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FIRST AMENDMENT

BILL NO. 2017-3

ORDINANCE NO. 6572

AN ORDINANCE TO REPEAL AND REPLACE LVMC CHAPTER 9.08, RELATING TO THE COLLECTION AND MANAGEMENT OF SOLID WASTE AND RECYCLABLE MATERIALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross Summary: Repeals and replaces LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 9 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 8 and consisting of Sections 10 to 320, inclusive, reading as follows:

9.08.010: It is declared to be the policy of the City to regulate the collection, transportation, deposit, transfer, recycling and disposal of solid waste and recyclables in a manner that is consistent with State law and that will:

- (A) Protect public health and welfare.
- (B) Prevent water or air pollution.
- (C) Prevent the spread of disease and the creation of nuisances.
- (D) Conserve natural resources.
- (E) Enhance the beauty and quality of the environment.

9.08.020: In the construction of this Chapter, the following definitions shall apply, unless the context clearly requires otherwise:

“Bulky item” means any large item normally associated with a residential household that does not fit into a residential solid waste container or wheeled cart, including without limitation appliances,

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1 carpeting and mattresses, and that can be handled by a two person crew. `

2 "Cash receipts" means all receipts derived from the collection of solid waste and residential
3 recyclables collection services and includes, by way of illustration and not limitation, all cash, credits,
4 property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its
5 authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all
6 revenue received from residential service (including any charges attributable to residential recyclables
7 collection services); commercial and industrial service; medical-waste service; sewage-waste service;
8 special collection-related services provided pursuant to a franchise agreement and this Chapter; container
9 rentals, including delivery, removal and exchange fees; packaging; shipping; late fees; and lien fees, but
10 excluding revenues from:

11 (A) The sale of recyclables.

12 (B) Any taxes on services furnished by a franchisee that are imposed by any
13 governmental entities, that are passed through to and collected from the franchisee's customers, and that are
14 separately itemized on customers' bills.

15 "Collection costs" means administrative costs and legal fees the licensed franchisee incurs when
16 attempting to collect any charges and/or penalties from the legal owner of the premises where solid waste is
17 collected, where such charges have become past due and payable.

18 "Commercial recycler" means any licensed entity, including a licensed franchisee, that is in the
19 business of purchasing, accepting donations of, collecting, storing, transporting or processing commercial
20 source-separated recyclables.

21 "Commercial source-separated recyclables" means recyclables generated by a commercial business
22 that have been separated from the solid waste stream at the source for recycling purposes and that are not
23 mixed with solid waste other than residual solid waste. In order for commercial source-separated
24 recyclables to be recognized under Section 9.08.060(E), they may not contain more than ten percent
25 residual solid waste.

26 "Commingled recyclables" means recyclables that have been abandoned or discarded and that are

1 mixed with solid waste other than residual solid waste.

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

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

18 “CPI-U” means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average
19 Series ID.CUUR0000SA0, as published by the Bureau of Labor Statistics, U.S. Department of Labor.

20 “Dead animals” means all dead animals or parts thereof (including condemned meats) that are not
21 intended to be used as food for man or animal.

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

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

26 “Duplex” means a building or dwelling containing residential dwelling units for two separate

1 families or occupants, each receiving individual solid waste curbside collection.

2 "Franchise agreement" means an agreement between the City and a third party by which such third
3 party is authorized to collect, transport and dispose of solid waste and perform residential recyclables
4 collection services in the City.

5 "Franchise fee" means the fee required by a franchise agreement based upon a percentage of a
6 franchisee's cash receipts derived from the collection, transportation and disposal of solid waste and
7 residential recyclables collection services in the City.

8 "Franchisee" means any person who has contracted with the City for collection, transportation and
9 disposal of solid waste and the performance of residential recyclables collection.

10 "Garbage" means putrescible animal and vegetable wastes, other than source-separated recyclables,
11 that result from the handling, storage, sale, preparation, cooking and serving of food, and that have been
12 discarded or abandoned.

13 "Hazardous waste" means any waste or combination of wastes, including solids, semisolids, liquids
14 or contained gases which:

15 (A) Because of its quantity or concentration or its physical, chemical or infectious
16 characteristics may:

17 (1) Cause or significantly contribute to an increase in mortality or serious
18 irreversible or incapacitating illness; or

19 (2) Pose a substantial hazard or potential hazard to human health, public safety
20 or the environment when it is given improper treatment, storage, transportation, disposal or other
21 management;

22 (B) Is identified as hazardous waste by the Nevada Department of Conservation and
23 Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes; and

24 (C) Includes, among other wastes, toxins, corrosives, flammable materials, irritants,
25 strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

26 "Incidental non-recyclable waste" means the non-recyclable components of white goods, whole

1 computers, or whole automobiles for which dismantling and separation of recyclable from non-recyclable
2 components by the generator are impractical, such as insulation or electronic components in white goods.

3 “Materials recovery facility” means a facility that provides for the extraction from construction or
4 demolition waste of those recyclable materials that may be found in construction or demolition waste. The
5 term does not include:

- 6 (A) A facility that receives only source-separated recyclables;
- 7 (B) A facility for the recovery of used motor vehicle parts;
- 8 (C) A facility that receives, processes or stores only concrete, masonry waste, asphalt
9 pavement, brick, uncontaminated soil, or stone for the recovery of recyclables; and
- 10 (D) A facility that recovers less than twenty-five percent by weight of recyclables from
11 the solid waste received.

12 “Medical waste” means items other than a culture or stock of an infectious substance, that contain
13 an infectious substance and are generated in:

- 14 (A) The diagnosis, treatment or immunization of human beings or animals;
- 15 (B) Research pertaining to the diagnosis, treatment or immunization of human beings
16 or animals; or
- 17 (C) The production or testing of biological products.

18 The term “medical waste” does not include the following if the items as packaged do not contain any
19 material otherwise subject to the requirements of 49 CFR Part 173, App. G, as amended:

- 20 (1) Biological products;
- 21 (2) Diagnostic specimens;
- 22 (3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of the
23 regulations of the Occupational Safety and Health Administration of the United States Department of
24 Labor;
- 25 (4) A material, including waste, that previously contained an infectious
26 substance and has been treated by steam sterilization, chemical disinfection or other appropriate method, so

1 that it no longer poses the hazard of an infectious substance;

2 (5) Any waste material, including garbage, trash and sanitary waste in septic
3 tanks, derived from households, including but not limited to single and multiple residences, hotels and
4 motels;

5 (6) Corpses, remains and anatomical parts that are intended for ceremonial
6 interment or cremations; or

7 (7) Animal waste generated in animal husbandry or food production

8 "Motel" means a building or group of buildings whose main function is to provide temporary
9 lodging and which does not offer conference rooms, restaurants or similar amenities to its customers in
10 addition to sleeping quarters.

11 "Multiple dwellings" means any premises on which there are three or more separate residential
12 dwelling units which are grouped together under the management of one person and which do not require
13 separate individual curbside collection of solid waste.

14 "Non-residential customer" means any solid waste disposal service customer of a franchisee except
15 for customers at single-family residences, duplexes or mobile home parks who receive individual curbside
16 collection of solid waste and who do not share containers with other residents.

17 "Overflow" or "overflowing solid waste" means solid waste of non-residential customers that is
18 deposited on the ground outside of a solid waste container, or excess solid waste that has been piled onto a
19 solid waste container that is already full to such an extent that the excess solid waste will spill onto the
20 ground in the emptying process, requiring more than minimal manual cleanup of solid waste from the
21 ground.

22 "Place of business" means any place of business in the City, other than multiple dwellings, to
23 conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a
24 livelihood.

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

1 “Public building” means office buildings, clubs, churches, schools, hospitals or other places of
2 similar character.

3 “Putrescible” means capable of being decomposed by microorganisms with sufficient rapidity as to
4 cause nuisances from odors or gases.

5 “Recyclable materials” or “recyclables” means solid waste that can be processed and returned to
6 the economic mainstream in the form of raw materials or products, including, but not limited to:

- 7 (A) Newspaper;
- 8 (B) Corrugated cardboard;
- 9 (C) Aluminum;
- 10 (D) Yard debris (material generated from plants, including trees, bushes, sod, and grass
11 clippings on residential or business property);
- 12 (E) Office paper;
- 13 (F) Glass;
- 14 (G) Tin and steel cans;
- 15 (H) Metal;
- 16 (I) Motor oil;
- 17 (J) Plastic;
- 18 (K) Antifreeze;
- 19 (L) Wood; and
- 20 (M) Food waste.

21 “Recycling center” has the same meaning as “recycling center,” as that term is defined in the
22 Southern Nevada Health District’s Regulations Governing Recycling Centers, as amended.

23 “Refuse” means those discarded materials that have no useful physical, chemical or biological
24 properties after serving their original purpose and that cannot be reused or recycled for the same or other
25 purposes, including medical waste, but excluding mining waste, agricultural waste, source-separated
26 recyclable materials and incidental non-recyclable waste.

1 “Residential recyclables collection” means a curbside collection program operated by a solid waste
2 franchisee in which source-separated recyclables are collected from residential customers on a regularly
3 scheduled basis as a part of the franchisee’s solid waste business, whether the collection is of source-
4 separated recyclables or is part of a single-stream recycling program.

5 “Residential solid waste container” means a receptacle capable of storing solid waste, that is
6 constructed of a rigid material such as plastic or metal, that is used for the temporary storage of solid waste,
7 and that is equipped with handles and covers appropriate for the container design. The term does not
8 include trash bags.

9 “Residual solid waste” means an amount of material that:

10 (A) Has been collected at the site of generation (not including permitted recyclable
11 material);

12 (B) Remains or is left after the separation and removal of permitted, source-separated
13 recyclable materials;

14 (C) Does not exceed ten percent by weight, if scales are available at the facility, or by
15 volume, if scales are not installed at the facility, of the total amount of materials prior to separation;

16 (D) Cannot be recycled and returned to the economic mainstream; and

17 (E) Must be disposed of as solid waste pursuant to this Chapter and the applicable
18 regulations of the solid waste management authority.

19 For purposes of this definition, “facility” includes any location that holds a permit issued by the solid waste
20 management authority.

21 “Rubbish” means nonputrescible wastes, other than source-separated recyclables, that have been
22 discarded or abandoned such as paper, cardboard, automobiles, cans, wood, glass, bedding, crockery and
23 similar materials.

24 “Sewage waste” means any solid or semi-solid waste, including biosolids, sludge, screenings and
25 grit, generated from the operation of the City’s water pollution control facility.

26 “Single-family residence” means a building or dwelling designed or used for single-family

1 residential occupancy and where no business is conducted (other than a licensed home occupation
2 business), and includes a mobile home, apartment and other unit in a multiple dwelling which receives
3 individual residential collection of solid waste, bulky items and recyclables.

4 “Single-stream recycling” means a system in which multiple types of recyclable materials are
5 combined in a single container for collection by a franchisee instead of first being sorted by a residential
6 customer into separate containers before such collection.

7 “Solid waste” means all putrescible and nonputrescible materials in solid or semisolid form that
8 have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts,
9 ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or
10 industrial waste, medical waste, sewage waste, commingled recyclables and other refuse. The term “solid
11 waste” does not include any of the following:

12 (A) Hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.

13 (B) Commercial source-separated recyclables

14 “Solid waste management authority,” with regard to areas within the City of Las Vegas or within
15 Clark County, means the Southern Nevada Health District or its successor with regard to the regulation of
16 solid waste management. With regard to any other location in the State of Nevada, the term refers to the
17 state or county entity charged with the regulation of solid waste management at that location.

18 “Source-separated recyclables” means recyclables that have been separated from the solid waste
19 stream at the source for recycling purposes and that are not mixed with solid waste other than residual solid
20 waste.

21 “Unforeseen economic circumstance” means:

22 (A) A percentage change in the CPI-U for a given twelve-month period that is greater
23 than ten percent or below zero (a decrease);

24 (B) An adverse economic occurrence beyond a franchisee’s reasonable control; or

25 (C) A finding by the City Council that there have been economic occurrences during
26 that period that have caused specific additional economic costs for a franchisee which are not reflected in

1 changes to the CPI-U during that same period.

2 "Wheeled cart" means a receptacle provided to a residential customer by a franchisee (whether at
3 no charge or by means of rental) for use in the collection of solid waste and in single-stream recycling.

4 "White goods" means large household appliances (whether finished with white enamel or with
5 other colors), including without limitation refrigerators, washing machines, clothes dryers, stoves and
6 dishwashers.

7 **9.08.030:** Any person collecting, transporting, processing or disposing of solid waste, hazardous
8 waste or recyclables shall do so subject to the ordinances, rules and regulations of the City, the Southern
9 Nevada Health District, the State of Nevada and the Federal Government.

10 **9.08.040:** (A) It is unlawful for any person to:

11 (1) Throw or deposit, or cause to be thrown or deposited, in any street, alley,
12 gutter or highway within the City, any solid waste, hazardous waste or recyclables.

13 (2) Throw or deposit, or cause to be thrown or deposited, any solid waste,
14 hazardous waste or recyclables upon the private or public property or premises or into the container of
15 another person within the City, except as may be provided for in this Chapter.

16 (3) Place, deposit or accumulate, or cause to be placed, deposited or
17 accumulated, any solid waste, hazardous waste or recyclables in such a manner, or permit the same to
18 remain on his or her premises in such condition so that the same may be blown or carried over to public or
19 other private property by any means whatsoever.

20 (4) Throw or deposit or cause to be thrown or deposited any solid waste,
21 hazardous waste or recyclables in any areas of the City not designated, authorized or licensed by the City
22 for deposit of these materials.

23 (B) There is hereby created a rebuttable presumption that the disposal of solid waste,
24 hazardous waste or recyclables in violation of this Section was done by the owner of such items.

25 **9.08.050:** It is unlawful for any person, for the purpose of disposal of solid waste, hazardous waste or
26 recyclables by burning, to kindle or maintain any bonfire, or knowingly to furnish the materials for any

1 such fire, or to authorize any such fire to be kindled or maintained in any solid waste, hazardous waste or
2 recyclables container, or on any street, alley, road, land or other public grounds or upon any private
3 property, within the City, unless a written permit to do so shall first have been secured from the Department
4 of Fire and Rescue; provided, however, that solid waste and infectious waste may be burned in an
5 incinerator duly approved by the Department of Fire and Rescue and the Department of Building and
6 Safety.

7 **9.08.060:** Except in case of an emergency declared by the City Manager under Section 9.08.070, it is
8 unlawful for any person, other than the City, a franchisee or their duly appointed agents, to collect, haul,
9 convey or transport any solid waste, or provide residential recyclables collection; provided, however, that:

10 (A) Subject to Subsection (J) of this Section, construction or demolition waste that
11 results directly from the activities of construction, remodeling, repair, and demolition of utilities and
12 structures, as well as uncontaminated solid waste that results directly from the activity of land clearing may
13 be removed by any duly licensed construction, construction cleanup or demolition contractor and
14 transported to a transfer station or disposal site operated by the City or its franchisee, to a materials
15 recovery facility (construction or demolition waste), or other transfer station or disposal facility legally
16 authorized by the solid waste management authority having jurisdiction over the facility;

17 (B) Subject to Subsection (J) of this Section, a duly licensed construction company,
18 construction cleanup company, demolition contractor or materials recovery facility (construction or
19 demolition) may transport the solid waste residue from an authorized materials recovery facility
20 (construction or demolition waste), after separating out recyclable materials, to a transfer station or disposal
21 facility legally authorized by the solid waste management authority having jurisdiction over the facility;

22 (C) Any person may transport his or her own solid waste to a transfer station or
23 disposal site operated by the City or its franchisee. No person shall utilize an agent to transport his or her
24 own solid waste unless that agent is a member of that person's immediate family or that person's caregiver;

25 (D) Any person may transport his or her own source-separated recyclable materials to
26 recycling centers, drop-off centers, or buy-back centers provided that the source-separated recyclable

1 materials contain no more than ten percent residual solid waste by weight or volume;

2 (E) Subject to Subsection (J) of this Section, any duly licensed commercial recycler, in
3 the legitimate course of such recycler's business, may buy or accept free of charge from any person remove
4 for a person for a fee and/or transport for any person commercial source-separated recyclables, provided
5 that the commercial source-separated recyclables contain no more than ten percent residual solid waste by
6 weight or volume, other than residential recyclables collection;

7 (F) Subject to Subsection (J) of this Section, any duly licensed and permitted septic
8 tank or grease trap pumpers, licensed yard maintenance services and licensed tree trimmers may transport
9 those materials accumulated in or generated by the performance of licensed services to a transfer station or
10 disposal site operated in accordance with all applicable laws, rules and regulations;

11 (G) Any licensed person may haul, convey or transport recyclables from his drop-off
12 center to recycling centers or buy-back centers;

13 (H) A charitable organization qualified under the Federal Internal Revenue Code may
14 collect source-separated recyclable materials from a residential or commercial premises at the express
15 request of the owner, tenant, or occupant and may transport those recyclables to drop-off centers, recycling
16 centers, or buy-back centers;

17 (I) Sewage waste may be removed, transported and disposed of by the City or by its
18 contractor in accordance with and as specified in a franchise agreement; and

19 (J) In accordance with other provisions of this Title that may be adopted from time to
20 time, construction or demolition waste, as well as recyclables, may be collected, transported and disposed
21 of as permitted by and in accordance with those provisions.

22 **9.08.070:** (A) In the event of an interruption in the collection, transportation or disposal of solid
23 waste and recyclables by the City or its franchisees, problems affecting the public health, safety and
24 welfare may arise. These problems may include increases in pathogens, vectors, fire hazards, unsightly
25 litter, odor and traffic hazards from the accumulation of solid waste and recyclables. This Section is
26 intended to provide for the emergency collection, transportation and disposal of solid waste and recyclables

1 by private citizens in order to minimize the adverse impact on the public health, safety and general welfare
2 arising from an interruption in the collection, transportation and disposal of solid waste and recyclables.

3 (B) In the event of an interruption in the collection, transporting or disposal of solid
4 waste and recyclables by the City or its franchisees, the City Manager may declare an emergency.

5 (C) If the City Manager declares an emergency under Subsection (B) of this Section,
6 the provisions of Section 9.08.060 which relate to transporting solid waste and recyclables shall be
7 suspended and the following provisions shall apply until the date specified in the declaration of emergency
8 or in a subsequent declaration:

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

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

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

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

18 **9.08.080:** (A) It is unlawful for any person other than the owner, the City or a franchisee, or their
19 duly appointed agents, to interfere in any manner with any solid waste container or recyclables container or
20 to remove any such container from the location where placed for collection by the owner, the City or a
21 franchisee.

22 (B) It is unlawful for any person, other than the operator of a drop-off center or his or
23 her duly appointed agent, to interfere with or remove any recyclables at or from a drop-off center.

24 **9.08.090:** It is unlawful to use any cart or vehicle for the transportation or removal of solid waste or
25 recyclables unless such cart or vehicle is appropriately constructed and covered, within industry standards
26 and in accordance with NRS Chapter 484, to prevent or minimize odors from or leakage, sifting, spilling,

1 drifting or blowing of such solid waste or recyclables in or upon the streets through which such cart or
2 vehicle may be driven.

3 **9.08.100:** (A) Except as otherwise provided in this Section and in Section 9.08.105, every person
4 owning or managing any premises shall provide one or more containers sufficient for the depositing of all
5 solid waste from the premises. A solid waste franchisee may rent solid waste containers to its customers
6 pursuant to the rates specified in this Chapter, but the responsibility for placement of such rented containers
7 remains with the person owning or managing the premises.

8 (B) Until full implementation of single-stream recycling using wheeled carts, a
9 franchisee shall provide to its residential recyclables collection customers, upon request and at no
10 additional cost to such customers, three twelve-gallon crates for the storage and collection of recyclables.

11 (C) On any single-family or duplex residential premises, it is unlawful to place, keep,
12 store or locate any solid waste or recyclables container (including wheeled carts) within the right-of-way of
13 a street, sidewalk or alley, or within any front yard as defined in the zoning regulations of the City;
14 provided, however, that such containers (including wheeled carts) may be placed within such area, except
15 for traffic lanes, for the purpose of the collection of solid waste and recyclables no earlier than two p.m. on
16 the day prior to the designated collection day, and that such containers (including wheeled carts) must be
17 removed from the right-of-way no later than midnight of the collection day.

18 (D) On any multiple-dwelling, commercial or industrial premises, it is unlawful to
19 place, keep, store or locate any solid waste or recyclables container within the right-of-way of a street,
20 sidewalk or alley. Containers shall be stored within an enclosure if an enclosure was required in
21 connection with development approval or is otherwise provided on the premises. The construction of
22 container enclosures is encouraged, if such construction was not required in accordance with a development
23 approval. To the extent reasonably possible, development plans and approvals concerning the construction
24 of container enclosures shall be coordinated with the solid waste franchisee.

25 (E) A franchisee shall not be required to pick up solid waste or recyclables from any
26 location that the franchisee, subject to the City's approval, determines is not safe to access with its disposal

1 vehicles due to space limitations restricting vehicle access or maneuverability, including maneuvers
2 requiring the unsafe backing up of vehicles.

3 (F) The provisions of this Section may be enforced by the function of the City
4 assigned to code enforcement, as well as the Las Vegas Metropolitan Police Department.

5 **9.08.105:** (A) With respect to residential customers receiving twice a week curbside solid waste
6 collection service and once every other week residential recycling collection service, the containers
7 required to be provided pursuant to Subsection (A) of Section 9.08.100 must qualify as residential solid
8 waste containers, as that term is defined in this Chapter.

9 (B) With respect to residential customers receiving once a week curbside solid waste
10 collection service and once a week single-stream recycling collection service, a franchisee shall provide
11 each such customer, at no additional cost:

12 (1) One wheeled cart for solid waste and one wheeled cart for single-stream
13 recycling, with capacities of approximately thirty-five, sixty-five, and ninety-five gallons, based on then-
14 current industry standards for such containers. The initial determination of cart capacity to be provided
15 shall be at the sole discretion of the franchisee. A customer may thereafter request a cart of a different
16 capacity, and the franchisee shall comply with the request within a reasonable period of time.

17 (2) One additional wheeled cart for solid waste or one additional wheeled cart
18 for single-stream recycling, if requested by the customer and at no charge.

19 (C) A customer receiving the type of service described in Subsection (B) may rent
20 from the franchisee additional wheeled carts beyond those to be provided at no charge pursuant to
21 Subsection (B).

22 **9.08.107:** (A) Wheeled carts supplied by a franchisee pursuant to Section 9.08.105 shall remain
23 the property of the supplying franchisee.

24 (B) Subject to the provisions of Subsections (C) and (D) of this Section, the supplying
25 franchisee shall be responsible for general maintenance of wheeled carts at no cost to the customer.

26 (C) General maintenance of a wheeled cart under Subsection (B) includes repairs and

1 replacements necessitated by normal wear and tear, but does not extend to.

2 (1) Maintaining the cleanliness of the wheeled cart; or

3 (2) Repairing or replacing a wheeled cart where the repair or replacement is
4 necessitated by negligence of the customer.

5 (D) Customers are responsible for using reasonable care with respect to wheeled carts
6 and their use.

7 **9.08.110:** (A) Except as otherwise provided in this Section and Section 9.08.117, at any
8 residence that receives individual residential collection service, each solid waste container other than a
9 wheeled cart as defined in this Chapter shall have a capacity of not less than three nor more than thirty-six
10 gallons and shall weigh no more than fifty pounds, including the contents thereof. Each residence with
11 individual residential collection service shall also be permitted to use the types and sizes of containers
12 listed in Section 9.08.160, Table A.

13 (B) Except for manual type drop-box containers listed in Section 9.08.160, Table C, all
14 solid waste containers shall be constructed watertight and shall be provided with handles and tight-fitting
15 covers. Each such container and cover shall be made of a material approved for such use by the City.
16 Covers shall not be removed except when necessary to place solid waste therein. Each container and its
17 cover shall be kept clean from accumulating grease and decomposing material.

18 (C) It is unlawful for a non-residential customer to place out for collection a container
19 which has overflowing solid waste.

20 (D) Any non-residential customer who places a container out for collection with solid
21 waste overflowing from the container shall be subject to an overflow charge pursuant to Section 9.08.185.

22 **9.08.113:** A franchisee shall use its best efforts to complete implementation of single-stream
23 recycling for residential recyclables collection customers by no later than December 31, 2018. Single-
24 stream recycling customers will use wheeled carts for the storage and collection of solid waste and
25 recyclables. In connection with the implementation of single-stream recycling, the franchisee will provide
26 for:

(A) The collection of solid waste and recyclables once per week on the same collection day; and

(B) The collection of bulky items every other week.

9.08.117: Notwithstanding any other provision of this Chapter:

(A) Each residential customer who receives weekly single-stream recycling collection service shall use wheeled carts for solid waste and for recycling.

(B) For any resident that receives single-stream recycling collection service, a franchisee shall provide, every other week, a separate collection service for bulky items. On the days such service is provided, a residential customer may put such items in a container other than a wheeled cart if the container has capacity of less than thirty-six gallons and weighs no more than fifty pounds (contents included).

(C) Bulky items such as appliances that weigh more than fifty pounds shall be placed next to the wheeled carts or at curbside to be picked up by a two person crew on the bulky item collection day.

9.08.120: (A) No person other than the owner, the City or a franchisee, or their agents may:

(1) Remove any solid waste or recyclables from the solid waste containers or recyclables containers that are intended for collection by a franchisee as part of its solid waste collection and residential recyclables collection programs; or

(2) Tamper with, engage in, interfere with or participate in residential recyclables collection.

(B) No person other than an owner or operator of a drop-off center, or their authorized agents, may remove recyclables from the drop-off center or recyclables that have been bundled, boxed, tied or otherwise collected and placed adjacent to the drop-off center.

9.08.130: (A) All solid waste shall be placed in a container; provided, however, that tree trimmings, palm fronds, scrap lumber and other solid waste capable of being bundled in accordance with Subsection (B) of this Section may be bundled, securely tied and placed at curbside for collection on days

1 that the collection of bulky items is scheduled for that location pursuant to Subsection (B) of Section
2 9.08.117.

3 (B) Items bundled pursuant to this Section shall not exceed six feet in length nor weigh
4 more than fifty pounds.

5 **9.08.135:** (A) Every non-residential customer shall provide cubic-yard or 96-gallon mobile
6 containers for the solid waste generated from the customer's premises in accordance with the minimum
7 containers requirements set forth in this Section.

8 (B) For multiple dwellings with three dwelling units, the premises must have cubic-
9 yard container service of at least a one cubic-yard container serviced twice per week, irrespective of
10 occupancy or vacancy of any dwelling units.

11 (C) For multiple dwellings with four, five or six dwelling units, the premises must
12 have cubic-yard container service equivalent to at least a two cubic-yard container serviced twice per week,
13 irrespective of occupancy or vacancy of any dwelling units.

14 (D) For multiple dwellings with seven or more dwelling units, the premises must have
15 cubic-yard container service equivalent to at least the greater of the following:

16 (1) A three cubic-yard container serviced twice per week, irrespective of
17 occupancy or vacancy of any dwelling units; or

18 (2) One-fourth of a one cubic-yard container per dwelling unit per week,
19 irrespective of occupancy or vacancy of any dwelling units.

20 (E) For mobile home parks that do not have individual service at each mobile home
21 space, the premises must have cubic-yard container service equivalent to at least one-fourth of a one cubic-
22 yard container per mobile home space per week, irrespective of occupancy or vacancy of any mobile home
23 spaces.

24 (F) For motels with at least fifty percent of the total units having cooking facilities, the
25 premises must have cubic-yard container service equivalent to at least one-fifth of a one cubic-yard
26 container per unit per week, irrespective of occupancy or vacancy of any units.

(G) For motels with less than fifty percent of the total units having cooking facilities, the premises must have cubic-yard container service equivalent to at least one-tenth of a one cubic-yard container per unit per week, irrespective of occupancy or vacancy of any units.

(H) For each place of business or public building that does not require more than two 96-gallon mobile containers to contain the solid waste generated from the premises, the premises must have at least one but not more than two 96-gallon mobile containers.

(I) For each place of business or public building that requires more than two 96-gallon containers to contain the solid waste generated from the premises, the premises must have cubic-yard container service sufficient to contain such solid waste.

(J) The container requirements in this Section are intended to be only minimum requirements for non-residential customers. Compliance with such requirements does not constitute compliance with a customer's obligation to provide sufficient container capacity pursuant to Section 9.08.100 if the solid waste generated from the premises requires solid waste service that exceeds the requirements in this Section.

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

Category	Collection Level	Monthly Charge*
Single-family residence (to be phased out by 12/31/2018)	Solid waste – twice/week Recycling – every other week	\$14 34
Single-family residence (to be phased in by 12/31/2018)	Solid waste – once/week Recycling – once/week Bulky item – every other week	\$14 34
Duplex (and multiple dwellings with individual service) (to be phased out by 12/31/2018)	Solid waste – twice/week Recycling – every other week	\$14 34 per unit
Duplex (and multiple dwellings with individual service) (to be phased in by 12/31/2018)	Solid waste – once/week Recycling – once/week Bulky item – every other week	\$14 34 per unit
Single-family residence, duplex and multiple dwellings with individual service	Optional second solid waste collection per week -- after phase in	\$13.15 per residence/unit
Multiple dwellings without individual service (irrespective of occupancy or vacancy of any units)	Solid waste – 2 times/week	\$10.68 – 1st unit \$7 48 each additional unit
	Solid waste – 3 times/week	\$16 05 – 1st unit \$11 21 – each additional unit
	Solid waste – 4 times/week	\$19.57 – 1st unit \$13 68 – each additional unit

	Solid waste – 5 times/week	\$23 14 – 1st unit \$16 18 – each additional unit
	Solid waste – 6 times/week	\$26.71 – 1st unit \$18 68 – each additional unit
	Solid waste – 7 times/week	\$30 26 – 1st unit \$21 18 – each additional unit

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

(B) All charges for single-family residences, duplexes and multiple dwellings pursuant to this Section shall be billed quarterly in advance.

9.08.150: (A) For mobile home parks that do not receive individual service at each mobile home and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in accordance with the following table:

Category	Collection Level (solid waste only)	Monthly Charge*
Motels and mobile home parks (irrespective of occupancy or vacancy of any units)	2 times/week	\$10.68 – each office \$6 43 – each cooking unit \$5.14 – each unit without cooking facilities
	3 times/week	\$16.05 – each office \$9.61 – each cooking unit \$7 71 – each unit without cooking facilities
	4 times/week	\$19.57 – each office \$11.73 – each cooking unit \$9.43 – each unit without cooking facilities
	5 times/week	\$23.14 – each office \$13.89 – each cooking unit \$11.15 – each unit without cooking facilities
	6 times/week	\$26 71 – each office \$16.05 – each cooking unit \$12.85 – each unit without cooking facilities
	7 times/week	\$30.26 – each office \$18.16 – each cooking unit \$14 57 – each unit without cooking facilities

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

(B) For mobile home parks that receive individual service at each mobile home, which shall include the same heavy and bulky item pickup as that provided to single-family residences, the charges for collecting, transporting and disposing of solid waste and residential recyclables collection services shall be the same as for single-family residences as set forth in Section 9.08.140.

(C) All charges for mobile home parks and motels shall be billed quarterly in advance.

9.08.160: (A) For places of business and public buildings, the charge for collecting, transporting

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

(B) All monthly charges set forth in Tables A, B and C that are included within this Section shall be billed as follows:

- (1) Table A shall be billed quarterly in advance.
- (2) Table B shall be billed monthly in advance.
- (3) Table C shall be billed at least monthly in arrears.

**Section 9.08.160 Table A
Monthly Collection Charges*
Places of Business and Public Buildings**

Number & Type of Containers	1 Collection Per Week	2 Collections Per Week	3 Collections Per Week	4 Collections Per Week	5 Collections Per Week	6 Collections Per Week	7 Collections Per Week
96-Gallon Mobile Container							
First container	\$9 61	\$19 23	\$28.84	\$44 37	\$60 85	\$79 98	\$95 88
Each additional container	\$9 61	\$19 23	\$28 84	\$44 37	\$60.85	\$31 93	\$38 41
One Cubic-Yard Container							
First container	\$47 94	\$95 88	\$143 84	\$159 69	\$180 29	\$207 68	\$249 51
Each additional container	\$47 94	\$95 88	\$143 84	\$159 69	\$180 29	\$159 66	\$192.08
Two Cubic- Yard Container							
First container	\$96 08	\$192 08	\$288 16	\$304 24	\$329 78	\$367 36	\$441 62
Each additional container	\$96 08	\$192 08	\$288 16	\$304.24	\$329 78	\$319 31	\$384 16
Three Cubic- Yard Container							
First container	\$144 06	\$288.14	\$432 21	\$448 57	\$479 15	\$526 99	\$633 71
Each additional container	\$144.06	\$288.14	\$432 21	\$448 57	\$479.15	\$478.96	\$576.25
Four Cubic- Yard Container							
First container	\$192.08	\$384.16	\$576 26	\$592 95	\$628 55	\$686 65	\$825 76
Each additional container	\$192 08	\$384.16	\$576.26	\$592.95	\$628.55	\$638.60	\$768 37

Six Cubic-Yard Container							
First container	\$288 14	\$576 25	\$864 37	\$881 68	\$927 34	\$1,005 96	\$1,209 94
Each additional container	\$288.14	\$576 25	\$864 37	\$881.68	\$927 34	\$955.64	\$1,149 46
Eight Cubic-Yard Container							
First container	\$384 16	\$768 36	\$1,152 50	\$1,170 40	\$1,226 11	\$1,325 27	\$1,594 09
Each additional container	\$384 16	\$768.36	\$1,152 50	\$1,170 40	\$1,226 11	\$1,285 51	\$1,546 27

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

Section 9.08.160 Table B
Solid Waste Compactor Charges*
Monthly Charges

Compactor Size	1 collection per week	2 collections per week	3 collections per week	4 collections per week	5 collections per week	6 collections per week	7 collections per week
10 cubic-yard container	\$2,131 15	\$2,849 01	\$3,903 35	\$4,239 61	\$4,575 88	\$4,912.15	\$7,179 56
17 cubic-yard container	\$2,636 72	\$3,480.69	\$4,905 92	\$5,390 23	\$5,874 51	\$6,358 83	\$8,466.27
26 cubic-yard container	\$2,955 05	\$4,117 34	\$5,860 86	\$6,345.17	\$6,829 46	\$7,313.77	\$9,580 49
36 cubic-yard container	\$3,486 96	\$4,649 34	\$6,392.68	\$6,944 99	\$7,497 28	\$8,049 68	\$10,316.45
Compactor Size	8 collections per week	9 collections per week	10 collections per week	11 collections per week	12 collections per week	13 collections per week	14 collections per week
10 cubic-yard container	\$9,310.72	\$10,028 59	\$11,082 94	\$11,419 19	\$11,755 43	\$12,091 71	\$14,359 14
17 cubic-yard container	\$11,102 94	\$11,947 67	\$13,372 17	\$13,856 47	\$14,340 78	\$14,825 10	\$16,932 51
26 cubic-yard container	\$12,535 51	\$13,697 87	\$15,441 38	\$15,925 68	\$16,410 00	\$16,894 27	\$19,161 01
36 cubic-yard container	\$13,803 42	\$14,965 82	\$16,709 15	\$17,261.44	\$17,813 76	\$18,366.15	\$20,632 89

On-Call Rates Per Pick-up (with regular service)	Regular	Sunday/Holiday
Special pick-up (0-49 cubic yards)	\$523.08	\$784 61
Special pick-up (50-74 cubic yards)	\$1,005.87	\$1,508.82
Special pick-up (75 cubic yards and above)	\$1,640.70	\$2,461 05
On-Call Rates Per Pick-up (without regular service)		
Special pick-up (0-49 cubic yards)	\$816 51	\$1,224 77

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

Section 9.08.160 Table C
Solid Waste Manual-Type Drop Box Collection Charges*

On-Call Charges (with or without regular service)	Regular	Sunday / Holiday
10 cubic-yard container	\$100.70	\$151.10
20 cubic-yard container	\$201.40	\$302.20
28 cubic-yard container	\$281.96	\$423.08
35 cubic-yard container	\$352.45	\$528.85
50 cubic-yard container	\$503.50	\$755.50

All on-call charges are subject to additional charges of \$22.50 daily rent per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Monthly Charges

All other charges shall be calculated as follows:

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

“Base Charge” for Monday - Saturday collections = \$10.07 per cubic yard.

“Base Charge” for Sunday collections = \$15.11 per cubic yard.

“Daily Rent Charges” = \$22.50 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

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

Section 9.08.160 Table D
Commercial Container-Related Charges*

Service	Charge
Commercial Container Delivery	\$65.10 per container
Commercial Container Removal	\$65.10 per container
Commercial Container Exchange	\$100.15 per exchange

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

Section 9.08.160 Table E
Miscellaneous Fees/Charges

Fee/Charge Description	Fee/Charge
Return Check Fee	\$25.00
Duplicate Lien Release Fee (title companies only)	\$39.00
Service Interrupt Fee	\$35.00
Cart Recovery Fee (replacing customer-damaged cart)	\$92 10*
Commercial Cart—Extra Pickup	\$36 10*
Industrial Service Attempt Charge	\$107.42*
Industrial Container Relocation Charge	\$107.42*

*Subject to applicable CPI-U adjustments made pursuant to this Chapter

9.08.170: The charges for container rentals for any premises, which shall be billed quarterly in advance, shall be as follows.

Container size	Monthly Charge*
1 Cubic-Yard Container	\$18.46
2 Cubic-Yard Container	\$22.16
3 Cubic-Yard Container	\$25 87
4 Cubic-Yard Container	\$28.84
6 Cubic-Yard Container	\$36.93
8 Cubic-Yard Container	\$40.62
Up to 96-gallon Mobile Container	\$4 45

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

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

Container Size/Collection Activity	One-Time Charge*
1 Cubic-Yard Container	\$36.10
2 Cubic-Yard Container	\$48.13
3 Cubic-Yard Container	\$60.15
4 Cubic-Yard Container	\$72.16
6 Cubic-Yard Container	\$84.20
8 Cubic-Yard Container	\$96.24
Assorted Trash Pickup	\$163.71

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

9.08.185: (A) Any non-residential customer whose solid waste container or containers have overflowing solid waste prior to being emptied on a collection day shall be subject to an overflow charge as provided in this Section.

(B) No overflow charges may be assessed unless:

1 (1) Written notice of an overflow, delivered by regular U. S. mail, e-mail or
2 facsimile (fax) or personal delivery, has been provided to the owner or manager of the premises, and a
3 subsequent overflow occurs at the premises within ninety days after:

4 (a) Such notice has been given; or

5 (b) The last overflow charge has been assessed at the premises; and

6 (2) There is significant overflow from a container, as defined in this Chapter
7 and as evidenced by a photograph; and

8 (3) The overflow has actually been collected by the City or its franchisee.

9 (C) No overflow charge may be assessed for an overflow that is caused by a prior
10 collection being missed or being performed improperly, or by containers being repositioned by a franchisee
11 after collection such that a container is inaccessible to tenants of the premises, resulting in overuse of and
12 overflow occurring in another container.

13 (D) No overflow charge may be assessed for an overflow that is caused because the
14 time of day of collection was more than four hours later than the time of day when the last regularly
15 scheduled collection occurred.

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

22 (F) The charge for any overflow for any non-residential customer, which may be billed
23 at the time of service as an on-call service, shall be thirty-six dollars and forty cents, subject to applicable
24 CPI-U adjustments made pursuant to this Chapter.

25 **9.08.190:** The charges for preparation, collection, transportation and disposal of medical waste shall
26 be determined in accordance with Table A that is included within this Section. All charges for medical

waste service, except for on-call service which may be billed at the time of service, shall be billed monthly in advance.

Section 9.08.190 Table A
Medical Waste Collection Charges*
Basic Service Charges

Item	Size and Volume	Price Per Item		Bio-Hazard Minimum Charge Per Service Call	
		Delivered	Picked Up	Prescheduled Once a Month or Greater Frequency	On-Call Pickup
Bio-Hazardous Accumulation Containers	Medium 10-14 Gal	\$5.79	\$5.79	\$33.08	\$74 45
	Large 27-32 Gal	\$8.27	\$8 27	If the amount pertaining to the total number of bio-hazard containers delivered and picked up is less than the above amount, the above amount will be invoiced. If the per-item amount is greater than the above amount, the per-item amount will be invoiced	If the amount pertaining to the total number of bio-hazard containers delivered and picked up is less than the above amount, the above amount will be invoiced. If the per-item amount is greater than the above amount, the per-item amount will be invoiced
	X-Large 48-50 Gal	\$12.41	\$12.41		
	200 Gallon Cart with Wheels	\$49.66 per month	49.66 per month		

Basic service provided Monday thru Friday. The franchisee must be advised before 2:00 pm the day before pickup of any CANCELLATION, OFFICE CLOSURE, or that NO BIOWASTE PICKUP IS NEEDED, or the minimum service charge will be invoiced

Additional Waste Disposal Services

The following additional waste disposal charges apply to prescheduled once/month or greater frequency medical waste customers where pickups occur on their scheduled pickup day. Otherwise, the special pickups/services charge will be applied in addition to the disposal charge.

Type	Size Code	Container	Chemotherapy Waste Disposal Charge
Chemo Waste Disposal	Large	33 Gallon	\$40 85
	Extra Large	55 Gallon	\$72 46
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$52.70
	Small	10 Gallon	\$95.52
	Medium	20 Gallon	\$191.02
	Large	30 Gallon	\$286.55
	Extra Large	55 Gallon	\$477 57
Item		Special Collection and Service Charge	
Special pickups/services (see below)		\$79.05 per hour	
Preparation of waste to make suitable for transportation		\$32.95 per container	
Collection delay of \$1 33 per minute after 10 minutes		\$13 19 minimum	

Overweight charge (over 50 lbs)	\$52.70 per container
Special pickups/services – After 5 00 pm, same day requests, holidays, weekends, outside Las Vegas or greater than 20 polys per pickup, or account balancing/reconciliation/usage reports/certificates	
Note Special pickups/services charge of \$79.05 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested	

Purchase or Rental Items

Item	Size	Volume	Dimension	Price
Sharp Containers	Small	1 Quart	4" x 4" x 6"	\$6.59 plus tax
	Medium	5 Quart	4" x 10" x 9"	\$10.55 plus tax
	Large	8 Quart	6" x 9" x 10"	\$13 19 plus tax
	Extra Large	32 Quart	9" x 13" x 17"	\$26.35 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32"	\$92 22 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48"	\$15.80 plus tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$79.05 per month
	Large	30 Cubic yards	20' x 8' x 8'	\$184.45 per month
Roll-Off Box Rental		40 Cubic yards		\$434.77 per month
Trailer Rental		30 feet long or less		\$630.51 per month
		31-48 feet long		\$840.68 per month
		49-53 feet long		\$945.77 per month

* Subject to applicable CPI adjustments made pursuant to this Chapter

9.08.200: Except as otherwise provided for in Subsection (A) of Section 9.08.205, the charge for sewage-waste service shall be twenty-one dollars and forty-five cents per wet ton of sewage waste, or twenty dollars and thirty-one cents per wet ton when City equipment is used to store waste prior to franchisee transporting, in each case subject to applicable CPI-U adjustments made pursuant to this Chapter. Additional terms and conditions for collection, transportation and disposal of sewage waste shall be specified in a franchise agreement between the City and its franchisee. If any jurisdiction other than the City imposes any franchise fee on a franchisee based upon its cash receipts or gross revenues from sewage-waste services provided by the franchisee, the franchisee shall be solely responsible for such franchise fees and shall not pass such franchise fees through to the City.

9.08.205: (A) The charges specified in this Chapter for collecting, transporting and disposing of solid waste shall not apply to construction or demolition waste, septic-tank waste, sewage waste that is excluded from collection by a franchisee pursuant to a franchise agreement, grease-trap waste, or landscaping or tree-trimming waste handled in accordance with Section 9.08.060. A franchisee or other

1 licensed service provider may set its own charges for the collection, transportation and disposal of such
2 solid waste.

3 (B) A franchisee, in its sole discretion, may establish fees with respect to goods,
4 services or other functions provided by the franchisee that are not governed by this Chapter, including fees
5 or charges for the purchase or rental of items that are offered as an option to customers but which could be
6 obtained from some other source. The franchisee shall submit to the City Manager for review, on an
7 annual basis, a list of such optional goods or services that are not governed by this Chapter, along with the
8 rates to be charged for those goods or services.

9 **9.08.210:** (A) To ensure the uniform, safe and sanitary treatment of solid waste in the City and to
10 discourage the illegal handling and disposal of solid waste, it shall be mandatory for any person owning,
11 occupying or managing any premises in the City which are connected to an electric utility service to
12 subscribe to solid waste collection service provided by the City or its authorized franchisee and to pay the
13 charges specified in this Chapter. No person may discontinue paying for solid waste collection service for
14 his or her premises, unless such premises are not connected to an electric utility service for the entire billing
15 period.

16 (B) In order to discontinue paying for solid waste collection service pursuant to
17 Subsection (A) of this Section, a person must request discontinuation of service and provide proof that no
18 electric utility service to the premises is provided. No fee may be charged to discontinue service or to
19 reestablish service to the premises after service has been discontinued pursuant to this Subsection.

20 (C) All charges for regular or periodic services provided by the City, its franchisees, or
21 their duly appointed agents pursuant to this Chapter shall be billed on the first business day of the quarterly
22 or monthly billing period, as applicable, and shall be due and payable on the last day of the billing month;
23 provided, however, that charges for on-call service may be billed at the time of service. All charges for
24 services under this Chapter, including the penalties for delinquent payment and any reasonable collection
25 costs and legal fees incurred by a franchisee in seeking to recover unpaid charges for services and penalties,
26 shall constitute a debt and obligation of the legal owner of the premises to the City or its franchisee, and

1 such person shall be liable therefor in a civil action commenced by the City or its franchisee in any court of
2 competent jurisdiction for the recovery of such charges and penalties.

3 (D) If any person fails to pay the charges authorized by this Chapter by the date they
4 become due and payable, a penalty shall be added thereto. For residential accounts, the penalty amount
5 shall be three dollars and sixty-four cents per quarter (or fraction thereof), which amount will be increased
6 annually by the CPI-U. For commercial accounts, the penalty amount shall be two percent per month (or
7 fraction thereof) of the delinquent amount. If a franchisee incurs collection costs in attempting to recover
8 unpaid charges and any penalties, the franchisee may recover from the legal owner of the premises the
9 reasonable collection costs and legal fees incurred and may report the legal owner to a collection agency, as
10 defined in NRS Chapter 649, to assist the franchisee in the collection of unpaid charges, penalties and
11 collection costs.

12 (E) A customer shall be entitled to a refund of any advance payment for service he or
13 she has made upon presenting proof that a connection to an electric utility service did not exist at the
14 customer's premises during the entire billing period for which the advance payment was made. All refunds
15 from a franchisee to a customer shall be paid within thirty days from the date of the customer's request for
16 reimbursement or date of franchisee's knowledge that a refund is owed.

17 (F) No person shall accept and no franchisee shall offer or give any solid waste
18 collection, transportation and disposal services or residential recyclables collection services without charge,
19 or shall offer or give a discount, refund or rebate of any charge authorized by this Chapter, except that this
20 provision does not apply to any credits or refunds issued pursuant to Section 9.08.340, charitable
21 organizations which are exempt from federal income tax pursuant to Section 501(c) of the Internal Revenue
22 Code or as further provided by franchise agreement.

23 **9.08.220:** (A) In addition to all other charges established by this Chapter, a franchisee may pass
24 through to its customers such charges as are necessary for the franchisee to recoup any or all of the
25 following that have been imposed upon and paid by the franchisee:

26 (1) State business license taxes;

1 (2) Other taxes on a franchisee's provision of the services authorized by the
2 franchise agreement that may be imposed by the Nevada Legislature, by a local government with taxing
3 authority, or by ballot initiative, excluding income taxes;

4 (3) Augmented City franchise fees described in Subsection (C) of Section
5 9.08.250; or

6 (4) Any environmental surcharges imposed by the City.

7 (B) Such pass through charges shall not be subject to baseline or augmented quarterly
8 franchise fees and will be passed through to each customer as a separate line item on the franchisee's
9 billing to each customer.

10 (C) A franchisee shall provide to the City, on or before March 1 each year and in a
11 form satisfactory to the City, a detailed report for the preceding calendar year containing the following
12 information concerning the items listed in Subsection (A):

13 (1) The various amounts paid during the prior calendar year;

14 (2) How such amounts were calculated;

15 (3) The number of customers in the City served by the franchisee during the
16 prior calendar year;

17 (4) The total pass-through charges collected from customers during the prior
18 calendar year; and

19 (5) The method that the franchisee will use to pass through such amounts to its
20 customers for the current year, including any adjustments to the pass-through charges necessary to correct
21 for any excess or under charges during the prior calendar year.

22 **9.08.230:** (A) All solid waste collection charges authorized and established by this Chapter,
23 including any penalties assessed under Section 9.08.210 and any fees assessed pursuant to Section
24 9.08.235, shall constitute a lien upon the real property of the premises served until such charges have been
25 paid. Such lien shall be enforced in the manner specified in NRS 444.520.

26 (B) Where solid waste collection service under this Chapter is provided by a

franchisee, the City may:

- (1) Execute, record and administer such liens in the name of the City;
- (2) Authorize the franchisee to execute, record and administer such liens in the name of the City; or
- (3) Authorize the franchisee to execute, record and administer such liens in its own name.

(C) In each case described in Subsection (B), the charges, penalties and fees secured by such liens shall run in favor of the franchisee consistent with the terms of the franchise agreement.

9.08.235: (A) With respect to a property concerning which a lien has been filed pursuant to Section 9.08.230, a franchisee may:

- (1) Pass through to the owner of that property any fees that have been charged by the county recorder's office for the recording of that lien and for its release;
- (2) Charge the owner of that property a fee to recover administrative costs incurred by the franchisee in recording and maintaining such lien;
- (3) Charge the owner of that property a fee to recover administrative costs incurred by the franchisee in securing the release of such lien; and
- (4) Charge the owner of that property reasonable collection costs incurred by the franchisee in attempting to collect delinquent amounts prior to the recording of the lien.

(B) Subject to the provisions of Subsection (D), each of the fees set forth in Paragraphs (2) and (3) of Subsection (A) shall not exceed sixty-five dollars and twenty-two cents, which shall be increased in accordance with Section 9.08.240.

(C) If a franchisee charges collection costs pursuant to Paragraph (4) of Subsection (A):

- (1) The franchisee may not recover those costs again pursuant to Section 9.08.210(D); and
- (2) The amount chargeable under Paragraph (4) shall not exceed twenty-five

1 dollars, which shall be increased in accordance with Section 9.08.240.

2 (D) Commencing on July 1, 2017, each of the fees set forth in Paragraphs (2) and (3)
3 of Subsection (A) shall be adjusted in accordance with Section 9.08.240.

4 **9.08.240:** (A) The charges established pursuant to this Chapter shall be increased annually based
5 on the CPI-U. The increase in charges shall be made effective on July 1 of each year. The increase shall
6 be based upon the five year average change in the CPI-U or the prior year's CPI-U, whichever is greater.
7 By way of example for the five year average calculation: Use CPI-U data from the 2010 to 2015 period.
8 Take the CPI-U Annual Index for 2015 of 237.017 and subtract the CPI-U Annual Index from 2010 of
9 218.056 resulting in a CPI-U Index change of 18.961. The CPI-U Index change of 18.961 is then divided
10 by the CPI-U Annual Index for 2010 of 218.056. This results in the percentage change in the CPI-U Index
11 of 8.695% over the five (5) year period. This percentage change of 8.695% is then divided by five (5) to
12 arrive at the average annual increase in the CPI-U Annual Index of 1.74%. The same calculation is also
13 used for the prior year analysis. By way of example, use the prior year of 2014 to 2015. Take the prior
14 year CPI-U Annual Index for 2015 of 237.017 and then subtract the CPI-U Annual Index from the year
15 before (2014) of 236.736 which results in an index change of 0.281. The index change of 0.281 is then
16 divided by the CPI-U Annual index for the previous year (2014) of 236.736 which results in a percentage
17 change of 0.12%. The results of the two calculations are compared and the higher of the two percentage
18 increases applies to the rate adjustment. In this example, the rate would be increased by 1.74%.

19 (B) If an unforeseen economic circumstance has occurred during the preceding
20 calendar year, a franchisee may request a special rate increase based upon the facts of the unforeseen
21 economic circumstance. The franchisee will be required to submit facts and details to substantiate the
22 unforeseen economic circumstance. The City Council will have discretion for the approval of any rate
23 increase due to unforeseen economic circumstance.

24 **9.08.245:** (A) To provide for the remedial action or removal or related activities at a solid waste
25 disposal site, for environmentally sound solid waste collection and disposal, and such other environmental
26 programs and activities as may benefit the public health, safety and welfare, the City Council may impose a

1 surcharge to be added to all billings for solid waste collection services rendered within the City. A
2 surcharge imposed under this Section shall be subject to the requirements of this Section.

3 (B) The surcharge shall be:

4 (1) Determined as a percentage of the gross receipts derived by a franchisee
5 from the collection of all solid waste and residential recyclables collection services within the City, for the
6 first twelve-month period the surcharge is in effect;

7 (2) Increased by no more than one percent of the gross receipts derived by a
8 franchisee from the collection of all solid waste and residential recyclables collection services within the
9 City, during any subsequent twelve-month period;

10 (3) Increased up to a total cumulative amount of no more than five percent of
11 the gross receipts derived by a franchisee from the collection of all solid waste and residential recyclables
12 collection services within the City.

13 (C) The surcharge shall be collected by a franchisee, and the franchisee shall remit
14 such proceeds to the City as provided in this Section. The City may enter into an interlocal agreement with
15 any other local government unit to provide for the imposition and collection of the surcharge consistent
16 with the requirements of this Section.

17 (D) A franchisee shall remit the proceeds of the surcharge to the City according to
18 procedures adopted by the City Manager. However, the franchisee shall not be responsible for covering any
19 shortage caused by failure of a customer to pay surcharges for solid waste collection. Surcharges collected
20 by the franchisee on City's behalf shall pass through directly to City and shall not be considered cash
21 receipts as set forth in this Chapter and no franchise fees will be paid to the City from the proceeds of the
22 surcharge.

23 (E) The City may require a franchisee to submit reports or other documentation
24 necessary to establish compliance with the requirements of this Section or the procedures adopted by the
25 City Manager hereunder. The franchisee shall provide such records available to the City for such auditing
26 purposes within twenty business days of a request by the City for production of the same, unless the City

1 agrees to additional time.

2 (F) The proceeds of the surcharge may be placed into a dedicated environmental fund
3 established by the City and may be used to pay for remedial action costs, and the costs of programs which
4 promote environmental programs and activities.

5 (G) The amount of the surcharge may be adjusted by the City Council from time to
6 time as necessary to maintain the fund at the level necessary to accommodate the City's remedial action
7 and environmental responsibilities, but shall not exceed the maximum amount set forth Subsection (B)(3)
8 of this Section.

9 **9.08.250:** (A) Every franchisee shall pay a baseline quarterly franchise fee, in the amount
10 specified in the franchise agreement or as adjusted pursuant to the franchise agreement, based on its cash
11 receipts derived from the collection of solid waste and residential recyclables collection for the preceding
12 calendar quarter. A franchisee shall also pay any franchise fee that has been augmented pursuant to
13 Subsection (C) of this Section on the same basis. All baseline and augmented franchise fees shall be due
14 no later than forty-five days after the end of each calendar quarter. If a franchise fee is received by the City
15 after the due date, a late fee of two percent per month (or fraction thereof) of the delinquent amount will be
16 assessed to the franchisee.

17 (B) Except with respect to augmented quarterly franchise fees described in Subsection
18 (C) of this Section:

19 (1) All charges to customers for the collection of solid waste and residential
20 recyclables pursuant to this Chapter and a franchise agreement shall be deemed to include the franchise fee
21 which the franchisee pays to the City.

22 (2) The franchisee may pass such baseline franchise fees through to its
23 customers only as part of the general service charges charged to its customers and not as a separate charge
24 that is additional to the general service charges.

25 (C) As provided for in a franchise agreement, an augmented quarterly franchise fee
26 may be charged by the City over and above the baseline quarterly franchise fee. The augmented quarterly

1 franchise fee, if any, is subject to the provisions of Subsections (A) and (B) of Section 9.08.220 regarding
2 the pass through and separate listing of charges.

3 (D) A franchisee shall remit the baseline and, if applicable, augmented franchise fees
4 to the City. The franchisee shall not be responsible for covering any shortage caused by failure of a
5 customer to pay franchise fees for solid waste collection. Franchise fees collected by the franchisee shall
6 pass through directly to City and shall not be considered cash receipts as set forth in this Chapter and no
7 franchise fees will be paid to the City on top of the franchise fees paid by customers.

8 **9.08.260:** All solid waste and hazardous waste collected from the public and private places and
9 premises in the City shall not be deposited at any place other than at a transfer station, disposal site or
10 materials recovery facility operated in accordance with all applicable laws, rules and regulations.

11 **9.08.270:** Any person may dispose of solid waste at any authorized solid waste disposal site subject
12 to the rules, rates and fees established for such site; provided, however, that:

13 (A) Any City resident of a single-family, duplex or mobile home premises (that has
14 individual collection service) and who is a current customer of a franchisee may dispose of the solid waste
15 generated at his or her own single-family, duplex or mobile home premises dwelling at any authorized
16 disposal site within the "urban solid waste service area" in Clark County that is owned or operated by the
17 franchisee or the City without charge, upon presentation of a current quarterly bill for residential solid
18 waste service from the franchisee and either 1) valid government-issued photo identification, such as a
19 current Nevada driver's license with a matching address on the bill, or 2) valid government-issued photo
20 identification, along with a recent utility bill with a service address that matches the solid waste service bill
21 address, and in accordance with such other rules and regulations as the City Council may from time to time
22 adopt. The solid waste presented for disposal without charge must have been generated by the residential
23 customer on his or her own primary residential property, and not generated as a result of any commercial
24 provider permitted to convey his own solid waste under Section 9.08.060. Commercial providers permitted
25 to convey their own solid waste under Section 9.08.060 may not dispose of waste without charge under any
26 circumstance, including, but not limited to:

1 (1) Having a residential customer accompany the commercial provider to the
2 site.

3 (2) Having a residential customer act as an agent for a commercial provider
4 for purposes of disposal without charge.

5 (3) Having a person or commercial entity act on behalf of a residential
6 customer.

7 (B) Disposal of solid waste at disposal sites operated by a franchisee in rural solid
8 waste service areas is subject to such conditions, charges and fees as may be established by the franchisee.

9 **9.08.280:** The City, in addition to the remedies and penalties above named, may seek injunctive relief
10 against any violator of this Chapter, with or without prior notice, to prevent or correct any solid waste,
11 hazardous waste or recyclable materials problem.

12 **9.08.290:** Nothing in this Chapter shall limit the right of any person to donate or sell his or her
13 source-separated recyclable materials.

14 **9.08.295:** Notwithstanding any provision in this Chapter to the contrary, the City Manager, a
15 franchisee and specific property owners in designated control areas may agree upon alternative collection
16 processes and schedules for specified test periods for the purpose of testing solid waste collection and
17 recycling options.

18 **9.08.300:** Nothing in this Chapter shall limit the right of the City to collect, transport, process or
19 dispose of any solid waste, hazardous waste or recyclable material including the operation of transfer
20 stations and recycling centers.

21 **9.08.310:** Solid waste and hazardous waste, as defined in Section 9.08.020 and for the purpose of this
22 Chapter, are a nuisance per se.

23 **9.08.320:** (A) Except as otherwise provided in this Section, a solid waste franchisee is not
24 authorized to withhold solid waste collection services for nonpayment of collection charges.

1 (B) Before April 1, 2017, a franchisee may withhold solid waste collection services
2 from a commercial or industrial customer for nonpayment of collection charges, but only if the customer is
3 more than sixty days delinquent in the payment of collection charges.

4 (C) Commencing on April 1, 2017, a franchisee may withhold solid waste collection
5 services from a commercial or industrial customer for nonpayment of collection charges, but only if.

6 (1) The customer is more than sixty days delinquent in the payment of
7 collection charges;

8 (2) The franchisee first notifies the customer (and the property owner, if
9 different from the customer) in writing of its intent to withhold solid waste collection services and provides
10 a minimum of fifteen days within which to pay the delinquent charges or arrange payment therefor
11 satisfactory to the franchisee; and

12 (3) The response period provided under Paragraph (2) has passed and the
13 delinquent charges have not been paid or payment arrangements made satisfactory to the franchisee.

14 (D) In any particular case in which withholding service from a commercial or
15 industrial customer creates a public nuisance, as determined by the City Manager or a designee, the City
16 may require a franchisee to reinstate solid waste collection service for that customer within twenty-four
17 hours even if the customer's account remains in delinquent status. Action taken under this Subsection (D)
18 does not preclude the franchisee from recording a lien pursuant to Section 9.08.230 or pursuing any other
19 collection remedy available under this Chapter.

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

SECTION 5: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

APPROVED:

By 
CAROLYN G. GOODMAN, Mayor


 LUANN D. HOLMES, MMC
 City Clerk

Val Steed 4-5-17
Val Steed, Date
Deputy City Attorney

1 The above and foregoing ordinance was first proposed and read by title to the City Council
2 on the 15th day of February, 2017, and referred to a committee for recommendation;
3 thereafter the said committee reported favorably on said ordinance on the 5th day of April,
4 2017, which was a regular meeting of said Council; that at said regular meeting, the
5 proposed ordinance was read by title to the City Council as amended and adopted by the
6 following vote:

7 VOTING "AYE": Mayor Goodman
8 Councilmembers Ross, Tarkanian, Barlow, Anthony, Coffin and
Beers

9 VOTING "NAY". None

10 EXCUSED: None

11 ABSTAINED. None

12 DID NOT VOTE: None

13 APPROVED:

14 
15 CAROLYN G. GOODMAN, Mayor

16 ATTEST:

17 
18 LUANN D. HOLMES, MMC City Clerk
19
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25
26

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS

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CITY CLERK

2017 MAR 29 A 11: 32

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

Account # 22515
Ad Number 0000901666

Eileen Gallagher, being 1st duly sworn, deposes and says That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 03/24/2017 to 03/24/2017, on the following days

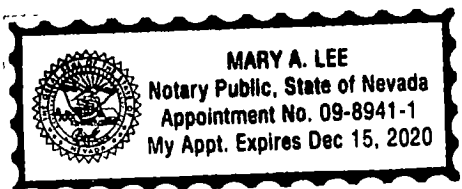
03 / 24 / 17

BILL NO. 2017-3
AN ORDINANCE TO REPEAL AND
REPLACE LVMC CHAPTER 9.08,
RELATING TO THE COLLECTION
AND MANAGEMENT OF SOLID
WASTE AND RECYCLABLE
MATERIALS, AND TO PROVIDE
FOR OTHER RELATED MATTERS.
Sponsored by: Councilman
Steven D. Ross
Summary: Repeals and
replaces LVMC Chapter 9.08,
relating to the collection and
management of solid waste
and recyclable materials.
At the City Council meeting of
February 15, 2017
BILL NO. 2017-3 WAS READ BY
TITLE AND REFERRED TO A
RECOMMENDING COMMITTEE
COPIES OF THE COMPLETE
ORDINANCE ARE AVAILABLE FOR
PUBLIC INFORMATION IN THE
OFFICE OF THE CITY CLERK, 2ND
FLOOR, 495 SOUTH MAIN
STREET, LAS VEGAS, NEVADA
PUB: March 24, 2017
LV Review-Journal

ISI *Eileen Gallagher*
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 24th day of March, 2017

Notary *Mary A. Lee*



AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS

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2017 APR 13 A 11:18

LV CITY CLERK
495 S MAIN ST
LAS VEGAS NV 89101

Account # 22515
Ad Number 0000904793

Leslie McCormick, being 1st duly sworn, deposes and says That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 04/08/2017 to 04/08/2017, on the following days

04 / 08 / 17

**FIRST AMENDMENT
BILL NO. 2017-3
ORDINANCE NO. 6572**

AN ORDINANCE TO REPEAL AND REPLACE LVMC CHAPTER 9.08, RELATING TO THE COLLECTION AND MANAGEMENT OF SOLID WASTE AND RECYCLABLE MATERIALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman
Steven D. Ross

Summary: Repeals and replaces LVMC Chapter 9.08, relating to the collection and management of solid waste and recyclable materials.

The above and foregoing ordinance was first proposed and read by title to the City Council on the 15th day of February, 2017, and was heard by the Council as a whole, without referral to a committee for recommendation, at a meeting on the 5th day of April, 2017, which was a regular meeting of said City Council; and that at said regular meeting the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": Mayor Goodman and Councilmembers Ross, Tarkanian, Barlow, Anthony, Coffin, and Beers
VOTING "NAY": NONE
EXCUSED: NONE

COPIES OF THE COMPLETE ORDINANCE ARE AVAILABLE FOR PUBLIC INFORMATION IN THE OFFICE OF THE CITY CLERK, 2ND FLOOR, 495 SOUTH MAIN STREET, LAS VEGAS, NEVADA
PUB: April 8, 2017
LV Review-Journal


LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 10th day of April, 2017

Notary 