

**BILL NO. 2023-27**

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC CHAPTER 9.08, RELATING TO THE COLLECTION OF SOLID WASTE, TO CHANGE THE APPLICABLE CONSUMER PRICE INDEX (CPI) FROM A STANDARD ALL URBAN CONSUMERS FOR ALL ITEMS INDEX TO THE HISTORIC CONSUMER PRICE INDEX FOR WATER AND SEWER AND TRASH COLLECTION SERVICES; TO CHANGE THE MEANS OF DETERMINING RATE ADJUSTMENTS; TO UPDATE THE RATE TABLES TO REFLECT CURRENT CPI-ADJUSTED RATES RELATED TO WASTE COLLECTION; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Gary Ameling, Chief Financial Officer

Summary: Amends various provisions of LVMC Chapter 9.08, relating to the collection of solid waste, to change the applicable Consumer Price Index (CPI) from a standard All Urban Consumers for All Items Index to the Historic Consumer Price Index for Water and Sewer and Trash Collection Services, to change the means of determining rate adjustments, and to update the rate tables to reflect current CPI-adjusted rates related to waste collection.

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

SECTION 1: Title 9, Chapter 8, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**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, carpeting and mattresses, and that can be handled by a two-person crew.

“Cash receipts” means all receipts derived from the collection of solid waste and residential recyclables collection services and includes, by way of illustration and not limitation, all cash, credits, property or other consideration of any kind derived directly or indirectly by a franchisee (or any of its authorized agents or affiliates) for the collection, transportation and disposal of solid waste, including all revenue received from residential service (including any charges attributable to residential recyclables

1 collection services); commercial and industrial service; medical-waste service; sewage-waste service; special  
2 collection-related services provided pursuant to a franchise agreement and this Chapter; container rentals,  
3 including delivery, removal and exchange fees; packaging; shipping; late fees; and lien fees, but excluding  
4 revenues from:

5 (A) The sale of recyclables.

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

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

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

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

19 "Commingled recyclables" means recyclables that have been abandoned or discarded and that are  
20 mixed with solid waste other than residual solid waste.

21 "Compacted solid waste" means solid waste reduced by mechanical equipment, in volume but not  
22 weight, by a minimum ratio of three to one.

23 "Construction or demolition waste" means non-hazardous solid waste resulting from the  
24 construction, remodeling, repair, and demolition of utilities and structures, as well as uncontaminated solid  
25 waste resulting from land clearing. Such waste includes, but is not limited to, wood (including painted,  
26 treated, and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing

1 fixtures, non-asbestos insulation, roofing shingles and other roofing coverings, glass, plastics that are not  
2 sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more  
3 than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous  
4 liquids, pipe and metals, corrugated container board, carpeting, furniture, and tires, and materials that are  
5 incidental to any of the above. Solid waste that is not “construction or demolition waste” (even if resulting  
6 from the construction, remodeling, repair, and demolition of utilities, structures, and roads and land clearing)  
7 includes, but is not limited to, asbestos waste, garbage, electrical fixtures containing hazardous liquids such  
8 as fluorescent light ballasts or transformers, fluorescent light bulbs or tubes, appliances, drums, containers  
9 greater than ten gallons in size, any containers having more than one inch of residue remaining on the bottom,  
10 or fuel tanks.

11       [“CPI-U” means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average  
12 Series ID:CUUR0000SA0, as published by the Bureau of Labor Statistics, U.S. Department of Labor.] “CPI”  
13 means the Historic Consumer Price Index for water and sewer and trash collection services, U.S. city  
14 average, all urban consumers, not seasonally adjusted (Current Series ID: CUUR0000SEHG), as published  
15 by the U.S. Department of Labor, Bureau of Labor Statistics.

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

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

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

22       “Duplex” means a building or dwelling containing residential dwelling units for two separate families  
23 or occupants, each receiving individual solid waste curbside collection.

24       “Franchise agreement” means an agreement between the City and a third party by which such third  
25 party is authorized to collect, transport and dispose of solid waste and perform residential recyclables  
26 collection services in the City.

1           “Franchise fee” means the fee required by a franchise agreement based upon a percentage of a  
2 franchisee’s cash receipts derived from the collection, transportation and disposal of solid waste and  
3 residential recyclables collection services in the City.

4           “Franchisee” means any person who has contracted with the City for collection, transportation and  
5 disposal of solid waste and the performance of residential recyclables collection.

6           “Garbage” means putrescible animal and vegetable wastes, other than source-separated recyclables,  
7 that result from the handling, storage, sale, preparation, cooking and serving of food, and that have been  
8 discarded or abandoned.

9           “Hazardous waste” means any waste or combination of wastes, including solids, semisolids, liquids  
10 or contained gases which:

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

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

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

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

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

22           “Incidental non-recyclable waste” means the non-recyclable components of white goods, whole  
23 computers, or whole automobiles for which dismantling and separation of recyclable from non-recyclable  
24 components by the generator are impractical, such as insulation or electronic components in white goods.

25           “Materials recovery facility” means a facility that provides for the extraction from construction or  
26 demolition waste of those recyclable materials that may be found in construction or demolition waste. The

term does not include:

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

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

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

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

- (1) Biological products;
- (2) Diagnostic specimens;
- (3) Laundry or medical equipment that conforms to 29 CFR 1910.1030 of the regulations of the Occupational Safety and Health Administration of the United States Department of Labor;
- (4) A material, including waste, that previously contained an infectious substance and has been treated by steam sterilization, chemical disinfection or other appropriate method, so that it no longer poses the hazard of an infectious substance;
- (5) Any waste material, including garbage, trash and sanitary waste in septic tanks, derived from households, including but not limited to single and multiple residences, hotels and motels;
- (6) Corpses, remains and anatomical parts that are intended for ceremonial interment or cremations; or

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

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

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

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

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

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

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

19 "Public building" means office buildings, clubs, churches, schools, hospitals or other places of  
20 similar character.

21 "Putrescible" means capable of being decomposed by microorganisms with sufficient rapidity as to  
22 cause nuisances from odors or gases.

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

25 (A) Newspaper;

26 (B) Corrugated cardboard;

- 1 (C) Aluminum;
- 2 (D) Yard debris (material generated from plants, including trees, bushes, sod, and grass
- 3 clippings on residential or business property);
- 4 (E) Office paper;
- 5 (F) Glass;
- 6 (G) Tin and steel cans;
- 7 (H) Metal;
- 8 (I) Motor oil;
- 9 (J) Plastic;
- 10 (K) Antifreeze;
- 11 (L) Wood; and
- 12 (M) Food waste.

13 "Recycling center" has the same meaning as "recycling center," as that term is defined in the  
14 Southern Nevada Health District's Regulations Governing Recycling Centers, as amended.

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

19 "Residential recyclables collection" means a curbside collection program operated by a solid waste  
20 franchisee in which source-separated recyclables are collected from residential customers on a regularly  
21 scheduled basis as a part of the franchisee's solid waste business, whether the collection is of source-separated  
22 recyclables or is part of a single-stream recycling program.

23 "Residential solid waste container" means a receptacle capable of storing solid waste, that is  
24 constructed of a rigid material such as plastic or metal, that is used for the temporary storage of solid waste,  
25 and that is equipped with handles and covers appropriate for the container design. The term does not include  
26 trash bags.

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

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

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

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

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

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

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

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

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

18           “Single-family residence” means a building or dwelling designed or used for single-family  
19 residential occupancy and where no business is conducted (other than a licensed home occupation business),  
20 and includes a mobile home, apartment and other unit in a multiple dwelling which receives individual  
21 residential collection of solid waste, bulky items and recyclables.

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

25           “Solid waste” means all putrescible and nonputrescible materials in solid or semisolid form that have  
26 been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts, ashes or

1 incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial  
2 waste, medical waste, sewage waste, commingled recyclables and other refuse. The term “solid waste” does  
3 not include any of the following:

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

5 (B) Commercial source-separated recyclables.

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

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

13 “Unforeseen economic circumstance” means:

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

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

17 (C) A finding by the City Council that there have been economic occurrences during  
18 that period that have caused specific additional economic costs for a franchisee which are not reflected in  
19 changes to the [CPI-U] CPI during that same period.

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

22 “White goods” means large household appliances (whether finished with white enamel or with other  
23 colors), including without limitation refrigerators, washing machines, clothes dryers, stoves and dishwashers.

24 SECTION 2: Title 9, Chapter 8, Sections 140, 150, 160, 170 and 180, of the Municipal  
25 Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

26 SECTION 3: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada,

1 1983 Edition, is hereby amended by adding thereto five new sections, designated as Sections 140, 150, 160,  
2 170 and 180, reading respectively as follows:

3 **9.08.140:** (A) The charges for collecting, transporting and disposing of solid waste and for  
4 collecting and transporting recyclables from single-family residences, duplexes and multiple dwellings shall  
5 be determined in accordance with the following table:

Category	Collection Level	Monthly Charge*
Single-family residences, duplexes per unit, mobile home park units and multiple dwelling units with individual service	Weekly automated solid waste and recycling, every other week bulky item pickup	\$17.25
Single-family residences, duplexes per unit, mobile home park units and multiple dwelling units with individual service	Optional second automated solid waste collection per week	\$15.61 per residence/unit
Multiple dwellings without individual service (irrespective of occupancy or vacancy of any units)	Solid waste – 2 times/week	\$12.83 – 1st unit \$9.00 each additional unit
	Solid waste – 3 times/week	\$19.32 – 1st unit \$13.48 – each additional unit
	Solid waste – 4 times/week	\$23.53 – 1st unit \$16.46 – each additional unit
	Solid waste – 5 times/week	\$27.83 – 1st unit \$19.47 – each additional unit
	Solid waste – 6 times/week	\$32.12 – 1st unit \$22.45 – each additional unit
	Solid waste – 7 times/week	\$36.38 – 1st unit \$25.46 – each additional unit

19 \* Subject to applicable CPI adjustments made pursuant to this Chapter.

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

22 **9.08.150:** (A) For mobile home parks that do not receive individual service at each mobile home  
23 and for motels, the charges for collecting, transporting and disposing of solid waste shall be determined in  
24 accordance with the following table:

25 ...

26 ...

Category	Collection Level (solid waste only)	Monthly Charge*
Mobile home parks and motels (irrespective of occupancy or vacancy of any units)	2 times/week	\$12.83 – each office \$7.73 – each cooking unit \$6.19 – each unit without cooking facilities
	3 times/week	\$19.32 – each office \$11.56 – each cooking unit \$9.27 – each unit without cooking facilities
	4 times/week	\$23.53 – each office \$14.12 – each cooking unit \$11.35 – each unit without cooking facilities
	5 times/week	\$27.83 – each office \$16.72 – each cooking unit \$13.41 – each unit without cooking facilities
	6 times/week	\$32.12 – each office \$19.32 – each cooking unit \$15.45 – each unit without cooking facilities
	7 times/week	\$36.38 – each office \$21.84 – each cooking unit \$17.52 – each unit without cooking facilities

\* Subject to applicable CPI 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**

<b>Number &amp; Type of Containers</b>	<b>1 Collection Per Week</b>	<b>2 Collections Per Week</b>	<b>3 Collections Per Week</b>	<b>4 Collections Per Week</b>	<b>5 Collections Per Week</b>	<b>6 Collections Per Week</b>	<b>7 Collections Per Week</b>
96-Gallon Mobile Container							
First container	\$11.56	\$23.13	\$34.68	\$53.35	\$73.18	\$96.18	\$115.29
Each additional container	\$11.56	\$23.13	\$34.68	\$53.35	\$73.18	\$38.40	\$46.18
One Cubic- Yard Container							
First container	\$57.65	\$115.29	\$172.98	\$192.04	\$216.82	\$249.75	\$300.07
Each additional container	\$57.65	\$115.29	\$172.98	\$192.04	\$216.82	\$192.01	\$231.01
Two Cubic- Yard Container							
First container	\$115.55	\$231.01	\$346.55	\$365.89	\$396.61	\$441.80	\$531.10
Each additional container	\$115.55	\$231.01	\$346.55	\$365.89	\$396.61	\$384.01	\$462.00
Three Cubic- Yard Container							
First container	\$173.24	\$346.53	\$519.78	\$539.47	\$576.24	\$633.78	\$762.12
Each additional container	\$173.24	\$346.53	\$519.78	\$539.47	\$576.24	\$576.02	\$693.02

<b>Number &amp; Type of Containers</b>	<b>1 Collection Per Week</b>	<b>2 Collections Per Week</b>	<b>3 Collections Per Week</b>	<b>4 Collections Per Week</b>	<b>5 Collections Per Week</b>	<b>6 Collections Per Week</b>	<b>7 Collections Per Week</b>
Four Cubic- Yard Container							
First container	\$231.01	\$462.00	\$693.03	\$713.11	\$755.90	\$825.79	\$993.08
Each additional container	\$231.01	\$462.00	\$693.03	\$713.11	\$755.90	\$767.99	\$924.08
Six Cubic- Yard Container							
First container	\$346.53	\$693.02	\$1,039.53	\$1,060.33	\$1,115.26	\$1,209.79	\$1,455.12
Each additional container	\$346.53	\$693.02	\$1,039.53	\$1,060.33	\$1,115.26	\$1,149.29	\$1,382.38
Eight Cubic- Yard Container							
First container	\$462.00	\$924.07	\$1,386.04	\$1,407.56	\$1,474.56	\$1,593.82	\$1,917.11
Each additional container	\$462.00	\$924.07	\$1,386.04	\$1,407.56	\$1,474.56	\$1,546.00	\$1,859.60

\* Subject to applicable CPI adjustments made pursuant to this Chapter.

#### **Section 9.08.160 Table B**

#### **Solid Waste Compactor Charges\***

#### **Monthly Charges**

<b>Compactor Size</b>	<b>1 collection per week</b>	<b>2 collections per week</b>	<b>3 collections per week</b>	<b>4 collections per week</b>	<b>5 collections per week</b>	<b>6 collections per week</b>	<b>7 collections per week</b>
10 cubic-yard container	\$2,563.00	\$3,426.33	\$4,694.31	\$5,098.71	\$5,503.11	\$5,907.52	\$8,634.40
17 cubic-yard container	\$3,171.01	\$4,186.01	\$5,900.04	\$6,482.49	\$7,064.89	\$7,647.36	\$10,181.83
26 cubic-yard container	\$3,553.86	\$4,951.66	\$7,048.49	\$7,630.93	\$8,213.35	\$8,795.79	\$11,521.83
36 cubic-yard container	\$4,193.56	\$5,591.46	\$7,688.07	\$8,352.29	\$9,016.49	\$9,680.84	\$12,406.93

<b>Compactor Size</b>	<b>8 collections per week</b>	<b>9 collections per week</b>	<b>10 collections per week</b>	<b>11 collections per week</b>	<b>12 collections per week</b>	<b>13 collections per week</b>	<b>14 collections per week</b>
10 cubic-yard container	\$11,197.40	\$12,060.73	\$13,328.73	\$13,733.13	\$14,137.50	\$14,541.92	\$17,268.81
17 cubic-yard container	\$13,352.79	\$14,368.70	\$16,081.86	\$16,664.30	\$17,246.73	\$17,829.20	\$20,363.66
26 cubic-yard container	\$15,075.65	\$16,473.54	\$18,570.35	\$19,152.79	\$19,735.25	\$20,317.65	\$23,043.73
36 cubic-yard container	\$16,600.49	\$17,998.41	\$20,095.02	\$20,759.22	\$21,423.46	\$22,087.79	\$24,813.85

<b>On-Call Rates Per Pick-up (with regular service)</b>	<b>Regular</b>	<b>Sunday/Holiday</b>
Special pick-up (0-49 cubic yards)	\$629.08	\$943.60
Special pick-up (50-74 cubic yards)	\$1,209.69	\$1,814.56
Special pick-up (75 cubic yards and above)	\$1,973.18	\$2,959.74
<b>On-Call Rates Per Pick-up (without regular service)</b>		
Special pick-up (0-49 cubic yards)	\$981.97	\$1,472.95

\* Subject to applicable CPI adjustments made pursuant to this Chapter.

#### **Section 9.08.160 Table C**

#### **Solid Waste Manual-Type Drop Box Collection Charges\***

<b>On-Call Charges (with or without regular service)</b>	<b>Regular</b>	<b>Sunday / Holiday</b>
10 cubic-yard container	\$121.00	\$181.70
20 cubic-yard container	\$242.00	\$363.40
28 cubic-yard container	\$338.80	\$508.76
35 cubic-yard container	\$423.50	\$635.95
50 cubic-yard container	\$605.00	\$908.50

All on-call charges are subject to additional charges of \$27.06 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 = \$12.10 per cubic yard.

“Base Charge” for Sunday collections = \$18.17 per cubic yard.

“Daily Rent Charges” = \$27.06 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

\* Subject to applicable CPI adjustments made pursuant to this Chapter.

#### **Section 9.08.160 Table D**

##### **Commercial Container-Related Charges\***

<b>Service</b>	<b>Charge</b>
Commercial Container Delivery	\$78.28 per container
Commercial Container Removal	\$78.28 per container
Commercial Container Exchange	\$120.44 per exchange

\*Subject to applicable CPI adjustments made pursuant to this Chapter.

#### **Section 9.08.160 Table E**

##### **Miscellaneous Fees/Charges**

<b>Fee/Charge Description</b>	<b>Fee/Charge</b>
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)	\$110.77*
Industrial Service Attempt Charge	\$129.18*
Industrial Container Relocation Charge	\$129.18*

\*Subject to applicable CPI 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:

<b>Container size</b>	<b>Monthly Charge*</b>
1 Cubic-Yard Container	\$22.20
2 Cubic-Yard Container	\$26.67
3 Cubic-Yard Container	\$31.12
4 Cubic-Yard Container	\$34.68

Container size	Monthly Charge*
6 Cubic-Yard Container	\$44.41
8 Cubic-Yard Container	\$48.86
Up to 96-gallon Mobile Container	\$5.36

\* Subject to applicable CPI 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	\$43.41
2 Cubic-Yard Container	\$57.89
3 Cubic-Yard Container	\$72.34
4 Cubic-Yard Container	\$86.78
6 Cubic-Yard Container	\$101.27
8 Cubic-Yard Container	\$115.74
Up to 96 gallon Mobile Container	\$43.41
Assorted Trash Pickup	\$196.87

\* Subject to applicable CPI adjustments made pursuant to this Chapter.

SECTION 4: Title 9, Chapter 8, Section 185, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

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

(a) Such notice has been given; or

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

(2) There is significant overflow from a container, as defined in this Chapter

1 and as evidenced by a photograph; and

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

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

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

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

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

18 SECTION 5: Title 9, Chapter 8, Section 190, of the Municipal Code of the City of Las  
19 Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

20 SECTION 6: Title 9, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada,  
21 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 190, reading as  
22 follows:

23 **9.08.190:** The charges for preparation, collection, transportation and disposal of medical waste shall  
24 be determined in accordance with Table A that is included within this Section. All charges for medical waste  
25 service, except for on-call service which may be billed at the time of service, shall be billed monthly in  
26 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	\$6.98	\$6.98	\$39.78	\$89.95
	Large 27-32 Gal	\$9.95	\$9.95	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	\$14.93	\$14.93		
	200 Gallon Cart with Wheels	\$59.73 per month	\$59.73 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	\$49.12
	Extra Large	55 Gallon	\$87.13
Pharmaceutical (non-controlled substance) Disposal	Extra Small	5 Gallon	\$63.38
	Small	10 Gallon	\$114.88
	Medium	20 Gallon	\$229.72
	Large	30 Gallon	\$344.63
	Extra Large	55 Gallon	\$574.34
Item		Special Collection and Service Charge	
Special pickups/services (see below)		\$95.08 per hour	
Preparation of waste to make suitable for transportation		\$39.61 per container	
Collection delay of \$1.61 per minute after 10 minutes		\$15.85 minimum	
Overweight charge (over 50 lbs)		\$63.38 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 \$95.08 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"	\$7.93 plus tax
	Medium	5 Quart	4" x 10" x 9"	\$12.70 plus tax
	Large	8 Quart	6" x 9" x 10"	\$15.85 plus tax
	Extra Large	32 Quart	9" x 13" x 17"	\$31.69 plus tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24" x 32"	\$110.91 plus tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43" x 48"	\$19.00 plus tax
Locker or Rubbermaid Rental	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$95.08 per month
	Large	30 Cubic yards	20' x 8' x 8'	\$221.82 per month
Roll-Off Box Rental		40 Cubic yards		\$522.87 per month
Trailer Rental		30 feet long or less		\$758.27 per month
		31-48 feet long		\$1,011.05 per month
		49-53 feet long		\$1,137.39 per month

\* Subject to applicable CPI adjustments made pursuant to this Chapter

SECTION 7: Title 9, Chapter 8, Section 200, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1 **9.08.200:** Except as otherwise provided for in Subsection (A) of Section 9.08.205, the charge for  
2 sewage-waste service shall be [twenty-one dollars and forty-five] twenty-five dollars and eighty cents per  
3 wet ton of sewage waste, or [twenty dollars and thirty-one] twenty-four dollars and forty-two cents per wet  
4 ton when City equipment is used to store waste prior to franchisee transporting, in each case subject to  
5 applicable [CPI-U] CPI adjustments made pursuant to this Chapter. Additional terms and conditions for  
6 collection, transportation and disposal of sewage waste shall be specified in a franchise agreement between  
7 the City and its franchisee. If any jurisdiction other than the City imposes any franchise fee on a franchisee  
8 based upon its cash receipts or gross revenues from sewage-waste services provided by the franchisee, the  
9 franchisee shall be solely responsible for such franchise fees and shall not pass such franchise fees through  
10 to the City.

11 SECTION 8: Title 9, Chapter 8, Section 210, of the Municipal Code of the City of Las  
12 Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

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

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

23 (C) All charges for regular or periodic services provided by the City, its franchisees, or  
24 their duly appointed agents pursuant to this Chapter shall be billed on the first business day of the quarterly  
25 or monthly billing period, as applicable, and shall be due and payable on the last day of the billing month;  
26 provided, however, that charges for on-call service may be billed at the time of service. All charges for

1 services under this Chapter, including the penalties for delinquent payment and any reasonable collection  
2 costs and legal fees incurred by a franchisee in seeking to recover unpaid charges for services and penalties,  
3 shall constitute a debt and obligation of the legal owner of the premises to the City or its franchisee, and such  
4 person shall be liable therefor in a civil action commenced by the City or its franchisee in any court of  
5 competent jurisdiction for the recovery of such charges and penalties.

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

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

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

26 SECTION 9: Title 9, Chapter 8, Section 235, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**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] seventy-eight dollars and forty-four 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 dollars, [which shall be increased in accordance with Section 9.08.240.]

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

SECTION 10: Title 9, Chapter 8, Section 240, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

**9.08.240:** (A) The charges established pursuant to this Chapter shall be increased annually based on the [CPI-U.] CPI, calculated with reference to the percentage change in the CPI for the twelve-month period ending December 31 immediately preceding the effective date of the rate adjustment. The increase

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

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

20 SECTION 11: If any section, subsection, subdivision, paragraph, sentence, clause or phrase  
21 in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by  
22 any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the  
23 remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby  
24 declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase  
25 thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,  
26 sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 12: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 13: 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.

PASSED, ADOPTED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

By CAROLYN G. GOODMAN, Mayor

ATTEST:

LUANN D. HOLMES, MMC  
City Clerk

APPROVED AS TO FORM:

Val Steed,  
Deputy City Attorney

Date \_\_\_\_\_

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the \_\_\_\_ day  
2 of \_\_\_\_\_, 2023, and referred to a committee for recommendation, the committee being  
3 composed of the following members \_\_\_\_\_;  
4 thereafter the said committee reported favorably on said ordinance on the \_\_\_\_ day of  
5 \_\_\_\_\_, 2023, which was a \_\_\_\_\_ meeting of said Council; that at said  
6 \_\_\_\_\_ meeting, the proposed ordinance was read by title to the City Council as first  
7 introduced and adopted by the following vote:

8 VOTING "AYE": \_\_\_\_\_

9 VOTING "NAY": \_\_\_\_\_

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

11 APPROVED:

12  
13 By \_\_\_\_\_  
CAROLYN G. GOODMAN, Mayor

14 ATTEST:  
15 \_\_\_\_\_  
16 LUANN D. HOLMES, MMC  
City Clerk

17  
18  
19  
20  
21  
22  
23  
24  
25  
26