.84         |        |
| 01055                                       | STAPLES                                |            | 10/21/2021                         | Regular      | 0.00            | 36.92          | 54620  |
| <a href="#">2041</a>                        | Invoice                                | 10/04/2021 | Misc Office Supplies               |              | 0.00            | 36.92          |        |
| 01090                                       | SUTTER HEALTH PLUS                     |            | 10/21/2021                         | Regular      | 0.00            | 19,200.93      | 54621  |
| <a href="#">1780005</a>                     | Invoice                                | 10/01/2021 | MEDICAL INSURANCE- NOV             |              | 0.00            | 19,200.93      |        |

## Check Report

Date Range: 10/21/2021 - 11/03/2021

| Vendor Number                | Vendor Name                        | Payment Date | Payment Type                               | Discount Amount | Payment Amount | Number |
|------------------------------|------------------------------------|--------------|--|-----------------|----------------|--------|
| Payable #                    | Payable Type                       | Post Date    | Payable Description                        | Discount Amount | Payable Amount |        |
| 01144                        | TROPHY WORKS                       | 10/21/2021   | Regular                                    | 0.00            | 23.46          | 54622  |
| <a href="#">909176</a>       | Invoice                            | 10/12/2021   | 8th Annual Trunk or Treat Trophys          | 0.00            | 23.46          |        |
| 01161                        | UNITED RENTALS                     | 10/21/2021   | Regular                                    | 0.00            | 80.78          | 54623  |
| <a href="#">114-12456516</a> | Invoice                            | 09/30/2021   | Well 7                                     | 0.00            | 80.78          |        |
| 01206                        | WARDEN'S OFFICE                    | 10/21/2021   | Regular                                    | 0.00            | 36.11          | 54624  |
| <a href="#">2064391-0</a>    | Invoice                            | 10/12/2021   | MISC OFFICE SUPPLIES                       | 0.00            | 36.11          |        |
| 01225                        | WILLDAN ENGINEERING                | 10/21/2021   | Regular                                    | 0.00            | 21,182.68      | 54625  |
| <a href="#">00335130</a>     | Invoice                            | 08/18/2021   | City Engineering Services                  | 0.00            | 5,304.00       |        |
| <a href="#">00335137</a>     | Invoice                            | 08/18/2021   | Euclid North Subdivision                   | 0.00            | 6,818.00       |        |
| <a href="#">00335262</a>     | Invoice                            | 09/17/2021   | City Engineering Services                  | 0.00            | 1,826.97       |        |
| <a href="#">00335269</a>     | Invoice                            | 09/17/2021   | Hughson Parkwood Subdivision               | 0.00            | 5,365.00       |        |
| <a href="#">00335270</a>     | Invoice                            | 09/17/2021   | Euclid North Subdivision                   | 0.00            | 1,450.00       |        |
| <a href="#">00335289</a>     | Invoice                            | 09/17/2021   | Walker Lane CDBG Sidewalk Improvement P... | 0.00            | 418.71         |        |
| 01420                        | CALIFORNIA STATE DISBURSEMENT UNIT | 11/01/2021   | Regular                                    | 0.00            | 270.12         | 54626  |
| <a href="#">INV0006042</a>   | Invoice                            | 11/01/2021   | INCOME WITHHOLDING FOR CHILD SUPPORT       | 0.00            | 270.12         |        |
| 00040                        | ALFA LAVAL INC.                    | 11/02/2021   | Regular                                    | 0.00            | 4,009.78       | 54627  |
| <a href="#">281756763</a>    | Invoice                            | 10/27/2021   | press service parts                        | 0.00            | 4,009.78       |        |
| 01671                        | ANA GUTIERREZ                      | 11/02/2021   | Regular                                    | 0.00            | 465.00         | 54628  |
| <a href="#">INV0006018</a>   | Invoice                            | 10/16/2021   | SENIOR CENTER RENTAL DEPOSIT GUTIERREZ     | 0.00            | 465.00         |        |
| 00109                        | BADGER METER, INC                  | 11/02/2021   | Regular                                    | 0.00            | 85,716.07      | 54629  |
| <a href="#">1460595</a>      | Invoice                            | 10/27/2021   | radio/registers                            | 0.00            | 25,158.61      |        |
| <a href="#">1461547</a>      | Invoice                            | 10/27/2021   | registers 768                              | 0.00            | 57,165.12      |        |
| <a href="#">1463122</a>      | Invoice                            | 10/27/2021   | Badger Registers                           | 0.00            | 1,414.25       |        |
| <a href="#">1463606</a>      | Invoice                            | 10/27/2021   | Badger Registers                           | 0.00            | 1,860.85       |        |
| <a href="#">80073730</a>     | Invoice                            | 10/27/2021   | Badger Meter Service                       | 0.00            | 117.24         |        |
| 00196                        | CALAVERAS MATERIALS, INC.          | 11/02/2021   | Regular                                    | 0.00            | 135.21         | 54630  |
| <a href="#">2288994</a>      | Invoice                            | 10/27/2021   | asphalt material for road repair           | 0.00            | 135.21         |        |
| 00324                        | CODE PUBLISHING COMPANY            | 11/02/2021   | Regular                                    | 0.00            | 220.00         | 54631  |
| <a href="#">71234</a>        | Invoice                            | 10/25/2021   | MC WEB UPDATE                              | 0.00            | 220.00         |        |
| 01395                        | Erin Nagle                         | 11/02/2021   | Regular                                    | 0.00            | 100.00         | 54632  |
| <a href="#">INV0006020</a>   | Invoice                            | 10/16/2021   | STARN PARK RENTAL DEPOSIT NAGLE            | 0.00            | 100.00         |        |
| 00463                        | EXPRESS PERSONNEL SERVICE          | 11/02/2021   | Regular                                    | 0.00            | 843.60         | 54633  |
| <a href="#">26181798</a>     | Invoice                            | 10/13/2021   | Extra Help- PW                             | 0.00            | 843.60         |        |
| 01672                        | Jessica Altamirano                 | 11/02/2021   | Regular                                    | 0.00            | 100.00         | 54634  |
| <a href="#">INV0006019</a>   | Invoice                            | 10/16/2021   | STARN PARK RENTAL DEPOSIT ALTAMIRANO       | 0.00            | 100.00         |        |
| 00902                        | PRICE FORD                         | 11/02/2021   | Regular                                    | 0.00            | 624.27         | 54635  |
| <a href="#">96570</a>        | Invoice                            | 10/27/2021   | new seat cushions for pw21                 | 0.00            | 624.27         |        |
| 00914                        | QUICK N SAVE                       | 11/02/2021   | Regular                                    | 0.00            | 76.51          | 54636  |
| <a href="#">1013424</a>      | Invoice                            | 10/19/2021   | Fuel                                       | 0.00            | 76.51          |        |
| 01408                        | RAYA, NEIL                         | 11/02/2021   | Regular                                    | 0.00            | 276.99         | 54637  |
| <a href="#">302470</a>       | Invoice                            | 10/20/2021   | Boots                                      | 0.00            | 276.99         |        |
| 01040                        | STANISLAUS COUNTY SHERIFF          | 11/02/2021   | Regular                                    | 0.00            | 234,732.43     | 54638  |
| <a href="#">2122-HPS01</a>   | Invoice                            | 10/25/2021   | LAW ENFORCEMENT SERVICES- JULY FY21/2...   | 0.00            | 103,245.66     |        |
| <a href="#">2122-HPS02</a>   | Invoice                            | 09/28/2021   | LAW ENFORCEMENT SERVICES- AUGUST FY2...    | 0.00            | 131,486.77     |        |
| 01098                        | TAP MASTER, INC                    | 11/02/2021   | Regular                                    | 0.00            | 791.00         | 54639  |
| <a href="#">1021-28</a>      | Invoice                            | 10/27/2021   | pipe freeze                                | 0.00            | 791.00         |        |
| 01216                        | WEST TURLOCK SUBBASIN GRO          | 11/02/2021   | Regular                                    | 0.00            | 13,216.91      | 54640  |

## Check Report

Date Range: 10/21/2021 - 11/03/2021

| Vendor Number            | Vendor Name  | Payment Date | Payment Type                           | Discount Amount | Payment Amount | Number |
|--------------------------|--------------|--------------|--|-----------------|----------------|--------|
| Payable #                | Payable Type | Post Date    | Payable Description                    | Discount Amount | Payable Amount |        |
| <a href="#">2021-GSP</a> | Invoice      | 07/21/2021   | GRANT COST SHARING CONTRIBUTIONS & ... | 0.00            | 13,216.91      |        |

## Bank Code Payable Bank Summary

| Payment Type   | Payable Count | Payment Count | Discount    | Payment           |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 52            | 37            | 0.00        | 423,938.23        |
| Manual Checks  | 0             | 0             | 0.00        | 0.00              |
| Voided Checks  | 0             | 0             | 0.00        | 0.00              |
| Bank Drafts    | 0             | 0             | 0.00        | 0.00              |
| EFT's          | 0             | 0             | 0.00        | 0.00              |
|                | <b>52</b>     | <b>37</b>     | <b>0.00</b> | <b>423,938.23</b> |

**All Bank Codes Check Summary**

| Payment Type   | Payable<br>Count | Payment<br>Count | Discount    | Payment           |
|----------------|------------------|------------------|-------------|-------------------|
| Regular Checks | 52               | 37               | 0.00        | 423,938.23        |
| Manual Checks  | 0                | 0                | 0.00        | 0.00              |
| Voided Checks  | 0                | 0                | 0.00        | 0.00              |
| Bank Drafts    | 0                | 0                | 0.00        | 0.00              |
| EFT's          | 0                | 0                | 0.00        | 0.00              |
|                | <b>52</b>        | <b>37</b>        | <b>0.00</b> | <b>423,938.23</b> |

**Fund Summary**

| Fund | Name                          | Period  | Amount            |
|------|-------------------------------|---------|-------------------|
| 999  | POOLED CASH/CONSOLIDATED CASH | 10/2021 | 82,360.34         |
| 999  | POOLED CASH/CONSOLIDATED CASH | 11/2021 | 341,577.89        |
|      |                               |         | <b>423,938.23</b> |





## CITY COUNCIL AGENDA ITEM NO. 5.1

### SECTION 5: PUBLIC HEARING

**Meeting Date:** November 8, 2021  
**Subject:** Introduce and Waive the First Reading of Ordinance No. 2021-08, Amending Chapter 8.12 of Title 8 of the Hughson Municipal Code Titled "Refuse Collection," Including the Addition of Organic Waste Reduction and Methane Emission Requirements for the City to Comply with SB 1383 (2016)  
**Presented By:** Rachel Wyse, Community Development Director

**Approved By:** Merry Mayhew

---

#### Staff Recommendations:

Introduce and waive the first reading of Ordinance No. 2021-08, Amending Chapter 8.12 of Title 8 of the Hughson Municipal Code titled "Refuse Collection," Including the addition of Organic Waste Reduction and Methane Emission Requirements for the City to Comply with SB 1383 (2016).

#### Background:

Title 8, Chapter 8.12 of the Hughson Municipal Code addresses the collection, transportation and disposal of solid waste refuse collection.

In 2016, Governor Brown signed Senate Bill 1383 (SB 1383) into law. The new law establishes the most significant waste reduction mandate since Assembly Bill 939 was enacted thirty years ago. This legislation requires jurisdictions to institute programs to divert Organic Waste from the landfill to an authorized composting facility.

On September 27, 2021, the City Council approved maintaining a two-cart residential refuse collection system and implementing an organics recycling program in the City of Hughson that complies with SB 1383.

#### Discussion:

The implementation of SB 1383 and associated solid waste regulations bring significant policy and legal implications for local governments. In addition, the legislation establishes strict deadlines for compliance over the course of the next four years. One of these requirements is that the City must adopt an ordinance(s) to enforce and comply with solid waste legislation by January 1, 2022.

Attached is a red-lined copy and a clean copy of the City of Hughson Ordinance No. 2021-08 to amend Chapter 8.12 of Title 8 of the Hughson Municipal Code concerning refuse collection. The amendments include revisions necessary for consistency with current solid waste legislation as well as updates to outdated portions of the Code. In summary, the amendments include the following:

- updated definitions,
- edits to formatting and numbering,
- remove outdated language referring to 35-gallon containers,
- update requirements and standards for franchise collectors,
- update certain operational items from requiring Council approval to City Manager approval, example includes refuse/industrial hauler permits,
- delete insurance requirement section as that can change and is appropriate to have in the Franchise Agreement,
- delete outdated recycling section,
- add additional language required by current solid waste legislation, such as:
  - designating organic and non-organic containers,
  - regarding regulations for self-haulers,
  - commercial edible food generators,
  - food recovery organizations and services,
  - requirements for facility operators and community composting operations,
  - compliance with CALGreen recycling requirements,
  - Model Water efficient Landscaping Ordinance Requirements,
  - procurement requirements,
  - waivers, and
  - enforcement of the ordinance.

The second reading of the Ordinance will return to Council on November 22, 2021, with an effective date of December 23, 2021.

**Fiscal Impact:**

There is a negligible fiscal impact to amend the Ordinance.

**CITY OF HUGHSON  
CITY COUNCIL  
ORDINANCE NO. 2021- 08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON,  
AMENDING CHAPTER 8.12 OF TITLE 8 OF THE HUGHSON MUNICIPAL CODE  
CONCERNING REFUSE COLLECTION**

**WHEREAS**, the City of Hughson Municipal Code Chapter 8.12 currently establishes the regulations regarding refuse collection; and

**WHEREAS**, recent legislation, specifically SB 1383, requires jurisdictions to institute programs to divert Organic Waste from the landfill to an authorized composting facility; and

**WHEREAS**, the City desires to update and amend Chapter 8.12 to comply with SB 1383.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUGHSON  
DOES ORDAIN AS FOLLOWS:**

**Section 1** Chapter 8.12 of Title 8 of the Hughson Municipal Code is amended to read as follows:

**8.12.010 Definitions.**

For the purposes of this chapter, the following terms are defined:

- A. “Bin” means a container designed for mechanical emptying with capacity between 2 and 6 cubic yards and of a design approved by the Council.
- B. “California Green Building Standards (CALGreen)” shall have the same meaning as the California Green Building Standards Code, 24 CCR, Part 11, as it currently exists or amended thereafter.
- C. “City” means the city of Hughson.
- D. “City Manager” means the city manager of the City or designee of the city manager of the City.
- E. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, and as otherwise defined in 14 CCR Section 18982(a)(6), as it currently exists or amended thereafter. A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

- F. “Commercial Customer” means a customer receiving Refuse collection service where such customer is a Commercial Business
- G. “Commercial Edible Food Generator” includes a Tier One or Tier Two Commercial Edible Food Generator. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.
- H. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet and as otherwise defined by 14 CCR Section 18982(a)(8), as it currently exists or amended thereafter.
- I. “Compost” shall have the same definition as 14 CCR Section 17896.2(a)(4), as it currently exists or amended thereafter.
- J. “Compliance Review” means a review of records by the City to determine compliance with this Article.
- K. “Container” means a container designed for mechanical emptying with a close-fitting cover and of a design approved by the Council. A Bin is considered a Container for the purposes of this Article.
- L. “Container Contamination” or “Contaminated Container” means a Container that contains Prohibited Container Contaminants.
- M. “Council” means the city council of the City.
- N. “County” means the county of Stanislaus, state of California.
- O. “Customer” means any Person receiving Refuse service under the provisions of this chapter.
- P. “Direct Service Providers and Vendors” means a Person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement and as otherwise defined in 14 CCR Section 18982(a)(17), as it currently exists or amended thereafter.
- Q. “Disposal Site” means an area or location used for the disposal of Refuse, and authorized by law to receive such Refuse.
- R. “Drop Box” means a container designed to be loaded upon a vehicle for transportation to the Disposal Site with a minimum capacity of 10 cubic yards and of a design approved by the Council.
- S. “Edible Food” means food intended for human consumption, and as otherwise defined in 14 CCR Section 18982(a)(18), as it currently exists or amended thereafter. “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Article requires or authorizes

the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

T. “Excluded Waste” means Hazardous Material, infectious waste, volatile, corrosive, medical waste, radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance.

U. “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, and as otherwise defined in 14 CCR Section 18982(a)(24), as it currently exists or amended thereafter.

V. “Food Recovery Organization” shall have the same meaning as 14 CCR Section 18982(a)(25), as it currently exists or amended thereafter.

W. “Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, and as otherwise defined in 14 CCR Section 18982(a)(26), as it currently exists or amended thereafter.

X. “Franchise Holder” means a Person who collects or transports Refuse under authority granted by the Council, in accordance with HMC Section 8.12.240, as it currently exists or amended thereafter.

Y. “Hazardous Material” means any explosive, highly flammable, radioactive, or toxic material.

Z. “High Diversion Organic Waste Processing Facility” shall have the same definition as 14 CCR Section 18982(a)(33), as it currently exists or amended thereafter.

AA. “Industrial Refuse” means Refuse produced by a Person principally engaged in the business of processing, warehousing, or manufacturing agricultural, animal, or other products or materials, who is not a Commercial Customer or residential customer, whose principal business on site is not retail in nature and Refuse produced by any Persons engaged in the business of building, remodeling, construction, or demolition.

BB. “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

CC. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For the purposes of this chapter, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts

center, fairground, museum, theater, or other public attraction facility. For the purposes of this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

DD. “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a Container that is required to be taken to a High Diversion Organic Waste Processing Facility and as otherwise defined in 14 CCR Section 17402(a)(11.5), as it currently exists or amended thereafter.

EE. “Model Water Efficient Landscaping Ordinance (MWELo)” shall have the same meaning as the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7, as it currently exists or amended thereafter.

FF. “Multi-Family Residential Dwellings” or “Multi-Family” means of, from, or pertaining to residential Premises with five (5) or more dwelling units. Multi-family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

GG. “Non-Compostable Paper” includes but is not limited, to paper that is coated in a plastic material that will not breakdown in the composting process and as otherwise defined in 14 CCR Section 18982(a)(41), as it currently exists or amended thereafter.

HH. “Non-Organic Recyclables” means non-Putrescible Waste and non-Hazardous Recyclable Wastes including but not limited to bottles, cans, metals, plastics and glass, and as otherwise defined in 14 CCR Section 18982(a)(43), as it currently exists or amended thereafter.

II. “Non-Organic Waste” means all collected wastes that is not designated for collection in the Organic Waste Container, including carpets, Non-Compostable Paper, and textiles.

JJ. “Non-Organic Waste Container” means a Container that shall be used for the collection and storage of Non-Organic Waste.

KK. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, and as otherwise defined in 14 CCR Section 18982(a)(45), as it currently exists or amended thereafter.

LL. “Occupant” means the Person in possession or control of Premises such as lessee, licensee, manager, custodian, or caretaker.

MM. “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges and as otherwise defined in 14 CCR Section 18982(a)(46), as it currently exists or amended thereafter, excluding carpets, Non-Compostable Paper, textiles, and Hazardous Materials. Biosolids and digestate are as defined by 14 CCR Section 18982(a), as it currently exists or amended thereafter.

NN. “Organic Waste Container” means a Container that shall be used for the collection and storage of Organic Waste.

OO. “Organic Waste Generator” means a Person or entity that is responsible for the initial creation of Organic Waste, and as otherwise defined in 14 CCR Section 18982(a)(48), as it currently exists or amended thereafter.

PP. “Owner” means the Person having dominion of or title to Premises.

QQ. “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, and as otherwise defined in 14 CCR Section 18982(a)(51), as it currently exists or amended thereafter.

RR. “Permit Holder” means a Person who collects or transports Refuse under authority granted by the City Manager, in accordance with HMC Section 8.12.290, as it currently exists or amended thereafter.

SS. “Person” means any individual, firm, corporation, association, group, or combination and the plural as well as the singular.

TT. “Premises” means a parcel of real property to the center of any alley adjacent thereto, unless other specified by the City Manager, located in the incorporated area of the City, upon which is situated any dwelling house or other place of human habitation, including each unit of a multiple occupancy building, or upon which is conducted any business, occupation, or activity which results in the production or accumulation of Refuse.

UU. “Printing and Writing Paper” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, and as otherwise defined in 14 CCR Section 18982(a)(54), as it currently exists or amended thereafter.

VV. “Prohibited Container Contaminants” means the following: (1) discarded materials placed in the Non-Organic Waste Container that are not identified as Non-Organic Waste; (2) discarded materials placed in the Organic Waste Container that are not identified as Organic Waste; (3) Excluded Waste.

WW. “Putrescible Waste” include waste that is capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, vectors, gases, or other offensive conditions, and include materials such as, but not limited to food wastes and dead animals.

XX. “Recyclable Materials” means reusable waste materials including, but not limited to, various types of plastic, metal, glass, aluminum, packaging, paper, books, magazines, boxes, wrappers.



YY. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, and as otherwise defined in 14 CCR Section 18982(a)(61), as it currently exists or amended thereafter.

ZZ. “Refuse” means all discarded items and substances of every kind, including infectious wastes and Recyclable Materials and Organic Waste, but not including sewage, septic tank contents, sewer sludge and construction and demolition debris, sand trap contents, grease trap contents or Hazardous Materials as defined by state and/or federal law.

AAA. “Route Review” means a visual inspection of Containers along a Franchise Holder route for the purpose of determining Container Contamination and may include mechanical inspection methods such as the use of cameras, and as otherwise defined in 14 CCR Section 18982(a)(65), as it currently exists or amended thereafter.

BBB. “Self-Hauler” means a Person, who hauls Solid Waste, Organic Waste or Recyclable Material he/she/they has generated to another Person. Self-hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

CCC. “Solid Waste” shall have the same meaning as defined in California Public Resources Code Section 40191, as it currently exists or amended thereafter.

DDD. “Source Separated” means materials, including commingled Recyclable Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, and as otherwise defined in 14 CCR Section 17402.5(b)(4), as it currently exists or amended thereafter. For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, Owner, Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of collection such that Source Separated materials are separated from Non-Organic Waste or other Solid Waste for the purposes of collection and processing.

EEE. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following: (1) Supermarket; (2) Grocery store with a total facility size equal to or greater than 10,000 square feet; (3) Food service provider; (4) Food distributor; and (5) Wholesale food vendor.

FFF. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following: (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (2) Hotel with an on-site food facility and 200 or more rooms; (3) Health facility with an on-site food facility and 100 or more beds; (4) Large Venue; (5) Large Events; (6) A state agency with a cafeteria with 250 or more seats or a total



cafeteria facility size equal to or greater than 5,000 square feet; and (7) A local education agency with an on-site food facility.

#### **8.12.020 Littering Prohibited.**

A. No Owner or Occupant shall throw, drop, leave, dump, bury, place, or otherwise dispose of any Refuse, or allow any other Person to dispose of Refuse, upon his/her/their Premises except in a regularly designated Disposal Site; provided, however, building materials may be kept on Premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and wood may be kept neatly piled upon Premises for household use; and garden waste may be composted in a manner approved by the City Manager.

B. No Person shall throw or deposit or cause to be thrown or deposited, any Refuse or abandon any material whatsoever in or upon any public property, public right-of-way, watercourse, or banks of any watercourse, or upon the Premises of any other Person except at a regularly designated Disposal Site.

#### **8.12.030 Refuse collection compulsory.**

The Owner or Occupant of an occupied dwelling, house, or other place of human habitation, including a business establishment, shall be responsible for the regular collection of Refuse from said place by the authorized collector of Refuse in the City at least once each week, and shall also be responsible for the payment of all Refuse services by said authorized collector of Refuse. The Owner or Occupant of Premises upon which a hotel, restaurant, boardinghouse, or other Refuse-producing business is operated shall be responsible for the regular collection of Refuse from said place by the authorized collector of Refuse in the City at least twice each week and shall also be responsible for the payment of all Refuse services by said authorized collector of Refuse. The City Manager may require a greater number of collections per week, provided, however, that, upon a showing of hardship or unnecessary, the City Manager may exempt any single location from the requirements of this section.

#### **8.12.040 Containers – Generally.**

No Owner or Occupant shall fail or neglect to provide or have provided a sufficient number of Containers for receiving and holding, without leakage or escape of odors, all Refuse created, produced, or accumulated on the Premises, and all such Refuse shall be deposited in such Containers. Containers shall at all times be kept in good, useful, and sanitary condition. Containers shall be kept continuously closed except when Refuse is being placed therein or removed therefrom, and shall at all times be closed against the access of flies, rodents, and other animals. Containers used shall be those provided by the Franchise Holder.

#### **8.12.050 Containers – Number.**

All Premises shall have sufficient Containers to hold all Refuse created, produced, or accumulated on the Premises between required removals. Customers may arrange for use of Bins or Drop Boxes instead. These arrangements shall be made with the Franchise Holder on the basis

of charges established by the terms of the franchise or by resolution of the City, as the case may be.

#### **8.12.060 Containers – Designated Materials in Containers.**

Residential Customers shall only place Organic Waste in the Organic Waste Container and Non-Organic Waste in the Non-Organic Waste Container. Customers shall not place Excluded Waste in Containers.

#### **8.12.070 Containers – Restrictions.**

Any Container in excess of the number of Containers containing Refuse which the Customer is entitled to have collected according to the charge he/she/they pays shall not be collected.

#### **8.12.080 Containers – Location.**

Containers shall not be placed or allowed to remain in or on any street or alley right-of-way unless authorized by the City Manager. Except for handicapped Customers, residential Customers shall place their Containers curbside for collection day.

#### **8.12.090 (Reserved)**

#### **8.12.100 Special arrangements.**

The Owner or Occupant of a Premises, or two or more such Persons acting jointly, may request the Council to approve a plan whereby special arrangements are made for effective and efficient Refuse removal. The proposed plan shall include a statement of expected charges and such other comments as the City Manager considers appropriate. The Council is authorized to grant variances to any provision of this chapter and to approve the proposed plan with such conditions as are deemed necessary.

#### **8.12.110 Placement.**

Subject to the prohibitions of HMC 8.12.080, Containers shall be placed for collection of their contents in the following manner:

A. On single-family and two-family Premises:

1. Where alleys exist, upon the Customer's Premises immediately adjacent to and accessible from the alley without the necessity of entering the Premises;
2. Where alleys do not exist, upon the Customer's Premises at a location no greater than the curbside of the street fronting the Premises; provided, that the City Manager may approve an agreement between the Customer and the Franchise Holder as to the location of Refuse for collection.

B. Containers for service to multiple-dwelling Premises and Refuse-producing businesses shall be placed in a location no greater than 50 feet from the nearest point where the Franchise

Holder's vehicle can reasonably be parked. Drop Boxes shall be located as agreed upon between the Customer and the Franchise Holder. In case of dispute, the location shall be as determined by the City Manager.

C. Containers for required service may be placed on Premises at a location other than as provided in subsections A and B of this section set forth as may be provided in the schedule of charges adopted by the Council from time to time.

D. Containers may be placed for collection of their contents no earlier than noon on the day before the scheduled collection day, and must be removed from the collection point and placed in accordance with subsection (A)(2) of this section no later than noon on the day following the scheduled collection day.

E. All Containers not set out for collection must be screened from public view, where possible. If conditions of the Customer's Premises make it impossible to screen Containers from public view, Containers shall be stored as far from the curb and as out of the public view as possible under the circumstances.

#### **8.12.120 Hazardous Materials prohibited.**

No Person shall deposit in any Container used for Refuse, any explosive, highly flammable, radioactive, toxic, or other Hazardous Material or substance without having first made special arrangements for the disposal thereof with a Franchise Holder or Permit Holder. No Person shall deposit any such Hazardous Material in a Disposal Site without having first made special arrangements for the disposal thereof with the Disposal Site operator.

#### **8.12.130 Hours.**

No collection shall be made in residential districts, as shown on the zoning map of the City, prior to 6:00 a.m. or after 6:00 p.m. No collections shall be made at schools, churches, offices, or Commercial establishments in or adjacent to residential districts prior to 5:00 a.m. or after 9:00 p.m.

#### **8.12.140 Use restrictions.**

Notwithstanding the provisions of HMC 8.12.030, Refuse may be used for animal feed, soil improvement, recycling, or other beneficial purpose; provided, such use complies with this chapter and all other laws. Except as authorized pursuant to HMC 8.12.100, no Person shall use, store, or transport Refuse for any beneficial purpose without having a valid permit therefor issued by the City Manager. The City Manager shall issue or amend a permit upon terms and conditions as are determined to be necessary to ensure that the use or the proposed use complies with existing laws and regulations and does not create a health menace or a nuisance.

A. Self-Haulers shall Source Separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, as the sections currently exist or thereafter amended, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility.

B. Self-Haulers shall haul their Source Separated Non-Organic Recyclables and Source Separated Organic Waste to a facility that recovers those materials; and haul their Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

#### **8.12.150 Transportation – Spill prevention.**

Refuse hauled by any Person over any street or road in the City shall be securely tied or covered during the hauling thereof. No Person shall allow Refuse to leak, spill, blow off, or drop from any vehicle on any street or road.

#### **8.12.160 Transportation – Vehicle requirements.**

All collections by Franchise Holder shall be made with vehicles of a design approved by the City Manager. All collections shall be made as quietly as possible and the use of any unnecessarily noisy trucks or equipment is unlawful.

#### **8.12.170 Ownership.**

All Refuse upon being removed from the Premises where created, produced, or accumulated shall become and be the property of the Franchise Holder and upon being deposited in an authorized Disposal Site shall forthwith become the property of the Owner of the site.

#### **8.12.180 Interference with Containers prohibited.**

No Person other than the Owner or Occupant of Premises, an employee of the City, or an employee of the Franchise Holder shall tamper with or interfere in any manner with any Container or the contents thereof.

#### **8.12.190 Interference with collection prohibited.**

No Person shall by any means hinder, obstruct, or interfere with the removal or transportation of Refuse by Franchise Holder.

#### **8.12.200 Inspection.**

The City Manager is authorized to conduct inspections and investigations, at random or otherwise, of any collection Container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Customers (including Multi-Family Residential Dwellings), Owners, Commercial Edible Food Generators, Franchise Holder, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection.

#### **8.12.210 Refusal to collect – Notice.**

A Franchise Holder shall notify the City Manager whenever the collector has refused to pick up a Container because the Container is dilapidated, disintegrated, overloaded, contains dangerous materials, or the Container has been tipped over and the contents scattered. A franchise holder shall notify the City Manager when he/she/they observes any violations of this chapter.

#### **8.12.220 Refusal to collect – Marking.**

Whenever a Franchise Holder gives or intends to give a report to the City Manager, he/she/they shall place a tag on the Container or otherwise give the Owner or Occupant notice of the substance of his/her/their report to the City Manager. Whenever an authorized representative of the City observes a violation of this chapter, he/she/they shall place a tag on the Container or otherwise give the Owner or Occupant notice of the illegal condition. The tag or other notice shall have a copy of the penalties set forth in this chapter printed upon it and shall inform the Owner of the action necessary to correct the illegal condition. The Owner or Occupant shall, within seven days, correct the illegal condition.

#### **8.12.230 Collector franchise – Required.**

No Person shall collect, transport, or use Refuse in the incorporated area of the City without first receiving a franchise or permit to engage in such activity.

#### **8.12.240 Collector franchise – Granting.**

A franchise agreement may be entered into for the collection and disposal of Refuse in the City in accordance with and subject to the terms and conditions of this chapter and such terms and conditions as may be imposed by the Council.

#### **8.12.250 Collector franchise – Bid procedure.**

Before entering into such agreement, the City may, but shall not be required to, call for bids for a franchise. In the event the Council elects to call for bids, the form of proposals and the time and place for receiving bids shall be fixed by resolution of the Council; a notice thereof shall be published one time in a newspaper published or circulated in the City, which notice shall specify the time the agreement is to run. The scheduled rates offered by each bidder shall be based upon classifications as may be designated by resolution of the Council and the Council shall have the right to reject all bids. Where bids have been solicited and received and where the Council has not elected to reject all bids, the franchise shall be awarded to the lowest qualified bidder.

#### **8.12.260 Collector franchise – Statement required.**

Prior to the granting of a franchise, the bidder, if any, or applicant, and on July 1st of each year after the grant, the Franchise Holder, shall file a statement of ownership, operational capability, and financial support and shall verify the same as being true and correct under penalty of perjury. The statement shall be in such form as may be prescribed therefor by the City Manager.

#### **8.12.270 Collector franchise – Exclusivity.**

Within the City, the Franchise Holder shall have the exclusive right to make all collections of Refuse; however, as provided by HMC 3.12.290 through 3.12.320, other Persons may be issued permits which can be exercised in the City unless such franchise agreement grants exclusivity to the franchisee thereunder.

#### **8.12.280 Collector franchise – Disposal requirements.**

The Franchise Holder shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

- A. Identify the facilities to which they will transport Organic Waste and Non-Organic Waste, through written notice to the City, no later than 90 days before the City's reporting deadline as defined in 14 CCR Section 18994.2, as it currently exists or amended thereafter.
- B. Transport Organic Waste and Non-Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as currently defined in 14 CCR, Division 7, Chapter 12, Article 2, and amended thereafter.
- C. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition debris in a manner that complies with 14 CCR Section 18989.1, and Section 8.12.680 of this ordinance.

#### **8.12.290 Permit – Granting.**

The City Manager may grant a permit for collections other than those provided for by HMC 8.12.030 to collect, transport, or use Industrial Refuse upon application therefor whenever in the opinion of the City Manager the granting of such permit is in the public interest and welfare and the existing franchise agreement does not provide for exclusivity. The Permit Holder

shall meet the requirements and standards identified in HMC 8.12.280 as a condition of approval of a permit.

#### **8.12.300 Permit – Period.**

Such permits may be granted for any period not to exceed one year. Permits may be renewed upon expiration thereof for a similar term; provided, that the City Manager finds that the Permit Holder is capable of continuing operations in conformity with the provisions of this chapter and the rules and regulations of the Council.

#### **8.12.310 Permit – Contents.**

Every such permit granted by the City Manager shall be subject to the provisions of this chapter and the rules and regulations of the Council. The permit shall state:

- A. The name and address of the Person to whom the permit is issued;
- B. The activity authorized;
- C. The area in which the activity is authorized;
- D. The term for which the permit is granted;
- E. Such other conditions as the Council may provide.

#### **8.12.320 Permit – Application.**

Applicants for a permit or for the renewal of a permit to collect, transport, or use Refuse shall file with the City Manager a verified application in writing which shall give the following information:

- A. Name and description of the applicant;
- B. Permanent home and business address and full local address of the applicant;
- C. Trade and firm name;
- D. If a joint venture, a partnership, or limited partnership, the names of all partners and their permanent addresses. If a corporation, the names and permanent addresses of all the stockholders and the officers and the percentage of participation of each;
- E. A detailed explanation of the manner in which the applicant will conduct the activity for which the permit is requested;
- F. The applicant's arrangements for the disposal of all Refuse collected or transported by him/her/them at an approved Disposal Site or his/her/their arrangements for other authorized disposal;
- G. Facts showing that the applicant is able to render efficient Refuse service;



H. That the applicant owns or has under his/her/their control in good mechanical condition sufficient equipment to adequately conduct the business for which a permit is requested;

I. That his/her/their vehicles and equipment conform to all applicable provisions of this chapter;

J. That the applicant shows to the satisfaction of the City Manager that the issuance of a permit is in the public interest, and there is need for a permit to be issued;

K. Such other facts or information as the City Manager may require.

#### **8.12.330 Charges – Service required.**

A Franchise Holder shall provide Refuse removal service to all Premises situated within the City. A Franchise Holder shall not be required to service oversize, overweight, or unsafe Containers. A Franchise Holder shall not be required to continue to provide Refuse removal if the Owner or Occupant has failed to pay the charges for service for a period of 60 days. Prior to terminating service for nonpayment of charges, the Franchise Holder shall, at least 14 days prior to termination, provide written notice of intention to terminate, a copy of which shall be given to the City Manager.

#### **8.12.340 Charges – Amount.**

Charges to Customers of a Franchise Holder for Refuse removal service shall be determined by the terms of the franchise. A basic charge shall be established by the Council, payment of which shall entitle a residential Customer to have the contents of one Organic Waste Container and one Non-Organic Waste Container removed from his/her/their Premises once a week by a Franchise Holder. The Council may approve an agreement between the Customer and the Franchise Holder to provide additional service for an additional charge. The charges may be revised by the Council from time to time after a public hearing thereon and a determination by the Council that a change is in the public interest.

#### **8.12.350 Charges – Determination.**

Charges to Customers for rubbish removal service provided by the holder of a permit may be set by the Council by resolution and may be revised by the Council from time to time as it determines to be necessary.

#### **8.12.360 Charges – Uniformity required.**

All charges for fees for service by a Franchise Holder shall be uniform for the same services as fixed and approved by the Council. Any Customer contending that he/she/they has been required to pay an unreasonable charge for any service or has in any manner been subject to an overcharge, may file a written complaint with the City Manager setting forth the facts of such alleged overcharge and the City Manager shall notify the Franchise Holder of the complaint and shall investigate the matter of the complaint and shall determine the charge.

#### **8.12.370 Fees – Franchise.**



To provide for the administration and enforcement of this chapter, the Council may require that the holder of a franchise pay to the City a franchise fee based on percentage of gross receipts realized from services required to be furnished by this chapter or other reasonable basis. The amount of the franchise fee shall be one of the terms of the franchise. The franchise fee may be revised by the Council from time to time after a public hearing thereon and a determination by the Council that a change is in the public interest.

#### **8.12.380 (Reserved)**

#### **8.12.390 Fees – Industrial permit.**

The permit fee for engaging in the business of collecting Industrial Refuse shall be a fee as approved by the Council, payable on July 1st of each year. In addition to the annual fee, the holder of a permit for engaging in the business of collecting Industrial Refuse shall pay annually to the City, within 60 days following the close of the fiscal year, an amount equivalent to eight percent of the gross receipts derived from the furnishing of such Industrial Refuse collection services within the incorporated areas of the City.

#### **8.12.400 Fees – Permit.**

The permit fee for any other activity involving Refuse shall be a fee as approved by the Council, payable on July 1st of each year.

#### **8.12.410 Fees – Payment.**

Fees shall be paid to the City clerk who shall deposit them to the general fund or such other fund as the Council may designate.

#### **8.12.420 Bond required.**

A Franchise Holder shall post a bond with the City in the amount provided for in the franchise agreement.

A Permit Holder shall file with the City Manager a faithful performance bond or other form of security satisfactory to the City Manager in an amount determined by the City Manager not more than \$10,000 nor less than \$1,000.

#### **8.12.430 (Reserved)**

#### **8.12.440 Transferability of franchise or permit.**

No franchise or permit granted pursuant to the provisions of this chapter and no ownership interest in any Franchise or Permit Holder shall be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of in whole or in part, directly or indirectly, whether voluntarily or by operation of law or through any stock transfer, transfer in trust, change in control, consolidation or merger, without the prior written consent of the Council. The Council may grant or deny such a request and may impose conditions as it may

deem to be in the public interest. Any disposition made without consent shall constitute good cause for revocation of the affected franchise or permit.

#### **8.12.450 Revocation of franchise.**

In the event of suspension or revocation of a franchise, the City shall have the right forthwith to take possession of all trucks and other equipment of the Franchise Holder for the purpose of collecting and disposing of Refuse and performing all other duties which the Franchise Holder is obligated to perform. The City shall have the right to retain possession of such trucks and equipment until other suitable trucks and equipment can be purchased or otherwise acquired by the City for such purpose. The City shall pay the Franchise Holder a reasonable rental for the use of such trucks and equipment.

#### **8.12.460 Employee requirements.**

The City may, at its option, require photographing and fingerprinting of applicants for a franchise or permit and of the employees of the Franchise Holder or Permit Holder.

#### **8.12.470 Interruption of service – Labor dispute.**

In the event the Refuse collection of a Franchise Holder is interrupted by a labor dispute and scheduled collections are discontinued for more than 72 hours, the City shall have the right to forthwith take temporary possession of all facilities and equipment of the Franchise Holder for the purpose of continuing the service which the Franchise Holder has agreed to provide in order to preserve and protect the public health and safety. The City has the right to retain possession of such facilities and equipment and to render the required services until the Franchise Holder can demonstrate to the satisfaction of the City that required services can be resumed by the Franchise Holder; provided, however, that the temporary assumption of the Franchise Holder's obligations under the franchise shall not be continued by the City for more than 120 days from the date such operations were undertaken. Should the Franchise Holder fail to demonstrate to the satisfaction of the City that required services can be resumed by the Franchise Holder prior to the expiration of the 120 days, the rights and privileges granted to the Franchise Holder may be forfeited and the franchise may be revoked.

#### **8.12.480 Interruption of service – City responsibility.**

During any period in which the City has temporarily assumed the obligation of the Franchise Holder under HMC 8.12.470 through 8.12.490, the City shall be entitled to the gross revenue attributable to operations during such period and shall pay therefrom only those costs and expenses, including a reasonable rental for use of trucks and equipment, applicable or allocable to the period. The excess, if any, of revenue over applicable or allocable costs and expenses during such period shall be deposited in the treasury of the City to the credit of the general fund. Final adjustment and allocation of gross revenue, costs, and expenses to the period during which the City temporarily assumed the obligations of the Franchise Holder shall be determined by an audit by a certified public accountant or licensed public accountant and prepared in report form with his/her/their opinion annexed thereto.

#### **8.12.490 Interruption of service – Employee use.**

Employees of the Franchise Holder may be employed by the City during any period in which the City temporarily assumes the obligations of the Franchise Holder under this chapter; provided, however, that the rate of compensation to be paid such employees, or any other employees, shall be the rate or rates in effect at the time the Franchise Holder's service was interrupted by the labor dispute and the terms and conditions of employment shall be the same as provided by the Franchise Holder. (Ord. 90-10 § 1, 1990)

#### **8.12.500 Recordkeeping.**

Each Person granted a franchise or permit under the provisions of this chapter shall maintain detailed records of all receipts and expenditures received or incurred in the operations of such business, including all fees collected for services rendered. The City, its officers and employees shall be entitled to inspect, audit, and copy such books and records upon reasonable notice during normal business hours.

#### **8.12.510 Audit required.**

A Franchise Holder shall annually provide the City with a copy of an audit within 60 days after the close of the holder's fiscal year. The audit shall be prepared by a certified public accountant or licensed public accountant who has annexed his/her/their opinion thereto. The accountant shall be entirely independent of the Franchise Holder, shall not be an employee directly or indirectly of the Franchise Holder, and shall have no financial interest whatsoever in the business of the Franchise Holder. The City shall specify the form and detail of the annual audit. In the event of failure to provide any such annual audit, the City may employ a qualified accountant or the County auditor to conduct the audit and the Franchise Holder in such case shall be liable for and shall pay the costs and expenses of the audit.

#### **8.12.520 Vehicles – Requirements.**

All Refuse collection shall be made with a vehicle and equipment of a design approved by the Council. All Refuse collections shall be made as quietly as possible and noise abatement shall be a consideration of vehicle and equipment inspections and approval. Vehicles transporting Refuse shall be kept clean and sanitary and shall be disinfected immediately after being used.

#### **8.12.530 Vehicles – Cleanliness.**

All trucks of a Franchise Holder shall be clean, sanitary, and well painted. The Franchise Holder shall have printed or stenciled in a prominent place on the exterior of each vehicle used by him in the collection of Refuse the following information in four-inch letters:

Truck # \_\_\_\_\_

Franchise Holder (name)

#### **8.12.540 Vehicles – Inspection.**

The City Manager is authorized to provide inspections of all vehicles and equipment of a Franchise or Permit Holder at a place designated by the City Manager. Vehicles and equipment

shall conform to the requirements of the California Vehicle Code, this chapter, and rules or regulations of the Council.

#### **8.12.550 Vehicles – Equipment required**

The holder of a franchise or permit shall equip each vehicle hauling Refuse with a shovel, broom, and fire extinguisher of a type approved by the Council.

#### **8.12.560 Name restrictions.**

A Franchise or Permit Holder shall not use a firm name containing the words “city” or “Hughson” or other words implying City ownership. The Franchise or Permit Holder shall establish and maintain an office where service may be applied for and complaints made. The office shall be equipped with a listed telephone to which calls from City residents may be placed without payment of a toll charge and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m. of each day except Saturdays, Sundays, and holidays.

#### **8.12.570 Service records.**

A Franchise Holder shall supply the City Manager current maps and schedules of collection routes. Maps and schedules of routes shall be updated within 90 days of receipt of a final subdivision map that includes final approved street names and addresses of a new residential subdivision or commercial/industrial development.

#### **8.12.580 (Reserved)**

#### **8.12.590 Billing.**

Franchise Holder may bill a Customer and collect service charges in accordance with the rates adopted by the Council for Refuse removal service. A Franchise Holder and the City may enter into an agreement whereby the City will bill the Customer and pay the Franchise Holder for services rendered. Such an agreement shall set forth the respective duties and responsibilities of the Franchise Holder and City regarding the billing and collection of such charges.

#### **8.12.600 Enforcement.**

The health officer of the Stanislaus County health department is designated to enforce all health-related violations of this chapter.

#### **8.12.620 (Reserved)**

#### **8.12.630 (Reserved)**

#### **8.12.640 (Reserved)**

#### **8.12.650 Requirements for Commercial Edible Food Generators**

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 8.12.650 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities, as defined by Health and Safety Code Section 113789, operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, and as otherwise specified in 14 CCR Section 18991.4, as it current exists and amended thereafter:
  - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - iii. The established frequency that food will be collected or self-hauled.
    - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### **8.12.660 Requirements for Food Recovery Organizations and Services**

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records, unless specified otherwise by 14 CCR Section 18991.5(a)(1), as it currently exists and amended thereafter:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records unless specified otherwise by 14 CCR Section 18991.5(a)(2), as it currently exists and amended thereafter:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators, no later than 90 days before the City's reporting deadline as defined in 14 CCR Section 18994.2, as it currently exists or amended thereafter.

D. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

#### **8.12.670 Requirements for Facility Operators and Community Composting Operations**

A. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

B. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

#### **8.12.680 Compliance with CALGreen Recycling Requirements**

Persons applying for a permit from the City for new construction and building additions and alternations shall comply with Section 4.408.1, 4.410.2, 5.410.1, and 5.408.1 of CALGreen, as each section currently exists or amended thereafter, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

#### **8.12.690 Model Water Efficient Landscaping Ordinance Requirements (MWEL0)**

Owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWEL0.

#### **8.12.700 Procurement Requirements for City Departments, Direct Service Providers, and Vendors**

A. City departments, and Direct Service Providers and Vendors to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy.

B. All Direct Service Providers and Vendors providing Paper Products and Printing and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12, as it currently exists or amended thereafter.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013), as it currently exists or amended thereafter.
5. Provide records of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both Recycled-Content and non-Recycled Content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Sections 8.12.700(b)(3) and 8.12.700(b)(4) of this ordinance for Recycled-Content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none).

#### **8.12.710 Waivers**

A. De Minimis Waivers: The City Manager may waive a Commercial Business' obligation to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.12.710(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.12.710(a)(2) below.
2. Provide documentation that either:
  - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in an Organic Waste Container comprises less than 20 gallons per week per applicable Container of the business' total waste; or,



- b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in an Organic Waste Container comprises less than 10 gallons per week per applicable Container of the business' total waste.
3. Notify City Manager if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if City Manager has approved de minimis waiver.

B. Physical Space Waivers: City Manager may waive a Commercial Business' or Owner's obligations to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, Franchise Holder, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for the collection Containers required for compliance with the Organic Waste collection requirements of Section 8.12.640.

1. A Commercial Business or Owner may request a physical space waiver through the following process:
  - a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  - b. Provide documentation that the Premises lacks adequate space for an Organic Waste Container including documentation from its Franchise Holder, licensed architect, or licensed engineer.
  - c. Provide written verification to City Manager that it is still eligible for physical space waiver every five years, if City Manager has approved application for a physical space waiver.

#### **8.12.720 Enforcement**

A. Violation of any provision of Chapter 8.12 shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Manager. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

B. Process for Enforcement

1. City Manager will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an inspection program Section 8.12.200 establishes City's right to conduct inspections and investigations.

2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. For incidences of Prohibited Container Contaminants found in Containers, City will issue a Notice of Violation to any Owner or Occupant found to have Prohibited Container Contaminants in a Container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants. If the City observes Prohibited Container Contaminants in an Owner or Occupant's Containers on more than two (2) consecutive occasions, the City may assess contamination processing fees or penalties on the Owner or Occupant.
4. With the exception of Prohibited Container Contaminants found in Containers, addressed under Section 8.12.720(B)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. A Notice of Violation shall include the following information:
  - a. The name(s), or account name(s) if different, of each person or entity to whom it is directed.
  - b. A factual description of the violations of this chapter, including the section(s) being violated.
  - c. A compliance date by which the violator is to take specified action(s).
  - d. The penalty for not complying within the specified compliance date.
6. Absent compliance by the violator within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to HMC Enforcement Chapter 1.17.
  - a. Notices shall be sent to Owner at the official address of the Owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.
7. The penalty levels are as follows:
  - a. For a first violation, the amount of the base penalty shall be \$100 per violation.
  - b. For a second violation, the amount of the base penalty shall be \$200 per violation.
  - c. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.
8. The City Manager may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.12.720(B)(5)(c) if it finds that there are extenuating

circumstances beyond the control of the violator that make compliance within the Notice of Violation deadlines impracticable, including the following:

- a. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- b. Delays in obtaining discretionary permits or other government agency approvals; or,
- c. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2, as it currently exists or amended thereafter, due to those deficiencies.

**Section 2** If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portion thereof.

**Section 3** This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 4** Within fifteen (15) days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in accordance with California Government Code section 36933.

**Section 5** This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on \_\_\_\_\_, 2021, and by a vote of the Council members present, further reading was waived.

On motion of Councilperson \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was passed by the City Council of the City of Hughson at a regular meeting held on \_\_\_\_\_, 2021, by the following votes:

/ / / /

/ / / /

/ / / /

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
GEORGE CARR, Mayor

ATTEST:

\_\_\_\_\_  
ASHTON GOSE, Deputy City Clerk

**CITY OF HUGHSON**  
**CITY COUNCIL**  
**ORDINANCE NO. 2021- 08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUGHSON,**  
**AMENDING CHAPTER 8.12 OF TITLE 8 OF THE HUGHSON MUNICIPAL CODE**  
**CONCERNING REFUSE COLLECTION**

WHEREAS, the City of Hughson Municipal Code Chapter 8.12 currently establishes the regulations regarding refuse collection; and

WHEREAS, recent legislation, specifically SB 1383, requires jurisdictions to institute programs to divert Organic Waste from the landfill to an authorized composting facility; and

WHEREAS, the City desires to update and amend Chapter 8.12 to comply with SB 1383.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUGHSON DOES ORDAIN AS FOLLOWS:**

**Section 1** Chapter 8.12 of Title 8 of the Hughson Municipal Code is amended to read as follows:

**8.12.010 Definitions.**

For the purposes of this chapter, the following terms are defined:

- A. A. ~~“Bin”~~ “Bin” means a container designed for mechanical emptying with capacity between 2 and 6 cubic yards and of a design approved by the Council.
- B. “California Green Building Standards (CALGreen)” shall have the same meaning as the California Green Building Standards Code, 24 CCR, Part 11, as it currently exists or amended thereafter.
- C. “City” means the city of Hughson.
- D. “City Manager” means the city manager of the City or designee of the city manager of the City.
- E. “Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Residential Dwelling, and as otherwise defined in 14 CCR Section 18982(a)(6), as it currently exists or amended thereafter. A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Article.

F. “Commercial Customer” means a customer receiving Refuse collection service where such customer is a Commercial Business

G. “Commercial Edible Food Generator” includes a Tier One or Tier Two Commercial Edible Food Generator. For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

H. “Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet and as otherwise defined by 14 CCR Section 18982(a)(8), as it currently exists or amended thereafter.

I. “Compost” shall have the same definition as 14 CCR Section 17896.2(a)(4), as it currently exists or amended thereafter.

J. “Compliance Review” means a review of records by the City to determine compliance with this Article.

~~A.K.~~ “Container” means a container designed for mechanical emptying with a close-fitting cover and of a design approved by the ~~council~~Council. A Bin is considered a Container for the purposes of this Article.

~~B. “City” means the city of Hughson.~~

~~C. “City manager” means the city manager of the city.~~

~~D. “Commercial customer” means a customer receiving refuse collection service where such customer is principally engaged in retailing of goods or services and not defined as industrial or residential.~~

~~E. “Contract” means the written agreement covering the performance of the work, including, but not limited to, the formal agreement and special provisions, affidavits and certificates of equal opportunity employment, certificate of workers’ compensation insurance, the proposal, contract specifications and performance bond.~~

~~F. “Contractor” means the individual, partnership, corporation, joint venture or other legal entity entering into a contract with the city to provide residential, commercial and partial industrial refuse collection services. When modified by the phrase “as constituted,” it means the partnership, corporation or other legal entity as organized and existing, with the same majority shareholders, as determined at the time of the execution of a contract between the contractor and the city.~~

~~L.~~ G. “Container Contamination” or “Contaminated Container” means a Container that contains Prohibited Container Contaminants.

~~B.M.~~ “Council” means the city council of the ~~city~~City.

~~C.N.~~ ~~H.~~ “County” means the county of Stanislaus, state of California.

~~D.O.~~ ~~I.~~ “Customer” means any ~~person~~Person receiving ~~refuse~~Refuse service under the provisions of this chapter.

~~P.~~ ~~J.~~ “Direct Service Providers and Vendors” means a Person, company, agency, district, or other entity that provides a service or services to City pursuant to a contract or other written agreement and as otherwise defined in 14 CCR Section 18982(a)(17), as it currently exists or amended thereafter.

~~E.Q.~~ “Disposal ~~site~~Site” means an area or location used for the disposal of ~~refuse~~Refuse, and authorized by law to receive such ~~refuse~~Refuse.

~~F.R.~~ ~~K.~~ “Drop ~~box~~Box” means a container designed to be loaded upon a vehicle for transportation to the ~~disposal site~~Disposal Site with a minimum capacity of 10 cubic yards and of a design approved by the ~~council~~Council.

~~S.~~ ~~L.~~ “Edible Food” means food intended for human consumption, and as otherwise defined in 14 CCR Section 18982(a)(18), as it currently exists or amended thereafter. “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Article requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

~~T.~~ “Excluded Waste” means Hazardous Material, infectious waste, volatile, corrosive, medical waste, radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance.

~~U.~~ “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, and as otherwise defined in 14 CCR Section 18982(a)(24), as it currently exists or amended thereafter.

~~V.~~ “Food Recovery Organization” shall have the same meaning as 14 CCR Section 18982(a)(25), as it currently exists or amended thereafter.

~~W.~~ “Food Recovery Service” means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, and as otherwise defined in 14 CCR Section 18982(a)(26), as it currently exists or amended thereafter.

~~X.~~ “Franchise Holder” means a Person who collects or transports Refuse under authority granted by the Council, in accordance with HMC Section 8.12.240, as it currently exists or amended thereafter.

~~Y.~~ “Hazardous Material” means any explosive, highly flammable, radioactive, or toxic material.

Z. “High Diversion Organic Waste Processing Facility” shall have the same definition as 14 CCR Section 18982(a)(33), as it currently exists or amended thereafter.

~~G-AA.~~ “Industrial ~~refuse~~Refuse” means ~~refuse~~Refuse produced by a ~~person~~Person principally engaged in the business of processing, warehousing, or manufacturing agricultural, animal, or other products or materials, who is not a ~~commercial~~Commercial Customer or residential customer, whose principal business on site is not retail in nature and ~~refuse~~Refuse produced by any ~~persons~~Persons engaged in the business of building, remodeling, construction, or demolition.

~~BB. M-~~ “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

CC. “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For the purposes of this chapter, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For the purposes of this chapter, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

DD. “Mixed Waste Organic Collection Stream” or “Mixed Waste” means Organic Waste collected in a Container that is required to be taken to a High Diversion Organic Waste Processing Facility and as otherwise defined in 14 CCR Section 17402(a)(11.5), as it currently exists or amended thereafter.

EE. “Model Water Efficient Landscaping Ordinance (MWELo)” shall have the same meaning as the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7, as it currently exists or amended thereafter.

FF. “Multi-Family Residential Dwellings” or “Multi-Family” means of, from, or pertaining to residential Premises with five (5) or more dwelling units. Multi-family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

GG. “Non-Compostable Paper” includes but is not limited, to paper that is coated in a plastic material that will not breakdown in the composting process and as otherwise defined in 14 CCR Section 18982(a)(41, as it currently exists or amended thereafter.

HH. “Non-Organic Recyclables” means non-Putrescible Waste and non-Hazardous Recyclable Wastes including but not limited to bottles, cans, metals, plastics and glass, and as otherwise defined in 14 CCR Section 18982(a)(43), as it currently exists or amended thereafter.



II. “Non-Organic Waste” means all collected wastes that is not designated for collection in the Organic Waste Container, including carpets, Non-Compostable Paper, and textiles.

JJ. “Non-Organic Waste Container” means a Container that shall be used for the collection and storage of Non-Organic Waste.

KK. “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, and as otherwise defined in 14 CCR Section 18982(a)(45), as it currently exists or amended thereafter.

~~H.LL.~~ “Occupant” means the ~~person~~Person in possession or control of ~~premises~~Premises such as lessee, licensee, manager, custodian, or caretaker.

MM. ~~N.~~ “Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges and as otherwise defined in 14 CCR Section 18982(a)(46), as it currently exists or amended thereafter, excluding carpets, Non-Compostable Paper, textiles, and Hazardous Materials. Biosolids and digestate are as defined by 14 CCR Section 18982(a), as it currently exists or amended thereafter.

NN. “Organic Waste Container” means a Container that shall be used for the collection and storage of Organic Waste.

OO. “Organic Waste Generator” means a Person or entity that is responsible for the initial creation of Organic Waste, and as otherwise defined in 14 CCR Section 18982(a)(48), as it currently exists or amended thereafter.

~~I.PP.~~ “Owner” means the ~~person~~Person having dominion of or title to ~~premises~~Premises.

QQ. ~~Ø.~~ “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, and as otherwise defined in 14 CCR Section 18982(a)(51), as it currently exists or amended thereafter.

RR. “Permit Holder” means a Person who collects or transports Refuse under authority granted by the City Manager, in accordance with HMC Section 8.12.290, as it currently exists or amended thereafter.

~~J.SS.~~ “Person” means any individual, firm, corporation, association, group, or combination and the plural as well as the singular.

~~K.TT. P.~~ “Premises” means a parcel of real property to the center of ~~an~~any alley adjacent thereto, unless other specified by the City Manager, located in the incorporated area of the ~~city~~City, upon which is situated any dwelling house or other place of human habitation, including each unit of a multiple occupancy building, or upon which is conducted any business, occupation, or activity which results in the production or accumulation of ~~refuse~~.Refuse.

UU. Q. “Printing and Writing Paper” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, and as otherwise defined in 14 CCR Section 18982(a)(54), as it currently exists or amended thereafter.

VV. “Prohibited Container Contaminants” means the following: (1) discarded materials placed in the Non-Organic Waste Container that are not identified as Non-Organic Waste; (2) discarded materials placed in the Organic Waste Container that are not identified as Organic Waste; (3) Excluded Waste.

WW. “Putrescible Waste” include waste that is capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, vectors, gases, or other offensive conditions, and include materials such as, but not limited to food wastes and dead animals.

XX. “Recyclable Materials” means reusable waste materials including, but not limited to, various types of plastic, metal, glass, aluminum, packaging, paper, books, magazines, boxes, wrappers.

YY. “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, and as otherwise defined in 14 CCR Section 18982(a)(61), as it currently exists or amended thereafter.

~~L.ZZ.~~ “Refuse” means ~~any and~~ all discarded items and substances of every kind, including infectious wastes and ~~salvageable or recyclable materials and garden wastes~~ Recyclable Materials and Organic Waste, but not including sewage, septic tank contents, sewer sludge and construction and demolition debris, sand trap contents, grease trap contents or ~~hazardous wastes~~ Hazardous Materials as defined by state and/or federal law.

~~R. “Refuse collector” means a person who collects or transports refuse under authority granted by the council, including his agents and employees. (Ord. 90-10 § 1, 1990)~~

AAA. “Route Review” means a visual inspection of Containers along a Franchise Holder route for the purpose of determining Container Contamination and may include mechanical inspection methods such as the use of cameras, and as otherwise defined in 14 CCR Section 18982(a)(65), as it currently exists or amended thereafter.

BBB. “Self-Hauler” means a Person, who hauls Solid Waste, Organic Waste or Recyclable Material he/she/they has generated to another Person. Self-hauler also includes a Person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

CCC. “Solid Waste” shall have the same meaning as defined in California Public Resources Code Section 40191, as it currently exists or amended thereafter.

DDD. “Source Separated” means materials, including commingled Recyclable Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, and as otherwise defined in 14 CCR Section 17402.5(b)(4), as it currently exists or amended thereafter. For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, Owner, Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of collection such that Source Separated materials are separated from Non-Organic Waste or other Solid Waste for the purposes of collection and processing.

EEE. “Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following: (1) Supermarket; (2) Grocery store with a total facility size equal to or greater than 10,000 square feet; (3) Food service provider; (4) Food distributor; and (5) Wholesale food vendor.

FFF. “Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following: (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet; (2) Hotel with an on-site food facility and 200 or more rooms; (3) Health facility with an on-site food facility and 100 or more beds; (4) Large Venue; (5) Large Events; (6) A state agency with a cafeteria with 250 or more seats or a total cafeteria facility size equal to or greater than 5,000 square feet; and (7) A local education agency with an on-site food facility.

#### 8.12.020 Littering ~~PROHIBITED~~Prohibited.

A. ~~A.~~ No ~~owner~~Owner or ~~occupant~~Occupant shall throw, drop, leave, dump, bury, place, or otherwise dispose of any ~~refuse~~Refuse, or allow any other ~~person~~Person to dispose of ~~refuse~~Refuse, upon his ~~premises~~/her/their Premises except in a regularly designated ~~disposal site~~Disposal Site; provided, however, building materials may be kept on ~~premises~~Premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and wood may be kept neatly piled upon ~~premises~~Premises for household use; and garden ~~refuse~~waste may be composted in a manner approved by the ~~council~~City Manager.

B. ~~B.~~ No ~~person~~Person shall throw or deposit or cause to be thrown or deposited, any ~~refuse~~Refuse or abandon any material whatsoever in or upon any public property, public right-of-way, watercourse, or banks of any watercourse, or upon the ~~premises~~Premises of any other ~~person~~Person except at a regularly designated ~~disposal site~~Disposal Site. (~~Ord. 90-10 § 1, 1990~~)Disposal Site.

#### 8.12.030 ~~Garbage~~Refuse collection compulsory.

The ~~owner~~Owner or ~~occupant~~Occupant of an occupied dwelling, house, or other place of human habitation, including a business establishment, shall be responsible for the regular

collection of ~~garbage~~Refuse from said place by the authorized collector of ~~garbage~~Refuse in the ~~city~~City at least once each week, and shall also be responsible for the payment of all ~~garbage~~Refuse services by said authorized collector of ~~garbage~~Refuse. The ~~owner~~Owner or ~~occupant~~Occupant of ~~premises~~Premises upon which a hotel, restaurant, boardinghouse, or other ~~garbage~~Refuse-producing business is operated shall be responsible for the regular collection of ~~garbage~~Refuse from said place by the authorized collector of ~~garbage~~Refuse in the ~~city~~City at least twice each week and shall also be responsible for the payment of all ~~garbage~~Refuse services by said authorized collector of ~~garbage~~Refuse. The ~~council~~City Manager may require a greater number of collections per week, provided, however, that, upon a showing of hardship or unnecessary, the ~~city manager~~City Manager may exempt any single location from the requirements of this section. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.040 Containers – Generally.**

No ~~owner~~Owner or ~~occupant~~Occupant shall fail or neglect to provide or have provided a sufficient number of ~~containers or bins~~Containers for receiving and holding, without leakage or escape of odors, all ~~refuse~~Refuse created, produced, or accumulated on the ~~premises~~Premises, and all such ~~refuse~~Refuse shall be deposited in such ~~containers~~Containers. Containers shall at all times be kept in good, useful, and sanitary condition. Containers shall be kept continuously closed except when ~~refuse or recyclables are~~Refuse is being placed therein or removed therefrom, and shall at all times be closed against the access of flies, rodents, and other animals. Containers used shall be those provided by the ~~franchise collector~~. (~~Ord. 01-09 § 1, 2001; Ord. 90-10 § 1, 1990~~)Franchise Holder.

#### **8.12.050 Containers – Number.**

~~A. All premises shall have sufficient containers to hold all refuse created, produced, or accumulated on the premises between required removals. In determining the sufficiency of the number of containers required, the following minimum standards shall apply:~~

- ~~1. One-family and two-family dwellings, one container per dwelling unit of at least 35-gallon capacity;~~
- ~~2. Multiple-dwelling building, one container of at least 35-gallon capacity per dwelling unit unless a lesser number is authorized by the council;~~
- ~~3. Motel, hotel, trailer park or mobile home park, one container of at least 35-gallon capacity per unit or space unless a lesser number is authorized by the council;~~
- ~~4. Business, not less than one container of at least 35-gallon capacity.~~

~~B. Customers may arrange for use of bins or drop boxes instead. These arrangements shall be made with the refuse collector Franchise Holder on the basis of charges established by the terms of the franchise or by resolution of the city, as the case may be. (~~Ord. 01-09 § 2, 2001; Ord. 90-10 § 1, 1990~~)~~

#### 8.12.060 Containers – ~~Yard waste.~~

~~Yard waste may be placed~~Designated Materials ~~in refuse containers or yard waste containers provided by the franchise collector. (Ord. 01-09 § 3, 2001; Ord. 90-10 § 1, 1990)~~Containers.

Residential Customers shall only place Organic Waste in the Organic Waste Container and Non-Organic Waste in the Non-Organic Waste Container. Customers shall not place Excluded Waste in Containers.

#### 8.12.070 Containers – Restrictions.

Any ~~container~~Container in excess of the number of ~~containers~~Containers containing ~~refuse~~Refuse which the ~~customer~~Customer is entitled to have collected according to the charge he/she/they pays shall not be collected. ~~(Ord. 90-10 § 1, 1990)~~

#### 8.12.080 Containers – Location.

Containers shall not be placed or allowed to remain in or on any street or alley right-of-way unless authorized by the ~~council~~City Manager. Except for handicapped ~~customers~~Customers, residential ~~customers~~Customers shall place their ~~containers~~Containers curbside for collection day. ~~(Ord. 01-09 § 4, 2001; Ord. 90-10 § 1, 1990)~~

#### 8.12.090 ~~Containers – Marking.~~

~~Containers and bins which the owner desires to have left on the premises by the refuse collector, shall have printed or marked thereon in figures at least two inches in height, and clearly legible, the street number of the premises to which the container belongs. The refuse collector may collect and remove any container which does not have the house number or business address plainly marked thereon as provided in this section. (Ord. 90-10 § 1, 1990)~~(Reserved)

#### 8.12.100 Special arrangements.

The ~~owner~~Owner or ~~occupant~~Occupant of a ~~premises~~Premises, or two or more such ~~persons~~Persons acting jointly, may request the ~~council~~Council to approve a plan whereby special arrangements are made for effective and efficient ~~refuse~~Refuse removal. The proposed plan shall include a statement of expected charges and such other comments as the ~~city manager~~City Manager considers appropriate. The ~~council~~Council is authorized to grant variances to any provision of this chapter and to approve the proposed plan with such conditions as are deemed necessary. ~~(Ord. 90-10 § 1, 1990)~~

#### 8.12.110 Placement.

Subject to the prohibitions of HMC ~~8.12.080, containers~~ 8.12.080, Containers shall be placed for collection of their contents in the following manner:

- A. ~~A.~~ On single-family and two-family ~~premises~~Premises:
1. ~~1.~~ Where alleys exist, upon the ~~customer's premises~~Customer's Premises immediately adjacent to and accessible from the alley without the necessity of entering the ~~premises~~Premises;
  2. ~~2.~~ Where alleys do not exist, upon the ~~customer's premises~~Customer's Premises at a location no greater than the curbside of the street fronting the ~~premises~~Premises; provided, that the ~~city manager~~City Manager may approve an agreement between the ~~customer~~Customer and the ~~refuse collector~~Franchise Holder as to the location of ~~refuse~~Refuse for collection.
- B. ~~B.~~ Containers ~~and bins~~ for service to multiple-dwelling ~~premises~~Premises and ~~garbage~~Refuse-producing businesses shall be placed in a location no greater than 50 feet from the nearest point where the ~~refuse collector's~~Franchise Holder's vehicle can reasonably be parked. Drop ~~boxes~~Boxes shall be located as agreed upon between the ~~customer~~Customer and the ~~refuse collector~~Franchise Holder. In case of dispute, the location shall be as determined by the ~~council~~City Manager.
- C. ~~C.~~ Containers for required service may be placed on ~~premises~~Premises at a location other than as provided in subsections A and B of this section set forth as may be provided in the schedule of charges adopted by the ~~council~~Council from time to time.
- D. ~~D.~~ Containers may be placed for collection of their contents no earlier than noon on the day before the scheduled collection day, and must be removed from the collection point and placed in accordance with subsection (A)(2) of this section no later than noon on the day following the scheduled collection day.
- E. ~~E.~~ All ~~containers~~Containers not set out for collection must be screened from public view, where possible. If conditions of the ~~customer's premises~~Customer's Premises make it impossible to screen ~~containers~~Containers from public view, ~~containers~~Containers shall be stored as far from the curb and as out of the public view as possible under the circumstances. (~~Ord. 09-01 §§ 1, 2, 2009; Ord. 03-07 § 1, 2003; Ord. 01-09 § 5, 2001; Ord. 90-10 § 1, 1990~~)

#### 8.12.120 Hazardous ~~materials~~Materials prohibited.

No ~~person~~Person shall deposit in any ~~container~~Container used for ~~refuse~~Refuse, any explosive, highly flammable, radioactive, toxic, or other ~~hazardous material~~Hazardous Material or substance without having first made special arrangements for the disposal thereof with ~~the refuse collector, a Franchise Holder or Permit Holder~~. No ~~person~~Person shall deposit any such ~~hazardous material~~Hazardous Material in a ~~disposal site~~Disposal Site without having first made special arrangements for the disposal thereof with the ~~disposal site~~Disposal Site operator. (~~Ord. 90-10 § 1, 1990~~)



### 8.12.130 Hours.

No collection shall be made in residential districts, as shown on the zoning map of the ~~city~~City, prior to 6:00 a.m. or after 6:00 p.m. No collections shall be made at schools, churches, offices, or ~~commercial~~Commercial establishments in or adjacent to residential districts prior to 5:00 a.m. or after 9:00 p.m. (~~Ord. 90-10 § 1, 1990~~)

### 8.12.140 Use restrictions.

Notwithstanding the provisions of HMC ~~8.12.030, refuse~~8.12.030, Refuse may be used for animal feed, soil improvement, recycling, or other beneficial purpose; provided, such use complies with this chapter and all other laws. Except as authorized pursuant to HMC ~~8.12.100, 8.12.100~~, no ~~person~~Person shall use, store, or transport ~~refuse~~Refuse for any beneficial purpose without having a valid permit therefor issued by the ~~city manager~~City Manager. The ~~city manager~~City Manager shall issue or amend a permit upon terms and conditions as are determined to be necessary to ~~insure~~ensure that the use or the proposed use complies with existing laws and regulations and does not create a health menace or a nuisance. (~~Ord. 90-10 § 1, 1990~~)

A. Self-Haulers shall Source Separate all Recyclable Materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, as the sections currently exist or thereafter amended, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility.

B. Self-Haulers shall haul their Source Separated Non-Organic Recyclables and Source Separated Organic Waste to a facility that recovers those materials; and haul their Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

#### **8.12.150 Transportation – Spill prevention.**

Refuse hauled by any ~~person~~Person over any street or road in the ~~city~~City shall be securely tied or covered during the hauling thereof. No ~~person~~Person shall allow ~~refuse~~Refuse to leak, spill, blow off, or drop from any vehicle on any street or road. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.160 Transportation – Vehicle requirements.**

All collections by ~~refuse collectors~~Franchise Holder shall be made with vehicles of a design approved by the ~~city manager~~City Manager. All collections shall be made as quietly as possible and the use of any unnecessarily noisy trucks or equipment is unlawful. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.170 Ownership.**

All ~~refuse~~Refuse upon being removed from the ~~premises~~Premises where created, produced, or accumulated shall become and be the property of the ~~refuse collector~~Franchise Holder and upon being deposited in an authorized ~~disposal site~~Disposal Site shall forthwith become the property of the ~~owner~~Owner of the site. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.180 Interference with ~~containers~~Containers prohibited.**

No ~~person~~Person other than the ~~owner~~Owner or ~~occupant~~Occupant of ~~premises~~Premises, an employee of the ~~city~~City, or an employee of the ~~refuse collector~~Franchise Holder shall tamper with or interfere in any manner with any ~~refuse container~~Container or the contents thereof. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.190 Interference with collection prohibited.**

No ~~person~~Person shall by any means hinder, obstruct, or interfere with the removal or transportation of ~~refuse~~Refuse by ~~a refuse collector.~~ ~~(Ord. 90-10 § 1, 1990)~~Franchise Holder.

#### **8.12.200 Inspection.**

~~The city manager may inspect or cause to be inspected, at regular intervals, refuse containers as to their fitness for use. (Ord. 90-10 § 1, 1990)~~

The City Manager is authorized to conduct inspections and investigations, at random or otherwise, of any collection Container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Customers (including Multi-Family Residential Dwellings), Owners, Commercial Edible Food Generators, Franchise Holder, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection.

#### **8.12.210 Refusal to collect – Notice.**



A ~~refuse collector~~Franchise Holder shall notify the ~~city manager~~City Manager whenever the collector has refused to pick up a ~~container~~Container because the ~~container~~Container is dilapidated, disintegrated, overloaded, contains dangerous materials, or the ~~container~~Container has been tipped over and the contents scattered. A ~~refuse collector~~franchise holder shall notify the ~~city manager~~City Manager when he/~~she/they~~ observes any violations of this chapter. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.220 Refusal to collect – Marking.**

Whenever a ~~refuse collector~~Franchise Holder gives or intends to give a report to the ~~city manager~~City Manager, he/~~she/they~~ shall place a tag on the ~~container~~Container or otherwise give the ~~owner~~Owner or ~~occupant~~Occupant notice of the substance of his ~~report~~/her/theirreport to the ~~city manager~~City Manager. Whenever an authorized representative of the ~~city~~City observes a violation of this chapter, he/~~she/they~~ shall place a tag on the ~~refuse container~~Container or otherwise give the ~~owner~~Owner or ~~occupant~~Occupant notice of the illegal condition. The tag or other notice shall have a copy of the penalties set forth in this chapter printed upon it and shall inform the ~~owner~~Owner of the action necessary to correct the illegal condition. The ~~owner~~Owner or ~~occupant~~Occupant shall, within seven days, correct the illegal condition. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.230 Collector franchise – Required.**

No ~~person~~Person shall collect, transport, or use ~~refuse~~Refuse in the incorporated area of the ~~city~~City without first receiving a franchise or permit to engage in such activity. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.240 Collector franchise – Granting.**

A franchise agreement may be entered into for the collection and disposal of ~~refuse~~Refuse in the ~~city~~City in accordance with and subject to the terms and conditions of this chapter and such terms and conditions as may be imposed by the ~~city council~~. (~~Ord. 90-10 § 1, 1990~~)~~Council.~~

#### **8.12.250 Collector franchise – Bid procedure.**

Before entering into such agreement, the ~~city~~City may, but shall not be required to, call for bids for a franchise. In the event the ~~council~~Council elects to call for bids, the form of proposals and the time and place for receiving bids shall be fixed by resolution of the ~~city council~~Council; a notice thereof shall be published one time in a newspaper published or circulated in the ~~city~~City, which notice shall specify the time the agreement is to run. The scheduled rates offered by each bidder shall be based upon classifications as may be designated by resolution of the ~~council~~Council and the ~~city council~~Council shall have the right to reject all bids. Where bids have been solicited and received and where the ~~council~~Council has not elected to reject all bids, the franchise shall be awarded to the lowest qualified bidder. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.260 Collector franchise – Statement required.**

Prior to the granting of a franchise, the bidder, if any, or applicant, and on July 1st of each year after the grant, the ~~franchise holder~~Franchise Holder, shall file a statement of ownership, operational capability, and financial support and shall verify the same as being true and correct under penalty of perjury. The statement shall be in such form as may be prescribed therefor by the ~~city manager~~. (~~Ord. 90-10 § 1, 1990~~)City Manager.

#### **8.12.270 Collector franchise – Exclusivity.**

Within the ~~city~~City, the ~~franchise holder~~Franchise Holder shall have the exclusive right to make all collections of ~~refuse~~Refuse; however, as provided by HMC 3.12.290 through 3.12.320, other ~~persons~~Persons may be issued permits which can be exercised in the ~~city~~City unless such franchise agreement grants exclusivity to the franchisee thereunder. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.280 ~~8.12.280~~ Collector franchise – Disposal requirements.**

~~The franchise holder shall dispose of all refuse collected as a result of collections required by HMC 8.12.030 at a designated county owned or operated landfill; provided, however, the franchise holder may request and the council may issue a permit for disposal of such refuse as provided by HMC 8.12.140. (Ord. 90-10 § 1, 1990)~~

The Franchise Holder shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:

A. Identify the facilities to which they will transport Organic Waste and Non-Organic Waste, through written notice to the City, no later than 90 days before the City's reporting deadline as defined in 14 CCR Section 18994.2, as it currently exists or amended thereafter.

B. Transport Organic Waste and Non-Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as currently defined in 14 CCR, Division 7, Chapter 12, Article 2, and amended thereafter.

C. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting construction and demolition debris in a manner that complies with 14 CCR Section 18989.1, and Section 8.12.680 of this ordinance.

#### **8.12.290 Permit – Granting.**

The ~~council~~City Manager may grant a permit for collections other than those provided for by HMC ~~8.12.030~~8.12.030 to collect, transport, or use ~~industrial refuse~~Industrial Refuse upon application therefor whenever in the opinion of the ~~council~~City Manager the granting of such permit is in the public interest and welfare and the existing franchise agreement does not provide for exclusivity. (~~Ord. 90-10 § 1, 1990~~)The Permit Holder shall meet the requirements and standards identified in HMC 8.12.280 as a condition of approval of a permit.

#### **8.12.300 Permit – Period.**

Such permits may be granted for any period not to exceed one year. Permits may be renewed upon expiration thereof for a similar term; provided, that the ~~council~~City Manager finds that the ~~permit holder~~Permit Holder is capable of continuing operations in conformity with the provisions of this chapter and the rules and regulations of the ~~council~~. ~~(Ord. 90-10 § 1, 1990)~~Council.

#### **8.12.310 Permit – Contents.**

Every such permit granted by the ~~council~~City Manager shall be subject to the provisions of this chapter and the rules and regulations of the ~~council~~Council. The permit shall state:

- A. ~~A.~~ The name and address of the ~~person~~Person to whom the permit is issued;
- B. ~~B.~~ The activity authorized;
- C. ~~C.~~ The area in which the activity is authorized;
- D. ~~D.~~ The term for which the permit is granted;
- E. ~~E.~~ Such other conditions as the ~~council~~Council may provide. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.320 Permit – Application.**

Applicants for a permit or for the renewal of a permit to collect, transport, or use ~~refuse~~Refuse shall file with the ~~city manager~~City Manager a verified application in writing which shall give the following information:

- A. ~~A.~~ Name and description of the applicant;
- B. ~~B.~~ Permanent home and business address and full local address of the applicant;
- C. ~~C.~~ Trade and firm name;
- D. ~~D.~~ If a joint venture, a partnership, or limited partnership, the names of all partners and their permanent addresses. If a corporation, the names and permanent addresses of all the stockholders and the officers and the percentage of participation of each;
- E. ~~E.~~ A detailed explanation of the manner in which the applicant will conduct the activity for which the permit is requested;
- F. ~~F.~~ The applicant's arrangements for the disposal of all ~~refuse~~Refuse collected or transported by him/her/them at an approved ~~disposal site~~Disposal Site or his/her/their arrangements for other authorized disposal;
- G. ~~G.~~ Facts showing that the applicant is able to render efficient ~~refuse~~Refuse service;

- H. ~~H.~~ That the applicant owns or has under his/her/their control in good mechanical condition sufficient equipment to adequately conduct the business for which a permit is requested;
- I. ~~I.~~ That his/her/their vehicles and equipment conform to all applicable provisions of this chapter;
- J. ~~J.~~ That the applicant shows to the satisfaction of the ~~council~~City Manager that the issuance of a permit is in the public interest, and there is need for a permit to be issued;
- K. ~~K.~~ Such other facts or information as the ~~council~~City Manager may require. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.330 Charges – Service required.**

A ~~franchise holder~~Franchise Holder shall provide ~~refuse~~Refuse removal service to all ~~premises~~Premises situated with the ~~city~~City. A ~~franchise holder~~Franchise Holder shall not be required to service oversize, overweight, or unsafe ~~containers~~Containers. A ~~franchise holder~~Franchise Holder shall not be required to continue to provide ~~refuse~~Refuse removal if the ~~owner~~Owner or ~~occupant~~Occupant has failed to pay the charges for service for a period of 60 days. Prior to terminating service for nonpayment of charges, the ~~franchise holder~~Franchise Holder shall, at least 14 days prior to termination, provide written notice of intention to terminate, a copy of which shall be given to the ~~city manager~~. (~~Ord. 90-10 § 1, 1990~~)City Manager.

#### **8.12.340 Charges – Amount.**

Charges to ~~customers~~Customers of a ~~franchise holder~~Franchise Holder for ~~refuse~~Refuse removal service shall be determined by the terms of the franchise. A basic charge shall be established by the ~~council~~Council, payment of which shall entitle a ~~customer~~residential Customer to have the contents of one ~~standard container~~Organic Waste Container and ~~garden refuse without limit~~one Non-Organic Waste Container removed from his/~~premises/her/their~~Premises once a week by a ~~refuse collector~~Franchise Holder. The ~~council may authorize a customer to receive reduced service for a reduced charge and~~Council may approve an agreement between the ~~customer~~Customer and the ~~refuse collector~~Franchise Holder to provide additional service for an additional charge. The charges may be revised by the ~~council~~Council from time to time after a public hearing thereon and a determination by the ~~council~~Council that a change is in the public interest. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.350 Charges – Determination.**

Charges to ~~customers~~Customers for rubbish removal service provided by the holder of a permit may be set by the ~~council~~Council by resolution and may be revised by the ~~council~~Council from time to time as it determines to be necessary. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.360 Charges – Uniformity required.**

All charges for fees for service by a ~~refuse collector~~Franchise Holder shall be uniform for the same services as fixed and approved by the ~~council~~Council. Any ~~customer~~Customer contending that he/~~she/they~~ has been required to pay an unreasonable charge for any service or has in any manner been subject to an overcharge, may file a written complaint with the ~~council~~City Manager setting forth the facts of such alleged overcharge and the ~~council~~City Manager shall notify the ~~refuse collector~~Franchise Holder of the complaint and shall investigate the matter of the complaint and shall determine the charge. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.370 Fees – Franchise.**

To provide for the administration and enforcement of this chapter, the ~~council~~Council may require that the holder of a franchise pay to the ~~city~~City a franchise fee based on percentage of gross receipts realized from services required to be furnished by this chapter or other reasonable basis. The amount of the franchise fee shall be one of the terms of the franchise. The franchise fee may be revised by the ~~council~~Council from time to time after a public hearing thereon and a determination by the ~~council~~Council that a change is in the public interest. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.380 (Reserved)**

#### **8.12.390 Fees – Industrial permit.**

The permit fee for engaging in the business of collecting ~~industrial waste~~Industrial Refuse shall be ~~a fee as approved by the sum of \$100.00 per year~~Council, payable on July 1st of each year. In addition to the annual fee, the holder of a permit for engaging in the business of collecting ~~industrial refuse~~Industrial Refuse shall pay annually to the ~~city~~City, within 60 days following the close of the fiscal year, an amount equivalent to eight percent of the gross receipts derived from the furnishing of such ~~industrial refuse~~Industrial Refuse collection services within the incorporated areas of the ~~city~~. (~~Ord. 91-04 § 1, 1991; Ord. 90-10 § 1, 1990~~)City.

#### **8.12.400 Fees – Permit.**

The permit fee for any other activity involving ~~refuse~~Refuse shall be ~~a fee as approved by the sum of \$10.00 per year~~Council, payable on July 1st of each year. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.410 Fees – Payment.**

Fees shall be paid to the ~~city~~City clerk who shall deposit them to the general fund or such other fund as the ~~council~~Council may designate. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.420 Bond required.**

A ~~franchise holder~~Franchise Holder shall post ~~a bond~~ with the ~~city~~a cash bond-City in the ~~sum of \$25,000 or a surety bond in the same~~ amount ~~furnished by a corporate surety authorized to do business in the state, payable to the city. The bond shall be conditioned upon the full and faithful performance of his obligations of the applicable~~

~~provisions of this chapter and the provided for in the~~ franchise agreement ~~and shall be kept in full force and effect at all times.~~

~~A~~ Permit ~~holders~~Holder shall file with the ~~council~~City Manager a faithful performance bond or other form of security satisfactory to the ~~council~~City Manager in an amount determined by the ~~council~~City Manager not more than \$10,000 nor less than \$1,000. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.430 Insurance required.**

~~A. No franchise shall be issued under the provisions of this chapter, nor shall any franchise be valid after issuance unless there is at all times in force and effect to provide protection against liability for damages which may be imposed for the negligence of the franchise holder or his employees or agents a liability insurance policy or policies approved by the city and issued by an insurance company licensed to do business in the state.~~

~~B. Such policy or policies shall provide protection against liability of the franchise holder for the payment of damages in amounts, at least, as follows:~~

~~1. One million dollars on account of bodily injuries to or death of one person;~~

~~2. One million dollars covering total liability of the franchise holder on account of bodily injuries to or death of more than one person as a result of any one accident;~~

~~3. Five hundred thousand dollars for one accident resulting in damage or destruction of property, whether the property of one or more than one claimant.~~

~~C. A liability insurance policy required by this section shall insure to the benefit of any persons who are injured or sustain damage to property proximately caused by the negligence of the franchise holder insured by the policy, his employees or agents.~~

~~D. Satisfactory evidence that the liability insurance required by this section is at all times in full force and effect shall be furnished the council by the franchise holder.~~

~~E. The policy of insurance shall contain certain provisions against cancellation except upon 10 days' prior written notice thereof to the city.~~

~~F. The permit holder shall comply with the provisions of this section; provided, however, that the council may authorize lesser amounts of insurance coverage as its deems appropriate. (Ord. 90-10 § 1, 1990)~~(Reserved)

#### **8.12.440 Transferability of franchise or permit.**

No franchise or permit granted pursuant to the provisions of this chapter and no ownership interest in any ~~franchise~~Franchise or ~~permit holder~~Permit Holder shall be sold, transferred, leased, assigned, mortgaged, pledged, hypothecated, or otherwise encumbered or disposed of in whole or in part, directly or indirectly, whether voluntarily or by operation of law or through any



stock transfer, transfer in trust, change in control, consolidation or merger, without the prior written consent of the ~~council~~Council. The ~~council~~Council may grant or deny such a request and may impose conditions as it may deem to be in the public interest. Any disposition made without consent shall constitute good cause for revocation of the affected franchise or permit. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.450 Revocation of franchise.**

In the event of suspension or revocation of a franchise, the ~~city~~City shall have the right forthwith to take possession of all trucks and other equipment of the ~~franchise holder~~Franchise Holder for the purpose of collecting and disposing of ~~refuse~~Refuse and performing all other duties which the ~~franchise holder~~Franchise Holder is obligated to perform. The ~~city~~City shall have the right to retain possession of such trucks and equipment until other suitable trucks and equipment can be purchased or otherwise acquired by the ~~city~~City for such purpose. The ~~city~~City shall pay the ~~franchise holder~~Franchise Holder a reasonable rental for the use of such trucks and equipment. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.460 Employee requirements.**

The ~~city~~City may, at its option, require photographing and fingerprinting of applicants for a franchise or permit and of the employees of the ~~franchise holder or permit holder~~. (~~Ord. 90-10 § 1, 1990~~)Franchise Holder or Permit Holder.

#### **8.12.470 Interruption of service – Labor dispute.**

In the event the ~~refuse~~Refuse collection of a ~~franchise holder~~Franchise Holder is interrupted by a labor dispute and scheduled collections are discontinued for more than 72 hours, the ~~city~~City shall have the right to forthwith take temporary possession of all facilities and equipment of the ~~franchise holder~~Franchise Holder for the purpose of continuing the service which the ~~franchise holder~~Franchise Holder has agreed to provide in order to preserve and protect the public health and safety. The ~~city~~City has the right to retain possession of such facilities and equipment and to render the required services until the ~~franchise holder~~Franchise Holder can demonstrate to the satisfaction of the ~~city~~City that required services can be resumed by the ~~franchise holder~~Franchise Holder; provided, however, that the temporary assumption of the ~~franchise holder's~~Franchise Holder's obligations under the franchise shall not be continued by the ~~city~~City for more than 120 days from the date such operations were undertaken. Should the ~~franchise holder~~Franchise Holder fail to demonstrate to the satisfaction of the ~~city~~City that required services can be resumed by the ~~franchise holder~~Franchise Holder prior to the expiration of the 120 days, the rights and privileges granted to the ~~franchise holder~~Franchise Holder may be forfeited and the franchise may be revoked. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.480 Interruption of service – City responsibility.**

During any period in which the ~~city~~City has temporarily assumed the obligation of the ~~franchise holder~~Franchise Holder under HMC 8.12.470 through 8.12.490, the ~~city~~City shall be entitled to the gross revenue attributable to operations during such period and shall pay therefrom only those costs and expenses, including a reasonable rental for use of trucks and equipment,

applicable or allocable to the period. The excess, if any, of revenue over applicable or allocable costs and expenses during such period shall be deposited in the treasury of the ~~city~~City to the credit of the general fund. Final adjustment and allocation of gross revenue, costs, and expenses to the period during which the ~~city~~City temporarily assumed the obligations of the ~~franchise holder~~Franchise Holder shall be determined by an audit by a certified public accountant or licensed public accountant and prepared in report form with his/her/their opinion annexed thereto. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.490 Interruption of service – Employee use.**

Employees of the ~~franchise holder~~Franchise Holder may be employed by the ~~city~~City during any period in which the ~~city~~City temporarily assumes the obligations of the ~~franchise holder~~Franchise Holder under this chapter; provided, however, that the rate of compensation to be paid such employees, or any other employees, shall be the rate or rates in effect at the time the ~~franchise holder's~~Franchise Holder's service was interrupted by the labor dispute and the terms and conditions of employment shall be the same as provided by the ~~franchise holder.~~Franchise Holder. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.500 Recordkeeping.**

Each ~~person~~Person granted a franchise or permit under the provisions of this chapter shall maintain detailed records of all receipts and expenditures received or incurred in the operations of such business, including all fees collected for services rendered. The ~~city~~City, its officers and employees shall be entitled to inspect, audit, and copy such books and records upon reasonable notice during normal business hours. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.510 Audit required.**

A ~~franchise holder~~Franchise Holder shall annually provide the ~~city~~City with a copy of an audit within 60 days after the close of the holder's fiscal year. The audit shall be prepared by a certified public accountant or licensed public accountant who has annexed his/her/their opinion thereto. The accountant shall be entirely independent of the ~~franchise holder~~Franchise Holder, shall not be an employee directly or indirectly of the ~~franchise holder~~Franchise Holder, and shall have no financial interest whatsoever in the business of the ~~franchise holder.~~Franchise Holder. The ~~city~~City shall specify the form and detail of the annual audit. In the event of failure to provide any such annual audit, the ~~city~~City may employ a qualified accountant or the ~~county~~County auditor to conduct the audit and the ~~franchise holder~~Franchise Holder in such case shall be liable for and shall pay the costs and expenses of the audit. (~~Ord. 90-10 § 1, 1990~~)

#### **8.12.520 Vehicles – Requirements.**

All ~~refuse~~Refuse collection shall be made with a vehicle and equipment of a design approved by the ~~council~~Council. All ~~refuse~~Refuse collections shall be made as quietly as possible and noise abatement shall be a consideration of vehicle and equipment inspections and approval. Vehicles transporting ~~garbage~~Refuse shall be kept clean and sanitary and shall be disinfected immediately after being used. (~~Ord. 90-10 § 1, 1990~~)



#### 8.12.530 Vehicles – Cleanliness.

All trucks of a ~~franchise holder~~Franchise Holder shall be clean, sanitary, and well painted. The ~~franchise holder~~Franchise Holder shall have printed or ~~stencilled~~stenciled in a prominent place on the exterior of each vehicle used by him in the collection of ~~refuse~~Refuse the following information in four-inch letters:

Truck # \_\_\_\_\_

~~Refuse Collector~~Franchise Holder (name)

~~(Ord. 90-10 § 1, 1990)~~

#### 8.12.540 Vehicles – Inspection.

~~All~~The City Manager is authorized to provide inspections of all vehicles and equipment of a ~~franchise~~Franchise or ~~permit holder shall be inspected~~Permit Holder at a place designated by the ~~city manager at least once each year~~City Manager. Vehicles and equipment shall conform to the requirements of the California Vehicle Code, this chapter, and rules or regulations of the ~~council. (Ord. 90-10 § 1, 1990)~~Council.

#### 8.12.550 Vehicles – Equipment required.

The holder of a franchise or permit shall equip each vehicle hauling ~~refuse~~Refuse with a shovel, broom, and fire extinguisher of a type approved by the ~~council. (Ord. 90-10 § 1, 1990)~~Council.

#### 8.12.560 Name restrictions.

A ~~franchise~~Franchise or ~~permit holder~~Permit Holder shall not use a firm name containing the words “city” or “Hughson” or other words implying ~~city~~City ownership. The ~~franchise~~Franchise or ~~permit holder~~Permit Holder shall establish and maintain an office where service may be applied for and complaints made. The office shall be equipped with a listed telephone to which calls from ~~city~~City residents may be placed without payment of a toll charge and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m. of each day except Saturdays, Sundays, and holidays. ~~(Ord. 90-10 § 1, 1990)~~

#### 8.12.570 Service records.

A ~~franchise holder~~Franchise Holder shall supply the ~~city manager with the name of the owner or occupant of each premises served, the address of the property, and with~~City Manager current maps and schedules of collection routes. ~~(Ord. 90-10 § 1, 1990)~~

#### ~~8.12.580 Information card.~~

~~A franchise holder~~Maps and schedules of routes shall ~~supply every occupant of premises served under his franchise a printed information card stating the amounts of refuse~~

~~which will be collected, rates, regulations affecting collections, updated within 90 days of collections, receipt of a final subdivision map that includes final approved street names and complaint procedures. Such cards shall be provided when service is initiated and be replaced in advance of any changes of collection days, rates, or regulations affecting collections. (Ord. 90-10 § 1, 1990) addresses of a new residential subdivision or commercial/industrial development.~~

#### **8.12.580 (Reserved)**

#### **8.12.590 Billing.**

~~Refuse collectors~~Franchise Holder may bill a ~~customer~~Customer and collect service charges in accordance with the rates adopted by the ~~council~~Council for ~~refuse~~Refuse removal service. A ~~franchise holder~~Franchise Holder and the ~~city~~City may enter into an agreement whereby the ~~city~~City will bill the ~~customer~~Customer and pay the ~~refuse collector~~Franchise Holder for services rendered. Such an agreement shall set forth the respective duties and responsibilities of the ~~franchise holder~~Franchise Holder and ~~city~~City regarding the billing and collection of such charges. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.600 Enforcement.**

The health officer of the Stanislaus County health department is designated to enforce all health-related violations of this chapter. ~~(Ord. 90-10 § 1, 1990)~~

#### **8.12.620 ~~RECYCLING~~-(Reserved)**

~~The city and the franchise collector may, from time to time, establish programs and regulations to aid in curbside recycling of refuse. Owners and occupants may place recyclable material in containers provided pursuant to such programs, in accordance with regulations promulgated by the franchise collector. The franchise collector may refuse to pick up recyclable containers in which the recyclable material is improperly placed, but shall otherwise collect such recyclable material in accordance with the franchise agreement between the city and the franchise collector, and shall charge therefor at the rates established from time to time by the city council by resolution. (Ord. 01-09 § 7, 2001)~~

#### **8.12.630 (Reserved)**

#### **8.12.640 (Reserved)**

#### **8.12.650 Requirements for Commercial Edible Food Generators**

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section 8.12.650 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities, as defined by Health and Safety Code Section 113789, operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the Premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, and as otherwise specified in 14 CCR Section 18991.4, as it current exists and amended thereafter:
  - a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
    - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - iii. The established frequency that food will be collected or self-hauled.
    - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
  - d. Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal

Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

#### **8.12.660 Requirements for Food Recovery Organizations and Services**

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records, unless specified otherwise by 14 CCR Section 18991.5(a)(1), as it currently exists and amended thereafter:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement shall maintain the following records unless specified otherwise by 14 CCR Section 18991.5(a)(2), as it currently exists and amended thereafter:

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators shall report to the City the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators, no later than 90 days before the City's reporting deadline as defined in 14 CCR Section 18994.2, as it currently exists or amended thereafter.

D. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the City that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

#### **8.12.670 Requirements for Facility Operators and Community Composting Operations**

A. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

B. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

#### **8.12.680 Compliance with CALGreen Recycling Requirements**

Persons applying for a permit from the City for new construction and building additions and alternations shall comply with Section 4.408.1, 4.410.2, 5.410.1, and 5.408.1 of CALGreen, as each section currently exists or amended thereafter, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

#### **8.12.690 Model Water Efficient Landscaping Ordinance Requirements (MWEL0)**

Owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWEL0.

#### **8.12.700 Procurement Requirements for City Departments, Direct Service Providers, and Vendors**

A. City departments, and Direct Service Providers and Vendors to the City, as applicable, must comply with the City's Recovered Organic Waste Product procurement policy.

B. All Direct Service Providers and Vendors providing Paper Products and Printing and Writing Paper shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12, as it currently exists or amended thereafter.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013), as it currently exists or amended thereafter.
5. Provide records of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both Recycled-Content and non-Recycled Content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Sections 8.12.700(b)(3) and 8.12.700(b)(4) of this ordinance for Recycled-Content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none).

### **8.12.710 Waivers**

A. De Minimis Waivers: The City Manager may waive a Commercial Business' obligation to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.12.710(a)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.12.710(a)(2) below.
2. Provide documentation that either:
  - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in an Organic Waste Container comprises less than 20 gallons per week per applicable Container of the business' total waste; or,

- b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in an Organic Waste Container comprises less than 10 gallons per week per applicable Container of the business' total waste.
3. Notify City Manager if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every 5 years, if City Manager has approved de minimis waiver.

B. Physical Space Waivers: City Manager may waive a Commercial Business' or Owner's obligations to comply with some or all of the Recyclable Materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, Franchise Holder, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for the collection Containers required for compliance with the Organic Waste collection requirements of Section 8.12.640.

1. A Commercial Business or Owner may request a physical space waiver through the following process:
  - a. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
  - b. Provide documentation that the Premises lacks adequate space for an Organic Waste Container including documentation from its Franchise Holder, licensed architect, or licensed engineer.
  - c. Provide written verification to City Manager that it is still eligible for physical space waiver every five years, if City Manager has approved application for a physical space waiver.

### **8.12.720 Enforcement**

A. Violation of any provision of Chapter 8.12 shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Manager. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

#### **B. Process for Enforcement**

1. City Manager will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an inspection



program Section 8.12.200 establishes City's right to conduct inspections and investigations.

2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. For incidences of Prohibited Container Contaminants found in Containers, City will issue a Notice of Violation to any Owner or Occupant found to have Prohibited Container Contaminants in a Container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants. If the City observes Prohibited Container Contaminants in an Owner or Occupant's Containers on more than two (2) consecutive occasions, the City may assess contamination processing fees or penalties on the Owner or Occupant.
4. With the exception of Prohibited Container Contaminants found in Containers, addressed under Section 8.12.720(B)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. A Notice of Violation shall include the following information:
  - a. The name(s), or account name(s) if different, of each person or entity to whom it is directed.
  - b. A factual description of the violations of this chapter, including the section(s) being violated.
  - c. A compliance date by which the violator is to take specified action(s).
  - d. The penalty for not complying within the specified compliance date.
6. Absent compliance by the violator within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to HMC Enforcement Chapter 1.17.
  - a. Notices shall be sent to Owner at the official address of the Owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.
7. The penalty levels are as follows:
  - a. For a first violation, the amount of the base penalty shall be \$100 per violation.
  - b. For a second violation, the amount of the base penalty shall be \$200 per violation.
  - c. For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.



8. The City Manager may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 8.12.720(B)(5)(c) if it finds that there are extenuating circumstances beyond the control of the violator that make compliance within the Notice of Violation deadlines impracticable, including the following:

- a. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- b. Delays in obtaining discretionary permits or other government agency approvals; or,
- c. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2, as it currently exists or amended thereafter, due to those deficiencies.

**Section 2** If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portion thereof.

**Section 3** This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

**Section 4** Within fifteen (15) days after its final passage, the City Clerk shall cause a summary of this Ordinance to be published in accordance with California Government Code section 36933.

**Section 5** This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, provided it is published in a newspaper of general circulation at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced and the title thereof read at the regular meeting of the City Council of the City of Hughson held on \_\_\_\_\_, 2021, and by a vote of the Council members present, further reading was waived.

On motion of Councilperson \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Ordinance was passed by the City Council of the City of Hughson at a regular meeting held on \_\_\_\_\_, 2021, by the following votes:

/ / / /

/ / / /

/ / / /

AYES:

NOES:

ABSTENTIONS:

ABSENT:

GEORGE CARR, Mayor

ATTEST:

ASHTON GOSE, Deputy City Clerk

DATE: October 8, 2021

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS 2023 GAS TRANSMISSION & STORAGE COST ALLOCATION AND RATE DESIGN APPLICATION (A.21-09-018)**

**Acronyms you need to know**

**PG&E:** Pacific Gas and Electric Company

**CPUC:** California Public Utilities Commission

**Why am I receiving this notice?**

On September 30, 2021, PG&E filed with the CPUC its 2023 Gas Transmission & Storage Cost Allocation and Rate Design application, known as the GT&S CARD application.

This is the first time PG&E is filing GT&S CARD as a separate application addressing how gas transmission rates are designed. Going forward, PG&E is proposing this application be filed every four years.

**Why is PG&E requesting this rate change?**

This application includes the design and allocation of costs previously proposed in the General Rate Case Phase 1 related to gas transmission and gas storage facilities. Gas transmission lines bring gas from California's borders to the various parts of PG&E's service territory. Gas storage facilities allow for storing gas to meet changing demands on the system in the most cost-efficient way. There are no new costs being requested in this application.

PG&E's gas rates are designed by dividing approved costs among each customer class (residential, commercial, etc.) based on updated information on how each class uses the gas systems.

**How could this affect my monthly gas rates?**

Bundled gas customers receive transmission, distribution, and procurement services from PG&E.

If PG&E's rate request is approved by the CPUC, the average monthly bill for a typical residential customer averaging 31 therms per month would increase from \$56.34 to \$56.37, or 0.1%, based on currently authorized costs.

Detailed rate information is also being sent directly to customers. Actual impacts will vary depending on usage and are subject to CPUC regulatory approval. Future applications may also change this application's impact on rates.

**How does the rest of this process work?**

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding are currently reviewing PG&E's application, including the Public Advocates Office, which is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email [PublicAdvocatesOffice@cpuc.ca.gov](mailto:PublicAdvocatesOffice@cpuc.ca.gov) or visit [PublicAdvocates.cpuc.ca.gov](http://PublicAdvocates.cpuc.ca.gov).

**Where can I get more information?**

**CONTACT PG&E**

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

**RECEIVED**

OCT 26 2021

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company  
2023 GT&S CARD Application (A.21-09-018)  
P.O. Box 7442  
San Francisco, CA 94120

**CONTACT CPUC**

Please visit [apps.cpuc.ca.gov/c/A2109018](https://apps.cpuc.ca.gov/c/A2109018) to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

**Email:** [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov)

**Mail:** CPUC  
Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

**Call:** 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference the **2023 GT&S CARD Application A.21-09-018** in any communications you have with the CPUC regarding this matter.