

Memorandum #06-18

Date: October 25, 2018

To: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH

From: Brian Northam, REHS, Environmental Health Supervisor

Herbert Luis Sequera, REHS Environmental Health Engineer/Manager Chris Saxton, MPH-EH, REHS, Director of Environmental Health

Joseph P. Iser, MD, DrPH, MSc., Chief Health Officer

Petitioner: Brian Northam, REHS, Environmental Health Supervisor

Subject: Adoption of the Proposed Solid Waste Management Plan for Clark County,

Nevada

I. BACKGOUND:

Nevada Revised Statutes Chapter 444.510 requires that the Solid Waste Management Authority (SWMA) must develop a plan to provide for a solid waste management system which adequately provides for the management and disposal of solid waste within Clark County. For Clark County, the SWMA is the Southern Nevada District Board of Health.

Southern Nevada has had three previous formal Solid Waste Management Plans (SWMP): The first one entitled the *Clark County Comprehensive Solid Waste Management Plan* was written to describe the Clark County Health District's (the former name of the SNHD) then-existing solid waste conditions, practices, and problems and evaluations and recommendations for the timeframe between 1974 and the year 2000 (URS Systems Corporation, 1974). The second plan, dated March 15, 1995 entitled the *Solid Waste Management Plan for Clark County, Nevada*, was intended to be an update to address a 20-year planning period from 1995 to 2015, with a particular emphasis on the period of 1995 to 2000 (Harding Lawson Associates, 1995). The third plan was also entitled Solid Waste Management Plan for Clark County, Nevada. This update covered the time from 2013 – 2018. This third proposed SWMP is intended to move forward from 2013 and to cover specifically the next five-year timeframe. This fourth proposed plan is intended to move forward from 2018 and to cover the next five-year timeframe.

The proposed plan provides a description of the existing framework for solid waste management within the applicable laws, regulations and infrastructure within the State and Clark County. The Plan describes governmental roles and responsibilities, the assessment of Clark County's municipal solid waste management systems, and solid waste management issues and future considerations.

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While the plan is specific to Clark County, it follows the same basic format as the SWMPs developed for Washoe County and NDEP. The plan includes the following Chapters and Appendices:

Chapter 1: Introduction and Overview Chapter 2: Solid Waste Generation

Chapter 3: Descriptions of Solid Waste Management Systems

Chapter 4: Laws and Regulations Chapter 5: Financial Sustainability

Chapter 6: The Clark County Emergency Debris Management Plan

Chapter 7: Program Evaluation

Appendix A: Franchise Agreements Appendix B: Municipal Solid Waste Code Appendix C: Solid Waste Laws and Regulations

II. PUBLIC REVIEW AND WORKSHOPS:

The July 18, 2018, Public Notice announcing the October 25, 2018, Public Hearing and upcoming public workshops was posted in lobbies of public buildings throughout Clark County and on the SNHD internet website and advertised in local newspapers as found in Attachment A. The Public Notice also provided SNHD contact names, addresses, phone numbers and the SNHD website address. Four information gathering workshops were scheduled. The recorded minutes from the August 28, 2018 workshops held at the SNHD main office, 280 South Decatur Boulevard, Las Vegas, NV are found in Attachment B, the minutes from the August 29, 2018 workshop held in Laughlin, NV are found in Attachment C, and the minutes from the August 30, 2018 workshop held in Mesquite, NV are found in Attachment D. Only one member of the public attended the workshop in Mesquite and one member of the public attended the workshop in Laughlin as documented in Attachment E but had no comments on the plan. No members of the public appeared at either of the Las Vegas workshops as documented on the sign-in sheets in Attachments B, C and D.

The original draft proposed Solid Waste Management Plan was reviewed and commented on by NDEP. The current draft Plan reflects the changes made as a result of comments submitted by staff from NDEP (Attachment F).

No public comments (either written or oral) were received throughout the 30-day public review period or at the workshops.

III. RECOMMENDATIONS:

The adoption of the proposed Solid Waste Management Plan would fulfill the requirements of NRS 444.510 and would allow the SWMA to move forward from 2018 and to cover specifically the next five-year timeframe. This Plan is intended to be a guide and an informational resource to support solid waste management laws, regulations and policies. Key users are the Nevada Legislature, the State Environmental Commission, NDEP, the Southern Nevada Health District, and other state, and local agencies. The Plan may also be useful to Clark County's waste management service providers, including landfill operators, refuse collectors, and recyclers, as well as solid waste generators, including all of Clark County's industries, businesses, and

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residents. Implementation of items in the Plan that are identified for "future consideration" could further enhance a sound program of solid waste management in Clark County

Staff recommends the adoption of the proposed Solid Waste Management Plan for Clark County, Nevada.

JD:src

Attachments:

Attachment A: SNHD Public Notice dated July 18, 2018

Attachment B: Workshop Minutes, August 28, 2018 10:00 a.m. and 6:00 p.m.

Southern Nevada Health District with Corresponding Sign In Sheets

Attachment C: Workshop Minutes, August 29, 2018, 10:00 a.m., Laughlin Government Center

with Corresponding Sign In Sheet

Attachment D: Workshop Minutes, August 30, 2018, 10:00 a.m., Mesquite Government Center

with Corresponding Sign In Sheet

Attachment E: Proposed Solid Waste Management Plan for Clark County, Nevada

Attachment F: Written comments from Nevada Division of Environmental Protection, Bureau

of Waste Management

Attachment G: Business Impact Statement addressing proposed Solid Waste Management

Plan for Clark County, Nevada.





PUBLIC NOTICE

The Southern Nevada District Board of Health will conduct a PUBLIC HEARING on Thursday, September 27, 2018, at 8:30 a.m., during its regular monthly meeting at the Southern Nevada Health District (SNHD), Red Rock Conference Room, 280 South Decatur Blvd, Las Vegas, Nevada to take testimony and consider the adoption of the Southern Nevada Health District Solid Waste Management Plan. **Note**, if the Solid Waste Management Plan is not presented at the September 27, 2018, meeting, it will be presented for PUBLIC HEARING at the Southern Nevada District Board of Health meeting scheduled for October 25, 2018, at the same time and location noted above.

The proposed Solid Waste Management Plan is available for review at: http://www.southernnevadahealthdistrict.org/public-notices.php and at SNHD, Environmental Health Division, 280 South Decatur Blvd., Las Vegas, Nevada. Please contact Lynn Cintron at (702) 759-0603 to schedule an appointment to review the Solid Waste Management Plan during normal business hours of 8:00 a.m. to 4:30 p.m. or for special viewing needs. Copies of documents may be requested during that time at a charge of one dollar per page.

Interested persons may appear at the PUBLIC HEARING and present their views thereon. Written comments will also be considered and must be forwarded to Lynn Cintron, Senior Administrative Assistant, Southern Nevada Health District, Solid Waste and Compliance, P.O. Box 3902, Las Vegas, Nevada 89127-0902 or sent via email to cintron@snhdmail.org no later than August 3, 2018. If there are special viewing needs, please call (702) 759-0603 for accommodation.

-S-	7/18/18
Herbert Luis Sequera, REHS	Date
Interim Environmental Health Director	

Prior to the above PUBLIC HEARING before the Board of Health on September 27, 2018, or October 25, 2018, there will be four Public Workshops for the public to present their views on the proposed Solid Waste Management Plan: 1) Tuesday, August 28, 2018 10:00 a.m. at the Southern Nevada Health District, Red Rock Conference Room, 280 South Decatur Blvd., Las Vegas, Nevada; 2) Tuesday, August 28, 2018, 6:00 p.m. at the Southern Nevada Health District, Red Rock Conference Room 280 South Decatur Blvd., Las Vegas, Nevada; 3) Wednesday, August 29, 2018, 10:00 a.m. at the Laughlin Regional Government Center, 101 Civic Way, Laughlin, Nevada; 4) Thursday, August 30, 2018, 10:00 a.m. City of Mesquite Town Hall, City Council Chambers, 10 E Mesquite Blvd, Mesquite, Nevada. Written submissions are encouraged. For additional information, call (702) 759-0603.



August 28, 2018, 10:00am Southern Nevada Health District 280 S. Decatur Blvd.

Good morning, I am Brian Northam, the supervisor of the Permitted Disposal Facilities program. If I could get everybody in the room to please silence or turn off your cell phones.

Good morning to the empty room. The purpose of this public workshop is to collect public comments on the proposed Solid Waste Management Plan for Clark County.

This is a public workshop, as such we are required to record the proceedings and enter all the comments that we receive today into the record that goes before the District Board of Health at the public hearing currently scheduled for September 27, 2018 or if necessary the October 25, 2018 meeting.

Copies of the Agenda and Public Notice are available at the table near the entrance. Please sign in on the sign in sheet. A copy of the Solid Waste Management Plan for Clark County is also available for viewing, if necessary.

Over to my right, at the table, is Senior Administrative Assistant, Lynn Cintron who will be recording the minutes of today's workshop.

The workshop was advertised by Public Notice in the Las Vegas Review Journal on July 29, 2018, which opened the period for the public to make comments on the proposed plan. The period for the public review and comment will end on August 31, 2018.

As required, this workshop will be open for approximately thirty minutes to allow for late arrivals.

At this time, seeing no one in the room, we will go off the record until 10:30.

It is currently 10:30 so we're back on the record. There is still no one available from the public at this point in time, but we will continue.

We hold this workshop to satisfy the requirements established by the Board of Health to make sure that we solicit public comments on this Solid Waste Management Plan.

The next step is to discuss and resolve the comments received at the workshops or via the website. Currently the Solid Waste Management Plan is scheduled to go before the regular Board of Health Thursday, September 27, 2018, or, if necessary, October 25, 2018 during their regular meeting. With that, the process has been completed to this point. Thank you for attending.

Adjourn 10:31am

SOLID WASTE MANAGEMENT PLAN PUBLIC WORKSHOP

Tuesday, August 28, 2018, 10:00 AM
Southern Nevada Health District, Red Rock Conference Room
280 South Decatur Boulevard, Las Vegas, Nevada

NAME	COMPANY/ AGENCY	ADDRESS	PHONE

August 28, 2018, 6:00pm Southern Nevada Health District 280 S. Decatur Blvd.

I'd like to welcome Lynn and me.

I am Brian Northam, the supervisor of the Permitted Disposal Facilities program. Please silence or turn off your cell phones.

I'd like to welcome Lynn and me. The purpose of this public workshop is to collect public comments on the proposed Solid Waste Management Plan for Clark County.

This is a public workshop, as such we are required to record the proceedings and enter all the comments that we receive today into the record that goes before the District Board of Health at the public hearing scheduled for September 27, 2018 or, if necessary, October 25, 2018.

Copies of the Agenda and the Public Notice are available at the table near the entrance. Please sign in on the sign in sheet. A copy of the Solid Waste Management Plan for Clark County is here and available for viewing.

Over to my right is Senior Administrative Assistant, Lynn Cintron who will be recording the minutes of this workshop.

The workshop was advertised by Public Notice in the Las Vegas Review Journal on July 29, 2018, which opened the period for the public to make comments on the proposed plan. The period for the public review and comment will end on August 31, 2018.

As required the workshop will be open for approximately thirty minutes to allow for late arrivals.

At this time, since there is no one from the public here to make comments, we will go off the record until at least 6:30.

It is now 6:30. and time to reconvene the workshop.

We hold this workshop to satisfy the requirements established by the Board of Health to make sure that we solicit public comments on this Solid Waste Management Plan.

The next step is to discuss and resolve the comments received at the workshops or via the website. Currently the Solid Waste Management Plan is scheduled to go before the Board of Health September 27, 2018, or October 25, 2018 during their regular meeting. With that this process has been completed to this point. Thank you for not attending.

Adjourn 6:31pm

SOLID WASTE MANAGEMENT PLAN PUBLIC WORKSHOP

Tuesday, August 28, 2018, 6:00PM Southern Nevada Health District, Red Rock Conference Room 280 South Decatur Boulevard, Las Vegas, Nevada

NAME	COMPANY/ AGENCY	ADDRESS	PHONE



August 29, 2018, 10:07am Laughlin Regional Government Center 101 Civic Way

Good Morning, this is Brian Northam, the supervisor of the Permitted Disposal Facilities program. If I could get everyone to please silence or turn off your cell phones.

I'd like to welcome everybody to this meeting. It's just simply to go over the proposed Solid Waste Management Plan.

This is a public workshop, as such we are required to record the proceedings and enter all the comments that we receive today into the record that goes before the District Board of Health at the public hearing scheduled for September 27, 2018 or if necessary October 25, 2018.

Copies of the Agenda and Public Notice are available at the table near the entrance. Please sign in if you do enter the meeting. A copy of the Solid Waste Management Plan for Clark County is available for viewing.

To my left is Herb Sequera, the manager of Solid Waste and Compliance section; and to my right is Senior Administrative Assistant, Lynn Cintron who will be recording the minutes of the workshop.

The workshop was advertised by Public Notice in the Laughlin Nevada Times on August 1, 2018, which opened the period for the public to make comments on the proposed plan. The period for the public review and comment will end on August 31, 2018.

As required the workshop will be open for approximately thirty minutes to allow for late arrivals.

Is there anyone from the public who would like to make comment at this time? Seeing none, we will now go off the record for approximately thirty minutes to allow for late arrivals.

It is now 10:37 a.m. and time to reconvene the workshop.

We hold this workshop to satisfy the requirements established by the Board of Health to make sure that we solicit public comments on this Solid Waste Management Plan.

The next step is to discuss and resolve the comments received at the workshops or via the website. Currently the Solid Waste Management Plan is scheduled to go before the Board of Health Thursday, September 27, 2018, or October 25, 2018 during their regular scheduled meeting. With that the process has been completed to this point. Thank you for attending.

SOLID WASTE MANAGEMENT PLAN PUBLIC WORKSHOP

Wednesday, August 29, 2018, 10:00am Laughlin Regional Government Center 101 Civic Way, Laughlin, Nevada

NAME	COMPANY/ AGENCY	ADDRESS	PHONE
	C) ASK CD / ALAGHI		(702) 298-
SRIAN ZALISTA	CLARKCO/LANGHU	MOI CIVIC WAY	0828
		LANGHLINI M	



August 30, 2018, 10:00am City of Mesquite Town Hall 10 E. Mesquite Blvd.

Good morning, this is Brian Northam, the supervisor of the Permitted Disposal Facilities program. If I could get everyone in the room to please silence or turn off their cell phones.

I'd like to welcome everyone here this morning. The purpose of this public workshop is to collect public comments on the proposed Solid Waste Management Plan for Clark County.

This is a public workshop, as such we are required to record the proceedings and enter all the comments that we receive today into the record that goes before the District Board of Health at the public hearing scheduled for September 27, 2018 or if necessary October 25, 2018.

Copies of the Agenda and Public Notice are available at the table near the entrance. Please sign in on the sign in sheet. A copy of the Solid Waste Management Plan for Clark County is here and available for viewing.

In the red shirt is Lynn Cintron, the Senior Administrative Assistant who will be recording the minutes of the workshop.

The workshop was advertised by Public Notice in the Mesquite Local News on August 2, 2018, which opened the period for the public to make comments on this proposed plan. The period for the public review and comment will end tomorrow, August 31, 2018.

As required the workshop will be open for approximately thirty minutes to allow for late arrivals.

Does anyone from the public wish to make comments? Seeing none, at this time we will go off the record until 10:30 a.m. to allow for late arrivals.

It was now 10:30 a.m. Is there anyone from the public who, at this time, would like to make a comment on the proposed Solid Waste Management Plan? Seeing none, we will continue.

We hold this workshop to satisfy the requirements established by the Board of Health to make sure that we solicit public comments on this Solid Waste Management Plan.

The next step is to discuss and resolve the comments received at the workshops or via the website. Currently the Solid Waste Management Plan is scheduled to go before the Board of Health Thursday, September 27, 2018, or October 25, 2018 during their regular meeting. With that the process has been completed to this point. Thank you for attending.

SOLID WASTE MANAGEMENT PLAN PUBLIC WORKSHOP

Thursday, August 30, 2018, 10:00am City of Mesquite Town Hall, City Council Chambers 10 E. Mesquite Blvd., Mesquite, Nevada

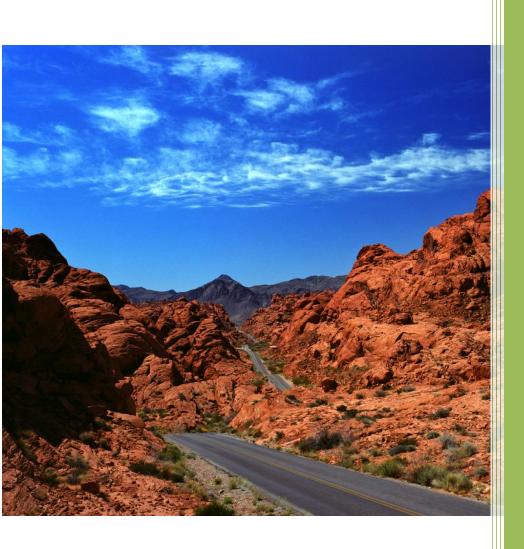
NAME	COMPANY/ AGENCY	ADDRESS	PHONE
Bill Tanner	Cityof Mesquik	10 = mesquite BIVD	702 346-52 37





2018

SOLID WASTE MANAGEMENT PLAN



Solid Waste Management Authority
Environmental Health Division
Solid Waste and Compliance Section

SNHD 280 South Decatur Boulevard Las Vegas, NV 89107

for submittal to

Nevada Division of Environmental Protection 901 South Stewart Street, Suite 4001 Carson City, NV 89701-5249

Approved by the Southern Nevada District Board of Health on XXXXXXXX Approved by the State of Nevada Department of Conservation and Natural Resources,

Division of Environmental Protection on XXXXXXXXXXX

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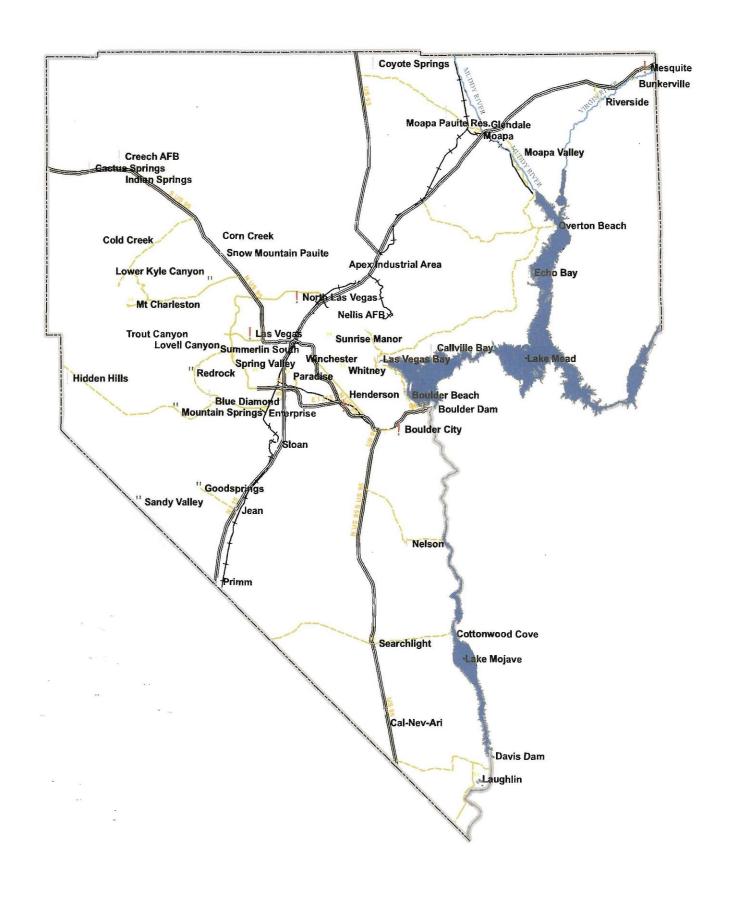
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MAP- CLARK COUNTY, NEVADA AND INCORPORATED JURISDICTIONS



ACRONYMS AND ABBREVIATIONS

Summary of acronyms and abbreviations of terms used in this Plan:

ВОН	Southern Nevada District Board of Health
C&D	Construction and Demolition
CCEMBP	Clark County Emergency Management Basic Plan
CCOEM	Clark County Office of Emergency Management
CESQG	Conditionally Exempt Small Quantity Generator
CFC	Chlorofluorocarbon
CFR	Code of Federal Regulations
EHS	Environmental Health Specialist
EPA	United States Environmental Protection Agency
HHW	Household Hazardous Waste
ISDS	Individual Sewage Disposal System
MOU	Memorandum of Understanding
MRF	Materials Recovery Facility
MSW	Municipal Solid Waste
NAC	Nevada Administrative Code
NDEP	Nevada Division of Environmental Protection
NRS	Nevada Revised Statutes
RCRA	Resource Conservation and Recovery Act
RWMI	Restricted Waste Management Inspection
SEC	Nevada State Environmental Commission
SNHD	Southern Nevada Health District
SQG	Small Quantity Generator
SWMA	Solid Waste Management Authority
SWMAR	Solid Waste Management Authority Regulations
·	

EXECUTIVE SUMMARY

Southern Nevada's Solid Waste Management Plan (afterwards known as PLAN) provides a description of the existing framework for management of solid waste within the applicable laws, regulations and infrastructure within the jurisdiction. The Solid Waste Management Authority (SWMA) must develop a plan to provide for a Solid Waste Management System which adequately provides for the management and disposal of solid waste within Clark County (NRS 444.510).

INTRODUCTION AND OVERVIEW: <u>CHAPTER 1</u> contains an overview of the purpose of the PLAN, a brief introduction to disposal, recycling and reuse and the roles and responsibilities of government in the management of solid waste.

SOLID WASTE GENERATION: <u>CHAPTER 2</u> contains current and presumed future waste generation rates for Clark County, the current waste streams in Southern Nevada, the importation and exportation of wastes from other areas into or out of Southern Nevada, the definitions of solid waste: residential, commercial, and industrial solid wastes, and wastes requiring special handling.

DESCRIPTIONS OF SOLID WASTE MANAGEMENT SYSTEMS: CHAPTER 3 contains definitions of the solid waste disposal and management facilities including landfills, recycling centers, materials recovery facilities, composting facilities, transfer stations, waste tire management facilities, waste to energy facilities and waste to fuel facilities; solid waste collection franchise agreements within the various incorporated and unincorporated cities and areas within Clark County; description of the single-stream recycling programs included in the franchise agreements, illegal waste dumping, the costs associated with illegal dumping, and enforcement programs.

LAWS AND REGULATIONS: CHAPTER 4 contains references to the relevant federal, state, local, and SWMA regulations affecting the proper management of solid waste in Southern Nevada.

FINANCIAL SUSTAINABILITY: CHAPTER 5 contains the current funding sources for solid waste management programs in Southern Nevada including permits, the waste tire fund, grants, and tipping fees.

THE CLARK COUNTY EMERGENCY DEBRIS MANAGEMENT PLAN: CHAPTER 6 contains a brief description of the Clark County Emergency Debris Management Plan and the Solid Waste Management Authority's role in managing the disposal of wastes resulting from an area-wide emergency or catastrophe, including an annual State of Nevada evaluation of the Debris Management Plan.

PROGRAM EVALUATION: <u>CHAPTER 7</u> contains an evaluation of the PLAN and discusses future considerations regarding the management of solid waste in Southern Nevada.

CHAPTER 1 INTRODUCTION AND OVERVIEW

1.1 Purpose and Scope

This PLAN reviews the status of collection and disposal systems within unincorporated Clark County and the five incorporated cities therein: (1) Las Vegas, (2) North Las Vegas, (3) Henderson, (4) Boulder City, and (5) Mesquite. The PLAN considers the adequacy of regulatory standards governing solid waste management facilities and attempts to identify viable economic incentives and other methods that will encourage the most efficient use of resources, reduction of waste generation, and optimum recovery of resources from the solid waste stream.

Planning and implementing a system to effectively manage solid waste is a responsibility of the affected cities and Clark County, in cooperation with the Southern Nevada District Board of Health (BOH), the Solid Waste Management Authority (SWMA) for all areas in Clark County. Nevada Revised Statute (NRS) 444.510 requires the development of a plan for the management of solid waste and its periodic revision at least every five years.

1.2 Introduction to Solid Waste Management

Solid waste is any item that is intended for discard, i.e., to be thrown away (see below for exemptions). The standard regulatory definition of solid waste is provided in 40 CFR 258.2.

Solid waste means any garbage, or refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations, and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. 1342, or source, special

nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended (68 Stat. 923).

Solid Waste Management includes:

- (1) Waste disposal
- (2) Recycling,
- (3) Reduction, and
- (4) Reuse.

1.2.1 Waste Disposal

Waste disposal can be segmented into three phases:

- (1) Storage by the generator,
- (2) Collection and transportation, and
- (3) Disposal.
 - (1) On-site storage is the responsibility of the generator of the waste. Commercial putrescible solid waste, which is waste, such as food waste, that is readily decomposed and capable of causing odors or gases, must be collected within 24 hours of generation.
 - (2) In smaller communities, solid waste is collected by contracted or franchised solid waste haulers and often transported directly to a disposal site, such as a landfill. In larger communities, solid waste is collected by a contracted or franchised solid waste hauler and is often taken to local collection center, called a transfer station, where the waste is consolidated into large tractor-trailers for transport to the landfill. Additionally, businesses and/or individuals may transport their own waste directly to a transfer station or landfill.
 - (3) Solid waste generated in Clark County is disposed of utilizing land filling. Landfill sites are categorized as Class I, II, or III sites. Landfills bury solid waste in engineered cells or landfill units. These cells are designed to protect the environment from possible contamination by the buried waste. Modern landfills are bottom-lined by materials virtually impermeable to liquids and gases, usually

clay and/or high-density plastic materials. Class II sites are similar to Class I landfills but may only accept very small amounts of waste. Class III sites only accept industrial solid waste or other inert materials as approved by the Solid Waste Management Authority. Clark County does not currently permit any Class II Landfills.

1.2.2 Recycling

Recycling is the redirection of solid waste back into the manufacturing process to create new products. Recyclable materials are collected from homes and/or businesses by solid waste hauling companies. Individuals may collect their own recyclable materials for sale at local recycling centers.

Recyclable materials are transported to recycling centers where they may be sorted, compacted and/or baled for shipment. Recyclable materials are often sold to out of state, or country, companies for use as a feedstock in manufacturing new products or for further processing prior to reintroduction into the economic mainstream.

Nevada has a recycling goal of twenty-five percent (25%). Clark County is working towards achieving that goal.

1.2.3 Solid Waste Reduction

Reduction should be the first consideration regarding solid waste generation. Preventing a material from ever becoming a solid waste saves energy and resources. No additional energy needs to be expended to dispose of the material and no resources must be exhausted to replace the material.

1.2.4 Reuse

Reuse is the repurposing of items that would otherwise end up as solid waste. These items may be refurbished or used as-is condition. Items that are no longer desired may be sold or donated. Thrift stores, charitable organizations, used vehicle or equipment sales, and salvage operations are most typically associated with this type of waste management.

1.3 Government Roles and Responsibilities

The Nevada Division of Environmental Protection (NDEP) designates the Southern Nevada District Board of Health (BOH) as Solid Waste Management Authority (SWMA) through an Memorandum of Understanding under NRS 277.180. The State Environmental Commission (SEC) retains the ultimate authority to implement municipal landfill regulations, if necessary, acting in state-level role similar to the BOH (NRS 444.558). The BOH is responsible for: issuing permits to operate solid waste disposal sites (NRS 444.553(2)), conducting inspections of solid waste disposal sites for compliance with SWMA regulations (NRS 444.556.5(b)), and investigating illegal dumping (NRS 444.592). The BOH, as well as municipal governments, may adopt standards and regulations (NRS 444.580) governing solid waste disposal site location, design, and operation. Such regulations or codes must be at least as strict as, and must not conflict with, state regulations. Nevada Administrative Codes (NAC) governing solid waste are found in NAC 444.570-7499 and are described briefly in Chapter 4, as are Solid Waste Management Authority (SWMA) Regulations adopted by the BOH and municipal codes adopted by the various municipalities.

CHAPTER 2 SOLID WASTE GENERATION

2.1 Current Waste Generation

In 2016, Clark County residents generated approximately 5.78 pounds of MSW per person per day. When including tourists, the number drops to 5.42 pounds. The Environmental Protection Agency's (EPA) estimate for per person MSW generation for 2010 is 4.4 pounds (EPA 2013).

2.1.1 Imported Solid Waste

Clark County does not import significant amounts of solid waste from outside Nevada or Clark County. The Clark County Solid Waste Profile from the Nevada State Plan from 2012 to 2016 indicates zero Imported waste disposed (tons). (NDEP 2017)

2.1.2 Exported Solid Waste

Despite the capacity for the disposal of solid waste that is available at Southern Nevada disposal sites, a significant amount of solid waste is exported from the Clark County, NV area for disposal in landfills outside of Clark County.

2.1.3 Residential Solid Waste

Household waste means any solid waste, including garbage, trash and sanitary wastes, derived from households, including single and multiple family residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds and recreation areas used during the daytime. (SWMAR 1-4 & NAC 444.581)

Household waste is managed pursuant to the local franchise agreements. The franchise hauler is the sole company authorized to collect these wastes other than the original generator.

2.1.4 Commercial Solid Waste

Commercial waste means all solid waste including, but not limited to, solid wastes generated by stores, hotels, markets, offices, restaurants, warehouses and other non-manufacturing activities excluding industrial wastes. (SWMAR 1-4)

Depending on the type of business these wastes can range from putrescible food wastes to recyclable materials such as old corrugated cardboard. Municipal solid waste is managed pursuant to the franchise agreements in each jurisdiction. Commercial source separated recyclable collection is not a part of any of the franchise agreements and thus open for competitive bidding.

2.1.5 Industrial Solid Waste

Industrial solid waste means solid waste derived from industrial or manufacturing processes, including, but not limited to, the solid waste generated by the:

- (a) Generation of electric power;
- (b) Manufacture of fertilizer and agricultural chemicals;
- (c) Manufacture of food and its related products and by-products;
- (d) Manufacture of inorganic chemicals;
- (e) Manufacture of leather and products made from leather;
- (f) Manufacture of nonferrous metals, including the foundries which manufacture those metals;

- (g) Manufacture of organic chemicals;
- (h) Manufacture of plastics, resins and other miscellaneous products made from plastic;
- (i) Pulp and paper industry;
- (j) Manufacture of rubber and other miscellaneous products made from rubber;
- (k) Manufacture of products made from stone, glass, clay and concrete;
- (I) Manufacture of textiles;
- (m) Manufacture of transportation equipment;
- (n) Treatment of water;
- (o) Manufacture of iron and steel; and
- (p) Construction, refurbishing or demolition of buildings or other structures. The term does not include waste generated by the mining, oil and gas industries. (SWMAR Appendix 1 & NAC 444.585)

2.2 Wastes Requiring Special Handling

2.2.1 Asbestos Waste

Asbestos means the asbestiform varieties of Chrysotile (serpentine), Crocidolite (riebeckite), Amosite (cummingtonite-grunerite), Anthophyllite, Tremolite or Actinolite (SWMAR 1-4, NAC 444.966 & NAC 618.750).

Transport of asbestos waste is covered in the SNHD SWMAR 4-1.

2.2.2 Contaminated Soil

Soils contaminated by releases of petroleum hydrocarbons, grease, oils, fats, dry cleaning chemicals, industrial wastes, or uncontrolled sewage releases or other environmental contaminants are evaluated for removal, treatment or proper disposition according to federal, state and/or local regulations.

2.2.3 Dead Animals

Dead animals may be disposed of at the four (4) class I landfills servicing Clark County: Apex, Boulder City, Laughlin, and Mesquite.

Animals must be placed in a separate trench and covered immediately. (NAC 444.694)

2.2.4 Fluorescent Light Bulbs

Residents are encouraged to recycle their fluorescent bulbs and compact fluorescent bulbs instead of disposing these items in with their regular trash.

Commercial fluorescent bulbs shall be managed as a restricted waste and must be sent to a facility capable of treating, recovering, recycling, or properly disposing of them.

2.2.5 Household Hazardous Waste

Household Hazardous Wastes (HHW) are hazardous products used and disposed of by residential as opposed to industrial consumers. This includes paints, stains, varnishes, solvents, pesticides, and other materials or products containing chemicals that are ignitable, reactive, corrosive or toxic.

Although household hazardous wastes are exempt from the federal hazardous waste disposal requirements, SNHD recommends that these wastes be sent for proper disposal/recycling as they may present safety and/or environmental risks.

The local franchise waste haulers will accept household hazardous waste from their customers at specified facilities.

2.2.6 Junk Vehicles, Vehicle Batteries, and Used Motor Oil

Management of junk vehicles includes the management of lead-acid batteries, mercury switches, and waste fluids including but not limited to used motor oil, fuel, lubricants, and anti-freeze.

SNHD EHSs conduct routine inspections of facilities that generate Restricted Waste including automotive waste fluids. Restricted Waste Management is covered in the SNHD SWMAR 4-3.

2.2.7 Medical Waste

Medical waste means solid waste that is generated in the diagnosis, treatment or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biological agents, excluding Hazardous Waste identified or listed under 40 CFR Part 261 or any House Hold Waste as defined in 40 CFR §261.4(b)(1). (SWMAR 1-4 & Clark County Code Chapter 9.04.010(25))

The management of medical waste is covered in the SNHD SWMAR 3-6 & 4-2.

2.2.8 Pharmaceuticals

Whether prescription or over the counter the disposal of pharmaceuticals presents a problem. Historically, the public was directed to dispose of these items by flushing them into the domestic sewer. This is no longer the preferred method of disposal. When disposing of unused pharmaceuticals, the public should follow best management practices by mixing it with inert material such as kitty litter and/or coffee grounds rendering them irretrievable before disposing in the trash.

2.2.9 Restricted Waste

Restricted waste means a solid waste with properties that make it dangerous or potentially harmful to human health and/or the environment and is prohibited from disposal in a solid waste landfill. Restricted wastes include hazardous waste, universal waste, and special waste.

Facilities may be exempt from obtaining a Restricted Waste Management Permit if they meet certain standards found in the SNHD SWMAR Section 4-3.01(A)

2.2.10 Septic Waste, Sewage Sludge, and other Liquid Waste

Sewage and septic waste are wastewater and excrement conveyed in solution or suspension to be removed in a sanitary manner. Also known as domestic or municipal wastewater, it consists mostly of grey-water (from sinks, tubs, showers, dishwashers, and clothes washers) and black-water (the water used to flush toilets, combined with the human waste that it flushes away).

The management of septic tank pumping and raw sewage is covered in the SNHD Solid Waste Management Authority Regulations 4-4.

2.2.11 Waste Grease

Waste Grease is defined as recovered yellow or brown grease. Yellow grease means cooking oil, used vegetable oil, recycled vegetable oil, or waste vegetable oil is recovered from businesses and industries that use the oil for cooking. It is used to feed livestock, and to manufacture soap, make-up, clothes, rubber, and detergents. Grease recovered from a grease interceptor is commonly referred to brown grease.

2.2.12 Waste Tires

Waste tire means a tire that is not fit for use as a tire. (SWMAR 1-4 & NAC 444A.270) A waste tire is not from a device not considered a vehicle as defined by NRS 484A.320, a low speed vehicle as defined by NRS 484B.637 or an off-highway vehicle as defined by NRS 490.060.

In Clark County waste tires are prohibited from disposal in a Municipal Solid Waste or Class I landfill.

The requirements and exemptions for Waste Tire Haulers are in the SNHD SWMAR 4-5. The additional requirements for a waste tire management facility are in the SNHD SWMAR 3-11.

2.2.13 White Goods

White goods means large household appliances including, but not limited to, refrigerators, washing machines, clothes dryers, and dish washers that were primarily finished with white enamel, but now are sold in other colors (SWMAR & Clark County Code 9.04.01(53)).

These items are handled and processed as plastics and scrap metal. Federal regulations require the removal of chlorofluorocarbons (CFCs) prior to shredding, flattening, or baling white goods by an approved technician. (Section 608 of the Clean Air Act of 1990, as amended)

CHAPTER 3 DESCRIPTIONS OF SOLID WASTE MANAGEMENT SYSTEMS

3.1 SNHD Solid Waste Management Authority Regulations

To protect public health, safety and the environment through preventive measures and timely correction of public health and environmental risks and to promote the safe and sanitary reuse and recycling of solid waste, the SNHD Solid Waste and Compliance Staff has drafted solid waste management regulations that were adopted by the Southern Nevada District Board of Health as the Solid Waste Management Authority.

SNHD SWMAR govern all solid waste management facilities under the authority of the SNHD SWMA. These regulations set standards for the storage, collection, transportation, processing, recycling and disposal of solid waste; outline record keeping and reporting requirements; provide for enforcement; and include provisions for the issuance, suspension and revocation of permits.

All solid waste management facilities are required to comply with the standards in Chapter 2 of the SNHD SWMAR.

3.2 Solid Waste Management Facilities

3.2.1 Class I Sites (MSW Landfills)

A Class I Site is defined as a disposal site which is comprised of at least one municipal solid waste landfill unit, or cell, including all contiguous land, structures, appurtenances and improvements on the land used for disposal of solid waste and is not a Class II Site or Class III Site. Commonly referred to as a Class I Landfill. (SWMAR 1-4 & NAC 444.5705)

Class I Sites, or Class I Landfills, are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-1. SNHD EHSs inspect these facilities a minimum of four times per year.

3.2.2 Class II Sites (MSW Landfills)

Class II Site means a disposal site which is comprised of at least one municipal solid waste landfill unit, or cell, which accepts less than twenty (20) tons of solid waste per day on an annual average, for which there is no evidence of contamination of groundwater originating from the site, which serves a community that has no other practicable alternatives for waste management, which is located in an area which annually receives no more than twenty-five (25) inches of precipitation and is not a Class I site or Class III site. This term includes all contiguous land, structures, appurtenances and improvements on the land used for the disposal of solid waste. Commonly referred to as a Class II Landfill. (NAC 444.571 & SWMAR 1-4)

Class II Sites, or Class II Landfills, would be required to comply with the additional standards found in the SNHD SWMAR Chapter 3-2. Clark County does not have any currently permitted Class II sites.

3.2.3 Class III Sites (Industrial Solid Waste Landfills)

A Class III Site is defined as a disposal site which accepts only industrial solid waste. Commonly referred to as a Class III Landfill (NAC444.5715). "Industrial Solid Waste" means solid waste derived from industrial or manufacturing processes, including but not limited to electrical power generation wastes, fertilizer and agricultural product manufacturing, construction debris and demolition, leather manufacturing, inorganic and organic chemical production, water treatment, paper, plastic and rubber manufacturing, nonferrous and ferrous metal production, and food production. Industrial solid waste does not include waste generated by mining, oil, and gas industries. (SWMAR 1-4 & NAC 444.585)

Class III Sites, or Class III Landfills, are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-3. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.4 Composting Facilities or Compost Plants

A Compost Plant is defined as a facility where compost is produced by the process of composting (SWMAR 1-4). Composting is defined as a biological process of

degrading organic materials that is facilitated and controlled through the intentional and active manipulation of piles and/or windrows (SWMAR 1-4 & NAC 444.572). (SWMAR 1-4)

Composting Facilities, or Compost Plants, are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-4. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.5 Materials Recovery Facilities

Materials Recovery Facility means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment or any combination of those materials. This term does not include facilities that receive only recyclable materials that have been separated at the source of waste generation if further processing of the materials generates less than ten (10) percent waste residue by weight on an annual average, a salvage yard used for the recovery of used motor vehicle parts, or a facility that recovers less than twenty-five (25) percent of recyclable material from the solid waste received on an annual average. (Clark County Code Chapter 9.04.010(24)) (SWMAR 1-4)

Materials Recovery Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-5. SNHD EHSs inspect these facilities a minimum of four times per year.

3.2.6 Medical Waste Management Facilities

A Medical Waste Management Facility is a facility that collects, stores, transports, transfers, processes, treats and/or disposes of medical waste. (SWMAR 1-4)

Medical Waste Management Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-6. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.7 Recycling Centers

Recycling Center means a facility designed and operated to receive, store or process recyclable material which has been separated at the source from all but residual solid waste. A Recycling Center does not include a facility that recycles less than ninety percent (90%) of materials accepted per year, by weight, a Materials Recovery Facility, a Transfer Station, a Compost Plant, a Hazardous Waste Recycling Center or a Solid Waste Storage Bin Facility. (Clark County Code Chapter 9.04.010(38)) (SWMAR 1-4)

Recycling Centers are required to comply with the Standards for Solid Waste Management Facilities found in Chapter 2 of the Solid Waste Authority Regulations. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.8 Solid Waste Storage Bin Facilities

Solid Waste Storage Bin Facility means a facility that provides one or more portable containers which are used for the collection of solid waste for transport to a solid waste management facility or disposal site. The term does not include residential or commercial waste containers that are located on or near the site of waste generation. (SWMAR 1-4)

Solid Waste Storage Bin Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-8. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.9 Transfer Stations

Transfer Station means a solid waste processing site where solid waste is transferred from one vehicle to another vehicle or storage device for temporary storage until transferred to a disposal site. Some processing may be included therein. The term does not include solid waste storage bin facilities. (SWMAR 1-4)

Transfer Stations are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-9. SNHD EHSs inspect these facilities a minimum of four times per year.

3.2.10 Waste Grease Facility

Waste Grease Facility means a facility for the collection, storage and/or processing of waste grease including, but not limited to a processing plant, a Transfer Station or trans-shipment facility. (SWMAR 1-4)

Waste Grease Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-10. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.11 Facility for the Management of Waste Tires (Waste Tire Management Facility)

Facility for The Management Of Waste Tires means a site where waste tires are deposited for processing, recycling or use as a fuel. A facility that receives waste tires only inadvertently, unintentionally or that are incidental to the load being received is not a Facility for The Management of Waste Tires. (NAC 444A.210) (SWMAR 1-4)

Waste Tire Management Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-11. SNHD EHSs inspect these facilities a minimum of two times per year.

3.2.12 Waste to Energy/Fuel Facilities

Waste to Energy/Fuel Facility means a facility that produces energy in the form of electricity or a fuel such as methane from solid waste using some process of conversion. This process may be thermal (gasification, thermal depolymerization, incineration, pyrolysis, plasma arc gasification, etc.) or non-thermal (anaerobic digestion, fermentation, mechanical biological treatment, etc.). (SWMAR 1-4)

Waste to Energy/Fuel Facilities are required to comply with the additional standards found in the SNHD SWMAR Chapter 3-12. SNHD EHSs inspect these facilities a minimum of two times per year.

3.3 Solid Waste Collection/Franchises

3.3.1 Boulder City

Waste Logistics Nevada, doing business as Boulder City Disposal, is the exclusive franchise holder for the city of Boulder City. This agreement gives Waste Logistics Nevada the sole right to provide solid waste collection services, including residential single stream recycling and commercial recycling, within Boulder City. All solid waste is transported by Waste Logistic Nevada to a Class I Landfill owned by Boulder City and operated by Waste Logistics Nevada.

3.3.2 Clark County-Unincorporated

Republic Services is the exclusive franchise holder for unincorporated Clark County. This agreement gives Republic Services the sole right to provide solid waste collection services, including residential single stream recycling, within unincorporated Clark County. Solid waste is transported by Republic Services from the point of collection to transfer stations, where it is consolidated and placed into long haul trailers to be taken for disposal to the Apex Regional Landfill or directly hauled to Apex Regional Landfill or the Laughlin Landfill.

3.3.3 Henderson

Republic Services is the exclusive franchise holder for the City of Henderson. This agreement gives Republic Services the sole right to provide solid waste collection services, including residential single stream recycling, within the City of Henderson. Solid waste is transported by Republic Services from the point of collection to transfer stations, where it is consolidated and placed into long haul trailers to be taken for disposal to the Apex Regional Landfill or directly hauled to Apex Regional Landfill.

3.3.4 Las Vegas

Republic Services is the exclusive franchise holder for the city of Las Vegas. This agreement gives Republic Services the sole right to provide solid waste collection services, including residential single stream recycling, within the city of Las Vegas. Solid waste is transported by Republic Services from the point of collection to transfer stations, where it is consolidated and placed into long haul trailers to be taken for disposal to the Apex Regional Landfill or directly hauled to Apex Regional Landfill.

3.3.5 Mesquite

Virgin Valley Disposal is the exclusive franchise holder for the City of Mesquite. This agreement gives Virgin Valley Disposal the sole right to provide solid waste collection services, including curbside recycling, within the City. All solid waste is transported by Virgin Valley Disposal to a Class I Landfill owned by the City and operated by Virgin Valley Disposal or transported away for recycling.

3.3.6 North Las Vegas

Republic Services is the exclusive franchise holder for the City of North Las Vegas. This agreement gives Republic Services the sole right to provide solid waste collection services, including residential single stream recycling, within the City of North Las Vegas. Solid waste is transported by Republic Services from the point of collection to transfer stations, where it is consolidated and placed into long haul trailers to be taken for disposal to the Apex Regional Landfill or directly hauled to Apex Regional Landfill.

3.3.7 Non-Franchise Diversion Programs

Permitted private businesses accept and process recyclable materials outside franchise agreements. Municipal codes allow the collection and transport of commercially generated source separated recyclables and construction and demolition debris by any properly licensed company.

3.3.8 New Business License Investigations

A new business applying for a Clark County business license generates a referral to the Solid Waste and Compliance Section for investigation of possible permitting requirements. SNHD staff visits all new businesses that may require permitting, meets with the owner/operator, and generates a response to Clark County.

Unpermitted solid waste management facilities are brought into compliance through the Solid Waste and Compliance complaint process via an Administrative Order and/or Notice of Violation. These facilities will either cease operations or obtain the required permits.

3.4 Illegal Dumping

Illegal dumping means causing solid waste to be placed, deposited or dumped in or upon any street, alley, public highway or road in common use, or upon any private property, public park or other public property other than properly designated or set aside for such purpose by the government for proper land disposal (SWMAR 1-4).

Complaints made by the public provide the most common source of information, but Solid Waste and Compliance also receives complaints from government representatives from the various jurisdictions.

Complaints fall into two major categories: those that require an immediate response and those that can be handled in the course of routine work. Sewage overflows are an example of an imminent health threat that must be remediated immediately upon discovery.

3.4.1 Enforcement

The Southern Nevada Health Disctrict (SNHD) Board of Health is the Solid Waste Management Authority (SWMA) for Clark County, Nevada. Solid Waste and Compliance staff enforce solid waste regulations on behalf of the District Board of Health. Currently, the Solid Waste and Compliance section employs nine (9)

Environmental Health Specialists (EHS) who investigate incidents of illegal dumping, prepare cases to prosecute those responsible for the illegal dumping through an administrative hearing process, and ensure that solid waste is removed and properly disposed.

In the event those responsible for the illegal dumping are not identified, the property owner is ultimately responsible for mitigating the dump site. In such cases, the property owner is obligated to remove and properly dispose of the illegally dumped solid waste.

In cases where the illegal dumping was witnessed (or conclusive evidence was gathered), the assigned EHS vigorously pursue prosecution of the responsible party. Prosecution occurs through an administrative hearing process where a Hearing Officer has the power to assess administrative pentalties to the individual(s) found to have violated Nevada State law(s) or SNHD SWMA Regulations. These penalties range from five hundred (\$500) to five thousand (\$5,000) dollars per incident, per day and may also require the responsible party to remediate the site and properly dispose of the illegally dumped solid waste at their own additional expense.

Prior to the establishment of the administrative hearing, cases of illegal dumping were prosecuted as misdemeanors through local municipal or justice courts. They were not a high priority for the courts, and therefore satisfactory resolutions were rare.

Solid Waste Compliance staff often work with other municipal representatives including code enforcement officers. Code Enforcement Officers enforce solid waste code for their respective municipalities. Each municipality has enforcement mechanisms they utilize to have residents and businesses clean up solid waste.

SNHD Solid Waste and Compliance Illegal Dumping Totals						
	2013	2014	2015	2016	2017	
Complaints	1499	1731	1396	1281	1477	
Cases	184	119	101	69	66	
Penalties Assessed (\$)	314,177	214,910	158,484	62,406	74,133	
Penalties Collected (\$)	165,057	151,715	92,348	57,177	86,423	

SNHD Illegal Dumping Complaints, Cases and Monetary Penalties documented from 2013-2017 fiscal years. (amount collected per year is indicative of total money collected during that time frame not solely from cases originating and/or terminating during that time frame.)

Solid Waste Laws and Regulations

4.1 Federal Laws and Regulations

Federal solid waste regulations apply to solid waste disposal sites and relate to the protection of human health and the environment. The Resource Conservation Recovery Act of 1976 (RCRA), as amended, provides the statutory basis for federal regulation of solid waste. Subtitle D of RCRA applies specifically to Municipal Solid Waste (Class I & II) landfills. These regulations are found in Volume 40 of the Code of Federal Regulations, Part 258 (40 CFR Part 258) and are commonly referred to as Subtitle D regulations.

4.2 Nevada Revised Statutes (NRS) and Nevada Administrative Codes (NAC)

NRSs are the laws established by the legislative branch of the Nevada government. NACs are requirements adopted by governmental regulatory agencies to implement statutes. Codes have the effect of law because they are enforceable under the authority granted to regulatory agencies by the statutes.

State regulations governing solid waste management facilities were adopted pursuant to NRS 444.560 and can be found in NAC 444.570 to 444.7499. They are based largely on 40 CFR Part 258. Current regulations apply to all types of solid waste management facilities with specific sets of regulations for several specific types of facilities including: transfer stations (NAC 444.666 – 66645), public waste storage bin facilities (NAC 444.66647), compost plants (NAC 444.670), incinerators (NAC 444.672), landfills (NAC 444.6769 – 747), and materials recovery facilities (NAC 444.7474 – 74779)

4.3 Municipal Codes

The county and each incorporated municipality have adopted codes related to Solid Waste Management, including storage, collection, transportation, and disposal. Those codes can be found on the corresponding jurisdictions websites.

4.4 SNHD Regulations

Pursuant to NRS 444.580, the SNHD Board of Health, as Solid Waste Management Authority for Clark County and all incorporated municipalities, has adopted regulations governing the storage, collection, processing, treatment, and disposal of solid waste. These regulations can be found on the SNHD website.

FINANCIAL SUSTAINABILITY

5.1 Introduction

SNHD has an annual fee schedule approved by the SNHD Board of Health. Each service provided by SNHD has a clearly delineated associated fee on the current fee schedule, which is posted on the SNHD website. These fees were calculated carefully as fee-for-service, in the interest of collecting the precise amount of funding to operate Solid Waste Management Programs to their optimal levels.

The fee schedule goes through an extensive public review period prior to being placed into effect, giving the business community opportunities to offer their opinions and reasons as to why a fee is or is not necessary and sufficient to cover the related service provided.

5.2 Current Funding Sources

Funding for the Solid Waste and Compliance section is generated through plan review fees, permit fees, administrative penalties, state tire fund and tipping fees.

If additional grant funding becomes available, SNHD always attempts to apply for relevant program dollars.

5.2.1 Permits and Fees

SNHD operates under a fee schedule that came into effect July 1, 2010. Waste Management Fees and other funding sources are discussed below.

Solid Waste Management Plan Review Fees

A permit to operate must be obtained for any solid waste management facility in Clark County. Solid Waste Plan Review has established a formal process for an operator to obtain approval to operate a facility for the management of solid waste in Clark County. In addition, the purchase of an existing solid waste

management facility requires a new permit to operate. Based on the type of solid waste management facility and/or if a variance or waiver is required the fees vary considerably.

Solid Waste Management Annual Operating Permit Fees

Once a facility is open and functioning, compliance inspections are conducted at all permitted disposal sites in Clark County. To cover staff costs, a fee schedule has been developed based on the type of solid waste management facility and the associated operational complexity.

If the facility chooses to make alterations that are of a nature or extent where a permit modification is necessary, then they must apply for a plan review of the modification. Additionally, these fees are utilized to cover the cost of investigations of unpermitted solid waste management facilities.

Waste Asbestos Transport Permit Fees

As per the State of Nevada regulations for the disposal of asbestos (NAC 444.972), the SNHD has been issuing Waste Asbestos Transport permits upon receipt of an application.

The solid waste plan review fees, annual operating permit fees for permitted solid waste management facilities and waste asbestos transport permit fees generated approximately \$230,000 during fiscal year 2017.

Restricted Waste Management Permit

Solid Waste and Compliance staff inspect facilities that generate restricted waste once a year (category I) or once every three years (category 2). Restricted waste management fees generated approximately \$725,000 during fiscal year 2017.

Solid Waste Management Authority Hearing Officer Penalties

During fiscal year 2017 SNHD collected approximately \$105,000 from Hearing Office penalties.

5.2.2 State Tire Fund

The State Tire Fund is the result of a fee collected for each tire sold in Nevada. According to NRS 444A.090, the sale of each tire results in the collection of one dollar per tire sold. This goes into a fund for solid waste management. The amount of dollars in the fund is split between four agencies within the State of Nevada: NDEP, receives 44.5 percent; Washoe County Health District receives 25 percent; SNHD receives 30 percent; and the Nevada Department of Taxation receives the remaining 0.5 percent. Based on this distribution, SNHD received approximately \$595,000 during fiscal year 2017.

5.2.3 Tipping fees

In February 2004, a solid waste management fee was implemented to increase the SNHD's (SNHD) capability to effectively enforce the Solid Waste Management Regulations and statutes in Clark County, Nevada. This solid waste management fee is paid by third-party commercial customers of all Transfer Stations and Landfills in Clark County. The tipping fee is a charge of 2.3 percent collected by the operators of all transfer stations and landfills in Clark County, Nevada. SNHD received approximately \$210,000 during fiscal year 2017.

CLARK COUNTY EMERGENCY SOLID WASTE MANAGEMENT

6.1 Introduction

The Clark County Office of Emergency Management (CCOEM) provides guidance for the government of Clark County to outline the concept of operations, organizational plan, and responsibilities for managing and coordinating the occurrence or immediate threat of severe damage, injury or loss of life or property resulting from any natural or man-made cause, including but not limited to hazardous substance releases, bioterrorism, emerging epidemics, fire, flood, earthquake, storms, radioactive material, explosion, aircraft accidents, avalanches, civil disturbances, dam failure, fuel shortages, terrorists acts, water shortages, or hostile military or paramilitary action and restore essential services within a disaster area. The CCOEM provides a single point of coordination to facilitate and support the resources that will enable Clark County to mitigate, prepare for, respond to and recover from emergencies. To clarify their guidance, the CCOEM periodically generates a Clark County Emergency Management Basic Plan (CCEMBP).

6.2 Function

The Clark County Emergency Management Basic Plan (CCEMBP) is a document which applies to the government of Clark County and provides guidance to local jurisdictions, the private sector, non-governmental organizations, and the public involved in the management of incidents, emergencies, or disasters within the geographic boundaries of Clark County.

SNHD has a primary responsibility under the CCEMBP for extreme heat emergencies. In addition, they may be called upon, depending upon the type of emergency, to participate under the Incident Command System (ICS) as a responder.

One responding role that SNHD/ SWMA may be required to perform is facilitating the collection, management and disposal of wastes generated during an

emergency event. Potential debris management operations are outlined in Annex X of the CCEMBP and will depend on the nature, duration, location, magnitude, and severity of the disaster incident generating debris. These factors will necessitate close coordination between local, state, and federal law enforcement, and SWMA, representing health and environmental interests in the community.

The CCEMBP can be found online at the Clark County Government website.

7 PROGRAM EVALUATION

7.1 Future Waste Generation and Changes in Capacity

7.1.1 Boulder City

Waste Logistics Nevada estimates their daily disposal rate is approximately 80 tons. Boulder City recently completed an expansion of their landfill. Class I Landfills are required to complete a volumetric survey at least once every five years. The most current volumetric survey states that the Boulder City Landfill has approximately 227 years of airspace remaining. The growth of Boulder City is limited by the city. The current landfill capacity would allow a significant increase in additional solid waste production.

7.1.2 Las Vegas Valley and surrounding areas

Annual volumes at the Apex Regional Landfill have been trending upwards since 2012. The daily average tonnage during 2017 was approximately 7,000 tons a day. Class I Landfills are required to complete a volumetric survey at least once every five years. The most current volumetric survey states that the Apex Regional Landfill facility has approximately 258 years of airspace remaining. The population of Southern Nevada continues to rise dramatically; however, the remaining airspace in the Apex landfill will suit the needs of the valley for the foreseeable future.

The Wells Cargo Landfill is available within the Las Vegas Valley for disposal of inert construction aggregate waste. The most current volumetric survey projected the landfill had at least 28 years of remaining operating life.

7.1.3 Laughlin, Urban Solid Waste Service Area

The Laughlin landfill is the final disposal site for nearly all solid waste generated in Laughlin. The landfill accepted approximately 30,000 tons in 2017. Class I

Landfills are required to complete a volumetric survey at least once every five years. The most current volumetric survey states that the Laughlin Landfill facility has approximately 36 years of airspace remaining.

7.1.4 Mesquite

The Virgin Valley Landfill is the final disposal site for solid waste generated in Mesquite. The landfill accepted approximately 30,000 tons in 2017. The most current volumetric survey states that the Virgin Valley Landfill has approximately 17 years of airspace remaining. As this landfill is in Lincoln county additional information can be obtained from NDEP.

7.2 Future Considerations

In 2008 Republic Services began a pilot program for single stream recycling. The program participants were given two large bins; one for recyclables and one for trash. Once a week the trash and recyclables were picked up and Republic Services separated the recyclables at its disposal facility. This program has been adopted by all the jurisdiction. The final roll out is due to be completed by December 2018.

In 2015 Republic Services built a 110,000-square foot Materials Recovery Facility which can process a maximum of 2,000 tons per day of source separated material. The facility serves the whole of the Las Vegas Valley.

Southern Nevada recycling outcomes could be further improved if decision makers had accurate and current waste stream characterization information. Community-specific information would allow for the maximizing of waste stream asset recovery.

A characterization study could be a collaborative effort between waste haulers/processors, SNHD, the University of Nevada-Las Vegas, and the municipalities. This would be a regular part of waste management planning. In order to verify progress and allow for strategy adjustments, the analyses would



SNHD SWMP

Section	Comment	Response
1.1	The plan indicates a 5 year revision schedule which the NDEP supports. In accordance with Section A-1, the NDEP has agreed to review the SNHD SWMP on an annual basis. The NDEP requests that any proposed changes to the plan be addressed during the annual review, and will continue to review this plan when a revision is submitted. Paragraph (1) Putresciblemust be collected within 24 hours of generation.	Agreed
1.2.1	Per this plan service is required by all residents and available on a weekly basis. How will SNHD implement 24 hour removal?	Amended to commercial. Response, if necessary, is complaint based.
1.2.2	Why doesn't this section talk about the recycling rate goals (25%), or the goal established by SNHD for Republics single stream operaions (35%)?	25% goal added. XXX
1.3	Indicates that the NDEP designated SNHD as the management authority under NRS 444.595. Current regulations do not have a NRS 444.595. The authority to be the management authority comes from the MOU in accordance with NRS 277.180.	
2.1.2	If i am missing something or you have a different point of view lets discuss. Can you elaborate on why Clark County exports a significant amount of waste in spite of ample disposal	Amended
3.3.1-3.3.6	capacity? Where can one look to review the Franchise Agreement?	Free market. Appendix A
3.4.1	Does SNHD use any funds collected as civil penalties from violations of NRS 444.555, 583 or 630?	Yes, SNHD collects administrative penalties during our administrative hearings.
5.1	Is there a reason that SNHD is identified twice in the first sentence? "The SNHD (SNHD) has"	Corrected
5.2.1	Pg. 32 under "Solid waste management annual operating fees." The last sentence in the second paragraph reads funny and should be modified.	Corrected

Where can one go to review and verify the life expetancy of the landfills listed in 7.1.1, 7.1.2, 7.1.3 7.1 and 7.1.4. Typically the SWMP goes into greater detail regarding projected population growth within the county and the county's ability to manage the increase Additional information added to the Plan in waste generation per person. Is republic conducting single stream recycling per paragraph 1 or source separated at the MRF per 7.2 paragraph 2 or are they doing both? If both where is the single stream being separatted? Republic operates both through at their permitted MRF Paragraph 3 indicates that decision makers need more accurate infromation. NAC 444A.120(1)(a)(4) 7.2 authorizes SNHD to gather any additional informatin SNHD is currently exploring options for education to which demostrates that the program will ensure that the general population that would increase the volume the goal can be met. Why wouldn't SNHD ask for and improve the quality of recyclable materials characterizations from the generators collected. Paragraph 4 identifies the desire to condut a waste 7.2 characterization study. Luke Franklin with WCHD just completed a county wide characterizaion study and may have some lessons learned that could be helpful. Noted. Given the landlocked nature of the facility, cap and What direction will Wells Cargo go in the next 28 closure would seem the only option. Wells Cargo and 7.1.2 years? Do they have a planned expansion or are they SNHD have not had discussions around closure at this going to cap and close? time. The NDEP will contact lincoln county to determine 7.1.4 future plans for the Mesquite landfill...unless you know SNHD does not have information on the Virgin Valley

landfill in Lincoln County.

if there is an expansion or closure planned in 9 years.



ATTACHMENT G - BUSINESS IMPACT STATEMENT

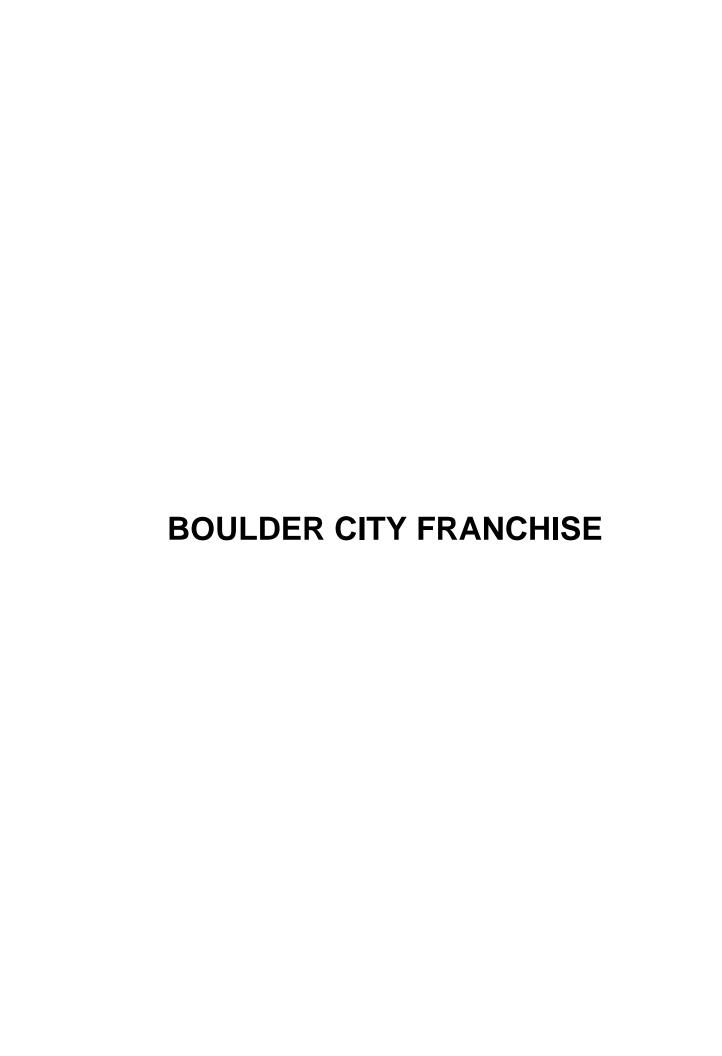
BUSINESS IMPACT STATEMENT

Adoption of the Proposed Solid Waste Management Plan for Clark County, Nevada

Pursuant to Nevada Revised Statutes (NRS) Chapter 237.090 and NRS Chapter 237.080, consideration of business impact statement at hearing conducted to adopt the proposed Solid Waste Management Plan for Clark County, NV. Comments were solicited from affected businesses in the solid waste industry in Clark County. The manner in which the comments were gathered included:

- 1. The July 18, 2018 "Public Notice" announcement of the October 25, 2018 hearing at the Southern Nevada Health District (SNHD) was posted in the lobbies at the Clark County Government Center, the Las Vegas City Hall, the Henderson City Hall, the North Las Vegas City Hall, the Mesquite City Hall, the City of Boulder City-City Hall, the Laughlin Regional Government Center, and the Southern Nevada Health District Ravenholt Public Health Center and on the Southern Nevada Health District Internet Website; and advertised in the LAS VEGAS REVIEW JOURNAL, LAUGHLIN NEVADA TIMES, and the MESQUITE LOCAL NEWS. The notice was available at four public workshops. The notice provided dates and times for hearing and workshops, and instructions on how to provide comments to the SNHD Environmental Health Division in person or in writing by postal mail and Email.
- 2. Four Public Workshops were scheduled; August 28, 2018 at 10:00 am and 6:00 pm at SNHD facility in Las Vegas, August 29, 2018 at the Regional Government Center in Laughlin, and August 30, 2018 at the Mesquite City Hall. No written comments or oral comments were received at any of the public workshops. An audio tape was made of the proceedings, and verbatim testimony transcribed of each. One member of the community attended the workshop in Mesquite and one member of the community attended the workshop in Laughlin but neither provided either written or verbal comments. No members of the public appeared at either of the Las Vegas workshops.
- 3. Written comments have been received and incorporated into the final plan.
- 4. The estimated economic effect of the proposed new draft plan on the regulated businesses is minimal. The Plan is intended to be a guide and an informational resource to support solid waste management laws, regulations and policies. Key users are the Nevada Legislature, the State Environmental Commission, NDEP, the Southern Nevada Health District, and other state & local agencies. The Plan may also be useful to Clark County's waste management service providers, including landfill operators, refuse collectors and recyclers, as well as solid waste generators, including all of Clark County's industries, businesses and residents. Implementation of items in the Plan that are identified for "future consideration" could further enhance a sound program of solid waste management in Clark County.
- 5. The estimated cost to the Southern Nevada Health District for overseeing the proposed plan is minimal. There are no enforcement activities associated with the plan and operating costs will be maintained through the normal SNHD Environmental Health Division plan review and permit fees.

APPENDIX A FRANCHISE AGREEMENTS



AMENDED AND RESTATED FRANCHISE AGREEMENT 98-A534F

SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING AGREEMENT

THIS SOLID WASTE COLLECTION, DISPOSAL AND RECYCLING AGREEMENT ("Agreement") is made and entered into on this 28 day of August, 2018 ("Effective Date"), by and between the City of Boulder City, Nevada, a municipal corporation organized under the laws of the State of Nevada, acting by and through its duly elected Mayor and City Council (hereinafter the "City") and Waste Logistics Nevada, Inc., a Nevada corporation (hereinafter "Waste Logistics" or " Contractor"). City, Waste Logistics and Contractor are also referred to herein as "Parties" and individually as a "Party."

RECITALS

WHEREAS, the City entered into Agreement No. 98A-534 on October 12, 1998, with Boulder Disposal, LLC for solid waste city collection, disposal, and recycling services (the "Original Agreement");

WHEREAS, on December 14, 2004, the City and Boulder City Disposal entered into amendment No. 98-A534A for the assignment of the Original Agreement to Waste Logistics, which was adopted by resolution No. 4461;

WHEREAS, also on December 14, 2004, the City entered into an assignment of the Original Agreement with Waste Logistics through Amendment No. 98-A534B, which was adopted by Resolution No. 4462;

WHEREAS, on March 13, 2012, the Parties entered into Amendment No. 98-A534C further modifying the terms of the Original Agreement;

WHEREAS, the Parties now wish to further amend the terms of the Original Agreement and the amendments thereto, and to consolidate the Original Agreement and all of the prior amendments thereto into this single operative document;

WHEREAS, the Parties also wish to extend the term of the Original Agreement until October 12, 2031, as set forth in this Agreement; and

WHEREAS, as consideration for the extension of the term of the Original Agreement, Waste Logistics has agreed to purchase certain equipment and vehicles during the term of the Agreement.

NOW THEREFORE, for the consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

AGREEMENT

SECTION ONE

DEFINITIONS

- 1.0 For the purposes of this Agreement, the following words, phrases, and terms shall have the meaning ascribed to them in this Section, as follows:
- 1.1 "Agreement" shall mean this Agreement and any amendments agreed upon by the City and Contractor.
- 1.2 "Best Efforts" shall mean, in the case of any contingent obligation of the City or Contractor, that the Party so obligated will make a good faith effort to accomplish the stated goal, task, project or promised performance, provided such term does not imply a legal obligation to take any specific action if, in the case of the City, such action in the reasoned opinion of the City would not be prudent given public needs and projects, or in the case of Contractor, such action would in the reasoned and sole opinion of Contractor be financially or timely unreasonable.
- 1.3 "Bulky Items" shall include, but not be limited to, such items as chairs, tables, console television sets, couches, mattresses, cabinets and dressers, appliances and other items as mutually agreed upon by the City and Contractor.
- 1.4 "City" shall mean Boulder City, Nevada, a Municipal Corporation established under the laws of the State of Nevada.
- 1.5 "City Service Area" shall be the corporate limits of the City as of June 1, 2012, and if authorized specifically by the City, certain portions of unincorporated Clark County, including, Eldorado Valley, Nelson Township, and Lake Mead Recreation Area as specified on Attachments A and B.
 - 1.6 "City Council" shall mean the elected City Council of the City.
- 1.7 "Commercial Customer" shall mean businesses, institutions, schools, governmental agencies and similar users of commercial-type Solid Waste & recycling collection services. Commercial Customers may include mobile home parks, recreational vehicle parks, and multifamily residential properties only if the properties are billed collectively, not individually.

All individually billed mobile home parks, recreational vehicle parks and multi-family residential properties will be considered Residential Customers.

- 1.8 "Contractor" shall mean Waste Logistics Nevada, Inc., a Nevada corporation.
- 1.9 "Change in Control" shall mean any sale, merger, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers fifteen percent (15%) or more of the beneficial interest therein from one to another. Notwithstanding the foregoing, intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited liability companies, limited partnerships, or any other entity owned or controlled by the Contractor upon the Effective Date of this Agreement shall not constitute a Change in Control.
 - 1.10 "Customer" means all users of Solid Waste Services.
- 1.11 "Curb" or "Curbside" shall mean a Residential Customer's property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways, or on-street parking. If extraordinary circumstances preclude such locations, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment and approved by the City. Any disagreement over correct placement of Containers for collection will be determined by the City.
- 1.12 "Detachable Container" means a watertight container equipped with a tight-fitting cover capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard and not greater than eight (8) cubic yards in capacity.
- 1.13 "Disposal Site" shall mean the landfill permitted by SNHD located at 2500 Utah Street, Boulder City, Nevada, at which the Solid Waste is dumped, including, but not limited to, the Landfill.
- 1.14 "Drop-box Container" shall mean an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer's site.
- 1.15 "Garbage" shall mean all Putrescible and non-Putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers in appropriate bins, bags, cans, carts, or other receptacles for collection and disposal by the Contractor. The term "Garbage" shall not include Hazardous Wastes, Special Wastes or Recyclables.

- 1.16 "Garbage Container" shall mean a container of metal, plastic, fiberglass or other material approved by the City and the Contractor, having suitable bails or handles, tight-fitting covers, being watertight, insect and rodent proof, with a capacity of not less than five (5) gallons nor more than thirty-two (32) gallons and not weighing in excess of seventy-five (75) pounds when filled.
- 1.17 "Hazardous Waste" shall have the meaning ascribed to it in Nevada Revised Statutes (NRS) 459.430, and as that statute may be amended during the term of this Agreement.
- 1.18 "Household Hazardous Waste" shall mean those hazardous wastes normally associated with household use such as antifreeze liquids, batteries, white goods (appliances and scrap metal), appliances containing freon, solvents, paints, pesticides, pool acids, household cleaners and fertilizers, as defined in NRS 459.432 and as that statute may be amended during the terms of this Agreement.
- 1.19 "Implementation Plan" means the Contractor's plan which includes major tasks and key dates to ensure an efficient and successful transition and implementation of service provisions as outlined in the Agreement.
- 1.20 "Landfill" shall mean the Boulder City Class 1 Municipal Landfill approved by the SNHD, located at 2500 Utah Street, Boulder Nevada, City, consisting of that area of land or excavation within the City that receives and disposes of Solid Waste without creating Nuisances or hazards to public health or safety by utilizing sound engineering principles to confine the Solid Waste to the smallest practical area, to reduce it to the smallest practical volume, and to cover it with a layer of soil or other material approved by the SNHD.
- 1.21 "Lateral Expansion" shall mean the horizontal expansion of the waste boundaries of the Landfill.
- 1.22 "Liquid Waste" shall mean any waste material which is determined to contain free liquids as a result of a paint filter liquids test.
- 1.23 "Medical Waste" shall have the meaning ascribed to it in 49 Code of Federal Regulations, Part 173, Appendix G.
- 1.24 "Mixed Paper" shall mean magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging and other fiber-based materials meeting industry standards. Mixed Paper shall not include the following items: tissue paper, paper towels, food contaminated paper or cardboard, and paper packaging combined with plastic, wax or foil.

- 1.25 "Multifamily Complex" shall mean a multiple-unit residence with attached or unattached units billed collectively. Unattached or attached multiple-unit residences billed individually are not considered a Multifamily Complex for the purpose of this Agreement.
 - 1.26 "NAC" shall mean the Nevada Administrative Code.
 - 1.27 "NRS" shall mean the Nevada Revised Statutes.
- 1.28 "Nuisance" shall mean anything which is injurious to health, offensive to the senses, or an obstruction to the free use of property, or that interferes with the comfortable enjoyment of life or property, impairs the environment, surface or underground water.
- 1.29 "Operations Plan" shall mean the plan approved by SNHD which includes detailed activities and procedures related to the effective implementation and operation of the Agreement throughout the Agreement term. Operations Plan dated June 17, 2017, is included by reference and may be updated throughout the term of this Agreement.
- 1.30 "Pathological Waste" shall mean animal remains, consisting of carcasses, organs and solid organic waste from veterinarians, laboratories, abattoirs, animal pounds and similar sources.
- 1.31 "Permit" shall mean the authorization granted or issued by the SNHD to operate, modify or expand a Recycling Center and Landfill.
- 1.32 "Person" shall mean any natural person residing within the City Service Area, any form of business or social organization, and any other non-governmental legal entity located within the City Service Area, including, but not limited to, a corporation, a partnership, an association, a trust or an unincorporated organization, but does not include a government, a governmental agency or a political subdivision of a government.
- 1.33 "Plastic Bags" shall mean plastic or paper bags used in lieu of a Garbage Container of sufficient strength to prevent bursting or separating, whether in place or being handled by workmen, which are tied or closed when ready for collection.
- 1.34 "Post-Closure" shall mean the period immediately following the closure of a Disposal Site or Landfill, the duration of which is determined in accordance with the provisions of NAC 444.894.
- 1.35 "Premises" shall mean any dwelling house, dwelling unit, apartment house or multiple dwelling building, trailer or mobile home park, store, restaurant, rooming house, hotel, motel, office building, school, public building, manufacturing, processing or assembling shop or

plant, warehouse, and any other place where any Person resides, or any business is carried on or conducted, within the City.

- 1.36 "Private Road" shall mean a privately owned and maintained way that allows for access by a service truck and that serves multiple Premises.
- 1.37 "Public Street" shall mean a public right-of-way used for public travel, including public alleys.
- 1.38 "Putrescible" shall mean Solid Waste capable of being decomposed by microorganisms with sufficient rapidity as to cause a Nuisance from odors or gases.
- 1.39 "Recyclables" shall mean reusable products that Customers have source-separated for delivery or transporting to the Recycling Center, including, but not limited to, glass, newspapers, telephone books and other mixed paper products, cardboard, plastic containers, cans, used motor oil, copper, insulated metal wire, brass, radiators, lead, batteries, stainless steel, aluminum, and iron and steel products, excepting shopping carts or wire rope not cut into five (5) foot lengths or less.
- 1.40 "Recycling Container" shall mean a Contractor provided recycling cart or Detachable Container suitable for on-site collection, storage and placement of Recyclables at residences, Multifamily Complexes and commercial locations.
- 1.41 "Recycling Center" shall mean a facility or operation established by Contractor at the Landfill for the purchase and processing of Recyclables. As used in this Agreement, the term "Landfill" often includes the Recycling Center.
- 1.42 "Residential Customer" shall mean a single-family residence and all individually billed mobile home parks, recreational vehicle parks and multi-family residential properties within the City Service Area that receive Solid Waste Services at the Curb.
- 1.43 "Residential Drop Box Area" shall mean an intermediate collecting point for Solid Waste transferred from a vehicle by the Contractor or other users of the Landfill to a storage bin or other container for temporary storage pending transfer to the Landfill.
- 1.44 "Solid Waste" shall mean Putrescible and non-Putrescible refuse in solid or semisolid form, including, but not limited to, Garbage, rubbish, junk vehicles, ashes or incinerator waste, solid or semisolid commercial and industrial waste, generated within the City Service Area, excluding Hazardous Waste.
 - 1.45 "Solid Waste Services" shall mean the collection and disposal of all Solid Waste.

- 1.46 "Special Waste" shall mean polychlorinated biphenyl (PCB) wastes, industrial process wastes, asbestos-containing materials, petroleum contaminated soils, treated/decharacterized wastes, medical wastes, or other wastes that require special handling in accordance with applicable federal, state, county or local laws or regulations.
 - 1.47 "SNHD" shall mean the Southern Nevada Health District of Clark County, Nevada.
- 1.48 "White Goods" shall mean all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors, and shall also include any other items as mutually agreed to by the City and the Contractor.

SECTION TWO

EXCLUSIVE RIGHTS OF CONTRACTOR

2.1 Contractor is granted the exclusive right and franchise to collect Solid Waste within the City Service Area, operate the Landfill, deposit, accept and dispose of Solid Waste, Household Hazardous Waste, and collect, purchase and process Recyclables generated within the City Service Area. However, depositing Hazardous Waste, Medical Waste and Pathological Waste in the Landfill is prohibited, except as elsewhere provided herein. Household Hazardous Waste may be deposited in the Landfill, but only after being processed so that such waste is no longer in liquid form.

SECTION THREE

EXCEPTION TO CONTRACTOR'S EXCLUSIVE RIGHTS

- 3.1 Notwithstanding the exclusive rights of Contractor granted pursuant to this Agreement, the Contractor's exclusive franchise will not extend to Medical Waste or commercial oil/grease, food waste or materials used for composting by a business licensed by the City to conduct such composting, or any other Recyclables that are not part of Contractor's recycling program.
- 3.2 Additionally, Residential and Commercial Customers may deposit Solid Waste that is generated within the City Service Area at the Landfill only under the following terms and conditions:
 - 3.2.1 Residential Customers may transport and deposit their Solid Waste in the Residential Drop Box Area at the Landfill. If Residential Customers transport and deposit

their Solid Waste in the Residential Drop Box Area by utilizing their own vehicles, the Residential Customers will not be charged any fee for the deposit. Notwithstanding the foregoing, if Residential Customers transport and deposit their Solid Waste in the Residential Drop Box Area by utilizing a third-party individual or business, the third-party individual or business will be charged a fee for the deposit at the rate established in Attachment E.

- 3.2.2 Commercial Customers, licensed by the City, may deposit their Solid Waste at designated deposit areas at the Landfill at the rate established in Attachment E.
- 3.3. The City may wish to test and/or implement one or more new developments in waste stream segregation, materials processing, and materials recovery or collection technology at some point during the Agreement term. The City shall notify the Contractor, in writing, at least ninety (90) days in advance of its intention to implement a pilot program on a portion of the waste stream or on a City-wide basis.
- 3.4. The Contractor shall cooperate to implement fully City-approved pilot programs, provided that they impose no additional costs or economic consequence on Contractor. This includes, but is not limited to, the Contractor collecting and delivering Solid Waste to alternate permitted locations within the City at no additional cost to Contractor.
- 3.5 All Commercial and Residential Customers have the right to take their Recyclables to permitted facilities outside of the City, provided that they transport these materials themselves. Alternatively, for those Customers requesting transportation, the Contractor will provide Dropbox Container service for Recyclables, at the rates provided in the Agreement, to a licensed recycling center of the Customer's choice in the Las Vegas Valley, with the net proceeds from the sale of said Recyclables, being returned to the Customer.

SECTION FOUR

TERM

4.1 The term of this Agreement shall be until October 12, 2031, whereupon this Agreement shall terminate, unless otherwise amended or extended. Upon termination of the Agreement, the Contractor shall have thirty (30) days to remove its structures, equipment, and other items belonging to Contractor at its sole cost, unless otherwise specified herein.

SECTION FIVE

BUSINESS OPERATION HOURS

- 5.1 Contractor's office hours, disposal hours and Recycling Center hours shall be as follows, except for authorized holidays: (1) Office hours shall be from 7 a.m. to 3 p.m., Mondays through Saturdays; (2) Commercial Disposal hours shall be from 7 a.m. to 3 p.m., Mondays through Saturdays; (3) Residential Drop Box Area hours shall be from 7 a.m. to 5 p.m., 7 days per week, except for during daylight savings time where the hours shall be extended on Thursdays through Sundays from 7 a.m. to 8 p.m.; and (4) Recycling Center hours shall be from 7 a.m. to 3 p.m., Mondays through Saturdays.
- Thanksgiving Day, 4th of July and Christmas Day. When the day of regular collection is a holiday, the Contractor will conduct pick up on the next regularly scheduled collection day. Contractor will not schedule an additional pickup day to offset the lack of collection on the holidays listed above. In the instance of Christmas Day and New Year's Day where the observance of the holidays will result in two consecutive missed recycling collections, the Contractor shall provide an extra recycling collection route on the day immediately following New Year's Day to provide recycling service to the prior day's missed area.

SECTION SIX

APPLICABLE LAWS AND OPERATIONS

- 6.1 The Contractor shall collect and dispose of Solid Waste and Recyclables according to the terms and conditions of this Agreement, including the Operations Plan; and also in accordance with all provisions of the City Code as now enacted or subsequently amended, and the Contractor shall not knowingly or as a result of gross negligence, collect or dispose of Hazardous Waste or Special Waste other than Household Hazardous Waste. To the extent identifiable, Customers shall remain liable and responsible for their Hazardous Waste and Special Waste that is provided and inadvertently collected by Contractor. The Contractor shall only be liable for willful and any gross negligent collection and disposal of Hazardous Waste.
- 6.2 The Contractor undertakes and shall be responsible for the operation of the Landfill in accordance with the Solid Waste Disposal Regulations issued by SNHD, the City Code, NRS, Chapter 444 of NAC, the Federal Environmental Protection Agencies, and as those ordinances,

statutes or regulations may be amended, and the terms and conditions of this Agreement. If the terms and conditions of this Agreement should provide a higher standard than those of the cited ordinances, statutes or regulations, the terms and conditions of this Agreement shall prevail.

- 6.3 Contractor, third-party contractors, and landscapers shall only be permitted to deposit Solid Waste on the working face of the Landfill. Residential Customers shall not deposit Solid Waste at the working face of the Landfill.
- 6.4 Solid Waste is legally owned and belongs to the City upon its placement at the Curbside by Persons for collection by Contractor.

SECTION SEVEN

CONTRACTOR OWNED CARTS/CONTAINERS, COLLECTION AND TRANSPORTATION

- 7.1 Residential and Commercial Customers shall use Contractor-owned Recycling Containers for their Recyclables. Plastic bags or Customer-owned cans may be used for Solid Waste; however, the Contractor shall make available for rental to Residential Customers 96-gallon wheeled carts for Solid Waste collection at the rates stated in Attachment E.
- 7.2 Recycling Containers for new Customers or replacement Recycling Containers shall be provided to requesting Customers within seven (7) days of the Customer's initial request at no charge. All Recycling Containers must have materials preparation instructions and Contractor telephone and website contact information printed on a hot stamp on the lid. All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition for Solid Waste storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement; and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement.
- 7.3 Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs on Contractor-owned carts and forward repair notices to the Contractor's service personnel. Customers may also provide Contractor with notice of cart damage. Cart repairs shall be made at the Contractor's expense within seven (7) business days from the date of damage notice from either the Customer or the collection crew. Any wheeled cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than seven (7) business days after notice from the

Customer or City. Replacement carts may be used and reconditioned, but shall be clean and appear presentable. Unusable carts shall be cleaned (if necessary) and recycled to the extent possible.

7.4 In the event that a Customer repeatedly damages a Contractor-owned cart by excessive wear and tear or requests more than one (1) replacement cart during a five (5) year period due to negligence or intentional misuse, the Contractor shall forward, in writing, the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer for a replacement cart, but only with the City's prior written approval.

7.5 Detachable Containers

7.5.1 The Contractor shall furnish and install Detachable Containers to any Customer who requires their use for storage and collection of Solid Waste within three (3) days of the request. Detachable Containers shall be located on the requesting Customer's

Premises in a manner satisfactory to such Customer and for collection by the Contractor. All Detachable Containers shall be located on the Customer's private property unless the Contractor receives written permission from the City.

- 7.5.2 Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels or skids for containers 6-cubic yards and under; be in good condition for Solid Waste storage and handling; and have no leaks, jagged edges, or holes. Detachable Containers shall be all metal, and, if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Each type of Detachable Container; i.e., Solid Waste & Recyclables, shall be painted a color consistent with the program it is used for, with color changes subject to the City's prior written approval.
- 7.5.3 Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary) before being supplied to a Customer who had not used it earlier.
 - 7.5.3.1 Contractor shall be responsible for the repair, maintenance and upkeep of Detachable Containers rented or used by Commercial Customers, including painting such Detachable Containers as needed but at least every two (2) years or more often if reasonably determined by the City that such is required.
- 7.5.4 Contractor shall replace leaking Detachable Containers and clean the site within twenty-four (24) hours from receiving notice from the Customer.

- 7.5.5 The City shall not be liable and the Contractor shall defend, indemnify, and hold the City harmless from any damages of any type or nature arising from or connected with the delivery, placement, or removal of Detachable Containers on Customers' Premises, except for any and all damage resulting from the action, inaction or negligence of the City. The Contractor shall repair or replace within twenty-four (24) hours any Detachable Containers supplied by the Contractor and in use by either the Customer or the Contractor if the City or a health department inspector determines that the container fails to comply with reasonable cleanliness, health, or safety standards or constitutes a health or safety hazard.
- 7.5.6 Commercial Customers may elect to own or secure Detachable Containers for Solid Waste from other sources, and shall not be subject to discrimination by the Contractor in Solid Waste Services on the account. However, Detachable Containers owned or secured by those Commercial Customers must be capable of being serviced by Contractor's collection vehicles to be eligible for Solid Waste Services. The Contractor is not required to service Customers' Detachable Containers that are not compatible with the Contractor's equipment.
- 7.5.7 In the event that a Customer repeatedly damages a Detachable Containers due to negligence or intentional misuse, the Contractor shall forward, in writing, the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer for the actual cost of the Detachable Containers.

7.6 Ownership

- 7.6.1 On the termination of this Agreement, the City may, at its option, take full title and ownership of all Contractor-supplied Recycling Containers purchased or obtained by the Contractor without further compensation to the Contractor. Any remaining Recycling Containers warranties shall also be transferred to the City.
- 7.6.2 On the termination of this Agreement, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers for use by the successive contractor. In the event that the City elects to purchase the Contractor's Detachable Containers, the sale price shall be equal to thirty percent (30%) of the average new price for each Detachable Containers, based on the average price from

three (3) manufacturers at the time of the termination. The Detachable Containers' warranties shall also be transferable to the City. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard but shall exclude sales or use taxes.

7.7 Container Colors and Labeling

7.7.1 Container colors of new and replacement Contractor-owned Solid Waste carts shall be blue, Recycling Containers shall be green, Detachable Containers for Solid Waste shall be gunmetal gray, Detachable Containers for Recyclables shall be white for cardboard recycling and green for single stream recycling. The City may direct changes to cart colors at any time prior to the Contractor ordering replacement carts provided the new direction from the City does not require replacement of existing inventories, and the cost per unit does not increase to the Contractor.

7.8 Container Weights

7.8.1 The Contractor shall not be required to collect carts that exceed sixty (60) pounds for the 32-gallon size, one hundred-twenty (120) pounds for the 64-gallon size, and one-hundred-eighty (180) pounds for the 96-gallon size. The Contractor shall not be required to collect cans, bundles, bags, or boxes used for extra Solid Waste & Recyclables that exceed thirty (30) pounds when full. Should the Contractor refuse to collect a cart or other container because it exceeds the weight limits stated in this Section, the Contractor shall place a red tag on the container that explains why the cart or container was not collected. No specific weight restrictions are provided for Detachable or Drop-box Containers; however, the Contractor shall not be required to lift a Detachable or Drop-box Container exceeding the safe working capacity of the collection vehicle. Drop-box weights must not cause the collection vehicle to exceed legal road weights.

SECTION EIGHT MANAGEMENT

8.1 Contractor's Responsibilities

8.1.1 Consistent with the responsibilities otherwise set forth in this Agreement, the Contractor shall be responsible for the following:

- Exercising a commercially reasonable effort to ensure that all Customers' addresses are identified.
- Collecting Solid Waste & Recyclables in the City Service Area and properly delivering the Solid Waste & Recyclables to the Landfill or other area as directed by the City.
- Providing containers as required herein, and the maintenance, labeling, relabeling, and delivery of such containers as listed or required in this Agreement.
- Providing 32 or 65-gallon wheeled Recyclables cart to all Residential customers
 and multifamily dwellings, apartment complexes or mobile home parks which
 are able to utilize wheeled Recyclables cart. These carts may vary slightly
 depending on sizes supplied by the Contractor's vendor. For those multifamily
 dwellings, apartment complexes or mobile home parks which are unable to
 utilize wheeled Recyclables cart, Detachable Containers should be delivered to
 those participating in the recycling service.
- Providing Detachable Containers or Recyclables carts to all Commercial Customers participating in the recycling service.
- Performing customer service, including promptly answering telephone calls and e-mails, providing information on Solid Waste Services, establishing Customers' accounts, and providing appropriate customer support.
- Billing Commercial and Landfill Customers, receiving and posting Customers'
 payments and deposits, and adding education information on Customers' bills if
 requested by the City. All Customers' Solid Waste Service costs shall be
 included in the Solid Waste Service rate and shall not be charged or itemized
 separately.
- Procuring all equipment and bearing all start-up, operating, and maintenance costs for Solid Waste Services, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Agreement, including labor to collect materials, all equipment maintenance, and customer service functions.

- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, business and construction permits and licenses.
- Complying with all applicable laws and regulations.
- Meeting all applicable non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970) regulations and all applicable environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage, and providing proof of this insurance to the City annually in a form acceptable to the City.
- Providing route maps to the City indicating the route locations and day of the week for each Solid Waste Service.
- Submitting Solid Waste Service day changes to the City for review and approval
 prior to notice being provided to Customers and before the change taking place.
- Submitting prompt notices to the media and the City regarding modifications to the Solid Waste Service schedule due to inclement weather.
- Maintaining Detachable Containers, vehicles, and facilities in a clean, properly labeled, and sanitary condition.
- Meeting all of the City's reporting, inspection, and review requirements.
- Providing outreach materials and programs to Customers, and assistance with distribution and outreach as required by this Agreement.
- Providing operation and safety training for all of the Contractor's personnel, including spill response training for all drivers.
- Notifying the City of intended changes in the Contractor's management not less than sixty (60) days prior to the date of the change. The Contractor's new management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. If changes in the Contractor' management result from termination for cause or voluntary termination, the Contractor shall only be required to notify the City as soon as reasonably possible.

- Allowing the City's staff and agents working for the City to access the Landfill
 and ancillary structures for the purpose of inspecting the Contractor's operations
 and ensuring compliance with this Agreement and the Operations Plan.
- 8.1.2 The Contractor shall maintain a complete list of Commercial Customers within the City Service Area, and the status of each Commercial Customer's participation in Solid Waste Service. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each Commercial Customer to encourage recycling participation and to inform the manager or owner of all available services and ways to decrease Garbage generation and increase recycling. A Commercial Customer who chooses to participate in the recycling service cannot change its Solid Waste Service level/rate in order to get a free container. The Contractor shall include with its annual report the list of Commercial Customers, recycling status, container sizes and types, contact date, outcome, and suggestions for increasing participation or other program improvements.
- 8.1.3 The Contractor shall develop, print, annually update, and maintain sufficient quantities of new Customer information materials, the format, and content of which shall be subject to prior review and written approval to by the City, prior to distribution. Upon approval, materials will be provided to the City at no additional cost and posted on Contractor's website.

8.2 <u>City's Responsibilities</u>

- 8.2.1 Consistent with the responsibilities otherwise set forth in this Agreement, the City shall be responsible for the following:
 - Reviewing and approving Contractor's compensation adjustments due to changes contemplated herein, for CPI increases.
 - Reviewing and approving public education and outreach proposed by the Contractor.
 - Monitoring and evaluating Solid Waste Service operations based on reports from the Contractor and independent assessment.
 - Reviewing and approving Solid Waste Service days and rate changes.
 - Reviewing and approving all informational materials for Customers used by the Contractor.

- Conducting performance review of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operation meetings with the Contractor, as necessary.
- Establishing fee schedules for various classes of Solid Waste Services provided by Contractor.
- Billing and collection of fees for Solid Waste Services for Residential Customers.
- Paying to Contractor the Solid Waste Service fees collected by the City on or before the fifteenth (15th) calendar day following the month in which said Solid Waste Services were made.
- Maintaining records, available for inspection by Contractor, showing the Premises from which Solid Waste has been or is being collected by Contractor.
- Maintaining records, available for inspection by Contractor, showing Landfill Permits or billings issued by the City.
- To promote and support the recycling activities and operations of Contractor as provided in this Agreement.
- To provide inspections of the equipment, operations, and activities of Contractor to ensure safe and clean operations that do not constitute a Nuisance.
- To issue rules and regulations for the collection and processing of Recyclables, subject to modification or change as required to maintain public health, general welfare, and safety.
- 8.2.2 The City's employees, agents, consultants, contractors and other agency environmental regulators shall at all times have the right to enter upon and inspect the Landfill and to order correction of conditions in violation of the provisions of this Agreement at Contractor's reasonable expense, or for any other reasonable purpose or objective.

8.3 <u>Scale and Landfill Operations</u>

8.3.1 The Contractor shall provide all of the services needed to operate the Landfill consistent with the Operations Plan and Permit issued by SNHD, including the following services: depositing the Solid Waste on the Landfill's face and covering said waste; operating and maintaining the scales owned

by the Contractor; load-checking; providing litter, dust and rodent control; insuring that no contaminated Recyclables are deposited in the Landfill and transporting said Recyclables; engage the services of a professional engineer on an annual basis to insure that the Landfill is constructed and operated consistent with the Permit and Operations Plan as approved by SNHD; operating the Residential Drop Box Area; and providing security personnel during certain hours when the Landfill is closed to the public. The Contractor shall respond to all SNHD inspection reports over the term of this Agreement.

- 8.3.1.1 The Contractor shall ensure that the landfill is constructed and operated in accordance with the current operating permits issued by the Southern Nevada Health District and the Clark County Department of Air Quality and Environmental Management, and any additional phasing or operating plan approved by both the City and the Contractor.
- 8.3.2 The Contractor shall engage the services of a professional engineer to ensure that the Landfill is being constructed and operated consistent with the Permit and Operations Plan as approved by the Southern Nevada Health District (SNHD) and responding to SNHD inspection reports over the term of this Agreement.
- 8.3.3 The Contractor shall engage the service of a professional land surveyor to stake the cells at the landfill per the approved design plans. At a minimum of twice a year, the surveyor shall survey completed work and with the assistance of the professional engineer, compare actual work to the design plans. This effort shall also include a clear calculation of air space usage. Documentation of this effort shall be submitted to the City. The required annual/semiannual survey/airspace reports must be wet stamped by a Nevada licensed surveyor.
- 8.3.4 The Contractor shall be responsible for the construction of all terrace roads as depicted on the approved design plans, within the working limits of fill during this contract. The Contractor, utilizing the services of the professional land surveyor and engineer, shall be responsible for providing the City with a 90 180-day advance notice when construction of drainage facilities (e.g. culverts, rip rap, etc.) and other improvements (e.g. fencing) requiring off-site materials are ready

for construction. The Contractor may be required to halt work in a specific area while the City secures the services of a separate contractor to build the required facilities. The Contractor shall work cooperatively with the City to complete this effort.

- 8.3.5 The Contractor shall collect from Landfill and Commercial Customers the expansion, closure and post-closure maintenance fee or other similar fee as established by the City Council and remit the collected fee to the City each month.
- 8.3.6 The Contractor shall be responsible for tracking the daily usage of all cover material used at the Landfill. A separate log shall be created for each source of cover material, including but not limited to Alternate Daily Cover (ADC).
- 8.3.7 The City shall be responsible for construction of all drainage culverts, riprap, fencing and other physical improvements requiring off-site materials for the Landfill. The Contractor, utilizing the services of a professional engineer, shall be responsible for providing the City with 180 day advance notice when construction of drainage culverts, riprap, fencing and other physical improvements are ready for construction. The Contractor may be required to halt work in a specific area while the City secures the services of a separate contractor to build the required facilities. The Contractor shall work cooperatively with the City to complete this effort.
- 8.3.8 The City shall be responsible for creating Alternate Daily Cover for the Landfill in accordance with the Operations Plan, including all environmental work and laboratory testing.
- 8.3.9 All Solid Waste & Recyclables collected under this Contract, as well as residue from processing Solid Waste & Recyclables, shall be delivered to the Landfill, unless otherwise directed or permitted in writing by the City. All Recyclables must be hauled by the Contractor to the Recycling Center and the Contractor shall pay all of the cost associated with the transport, disposal and processing of said Recyclables. Construction and demolition Solid Waste collected by the Contractor and deposited in the Landfill must be in accordance with the City's Operation Plan. In the event that the Contractor elects to haul mixed

construction and demolition Solid Waste to a private processing facility, the Contractor shall charge the Customer no more than the equivalent disposal fee at the Landfill.

- 8.3.10 Contractor shall control litter, such as scattered paper or lightweight debris, at the Landfill, the area immediately surrounding the Landfill, and the roadways leading to the entrance to the Landfill. Contractor shall provide for, and issue, adequate procedures for the control of fires at the Landfill, including but not limited to, the following measures:
- 8.3.10.1 Placing or locating permanent or portable fences of at least eight (8) feet in height to contain litter directly downwind from and angled toward a Disposal Site of Landfill.
- 8.3.10.2 Litter that is collected within the fenced areas around the Landfill, along the road leading to the Landfill, and in the area immediately surrounding the Landfill shall be promptly picked up and deposited in the Landfill at least twice per week.
- 8.3.10.3 Contractor's employees shall also routinely patrol Utah Street between Adams Boulevard and the Landfill, and pick up litter and debris that is located up to six (6) feet on either side of the road.
- 8.3.10.4 Erosion and dust at the Landfill shall be controlled, including, if necessary the planting of suitable grasses, shrubs or other landscaping to prevent erosion, deterioration and fugitive dust.
- 8.3.10.5 Contractor shall, at its expense, provide adequate water for dust control, compaction of cover material and control of fires.
- 8.3.10.6 Contractor shall provide and issue procedures for the control and extinguishment of fires at the Landfill, including, but not limited to, training to its employees to implement such procedures.
- 8.3.10.7 Contractor shall be responsible for minor upkeep and repairs to the Landfill's perimeter fencing, buildings and facilities, which shall mean repairs that can be completed without having to remove or install new fencing.

- 8.3.11 Except as otherwise provided in this Agreement, no Person may enter or come upon the Landfill without the permission or authorization of Contractor.
- 8.3.12 Contractor may suspend Landfill operations during an emergency or force majeure event. Contractor shall immediately notify the City of such emergency or force majeure event with as much advance warning as is reasonably possible. However, in the event that Landfill operations are delayed or prolonged for a period of seven (7) consecutive days after such emergency or force majeure event, it shall be considered a default of this Agreement, threatening the public health, general welfare, and safety of the City. The City shall have the right, but not the obligation, as a remedy, in addition to other remedies, to immediately assume the required Landfill operation performed by the Contractor and to take temporary possession of the Contractor's equipment to perform those operations. In this event, the City shall be reimbursed by Contractor for the reasonable costs incurred by the City for said operations as provided herein. Should the Contractor fail or neglect to perform the Landfill operations as required under this Agreement, the City, after giving a twenty-four (24) hour notice to Contractor, may perform such operations and assess Contractor with the reasonable cost thereof.

8.4 Load Checking Program at Landfill

- 8.4.1 Contractor will provide and implement an aggressive load checking and inspection program and procedures at the Landfill and use its Best Efforts to prevent and preclude the disposal in the Landfill or other Disposal Site of Hazardous Waste, Household Hazardous Waste, Pathological Waste, except as otherwise permitted herein, Medical Waste and Solid Waste generated outside of the City's corporate limits, as follows:
 - 8.4.1.1 For each load of Solid Waste sought to be deposited in the Landfill; Contractor shall determine the weight, type of material, generator's name and address, and source of origin of the material, and prepare a ticket or other document containing such information for each such load.
 - 8.4.1.2 The ticket or document prepared for each load shall be maintained by Contractor for a minimum period of three (3) years from the date the ticket or document is prepared.

- 8.4.1.3 If the Solid Waste sought to be deposited in the Landfill contains auto shredder waste, Hazardous Waste, Pathological Waste, Medical Waste or an appliance which has not been certified as having the freon removed, Contractor shall refuse to deposit such Solid Waste, regardless of the origin of the Solid Waste involved.
- 8.4.1.4 In addition to visual inspections by Contractor's employees, the Solid Waste in every load will be checked and inspected again by the spotter or other employees at the working face of the Landfill for the presence of Solid Waste that is not permitted in the Landfill as prohibited hereunder.
- 8.4.1.5 Contractor shall also perform random physical inspections of incoming Solid Waste or Recyclables at a frequency of at least one (1) load check for every twenty (20) incoming loads from Commercial Customers with a series of random numbers, which shall be generated and utilized for the selection of loads for inspection, or in the alternative, one percent (1%) of all vehicles of Commercial Customers as recommended by the Solid Waste Association of North America.
- 8.4.1.6 Contractor shall check the identification and/or licensure of all Customers crossing the scales or utilizing the Residential Drop Box Area.
- 8.4.1.7 Contractor shall implement a weight-based (per ton) system for all Solid Waste and Recyclables received at the Landfill, and all Solid Waste and Recyclables shall be weighed and recorded by an attendant at the Landfill entrance gate.

8.5 Recycling Operations

- 8.5.1 Contractor shall furnish personnel, labor and equipment to perform the following recycling services:
 - 8.5.1.1 To maintain the following equipment owned by the City and made available for use by Contractor: metal building 80' x 80' (irregular shape); and recycling kiosk as listed in Attachment B.
 - 8.5.1.2 To purchase Recyclables from Residential Customers at the Landfill at prices that are comparable or similar to those existing in the Las Vegas metropolitan area, to process Recyclables for transport, and to provide or arrange for the transportation of Recyclables to other markets for resale.

- 8.5.1.3 To provide qualified personnel sufficient to maintain, operate and supervise the Recycling Center's operational hours, excepting exempt holidays.
- 8.5.1.4 To provide and maintain MSW scales appropriate for weighing Recyclables with the capacity of weighing Recyclables of up to 500 pounds.
- 8.5.1.5 To maintain records, available for inspection by the City, showing the number, amount and type of single stream Recyclables and steel Recyclables.
- 8.5.1.6 To submit a quarterly report to the City prepared from the aforesaid records, as determined by the City.
- 8.5.1.7 To comply with applicable rules and regulations related to recycling as issued and promulgated by the City for the protection, furtherance and maintenance of the public health, general welfare and safety.
- 8.5.1.8 To separately account for Contractor's recycling operations and Landfill operations.
- 8.5.1.9 To provide an appropriate recycling trailer or vehicle to transport Recyclables to a processing facility.
- 8.5.1.10 To collect used motor oil that is placed at street Curbside locations that are established by Contractor during its regular Solid Waste Service. Customers shall be required to place used motor oil in leak-proof plastic containers. Contractor may refuse to collect motor oil from any Customer if such motor oil is not properly packaged by the Customer. In the event that Contractor refuses to collect used motor oil due to improper packaging, Contractor shall leave a tag with the Customer outlining the reasons for such refusal.
- 8.5.1.11 To pay all of the costs associated with the processing and delivery of used compact fluorescent lamps to an authorized disposal facility. Contractor may establish a charge, not to exceed one dollar (\$1.00) per bulb, to Commercial Customers who wish to dispose of used compact fluorescent lamps.
- 8.5.1.12 To collect, provide safe storage for, and disposition of Household Hazardous Waste brought to the Recycling Center.
- 8.5.2 Per NRS 444.509 and 444.583, it is unlawful to dispose of waste tires in a Solid Waste Landfill. Contractor will accept up to four (4) tires per year, free of charge,

from each Residential Customer at its Landfill and/or Recycling Center to be stored and transported to a permitted recycling facility.

8.5.3 Contractor shall bear all costs associated with the recycling program and receive all proceeds for its sale of Recyclables.

SECTION NINE CUSTOMER SERVICE

9.1 Office Location

9.1.1 The Contractor shall maintain a principal office at the Landfill or at another location within the City which will be staffed by a person during office hours. The Contractor's office and customer service assistance shall be accessible by a local area code phone number. The Contractor's office hours shall be operational as designated in SECTION FIVE and closed on designated holidays.

9.2 <u>Customer Service Requirements</u>

9.2.1 During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City to handle customer complaints and service requests, the Contractor shall increase staffing levels to meet performance criteria.

9.3 Service Recipient Complaints and Requests

9.3.1 The Contractor shall record all complaints and service requests, regardless of how received. Any telephone calls received via the Contractor's non-office hours' voicemail, or answering service shall be recorded the following business day. The Contractor shall make a conscientious effort to resolve all complaints within one (1) business day of the original call, e-mail, letter, or other correspondence, and Solid Waste Service requests within the times established throughout this Agreement for various requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted, along with a description of the Contractor's efforts to resolve the

complaint or request. The Contractor shall provide a copy of these records to the City with the monthly report.

9.4 Handling of Customer Calls

9.4.1 A Customer shall be able to talk directly with a customer service representative when calling the Contractor's customer service telephone number during office hours.

9.5 Internet Website

- 9.5.1 The Contractor shall provide a customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the Contractor's Solid Waste Service programs, including at a minimum, contact information, Solid Waste preparation requirements, available services, accepted single stream recycling items, Christmas tree recycling options and other relevant service information for Customers. The website shall include an e-mail function for Customer communication with the Contractor, and the ability for Customers to submit Solid Waste Service requests on-line. E-mailed customer Solid Waste Service requests shall be answered within twenty-four (24) hours of receipt.
- 9.5.2 The Contractor shall update the website as needed and provide links to the City's website. The Contractor's website shall not include "pop-up" windows, "cookies," adware, spyware, or advertisement for products or services not directly related to this Contract.

9.6 Employee Conduct

9.6.1 The Contractor's employees shall at all times be courteous; refrain from loud, inappropriate or obscene language; exercise due care; perform their work without delay; minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges, or property of adjoining Premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear clean, professional, and presentable uniforms with a company emblem visible to the average observer.

- 9.6.2 The Contractor's employees shall not litter at any Premises when making collections and shall not permit Solid Waste & Recyclables to leak, blow or fall from collection vehicles or containers. Any Solid Waste & Recyclables which fall on the ground at the time of collection must be removed at the same time by the Contractor. Contractor shall exercise reasonable care with the collection containers, and shall not throw or otherwise damage the collection containers.
- 9.6.3 After removing Solid Waste & Recyclables from any container, Contractor shall use commercially reasonable efforts to replace the container in its original or designated position with its cover replaced.
- 9.6.4 If the City observes or is informed that any person employed by the Contractor has acted, in the opinion of the City, in an incompetent, disorderly, or otherwise unsatisfactory manner, the City will document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City or a Customer regarding any unsatisfactory performance by any of its workers. The Contractor shall provide the City with a written response documenting the results of the investigation and any disciplinary actions taken regarding the employee's reported unsatisfactory conduct.
- 9.6.5 Contractor shall provide the City, upon written request, with updated lists of all employees and agrees that all employees are subject to a criminal and background history investigation by the Boulder City Police Department.

9.7 <u>Safeguarding Public and Private Facilities</u>

9.7.1 The Contractor shall use commercially reasonable efforts not to damage any public and private improvements, facilities, and utilities whether located on public or private property, including street curbs. If such improvements, facilities, or utilities are damaged as a direct result of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same within ten (10) business days. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the reasonable cost of doing so shall be billed to the Contractor.

9.8 Annual Report to the City Council. Upon request of the City Council of Boulder City, the Contractor shall present a report of the prior year's activities under this contract, including but not limited to: current status of the disposal cel, estimated number of years remaining in current cel, number of customer complaints and how they were resolved, recycling efforts including participation level, and other noteworthy activities from the prior year.

SECTION TEN CUSTOMER BILLING AND EDUCATION

- 10.1 The Contractor shall be responsible for all Commercial and Landfill billing functions related to the collection services provided under this Contract. Billing and accounting costs associated with Drop-box, Commercial and Landfill billing shall be borne by the Contractor, and are included in the schedule of rates as set forth in Attachment E.
- 10.2 The Contractor shall provide and maintain a customer service software system to monitor customer subscription levels, detail any charges for additional services requested and delivered such as excess collection fees, process and post payments, implement rate changes as authorized by the City Council and include lines for customer service messages. The customer service system shall maintain a Customer's historical data for a period of at least to (2) years.
- 10.3 The Contractor shall have procedures in place for daily electronic off-site back-ups and minimize the potential for the loss or damage of the account servicing database.
- 10.4 The Contractor shall educate Customers about Solid Waste Service and Recycling guidelines and demonstrate the collection process by providing at least one paid employee or volunteer during City sponsored events. The Contractor shall utilize collection vehicles for the demonstrations, which will highlight proper set out procedures, including cart placement. Other program information such as increased recycling opportunities will be distributed to promote all program features.
- 10.5 The Contractor shall implement an outreach/education program that will be presented each year in each City school. Grade-specific persuasive and inspirational messages about the convenience and effectiveness of the recycling program, combined with the identification of the benefits of increased recycling shall be the focus of such outreach. All school outreach will revolve around the framework of aiming for zero-waste.

10.6 The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or owners of Premises. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City service area and shall address the design and planning of Solid Waste & Recyclables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing owners of Premises.

SECTION ELEVEN COLLECTION AND TRANSPORTATION

- 11.1 The City may periodically monitor Solid Waste Service parameters, such as participation, container condition, container weights, waste composition, Customer satisfaction and Landfill construction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City, and the Contractor.
- 11.2 Contractor shall indicate, on a map acceptable to the City, the Solid Waste Service schedule for each Premises. Contractor may change the day of Solid Waste Services by giving notice at least thirty (30) days prior to the effective date of the proposed change and obtaining prior written approval from the City, which shall not be unreasonably withheld. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days prior written notice of the pending changes, except in the case of emergencies or other force majeure events.
- 11.3 Contractor, with the prior written approval of the City, may initiate its own Solid Waste Service pilot programs. The pilot programs initiated by the Contractor shall be at no additional cost to the City or the Customers. However, the Contractor shall identify any accrued savings and share such savings equally with the City prior to the Contractor's implementation of such pilot program.
- 11.4 Contractor shall collect Solid Waste and Recyclables according to the following schedule:
 - A. Commercial Customers and public buildings shall be serviced daily, Monday through Saturday, between the hours of 5 a.m. and 5 p.m. Any Commercial

- Customers located within 300 yards of a Premises zoned residential will not be serviced before 7:00 a.m.
- B. Residential Customers shall be serviced twice weekly, Monday through Friday, between the hours of 7 a. m. and 5 p.m.
- C. Collection of Solid Waste and Recyclables shall not be performed on all holidays.
- 11.5 Contractor shall collect all Solid Waste & Recyclables placed Curbside for disposal by Residential Customers. Contractor shall offer carry-out service for Solid Waste & Recyclables to senior citizens, handicapped and disabled customers at no charge.
- 11.6 Contractor shall not be required to collect Hazardous Waste or Solid Waste that would pose a danger to collection crews. If Solid Waste is rejected for this reason, the Contractor shall leave a written notice with the rejected Hazardous Waste, listing why such waste was not collected and providing the customer with a contact number for further information about the proper disposal.
- 11.7 Contractor shall provide regular bi-weekly collection of Solid Waste and at least weekly collection of Recyclables. For purpose of clarity, Contractor must provide Solid Waste Services at least three (3) days per week, two (2) days for Solid Waste collection and one (1) day for the collection of Recyclables. In the event an additional collection of Recyclables is needed, the City may request, and the Contractor shall provide, one (1) additional weekly collection for Recyclables in lieu of one (1) of the two (2) weekly collection days for Solid Waste.
- 11.8 All collections of Solid Waste and Recyclables from Premises shall be made on Public streets and Private roads on a regular schedule on the same day and as close to a consistent time as possible. Contractor may tag inappropriately placed containers and may suspend service in the event of persistent inappropriate container placement. Contractor shall notify the City within twenty-four (24) hours, of any suspended collections and provide any back-up documentation.
- 11.9 Contractor shall collect Recyclables from all participating Premises as part of Solid Waste Services, without extra charge. Recyclables may include the following:
 - 11.9.1 Aluminum Cans and Foil: All aluminum cans and clean foil and foil trays that are placed in the Recycling Container.
 - 11.9.2 Corrugated Cardboard: All corrugated cardboard that is smaller than three (3) feet, flattened and placed in or next to the Customer's Recycling Container.

- 11.9.3 Glass Containers: All colored or clear jars and bottles that are rinsed and that have lids not greater than three (3) inches wide. Notwithstanding the foregoing, in the event that Contractor determines, in its discretion, that the collection of glass containers results in the contamination of other Recyclables in each collection load, Contractor reserves the right to terminate the collection of glass containers. Contractor shall provide written notice to the City and Customers thirty (30) days prior to Contractor's termination of the collection of glass containers.
 - 11.9.4 Mixed Paper: All mixed paper.
- 11.9.5 Newspaper: All newspaper and advertising supplements that are delivered with newspapers that are placed in the Recycling Container.
 - 11.9.6 Plastics: #1 and #2 that are placed in the Recycling Container.
- 11.9.7 Poly-coated cartons and Boxes: All plastic coated cartons and boxes that are flattened and placed in the Recycling Container.
- 11.9.8 Plastic Bags: All clean plastic shopping bags, newspaper bags, and dry cleaning bags placed in the Recycling Container.
- 11.9.9 Tin Cans: All rinsed food and beverage cans placed in the Recycling Contractor.

11.10. <u>Drop-box Container Collection</u>

- 11.10.1 Contractor shall provide Drop-box Container Solid Waste Services to Residential and Commercial Customers, at the rates approved by the City Council and in accordance with the service level selected by the Customer.
- Hazardous Waste or Solid Waste that would pose a danger to collection crews. If Solid Waste is rejected, for this reason, Contractor shall leave a prominent notice on the container listing the rejected Solid Waste, explaining why such Solid Waste was not collected, and providing the customer with a contact number for further information on proper disposal. If a Customer includes inappropriate Solid Waste in its Drop-box Container, Contractor shall photograph and otherwise document the inappropriate Solid Waste, and provide the Customer's name and address to the City for further action. The Customer shall remain responsible for all costs associated with the handling and disposal of such Hazardous Waste or Solid Waste inadvertently collected by Contractor.

11.11 Specific Collection Requirements

11.11.1 Contractor shall provide dispatch services and equipment that are capable to collect Commercial Customers' containers no later than the next business day after the Customer's initial request for Solid Waste Services. Contractor shall maintain a sufficient container inventory to provide empty containers to new and temporary Customers within three (3) business days after the Customer's initial request for Solid Waste Services.

11.12 Inclement Weather and Other Disruptions

- 11.12.1 Contractor may suspend Solid Waste Services during an emergency or a force majeure event. Contractor shall immediately notify the City of such emergency or force majeure event with as much advance warning as is reasonably possible. However, in the event that Solid Waste Services are delayed or prolonged for a period of seven (7) consecutive days after such emergency or force majeure event, it shall be considered a default of this Agreement, threatening the public health, general welfare, and safety of the City. The City shall have the right, but not the obligation, as a remedy, in addition to other remedies, to immediately assume the required Solid Waste Services and to take temporary possession of the Contractor's equipment to perform such services. In this event, the City shall be reimbursed by Contractor for the reasonable costs incurred by the City for such services as provided herein. Should the Contractor fail or neglect to provide Solid Waste Services to any Premises, as required under this Contract, the City, after giving twenty-four (24) hour notice to Contractor, may perform such service and assess Contractor with the reasonable cost thereof.
- 11.12.2 If Contractor, in its sole discretion, determines that the continued performance of Solid Waste Services during any weather condition may result in danger to the Contractor, Contractor's employees, Premises or to Customers, Contractor shall perform Solid Waste Services only in those areas that do not pose a danger. Contractor shall immediately notify the City of its Solid Waste Service plans for each day of experienced inclement weather.
- 11.12.3 The Contractor shall collect Solid Waste & Recyclables from Customers with interrupted service on the first (1st) day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of Solid Waste and Recyclables equal

to what would have been collected on the missed collection day(s) from Customers at no extra charge.

- 11.12.4 If successive weather events occur on the same scheduled collection day(s) two (2) weeks in a row, an additional collection will be made on the next possible business day of that same week; i.e., not waiting for the regularly scheduled collection day for the missed area.
- 11.12.5 Inclement weather and service interruption policies shall be included in all program information provided to Customers.
- 11.12.6 When the closure of Public Streets or Private Roads or other non-weather related events, beyond the Contractor's control, prevents the timely collection on a scheduled day, Contractor shall make collections on the first (1st) day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of Solid Waste and Recyclables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Upon request to the City, Contractor may be provided temporary authorization to perform Solid Waste Services after 6:00 p.m. and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of SECTION TWENTY-SIX.

11.13 Suspending Collection Resulting From Customer Account Disputes

- 11.13.1 The City and Contractor acknowledge that, from time to time, disruptions or conflicts may occur that make continued service to the Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned containers, repeated refusal to position Solid Waste & Recyclables carts properly for collection, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other problems.
- 11.13.2 Contractor shall make every reasonable effort to provide Solid Waste Services to Customers. However, Contractor may deny or discontinue Solid Waste Services to any Customer if reasonable efforts to accommodate such Customer and to provide services to such Customer fail. Contractor shall notify the City of any such denied or discontinued service, and provide back-up information to the City for potential code

enforcement purposes. If the Customer submits a written letter to the City appealing the Contractor's decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing any Solid Waste Service or is determined to be ineligible.

11.14 Missed Collections

- 11.14.1 If Solid Waste & Recyclables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials by Customers, the Contractor shall place, in a prominent location, a notification tag that identifies the specific problem(s) and reason (s) for rejecting the Solid Waste for collection. Contractor's failure to provide proper notification to Customers or the reason for rejecting Solid Waste for collection shall be considered a missed collection.
- 11.14.2 The failure of the Contractor to collect Solid Waste & Recyclables that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer by the end of the same business day, if notification of the missed pick-up is received by 10:00 a.m. that same business day, or by the end of the next business day if the notification is received after 10:00 a.m. Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.
- 11.14.3 In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on the following Monday in the event of notification after 5:00 p.m. on Friday), Contractor shall collect the Solid Waste the next business day.

SECTION TWELVE

12.1 Intentionally Omitted.

SECTION THIRTEEN EQUIPMENT

- 13.1 Each vehicle regularly used by Contractor for Residential Customers during the term of this Agreement shall have an exhaust system that at least meets the emissions standards for 2011. Contractor's back-up vehicles that are used fewer than thirty (30) days per year shall not be subject to the age and mileage limits that apply to the Contractor's regularly-used vehicles. However, Contractor's back-up vehicles shall be presentable, in safe working order, and subject to all other conditions of this Section.
- 13.2 In the event that Contractor has continued irresolvable operating problems with the vehicles regularly used for Residential Customers, Contractor may request permission to use alternative vehicles for Residential Customers that are older than 2011 or newer emissions standards. The City shall consider the request, provide its own investigation, and provide a response to the Contractor within thirty (30) days of receiving the Contractor's request. No approval by the City within thirty (30) days of receiving the Contractor's request will be construed as approval of the use of the alternative vehicle by the City.
- 13.3 Contractor will maintain collection equipment with the ability to service areas with limited access to ensure that all Customers receive equal service. Limited access shall be construed to mean areas where the ability to collect Solid Waste is hindered due to size, topography or some other factor that prevents the use of the approved collection vehicle.
- 13.4 Vehicles used in the performance of this Agreement shall be maintained in a clean manner, and shall be thoroughly washed as needed to maintain a clean and presentable appearance, but in any event not less than once each week. Vehicles shall be repainted as needed and/or at the request of the City.
- 13.5 Contractor shall use serviceable and safe collection equipment meeting the requirements in Chapter 445B.737 to 445B.774 (Control of Emissions: Heavy Duty Motor Vehicle) of the NAC, the operating permit issued by SNHD and the permit issued by Clark County Department of Air Quality (DAQ). Packer trucks or vehicles must completely, adequately and fully accommodate the use of approved covered, wheeled, commercial containers for collection from Commercial Customers or Multifamily Complexes.
- 13.6 Solid Waste & Recyclables shall not remain in a vehicle or other collection equipment overnight other than in a waste storage bin.
- 13.7 All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, warning flags and sound warning

signalization systems, all in accordance with applicable statutes, rules and regulations. All collection equipment acquired in Attachment F shall have an operating camera system. Equipment shall be maintained in good working condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. Contractor shall maintain collection vehicles to ensure that no discharges; i.e., no liquid wastes (such as Solid Waste & Recyclables leachate) or oils (lubricating, hydraulic, or fuel), are discharged on Premises or Public Streets. Contractor shall immediately take off-line any of its vehicles that have leaks and repair them. Contractor shall report any Hazardous Waste or leachate spills within the City from Contractor's vehicles or collection operations immediately to the City.

- 13.8 Any equipment not meeting these standards shall not be operated on Public Streets until repairs are made. Contractor shall provide the City with a written report documenting any spill, including, the cause of the spill, the vehicle involved, and the remedy. The City has the right to inspect the vehicle before it is returned to service.
- 13.9 All collection vehicles shall be labeled with signs on the driver's side door that clearly indicate the vehicle inventory number. A customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. No advertising shall be allowed on Contractor's vehicles other than the Contractor's name, logo, customer service telephone number and website address. Special promotional messages may be permitted on Contractor's vehicles, upon the City's prior written approval.
- 13.10 All collection vehicles used by Contractor under this Agreement shall meet the City's applicable street weight limits. Contractor shall not exceed any collection vehicle weight limit of the City at any time.

13.11 Spillage, Incidents

in collection vehicles at all times, except when Solid Waste is actually being loaded. Hoppers on all collection vehicles shall frequently be cleared to prevent the occurrence of unnecessary blowing or spillage. Any spillage of Solid Waste caused by Contractor that occurs during collection shall be immediately cleaned up (within one (1) hour of notification of the incident) by the Contractor at its expense.

shall be required to carry and regularly maintain spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, sweepers, and other similar materials sufficient to contain, control and, for minor events, appropriately clean up blowing Solid Waste, litter, leaks, and spillage of vehicle or container fluids and leachate. Spill kits shall also include employee spill containment instructions and procedures, as well as a regularly updated list of emergency contacts. Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Agreement. This plan shall include immediate notification to the City of any spill and shall be followed up by a written report to the City within three (3) business days of such spill. All of Contractor's drivers shall be trained not less than annually on the use of spill kits and associated containment and notification procedures.

13.12 Contractor Requirements and Ownership

- 13.12.1 In the event that this Agreement is terminated early due to a breach by Contractor, the City shall have the option to utilize Contractor's equipment necessary for the operation of the Landfill and the collection of Solid Waste for a period of one hundred twenty (120) days following such termination, provided that the City shall pay Contractor the monthly, reasonable rental charges as set forth in RS Means Construction Data or similar publication.
- 13.13 During the term of the Agreement, Contractor shall provide certain equipment and vehicles as set forth in Attachment F.

SECTION FOURTEEN NON-STANDARD GARBAGE CONTAINERS

14.1 Intentionally omitted.

SECTION FIFTEEN

COLLECTIONS FOR CITY AND CITY SPONSORED EVENTS

15.1 Contractor will collect and process Solid Waste & Recyclables generated or resulting from City sponsored or approved events at no charge to the City or other co-sponsors, including but not limited to: BC ACS Relay for Life, Spring Jamboree, BC Rotary Best Dam Barbeque Challenge, 4th of July Damboree Celebration, BC National Night Out, Sunrise Rotary

Annual Event, BC Homecoming Bonfire Event, Art in the Park, BC Tree Lighting and BCHS Homecoming Football Game.

- 15.2 The City may deposit at the Landfill, at no charge, Solid Waste generated by its departments or agencies. This shall include Solid Waste and Recyclables generated at the golf courses owned by the City, which may be hauled to the Landfill by either a third-party contractor or the City.
- 15.3 Contractor shall also provide weekly Solid Waste Services to all of the City's municipal facilities, whether City owned or leased, at the commercial rate established herein, which shall be subject to the annual CPI-U increases as established herein, to the City with the exception of the following city facilities which will be serviced at no additional charge: City Hall, Police Department, Fire Department and the Municipal Court.
- 15.4 Contractor will, at no additional charge, provide Solid Waste Service to one hundred seventy-four (174) Solid Waste containers that are currently being utilized by the City at its municipal facilities as listed in Attachment D. This list may be amended from time to time by the City but shall not exceed the total number of one hundred seventy-four (174).

SECTION SIXTEEN LITTER, DUST AND FIRE CONTROL AT LANDFILL

16.1 Intentionally Omitted.

SECTION SEVENTEEN

COLLECTION AND DISPOSAL OF HOUSEHOLD HAZARDOUS WASTE

- 17.1 Household Hazardous Waste is accepted at the Landfill at the times specified in SECTION FIVE, excepting the exempt holidays.
- 17.2 Contractor shall provide arrangements, subject to the reasonable approval of the City, to Customers for the disposal of Household Hazardous Waste. Contractor shall be permitted to recover reasonable costs incurred by Contractor for such disposal.
- 17.3 No Hazardous Waste, Pathological Waste, sewage, sludge or septic tank pumpings shall be permitted in or deposited in the Landfill, except for Household Hazardous Waste as provided in herein.

SECTION EIGHTEEN

COLLECTION AND DISPOSAL OF BULKY ITEMS AND WHITE GOODS

charge, to Residential Customers that have Curb service, except for items that require the removal of freon. Contractor will provide for such collection on the Thursday of each week, except for on exempt holidays. Contractor may charge for the collection and disposal of refrigerators, and air conditioners or any other item that requires the removal of freon at the rates provided in Attachment E. The collected Bulky Items, and White Goods shall be recycled by the Contractor to the extent reasonably possible. Contractor shall maintain a separate log listing the quantity of refrigerators and air conditioners units in which freon is removed and shall provide the log to the City on a monthly basis.

SECTION NINETEEN

USE OF AUTO SHREDDER WASTE AS COVER PROHIBITED

19.1 Contractor shall not use auto shredder waste, i.e., waste generated from the shredding of metallic and non-metallic materials from automobiles and appliances, for Landfill cover or permit or otherwise deposit such materials in the Landfill.

SECTION TWENTY

SERVICE AREA AND SOLID WASTE GENERATED OUTSIDE OF THE CITY

- 20.1 Contractor shall provide all services pursuant to this Agreement throughout the City Service Area.
- Service Area shall not be deposited in the Landfill, except as authorized herein. The City may authorize, in its sole discretion, the Contractor to deposit Solid Waste generated from the Township of Nelson and the Lake Mead National Recreation Area, including business enterprises located and operated within the Lake Mead National Recreation Area, and commercial businesses located in the Eldorado Valley, but outside the City's corporate limits and located in adjacent unincorporated Clark County, in the Landfill. Any Solid Waste deposited in the Landfill from areas outside the City Service Area shall have the specific approval of the City. The City's approval for depositing Solid Waste in the Landfill from the Township of Nelson and/or commercial

businesses located in the Eldorado Valley outside the City's corporate limits and located in adjacent unincorporated Clark County will remain in effect until such time as the City provides Contractor with written notice to withdraw this approval. In this event, the City shall provide Contractor a sixty (60) day notice to cease depositing Solid Waste generated from these specified areas.

- 20.3 Contractor shall supply the City on a quarterly basis the actual amount of tons of Solid Waste brought into the Landfill from areas outside of the City's corporate limits, customers listed in Attachment C. To the fullest extent permitted by applicable law, these reports shall be maintained by the Contractor and the City as confidential and proprietary business information.
- 20.4 Contractor shall collect, and remit to the City, a fee that is double the Landfill closure/maintenance fee, as established in Attachment E, for any Solid Waste that is generated and/or collected outside the City's corporate limits and deposited in the Landfill. Notwithstanding the foregoing, this Section does not apply to the Lake Mead Recreation Area and the National Park Service through the term of this Agreement.
- 20.5 The City's approval for depositing waste from the Lake Mead National Recreation Area in the Landfill shall remain in effect for the duration of this Agreement. The agreement between Contractor and the National Park Service to deposit Solid Waste at the Landfill shall not be entered into or extended without the prior approval of the City.
- 20.6 In the event that the City approves the depositing of Solid Waste from outside of the City's corporate limits in the Landfill, Contractor shall charge a disposal fee that is greater than or equal to the fee that is charged to similar Customers.
- 20.7 For any Solid Waste from the Township of Nelson, the Lake Mead National Recreation Area, and commercial businesses located in the Eldorado Valley outside the City's corporate limits that is deposited in the Landfill, Contractor shall provide recycling options to these customers that are similar to the recycling options of Commercial Customers. Contractor has the right to recover all of the costs that are associated with providing a recycling program to commercial businesses located outside of the City's corporate limits.

SECTION TWENTY-ONE LOAD CHECKING PROGRAM

21.1 Intentionally Omitted.

SECTION TWENTY-TWO LANDFILL INSPECTION

22.1 Intentionally Omitted.

SECTION TWENTY-THREE RATES

23.1 Rules for Commercial Accounts

- 23.1.1 Except as otherwise provided in this Agreement, the monthly rates for each Commercial Customer are established in accordance with and under the terms and conditions of the schedule of rates set forth in Attachment E, which is attached hereto and incorporated herein by this reference, as may be established and amended by the City Council.
- 23.1.2 The monthly rates for Solid Waste Service for Commercial Customers shall be adjusted annually based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average (CPI-U) between zero and four percent (4%), as published by the United States Department of Labor, Bureau of Labor Statistics, Washington D.C. In the event of the discontinuance of such index, the amount of such adjustment shall thereafter be made on the basis of whatever index or economic indicator that shall replace or supersede the discontinued index reconciled in such a manner that will properly reflect relativity of said indexes or indicators. The monthly rates for collection and disposal of Solid Waste for all Customers shall be adjusted annually on July 1, based upon the percentage change in the CPI-U for the preceding year ending in the month of December. The computation of the adjustment shall be verified by the City. For purposes of clarity, annual increases to such rates in accordance with the percentage change in the CPI-U shall not be greater than four percent (4%) in any given year.
- 23.1.3 A ten percent (10%) late charge will be assessed after the fifteenth (15th) day of the following month for late payments from Commercial Customers. Contractor may terminate Solid Waste Service for any Commercial Customer that is thirty (30) days in arrears. Contractor will not reinstate Solid Waste Service until the past due amount is paid in full, including a \$45.00 fee for resuming Solid Waste Service. Contractor may bill

Customers for any non-sufficient fund fees and for debt collection costs as approved by the City.

- 23.1.4 A minimum monthly charge shall be made to all Commercial Customers, whether the Solid Waste Service is used or not, in the amount as set forth in Attachment E.
- 23.1.5 The monthly billing to Commercial Customers shall not decrease or increase based upon the Customer's participation in the Contractor's commercial recycling program. However, no Customer shall be charged more for electing to recycle. Both single stream recycling and cardboard recycling shall be free throughout the life of the Agreement.

23.2 Rates For Residential Customers

- 23.2.1 Except as otherwise provided in this Agreement, the monthly rates for each Residential Customer are established in accordance with and under the terms and conditions of the schedule of rates set forth in Attachment E, which is attached hereto and incorporated herein by this reference, as may be established and amended by the City Council.
- 23.2.2 The monthly rates for Solid Waste Service for Residential Customers shall be adjusted on the same terms as set forth in Section 23.1.2.

23.3 Adjustment of Rates

23.3.1 In any given year when the State of Nevada or Federal government enacts a law or regulation that significantly impacts the cost of operations of Contractor pursuant to this Agreement in a manner not sufficiently accounted for by changes in the CPI-U, or in the event the agreement between Contractor and the National Park Service expires or is not renewed, so that said agreement is no longer in effect, the City and Contractor shall each have the right to seek a review of the rates or fees charged for Contractor's services under this Agreement. Such a review of rates may be initiated by the Party seeking such review by furnishing thirty (30) days advance written notice to the other Party, after which time the City may consider and approve a method for adjusting rates that are not based on changes in the CPI-U. In any year following a period when the adjustment to the rates was based on some method other than CPI-U, rate adjustments shall again be based on changes in the CPI-U.

- 23.3.2 In such a review, Contractor shall furnish financial statements prepared by a certified public accountant on an accrual basis to the City for its consideration and review prior to the request for the rate increase. Said financial statements shall include a balance sheet, a statement of income, expenses and retained earnings and a statement of changes in financial position with appropriate notes or qualifications, including the same information with respect to Contractor's agreement with the National Park Service. If other operations of Contractor are included in said financial statements, then Contractor shall provide the City with a segmented financial statement that only shows the City's operation.
- 23.3.3 Following a review of the aforesaid financial statements, the City shall determine whether an increase or decrease in the rates or fees charged by Contractor under this Agreement is justified.
- 23.3.4 If the City determines that a requested rate or fee increase is not justified, or that the current rate should be decreased, Contractor may terminate this Agreement upon six (6) months written notice to the City. In that event, the City may, but shall not be obligated to, purchase or lease the equipment then owned and in use by Contractor at its fair market value, for a mutually agreeable term at a price to be determined by the then prevailing rental rates for similar equipment for use in Clark County, Nevada.
- 23.3.5 In the event that Contractor seeks a rate increase pursuant to Section 23.3, the City shall have the right to obtain competitive proposals for similar services from other Persons, enter into an agreement with said Persons for lesser rates, and thereafter terminate this Agreement upon six (6) months written notice to Contractor. Notwithstanding the foregoing, in the event that Contractor seeks a rate increase as a result of the expiration or termination of its agreement with the National Park Service, the City shall not have the rights that are set forth in this Section 23.3.5.
- 23.4 Contractor may occasionally provide other services related to Solid Waste Service in the City that are not specifically provided for under this Agreement. If the intended services are not covered by this Agreement, Contractor shall notify the City and propose a rate for the service. Upon approval by the City, Contractor may proceed to offer that service.

SECTION TWENTY-FOUR FEES TO BE PAID TO THE CITY

- 24.1 Contractor shall pay the following fees to the City for the following services or purposes:
 - 24.1.1 Five percent (5%) of revenues received by Contractor from Residential and Commercial Customers in consideration of the services provided by the City for the administration, billing and collection of amounts due to Contractor for Solid Waste Services by the Contractor from all Residential and Commercial Customers.
 - 24.1.2 Contractor shall be responsible for the administration, billing and collection from all other Customers, excepting Residential Customers.
 - 24.1.3 Except as otherwise approved by the City, Contractor may charge any Person a host fee of \$1.25 per ton of Solid Waste that is deposited in the Landfill, excepting Solid Waste that is deposited directly at the Landfill by any Person as permitted under this Agreement, collected from the City's sponsored events, or generated by the City.
 - 24.1.4 Ten percent (10%) of the gross revenues received by Contractor from the National Park Service for collection and disposal of Solid Waste in the Landfill, and from Persons located within the Lake Mead National Recreation Area collected by Contractor pursuant to the agreement existing between Contractor and the National Park Service.

SECTION TWENTY-FIVE REPORTING

25.1 Monthly Reports

- 25.1.1 On a monthly basis, by the fifteenth (15th) day of each month, Contractor shall provide a report to the City containing information for the previous month, which shall be certified to be accurate by Contractor. The reports required in this Section shall include:
 - A log of complaints and resolutions for all Customers. At a minimum, the
 complaint log shall include, for each complaint, the Customer's name or
 business name, service address, contact telephone number, date of complaint, a
 description of the complaint, how the complaint was received (phone, e-mail,
 written correspondence, other), a description of how the complaint was
 resolved, the date of resolution, and any additional notes or comments.

- A description of any vehicle accidents or infractions imposed against on-duty employee drivers.
- A description of any changes to collection routes, containers, vehicles, customer service, or other related services.
- A log of any missed collections.
- A summary of any educational workshops for Customers, including workshop outline, date, location, number of participants, and type and number of materials distributed.
- A summary of other educational efforts for Customers.
- Receipts from the Landfill gate located at Landfill available for City inspection.

25.2 Quarterly Reports

- 25.2.1 On a quarterly basis, Contractor shall provide a report containing information for the preceding quarter, which shall be certified to be accurate by Contractor. The reports required in this Section shall include:
 - A compilation of program participation statistics including, at a minimum, a summary of Customers' participation in recycling programs, number of Commercial Customers participating in recycling programs, and statistics for residential Solid Waste & Recyclables collection services.
 - A summary of the quantities of Recyclables for each type of Customer, including the processing residues disposed and market prices.
 - A map depicting the work area in the Landfill, including a depiction of the features constructed in the prior quarter, such as culverts, fences, ditches, rip rap, etc.
 - A status report of Landfill cell usage.
 - A map indicating the locations of all past, current and proposed Landfill cells, including a cross-section map of current and successor Landfill cells and their width and depth in not less than ten foot (10') increments.
 - A tabulation of Commercial Customers that includes the size of container and of frequency collection for each Commercial Customer.

- SNHD Landfill Inspection report, Contractor will submit a copy to the City upon completion by SNHD.
- National Department of Environmental Protection (NDEP) Solid Waste Disposal report, Contractor will submit a copy to the City upon completion by Contractor.

25.3 Annual Reports

- 25.3.1 On an annual basis, by the last business day of January, Contractor shall provide a report containing the following information:
 - A discussion of highlights and other noteworthy experiences, along with measures that were taken to resolve any problems, increase efficiency, and increase participation in Solid Waste & Recyclables collection programs for all Customers.
 - A discussion of the Contractor's promotion and education efforts, and accomplishments for all Customers.
 - An inventory of current collection vehicles and other major equipment.
 - SNHD Recycling Facility report, performed semi-annually, Contractor will submit a copy to the City upon completion by SNHD.
 - SNHD Recycling Survey, Contractor will submit a copy to the City upon completion by Contractor.
 - By July 1 of each year, Contractor shall, at its expense, provide a copy of its' independently audited annual financial statements for the prior year prepared by an independent certified public accountant. Said audit shall include notes, schedules, income breakdown by client and any other pertinent information related to the operation of the franchise agreement. The City shall have the right to hire, at the City's sole cost, an independent firm to prepare a formal audit of the annual financial statements of Contractor. Contractor shall cooperate fully and provide all reasonably requested information to the City's retained auditor.
- 25.4 If collection vehicles are used to service more than one (1) type of Customer or jurisdiction, Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection quantities. The apportioning methodology shall be subject

to prior review and approval by the City and shall be periodically verified through field testing by Contractor that is reported to the City.

SECTION TWENTY-SIX DEFAULT, REMEDIES, TERMINATION

- Agreement, the City shall give Contractor written notice specifying the breached provisions of the Agreement. Contractor shall have a reasonable period of time, as mutually agreed upon by Contractor and the City, from receipt of the written notice to cure the default or to initiate efforts satisfactory to the City to remedy the default. If Contractor wishes to contest the City's declaration of default, Contractor shall provide written notice of its intent to contest the declaration of default within ten (10) business days of receiving the written notice of default.
- 26.2 In the event that Contractor does not cure the default or does not initiate efforts to remedy the default within the agreed upon cure period, the City may either terminate this Agreement upon thirty (30) days' written notice to Contractor or may complete the services provided under this Agreement, or any part thereof, at the cost of Contractor. In the event a Contractor default results in a public health or environmental hazard, the City shall give the Contractor written notice and the City has the right, not the obligation, to act immediately to protect public health and the environment.
- 26.3 The City reserves the right to pursue any remedy available under law for any default by Contractor. The City shall be entitled to seek from Contractor, as damages, all reasonable expenses incurred, including reasonable attorneys' fees, together with all such additional sums as may reasonably be necessary to complete the services provided under this Agreement, together with any further damages sustained or to be sustained by the City. If the City's employees provide Solid Waste & Recyclables collection, the actual incremental costs of the City's labor, overhead, and administration shall serve as the basis for the reasonable expenses incurred.
- 26.4 Should a breach or default of this Agreement result from an act of God, strike, public enemy or other force majeure cause that is beyond the control of Contractor, the City shall have the right, but not the obligation, during such period to collect Solid Waste using Contractor's equipment as required, and Contractor shall thereafter reimburse the City for the services

performed in such an event in an amount equal to but not more than Contractor's cost for performing like services in the immediately preceding period.

SECTION TWENTY-SEVEN

PERMITTING AND ENGINEERING FEES

27.1 Contractor shall be responsible for the payment of the annual SNHD permit renewal fees associated with both the Landfill and the Recycling Center.

SECTION TWENTY-EIGHT CLOSURE AND POST-CLOSURE MAINTENANCE

- 28.1 The City, with the cooperation of Contractor, shall be responsible for the following: the preparation and submission of a plan to SNHD for the closure and post-closure maintenance of the Landfill; the submission for an air emissions permit; and the satisfaction of the financial assurance requirements for the Landfill as required in Chapters 444.6891, 444.6892, 444.6893, 444.6894 and 444.6895 of the NAC, and as may be amended.
- 28.2 On an annual basis, the City will provide Contractor with the appropriate documentation for the financial assurance for the Landfill to be kept on file at the Landfill.

SECTION TWENTY-NINE CONTRACTOR'S RECYCLING RESPONSIBILITIES

29.1 Intentionally Omitted.

SECTION THIRTY NO DEPOSITING OF RECYCLABLES IN LANDFILL

30.1 Intentionally Omitted.

SECTION THIRTY-ONE RECYCLING DUTIES OF THE CITY

31.1 Intentionally Omitted.

SECTION THIRTY-TWO

RECYCLING COSTS AND PROCEEDS

32.1 Intentionally Omitted.

SECTION THIRTY-THREE OPERATIONS AS A SEPARATE ENTITY

- 33.1 The operations of Contractor shall be conducted separately and independently from any other business, operation or entity of Contractor for which Contractor has an ownership or equity interest.
- 33.2 The assets, liabilities, revenues, expenses and net worth of Contractor relating to Contractor's performance under this Agreement shall not be commingled, combined, consolidated or incorporated with any other operation or business in which Contractor has an ownership or equity interest.

SECTION THIRTY-FOUR DEFAULT

34.1 Intentionally Omitted.

SECTION THIRTY-FIVE INDUSTRIAL INSURANCE

35.1 Contractor shall maintain, in full force and effect during the term of the Agreement, insurance or shall be self-insured in accordance with, or permitted by, the Employers Industrial Insurance System of Nevada, or as otherwise permitted by law, as now in force or as the same may be from time to time amended or modified. A certificate of such insurance coverage shall be provided to the City within ten (10) days after execution of this Agreement. Contractor shall provide the City with proof of continued insurance coverage.

SECTION THIRTY-SIX INDEMNIFICATION BY CONTRACTOR

36.1 Contractor shall indemnify and save harmless the City and its City Council, officers, agents and employees, for and from all loss, liability, claims, demands, actions or suits, of every kind and description, arising or resulting from, or in any way relating to, any operations

of Contractor pursuant to this Agreement, including sub-contractors, or the exercise of any right or privilege granted to Contractor under this Agreement.

SECTION THIRTY-SEVEN INDEMNIFICATION BY CITY

37.1 The City shall indemnify and save harmless Contractor and its officers, agents, employees and representatives for and from all loss, liability, claims, demands, actions or suits, of every kind and description, arising or resulting from, or in any way relating to, the negligent, careless or intentional actions or conduct of the City and its City Council, officers, agents and employees.

SECTION THIRTY-EIGHT LETTER OF CREDIT

- 38.1 Contractor shall furnish the City with a performance bond to remain in full force and effect during the term of this Agreement, as approved by the City, that is executed by Contractor, as principal, and by a corporate surety, as surety, in the sum of at least Five Hundred Thousand Dollars (\$500,000.00); Two Hundred Fifty Thousand Dollars (\$250,000.00) conditional upon the faithful performance by Contractor, including sub-contractors, and Two Hundred Fifty Thousand Dollars (\$250,000.00) for labor and materials utilized in performance of this Agreement. The City shall have no obligation to pay any remittance or moneys to Contractor until said bond is furnished to the City. In accordance with NAC 444.6854, Contractor shall notify SNHD that a copy of the performance bond has been placed in the operating records of the disposal site.
- 38.2 In lieu of Contractor providing the City with a performance bond, the City agrees to consider, in good faith, alternative means, as may be proposed by Contractor, for Contractor to provide equivalent security to the City, including the following: (1) Contractor may obtain, at its expense, guarantees of performance from third parties as approved by the City; (2) Contractor may obtain, at its expense, a stand-by letter of credit, as approved by the City, to secure Contractor's performance; or (3) a combination of the foregoing.
- 38.3 Nothing contained herein shall obligate the City to accept any other proposed alternative to the performance bond, but the City shall consider, in good faith, proposed alternatives that may be made by Contractor at any time during the term of this Agreement and

shall permit such alternative or alternatives to be implemented to the extent that equivalent security is provided to the City, and that there is no material detriment to the City from the adoption of such alternative or alternatives.

SECTION THIRTY-NINE PUBLIC LIABILITY INSURANCE

- 39.1 Contractor shall, at its cost and expense, obtain and maintain in full force and effect throughout the term of this Agreement, public liability insurance approved by the City to insure Contractor, the City, its City Council, their officers, agents and employees, and each of them, against liability for bodily injury or death to and of any person or persons and for any property damage, arising or resulting from the operations of Contractor pursuant to this Agreement. The commercial general liability insurance shall have minimum of one million dollars (\$1,000,000) for each occurrence and a general aggregate of two million dollars (\$2,000,000).
- 39.2 Policies or certificates of said insurance, approved as above-mentioned, shall be filed with the City within ten (10) days after execution of this Agreement. Contractor shall provide the City proof of continued insurance coverage.
- 39.3 The policy or policies of insurance issued hereunder shall contain a provision that said insurance is primary coverage and will not be canceled by the insurer except after filing with the City ten (10) days written notice of any cancellation so proposed.

SECTION FORTY

SALES, ASSIGNMENTS AND SUBLEASES

- 40.1 Contractor may not assign or otherwise transfer or convey this Agreement or any part thereof without the express written consent of the City. If consent is once given by the City to the assignment of this Agreement, the City shall not be barred from subsequently refusing to consent to any further assignment.
- 40.2 Any attempt to assign or otherwise transfer or convey this Agreement or any part thereof without the City's consent shall be deemed a default by Contractor.
- 40.3 When requested by Contractor, approval by the City of a subcontract or assignment shall not be unreasonably withheld, and Contractor shall pay to the City the sum of \$250,000 as a transfer fee for any such assignment. Any Change in Control of Contractor shall be defined and

considered an assignment under this Agreement, except for any transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited liability companies, limited partnerships, or any other entity owned or controlled by the Contractor upon the Effective Date of this Agreement.

40.4 In the event any assignment or conveyance of this Agreement or any part thereof occurs, all of the terms, conditions and agreements herein contained shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties.

SECTION FORTY-ONE SUBCONTRACTORS

41.1 Contractor shall not subcontract any of the services required pursuant to this Agreement without the prior written consent of the City.

SECTION FORTY-TWO

SANITARY FACILITIES FOR EMPLOYEES

42.1 Contractor shall provide sanitary facilities at the Landfill for use of its employees that comply with the City's municipal code, including, but not limited to, septic tanks or other sewage facilities as approved by the City. Contractor shall be responsible for the cost of all utilities, maintenance, protection, insurance, and permitting associated with Contractor's facilities.

SECTION FORTY-THREE

INSOLVENCY

43.1 In the event Contractor becomes insolvent, or files a bankruptcy petition and such petition is not vacated or dismissed within one hundred twenty (120) days after the commencement thereof, then the City may declare that Contractor is in default of the Agreement.

SECTION FORTY-FOUR

NOTICES

44.1 Any notices to the City as required by the Agreement shall be sent by certified mail, postage prepaid, addressed to the City of Boulder City, 401 California Avenue, Boulder City, Nevada 89005 to the attention of the City Manager.

44.2 Any notices to Contractor as required by the Agreement shall be sent by certified mail, postage prepaid, addressed to Waste Logistics Nevada, Inc., 7197 Durango Street, Las Vegas, Nevada 89120 to the attention of Stephen Kalish, President.

SECTION FORTY-FIVE SECTION HEADINGS

45.1 The section headings contained in the Agreement are for convenience in reference only and are not intended to define or limit the scope of any provisions of this Agreement.

SECTION FORTY-SIX VALIDITY

46.1 In the event that any condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such condition or provision shall in no way affect any other condition or provision of this Agreement.

SECTION FORTY-SEVEN CONTROLLING LAW AND JURISDICTION

47.1 This Agreement shall be construed pursuant to the laws of the State of Nevada. Any suit or action arising out of or relating to this Agreement shall be instituted in a court of competent jurisdiction in Clark County, Nevada.

SECTION FORTY-EIGHT ENTIRE AGREEMENT

48.1 This Agreement supersedes all prior agreements or contracts between the Parties or their predecessors and contains the entire Agreement between the Parties. No statement, promise, or inducement made by either Party or agent of either Party that is not contained in this Agreement shall be valid or binding. This Agreement may not be enlarged, modified or altered except in a writing signed by the Parties and endorsed hereon.

SECTION FORTY-NINE TIMELINESS OF PERFORMANCE

49.1 Time is of the essence as to all duties and obligation imposed by this Agreement.

SECTION FIFTY

AUTHORITY

50.1 The officers and representatives of the Parties hereto each warrant and represent that they are the duly appointed representatives of their Party, duly authorized to execute this Agreement on behalf of their Party, and any resolution of the City required for said authorization has been enacted or passed.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY: CITY OF BOULDER CITY, a municipal corporation organized under the laws of the State of Nevada By: Rod Woodbury, Mayor	CONTRACTOR: WASTE LOGISTICS NEVADA, INC., a Nevada corporation By: Stephen M. Kalish, President & COO
APPROVED AS TO FORM: Steve Morris, City Attorney	ATTEST: Sorene Krumm, City Clerk
STATE OF NEVADA))ss. COUNTY OF CLARK)	

Public, in and for said County and State, personally appeared Stephen M. Kalish, who

acknowledged to me that he executed the above instrument for the purposes herein stated.

On this 7 day of September, 2018, before me the undersigned, a Notary

WITNESS my hand and official seal.

NOTARY PUBLIC in and for said County and State

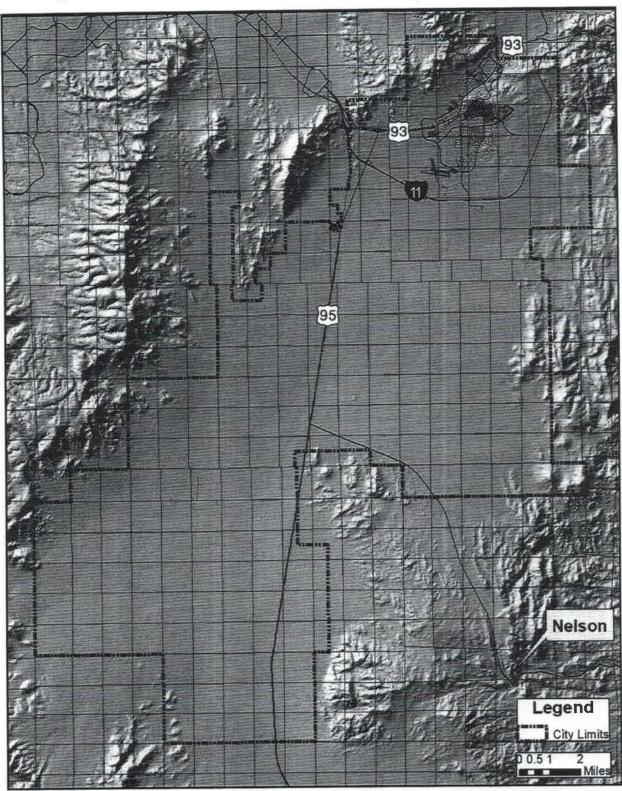
LLY SIMON ARY PUBLIC E OF NEVADA on Expires: 07-12-2021 to No: 17-3456-1

ATTACHMENT A TO THE AGREEMENT Service Area Map



EXHIBIT A Boulder City Service Area Map





ATTACHMENT B

TO THE AGREEMENT

Property & Equipment List

Located at 2500 Utah St.

EQUIPMENT	OWNER	NOTES
Recycling Building – 80x80	COBC	
Kiosk Shed	COBC	3
Office Trailer	PAC VAN, Inc	Leased by BC Disposal
Fencing - Residential Drop Off Area	Tiberti Fence Co.	Rented by BC Disposal
Fencing – Recycling Building Front & Back	Tiberti Fence Co.	Rented by BC Disposal
Port-A-Potty	A-Company, Inc	Leased by BC Disposal
Mechanic Shop & Cement Slab	BC Disposal	
All Collection and Service Vehicles	BC Disposal	
Containers – Roll-Off/Front-Load/Rear-Load	BC Disposal	
Residential Carts – 96 gallon	BC Disposal	
Water Truck	BC Disposal	
Recycling Scale	BC Disposal	
Landfill/Truck Scale at Office	BC Disposal	
John Deer 744 K Loader	BC Disposal	
T-Rex Landfill Compactor	BC Disposal	
Recycling Compactor Near Recycling Building	BC Disposal	
Security System/Camera System	BC Disposal	
Four (4) Fuel tanks	BC Disposal	
Oil, Transmission, Hydraulic Tanks	BC Disposal	
Septic Tank	BC Disposal	
Air Compressor & Mechanic Tools	BC Disposal	
Caterpillar Bobcat	BC Disposal	
K Rails (Concrete Barriers)	BC Disposal	

Notes:

COBC = City of Boulder City, Nevada BC Disposal – Boulder City Disposal, Inc

ATTACHMENT C

TO THE AGREEMENT

Outside Waste

Customer	Address
Township of Nelson	
National Park Service	Lake Mead National Recreation Area
	Includes all customers within the LMNRA
Portable Aggregate Producers	13055 S Old Hwy 95

ATTACHMENT D TO THE AGREEMENT City Can List

Cans to be collected as per Section 15.4

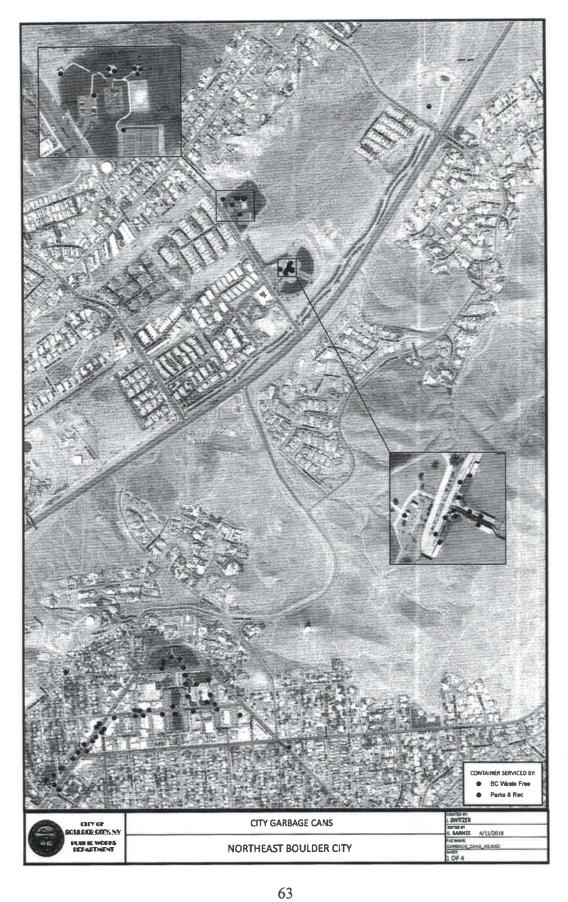
	# of			
Location	Cans	Summer*	Winter**	Location***
Fish Pond	7	Daily	Daily	Veterans Park
Model Boat Pond	5	Daily	Daily	Veterans Park
Pratte Soccer Fields	6	Daily	3x's/week	Veterans Park
Splash Park & Gazebos	15	Daily	3x's/week	Veterans Park
Gazebos west of Splash Park (Girl Scout Hill)	18	Daily	3x's/week	Veterans Park
Ball Fields	12	Daily	4x's/week	Veterans Park
Skate Park	1	Daily	3x's/week	Veterans Park
Bike Park	1	Daily	3x's/week	Veterans Park
Broadbent Park	7	Daily	4x's/week	Ave B @ 5th Street
Bicentennial Park	3	Daily	4x's/week	California @ Colorado
Wilbur Square	6	Daily	4x's/week	1100 Colorado
Oasis Park	2	Daily	3x's/week	1419 Marita
Del Prado Park	5	Daily	3x's/week	901 Utah
Lakeview Park	2	Daily	3x's/week	100 Walker Way
Hemenway Park	8	Daily	4x's/week	198 Ville
Hemenway Ball Fields	8	Daily	3x's/week	122 Ville
Xeriscape Park	1	Daily	2x's/week	1800 Royal Birkdale
Crowe Park	2	Daily	2x's/week	640 Nevada Way
Sundial Park	1	Daily	2x's/week	620 Nevada Way
River Mt Trail Parking Lot	1	Daily	2x's/week	600 feet west of St Jude
Pacifica Trailhead	2	Daily	3x's/week	120 Pacifica Way
Bootleg Canyon Park	9	Daily	3x's/week	
Bootleg Canyon Restrooms	6	Daily	3x's/week	
Vets Drive	1	Daily	3x's/week	
Adams Blvd	3	Daily	3x's/week	
Cemetery	1	Daily	3x's/week	501 Adams Blvd
Bicentennial Park Playground	1	Daily	3x's/week	Bicentennial Park
Bicentennial Park BBQ	2	Daily	3x's/week	Bicentennial Park
Bicentennial Park Restroom	1	Daily	3x's/week	Bicentennial Park
Recreation Center	2	Daily	3x's/week	900 Arizona
Courthouse	1	Daily	3x's/week	525 Ave G
DWP Building	1	Daily	3x's/week	600 Nevada Way
Whalen Field	3	Daily	3x's/week	891 Ave B
Bravo Field	3	Daily	3x's/week	891 Ave B
City Hall	1	Daily	3x's/week	401 California
TOTAL CANS	148			

Notes:

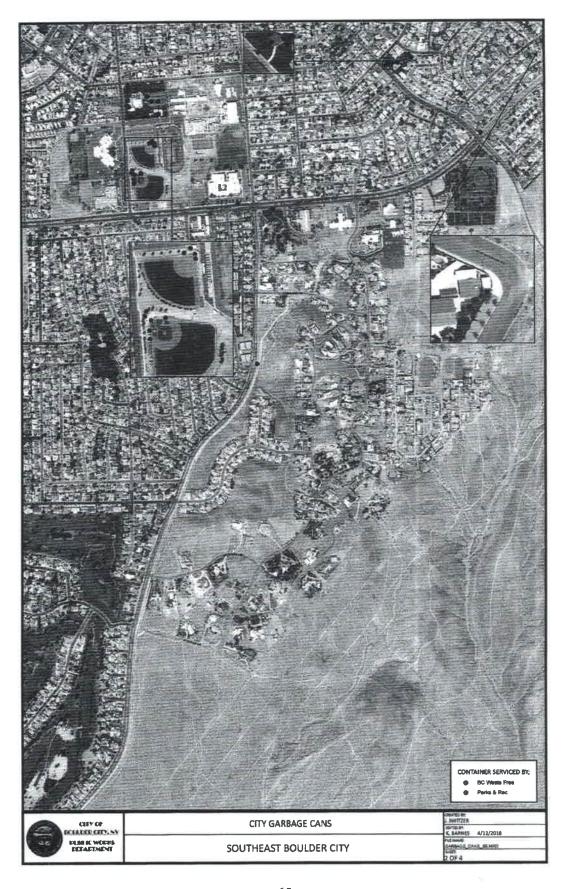
- *May-Oct
- **Nov-April
- ***Cans in the parks require walking to the can location. Truck cannot get to park cans

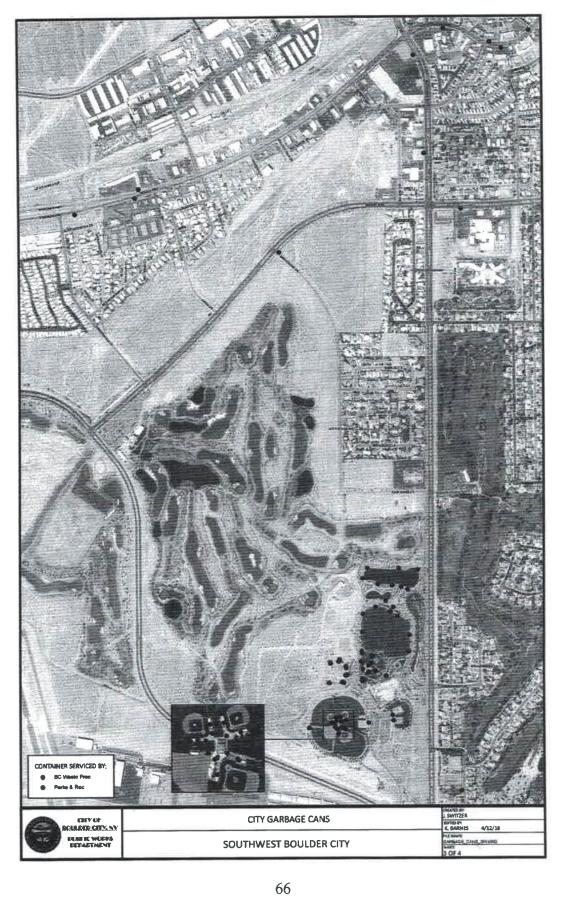
FYI: All trash cans require trash bags and the cans vary in size by location

Cans may be added or subtracted from this list. Contractor will be notifed as necessary. Total number of cans to be collected will not exceed the contractual amount.









ATTACHMENT E TO THE AGREEMENT

Rates

COMMERCIAL RATES

Effective July 1, 2018

LANDFILL

CONTAINER	2x A WEEK	MAINTENANCE FEE TOTAL		
1 YARD	\$93.07	\$3.60	\$96.67	
2 YARD	\$150.35	\$7.20	\$157.55	
3 YARD	\$231.47	\$10.80	\$242.27	
6 YARD	\$462.99	\$21.60	\$484.59	
		LANDFILL		
CONTAINER	3x A WEEK	MAINTENANCE FEE	TOTAL	
1 YARD	\$133.87	\$5.40	\$139.27	
2 YARD	\$210.90	\$10.80	\$221.70	
3 YARD	\$337.64	\$16.20	\$353.84	
6 YARD	\$675.30	\$32.40	\$707.70	
CONTAINER	6x A WEEK	LANDFILL MAINTENANCE FEE	TOTAL	
1 YARD	\$202.08	\$10.80	\$212.88	
2 YARD	\$330.95	\$21.60	\$352.55	
3 YARD	\$523.97	\$32.40	\$556.37	
6 YARD	\$1,047.92	\$64.80	\$1,112.72	
1 CAN	2x A WEEK	LANDFILL MAINTENANCE FEE	TOTAL	
32 GALLON	\$20.92	\$3.60	\$24.52	
64 GALLON	\$41.84	\$3.60	\$45.44	
96 GALLON	\$62.77	\$3.60	\$66.37	
2 CAN	2x A WEEK	LANDFILL MAINTENANCE FEE	TOTAL	
32 GALLON	\$41.86	\$3.60	\$45.46	
64 GALLON	\$83.71	\$3.60	\$87.31	
96 GALLON	\$125.54	\$3.60	\$129.14	

3x or 6x A WEEK SERVICE IS AVAILABLE UPON REQUEST

***A \$ 17.16 CHARGE WILL BE ASSESSED TO ANY COMMERCIAL CUSTOMERS WHO REFUSE SOLID WASTE REMOVAL SERVICE



RESIDENTIAL SERVICE

Effective July 1, 2018

RESIDENTIAL RATE	\$13.68
LANDFILL MAINTENANCE FEE*	\$1.50
TOTAL	\$15.18

TOTER RENTAL	\$3.57

*Landfill Maintenance Fee may be amended from time to time by Resolution of the City Council



COMMERCIAL ROLL-OFF RATES

Effective July 1, 2018

вох	F	LANDFILL RATE MAINTENANCE TOTAL					OTAL	
	\$10	.10 per Yard	<u></u>		FEE			
22								
YARD	\$	222.20		\$	9.90		\$	232.10
24								
YARD	\$	242.40		\$	10.80		\$	253.20
30								
YARD	\$	303.00		\$	13.50		\$	316.50
40								
YARD	\$	404.00		\$	18.00		\$	422.00

A DEMURRAGE CHARGE OF \$21.18 PER EVERY 24 HOURS IS ASSESSED AFTER THE FIRST 72 HOUR PERIOD

ALL ROLL OFF SERVICE WILL REQUIRE 24 HOUR NOTICE

CUSTOMERS WITHOUT AN APPROVED ROLL-OFF ACCOUNT WILL BE REQUIRED TO PAY FOR SERVICE IN FULL AND IN ADVANCE

CUSTOMERS WHO OWN THEIR ROLL-OFF BOX WILL BE CHARGED \$9.06 PER YARD

COMPACTOR RATES ARE AVAILABLE UPON REQUEST



LANDFILL RATES

Effective July 1, 2018

AL 1.66 Per Ton
0.80 2.3 % OF DISPOSAL FEES
5.00 (\$0.0075 per pound)
).46
5.82
9.07





ATTACHMENT F

TO THE AGREEMENT

Equipment List

Equipment to be Purchased	Completion Date
Commercial Roll-Off Truck	2019
Commercial Roll-Off Truck	2021
Commercial Front-Load Truck	2019
Commercial Front-Load Truck	2021
Residential Rear-Load Truck	2021
Residential Rear-Load Truck	2022
Residential Rear-Load Truck	2023
Residential Rear-Load Truck	2024
Roll-Off Boxes, Toters, and Front-Load Containers	Annually
Water Truck	Upon Retirement of Existing Water Truck

FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

THIS AGREEMENT is made and entered into on the 6th day of February, 1996, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter called "COUNTY" and SILVER STATE DISPOSAL SERVICE, INC., a Nevada corporation, hereinafter called "CONTRACTOR."

RECITALS:

WHEREAS, Federal and State regulations mandate environmentally sound solid waste disposal; and,

WHEREAS, the Board of County Commissioners may provide solid waste collection services within the unincorporated COUNTY; and,

WHEREAS, the Board of County Commissioners, pursuant to NRS 244.187 and 244.188 may grant an exclusive franchise to any person to perform collection and disposal of "garbage and other waste", collectively called solid waste; and,

WHEREAS, solid waste collection service and curbside recycling are presently provided by exclusive franchises in certain urban and rural solid waste service areas and,

WHEREAS, the Board of County Commissioners has determined that franchised solid waste collection service, curbside recycling and household hazardous waste collection provide the most effective approach to environmentally sound solid waste collection and disposal services; and,

WHEREAS, the Board of County Commissioners desires to provide

environmentally sound solid waste collection and disposal services for certain rural service areas of unincorporated Clark County; and,

WHEREAS, the CONTRACTOR is willing to perform solid waste collection and disposal services within the aforementioned rural service areas; and,

WHEREAS, the COUNTY and the CONTRACTOR desire to define rate-setting methodology and incorporate and merge the existing contract and amendments into a single new exclusive contract for all of the collection and disposal of solid waste, residential and multifamily recycling and household hazardous waste collection and disposal within the rural and urban solid waste service areas of unincorporated Clark County as defined in this agreement.

NOW, THEREFORE, the parties agree as follows:

For and in consideration of the demands, terms, covenants, 1. agreements and conditions herein contained, CONTRACTOR hereby agrees to collect and dispose of solid waste as described in Title 9, Chapter 9.04 of the Clark County Code and amendments thereto, and in conformity with all applicable laws, regulations and ordinances, from the receptacles kept and maintained by the places of business, public buildings, hotels, mobile home parks, multifamily dwellings and single family dwellings within boundaries of Urban Solid Waste Service the

(hereinafter referred to as the Urban Area), as more particularly described in Exhibit "A" and delineated on the maps marked Exhibits "B-1 and B-2" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04; and the Rural Solid Waste Service Area (hereinafter referred to as the Rural Area), as more particularly described in Exhibit "C" and delineated on the maps marked Exhibits "D-1 through D-6" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04 of the Clark County Code and amendments thereto. CONTRACTOR and COUNTY agree that CONTRACTOR shall continue service for existing customers as of the effective date of this contract.

- 2. CONTRACTOR and COUNTY hereby agree that the demands, terms, covenants, agreements and conditions contained in all prior solid waste collection contracts and modifications are hereby rescinded and void, such prior solid waste collection contracts are hereby rescinded and replaced in their entirety by this exclusive contract.
- 3. CONTRACTOR agrees to own, purchase, contract for the purchase of, or lease, and shall at all times during the term hereof maintain and make available for the performance of the services required herein equipment in

good operating condition sufficient in quantity and quality to satisfy the need therefor as presently exists or may hereafter arise to fulfill the terms of this Contract. CONTRACTOR agrees to guarantee solid waste disposal for all solid waste collected under the terms of this Agreement.

- 4. This Contract shall become effective on February 6, 1996, and terminate on September 30, 2010, said effective and termination dates being subject to all additional provisions for extension or early termination contained within this contract. This contract may be cancelled by the CONTRACTOR with 180 days written notice to the COUNTY.
- make solid waste collections and provide services at the service levels and rates for the solid waste service areas herein delineated and as specified within this contract and subject to the provisions in Title 9 of the Clark County Code and amendments thereto, Chapter 9.04. All solid waste so collected shall be hauled to authorized transfer stations, landfills, recycling facilities, or such other facilities which may be authorized by the Board of County Commissioners and agreed to by the CONTRACTOR. The routes requested by CONTRACTOR to be travelled within unincorporated Clark County to and from transfer stations

and landfills or other authorized facilities shall be subject to agreement by CONTRACTOR and approval by COUNTY.

- 6. CONTRACTOR shall have the right to and agrees to make available within the areas specified within this contract an exclusive environmental Curbside Recycling Collection Program and an exclusive Household Hazardous Waste Collection Program for its residential customers in the Urban Solid Waste Service Areas and Rural Solid Waste Service Areas of Clark County. Under these programs:
 - CONTRACTOR shall make collections of recyclable materials from residences biweekly on regularly scheduled solid waste pickup days as designated by CONTRACTOR. Curbside recycling collections shall be not less than two weeks apart. Recyclable materials collected shall include but not be limited to tin and aluminum cans, newspapers and magazines, glass and plastic bottles, cardboard (if broken down stacked) and used or waste motor oil in containers provided by the customers, that do not leak and are not more than one (1) gallon capacity. Additional recyclable materials may be accepted at future dates. Recyclable materials collected under curtside recycling program provisions of this contract shall not be deposited in any landfill or other disposal

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- All recyclable material so collected shall be hauled to CONTRACTOR'S Recycling Center. In addition, selected loads of commercial solid waste may be transported in collection trucks to CONTRACTOR's Recycling Center, at CONTRACTOR's discretion. The recyclable materials shall then be separated and the remaining refuse shall then be hauled to a solid waste transfer station or the Apex landfill, or such other facilities as may be requested by CONTRACTOR and approved by the Board of County Commissioners for disposition. The routes to be travelled within unincorporated Clark County between the CONTRACTOR'S Recycling Center, Transfer Stations, and the disposal site or sites shall be subject to agreement by CONTRACTOR and approval by COUNTY.
- c. CONTRACTOR shall provide for and have the exclusive right for collection of household hazardous waste from residents. Collection shall be offered at least four (4) times per year for one (1) day during the second week of January, April, September, and November. Household hazardous waste that shall be accepted, up to five (5) gallons or forty (40) pounds per household per period, shall include paints, varnishes, stains,

thinners, household cleaners, furniture or metal. polishes, liquid automotive products, pesticides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, and used or waste motor oil or other acceptable household hazardous Waste that shall not be accepted includes radioactive materials, explosives, water reactives, compressed gases, business or commercial waste, infectious waste, unlabeled/unknown materials, other materials or products as may, due to safety, health, similar concerns, orbe designated by governmental authority and agreed to by CONTRACTOR as unacceptable household hazardous Waste items. CONTRACTOR shall accept household hazardous waste materials at collection locations established by the CONTRACTOR, and shall inform customers of the dates, times and locations of pickups either by mail or by announcements in the local media.

7. CONTRACTOR shall maintain and operate their Silver State Recycles Nevada recycling facility in North Las Vegas for the duration of this Contract unless said facility shall be closed by an act of God, or other unforeseen act or condition necessitating closure beyond the control of CONTRACTOR.

- CONTRACTOR shall maintain and operate 8. the existing Shelbourne, Black Mountain (Henderson), and Cheyenne (North Las Vegas) transfer stations for the duration of this Contract unless said facilities shall be closed by an act of God, or other unforeseen act or condition necessitating closure beyond the control of CONTRACTOR. COUNTY and CONTRACTOR further agree that in the event the Board of County Commissioners determines that subsequent relocation of the Shelbourne transfer station is required by COUNTY, COUNTY and CONTRACTOR agree to relocation subject to payment by COUNTY of moving costs for non-real property used by CONTRACTOR as required by this Contract, and costs for required improvements necessary to provide equivalent operational facilities and capabilities, without cost to CONTRACTOR.
- 9. At its discretion, COUNTY shall make available to CONTRACTOR a site acceptable to CONTRACTOR and COUNTY within the Las Vegas Urban Solid Waste Collection Area of unincorporated Clark County for CONTRACTOR to develop and use for an additional transfer station. CONTRACTOR shall develop and place into operation said additional transfer station on said site, CONTRACTOR shall so do in accordance with the following conditions:
 - a. Plans and specifications for said additional transfer

station shall be approved by the Board of County Commissioners.

- b. Capacity of said additional transfer station shall be equal to or greater than the capacity of the Shelbourne Transfer Station as of January 1, 1993.
- c. CONTRACTOR shall make all required site improvements for installation and operation of said additional transfer station without cost to the COUNTY, including but not limited to necessary roads, paving, utilities, landscaping and other improvements required as a condition of this contract and any zoning, licensing, or permitting for the site without cost to the COUNTY.
- d. In the event the Board of County Commissioners determines that subsequent relocation of said additional transfer station is required by COUNTY, COUNTY and CONTRACTOR agree to relocation subject to payment of all moving costs and required improvements without cost to CONTRACTOR.
- e. CONTRACTOR shall have the sole right to set rates and collect fees for operation of said transfer station. CONTRACTOR further agrees that the provisions of this Contract for payment of franchise fees shall apply to said transfer station.
- f. CONTRACTOR agrees to complete and place said transfer

station into operation within eighteen months after a site is made available to CONTRACTOR by COUNTY, and COUNTY has approved the plans and specifications submitted bу CONTRACTOR at COUNTY's request. CONTRACTOR further agrees to operate said transfer station for the duration of this Contract unless said facility shall bе closed by an act OΕ governmental action or other unforeseen act or condition necessitating closure beyond the control of CONTRACTOR.

- g. COUNTY warrants that said transfer station site shall be free of waste materials deemed hazardous or toxic under provision of Federal, State or local law when said site is made available to CONTRACTOR.
- 9.1 In addition to maintaining and operating the transfer stations as specified in Sections 8 and 9, CONTRACTOR shall maintain and operate an additional transfer station for the duration of this Agreement unless said facility shall be closed by an act of God, or other unforeseen act or condition necessitating closure beyond the control of CONTRACTOR.

At its discretion, the COUNTY shall make available to CONTRACTOR a site acceptable to CONTRACTOR and COUNTY within the Las Vegas Urban Solid Waste collection area of

unincorporated Clark County for CONTRACTOR to develop and use for said additional transfer station. Such site shall be within the unincorporated area of Clark County within the vicinity of Vegas Valley Drive and Hollywood Boulevard. CONTRACTOR shall develop and place into operation said additional transfer station on said site in accordance with the following conditions:

- a. Plans and specification for said additional transfer station shall be approved by the Board of County Commissioners.
- b. Capacity shall be of a size to accommodate the needs of the area residents and the CONTRACTOR at said transfer station.
- c. CONTRACTOR shall have the sole right to set rates and collect fees for the operation of said transfer station, including establishing policies for acceptance and receipt of materials during the operation of the transfer station.
- d. CONTRACTOR agrees to complete and place said transfer station into operation as soon as practicable, but in any case within eighteen months, after a site is made available to CONTRACTOR by COUNTY and COUNTY has approved plans and specifications as submitted by CONTRACTOR pursuant to COUNTY'S request and CONTRACTOR

has been issued all permits pertaining thereto. Contractor will apply for all permits within sixty (60) days after COUNTY has approved site plans and specifications.

- e. COUNTY warrants that said transfer station site which it provides to CONTRACTOR shall be free of waste materials deemed hazardous or toxic under provisions of Federal, State, or local law when said site is made available to CONTRACTOR, and CONTRACTOR warrants that said site shall be returned to COUNTY in reasonably similar condition, free of waste materials deemed hazardous or toxic under provisions of Federal, State, or local law.
- f. In the event that the need for said additional transfer station shall diminish over the years, as indicated by a significant decrease in use, the CONTRACTOR shall have the right to request discontinuance of operation of said transfer station by giving the COUNTY notice One Hundred and Twenty (120) days prior to closure, and such closure being approved by the Board of County Commissioners.
- 10. CONTRACTOR agrees to establish and place into operation a minimum of seven solid waste disposal convenience centers or transfer stations, one to serve each of the communities

within rural solid waste service areas as delineated in the attached Exhibits "C" and "D-1 through D-6"; specifically one site for each of the following: communities: Mt. Charleston, Indian Springs, Overton/Logandale, Moapa/Glendale, Bunkerville, Searchlight, and Sandy Valley/Goodsprings. These centers shall provide residents of the area with alternative solid waste disposal, and at CONTRACTOR'S discretion, may be used as solid waste transfer stations for transshipment of solid waste to authorized landfills.

- a. Said rural convenience centers or transfer stations shall be located on mutually acceptable sites owned or controlled by the COUNTY or the CONTRACTOR and approved by the Board of County Commissioners.
- b. COUNTY and CONTRACTOR agree that CONTRACTOR shall have the right, subject to existing laws and codes, to determine physical layout, construction and operational characteristics of the sites. However, CONTRACTOR agrees to meet with COUNTY and local town advisory boards and citizens advisory committees within each area to obtain inputs and ascertain the desires of the residents for this service. CONTRACTOR agrees to operate convenience centers for public access a minimum of four (4) hours per day, a minimum

- of three (3) days per week, one such day being on a weekend.
- c. CONTRACTOR agrees to assume full costs and responsibility for site improvements, construction, operations, maintenance, and liability for operation of each convenience center or transfer site.
- d. CONTRACTOR shall have the sole right to establish rates and collect fees from customers for disposal of solid waste at these centers.
- e. CONTRACTOR and COUNTY agree that all such permanent or temporary convenience centers or transfer stations shall be placed in operation not later than one year after such sites are made available to CONTRACTOR by COUNTY or to COUNTY by CONTRACTOR. COUNTY agrees to provide paved ingress and egress to the sites from existing paved roads.
- f. COUNTY and CONTRACTOR agree that upon CONTRACTOR's placing in operation all rural area convenience centers required by this contract or, in the alternative, the receipt by CONTRACTOR of a written declination of the Board of County Commissioners to have a convenience center or transfer station in a specified rural area, the termination date of this contract as specified in Paragraph 4, above, shall be

amended by contract modification to reflect an expiration date of September 30, 2020. Sites must be recommended by town advisory boards, and approved by the Board of County Commissioners no later than December 31, 1997, or CONTRACTOR will be excused from performance at that particular site.

- 11. CONTRACTOR shall have the exclusive right to collect and haul solid waste within unincorporated Clark County. CONTRACTOR shall have the exclusive right to operate a curbside recycling collection program for CONTRACTOR'S single and multi-family residential customers during the period this contract is in force, subject to the provisions contained in this Contract and in Chapter 9.04 of the Clark County Code and amendments therete, and except in instances where by reason of the provision of this Contract or by mutual agreement between COUNTY and CONTRACTOR the CONTRACTOR is excused and/or not required to make any collection.
- 12. CONTRACTOR shall make all collections of rates, fees and charges subject to provisions in Chapter 9.04 of the Clark County Code and amendments thereto, and shall establish and maintain an accounting system acceptable to COUNTY Director of Business License to insure full and complete records so as to reflect correctly and accurately the

gross receipts from the collection of solid waste under this contract, and full and complete records of the collection and disposition of quantities of recyclable materials under this Contract, shall also file with the COUNTY Director of Business License, within thirty (30) days after the end of the preceding quarter, a statement of the gross receipts derived from the collection of solid waste including curbside recycling under this contract, during the quarter next preceding the date of such statement, sworn to before a Notary Public. Such records and statements are, at the option and expense of the Director of Business License, subject to audit. All payments made to CONTRACTOR by users of CONTRACTOR' solid waste service provided under this Contract shall be evidenced by written receipts and shall be properly accounted for as revenue items. The books and records shall be produced for inspection at any time during normal business hours and shall be made available for auditing purposes at any time during normal business hours upon the request of the COUNTY Director of Business License.

13. CONTRACTOR shall provide for the payment on a quarterly basis, of a franchise license fee to COUNTY of five percent (5%) of the gross receipts derived from the collection of solid waste including curbside recycling

under this agreement, to include gross receipts for any additional services or service levels negotiated separately with customers from the rates contained in Chapter 9.04 of the Clark County Code and amendments thereto. Gross receipts mean cash collections on customer accounts less cash refunds. CONTRACTOR shall provide for payment on a quarterly basis of a franchise license fee to COUNTY of five percent (5%) of the gross receipts derived from fees paid by customers to deposit solid waste at transfer stations and solid waste convenience centers required by provisions of this Contract and operated by CONTRACTOR within unincorporated Clark County.

- County Director of Business License a surety bond, or cash, or its equivalent, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00), to be in a form acceptable to the Director of Business License to insure the collection of solid waste and its disposal as specified herein. Such bond shall be conditioned upon the faithful performance of this Contract and compliance with all applicable ordinances and laws of Clark County and the State of Nevada, and regulations of the Clark County Health District.
 - a. In the event of a breach, for the time hereinafter

specified, said bond or cash shall be forfeited. order that the public health and safety shall not be endangered thereby, CONTRACTOR agrees that after a hearing and determination thereof by the Board of County Commissioners if there is clear and convincing evidence to that a breach has occurred, the COUNTY shall have the right immediately to take over the collection of all solid waste and to take possession of such private land and equipment owned or leased by CONTRACTOR, and used by it in the performance of solid waste collection pursuant to this Contract, only to the extent that it may be necessary for COUNTY to temporarily provide such collection of solid waste. This possession by the COUNTY shall be limited to a period not to exceed three (3) months and during said period COUNTY shall pay to CONTRACTOR the reasonable rental value of similar private land and equipment.

b. Should a breach of this Contract result from an act of God, public enemy, or similar cause beyond CONTRACTOR'S control as determined by a hearing by the Board of County Commissioners, COUNTY shall have the right during such period to take over the collection of solid waste and equipment owned or leased by CONTRACTOR, and used by it in the performance of this

COUNTY shall be reimbursed therefor by Agreement. CONTRACTOR on a cost basis during the period of time that said solid waste collections are made by the COUNTY. Such reimbursement shall not exceed one Hundred Twenty-Five percent (125%) of CONTRACTOR'S costs for a like period of time immediately preceding said breach, such like period of time to be based upon the entire period said breach shall continue, notwithstanding the fact that such collections by COUNTY may not have commenced immediately upon the occurrence of said breach.

- c. In the event COUNTY shall take over the collection of solid waste, as in this paragraph provided, CONTRACTOR agrees to manage the office, including the preparation and mailing of bills and the collection of accounts receivable, with its administrative personnel and shall cooperate fully with COUNTY in facilitating the collection of solid waste.
- d. COUNTY waiver of any breach shall not constitute a waiver of any subsequent breach, either of the same or any other provisions herein.
- 15. Not later than ten (10) calendar days after approval of this Agreement by the Board of County Commissioners the CONTRACTOR shall furnish the COUNTY Director of Business

License a policy or certificate of protective liability insurance in which the COUNTY shall be named as an additional insured with the CONTRACTOR as follows:

Comprehensive General Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) for bodily injury and property damage, including automobile and other than automobile and including accidental death.

- 16. The CONTRACTOR shall furnish and maintain in full force and effect during the term hereof, or any extension of this Contract, full compensation insurance in accordance with the Nevada Industrial Insurance Act and/or other State laws now in force, as the same may from time to time be amended.
- The CONTRACTOR will be required by this Contract to appear 17. in, and defend, all actions against the County of Clark arising out of the privileges conferred by this Contract, and CONTRACTOR agrees to hold the COUNTY harmless from all claims, damages or loss from any and all exclusively arising under performance of this contract for the duration of this Contract, unless such claims, damages or loss are directly attributable to the negligence or omission of the COUNTY or its other agents, servants or employees. The CONTRACTOR shall pay all other such losses, damages or claims for which the COUNTY may be

liable and save the COUNTY harmless from any accident or casualty, damages, losses, or claims which may happen or arise in conjunction with the performance of this Contract.

- CONTRACTOR shall cause to be performed an annual financial 18. audit in accordance with generally accepted auditing standards as of and for the year ended September 30 to be conducted by a licensed Certified Public Accountant selected by the CONTRACTOR. Such audit shall contain financial statements and note disclosures in conformity with generally accepted accounting principles. conjunction with this audit, the auditor shall perform agreed-upon-procedures to attest to (1) the accuracy of the rate calculation as shown in Attachment "A" and (2) the accuracy of performance indicators shown in Attachment "B." CONTRACTOR records pertaining to the aforementioned Attachments shall, at the option and expense of the COUNTY, be subject to review by COUNTY personnel qualified in audit techniques and procedures. The financial audit and related agreed-upon-procedure reports shall be filed with the Director of Business License within the second quarter of the CONTRACTOR'S fiscal year.
- 19. It is mutually agreed that COUNTY and CONTRACTOR shall have the right to review the collection rates as contained

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in Chapter 9.04 of the Clark County Code and amendments thereto not more frequently than once each year during the first quarter of each calendar year, at which time the Board of County Commissioners shall determine whether an increase or decrease in rates charged to customers should be made.

The following methodology will be used in determining proposed rate changes commencing with the year ending September 30, 1996:

- The CONTRACTOR'S income and expense accounts shall be allocated between (1) those amounts attributable to the exercise and performance of this exclusive solid waste disposal contract by and between the CONTRACTOR and the COUNTY and other exclusive municipal solid Waste disposal contracts and (2) those not attributable to this and the other municipal contracts. Such income and expense accounts shall be known as contract and non-contract.
- b. The income and expense allocations shall be made in accordance with the following guidelines:
 - 1) Nellis Air Force Base Revenue and Incentive Store Revenue will be considered as non-contract revenue.
 - 2) The Cost of Premises at 770 East Sahara Avenue,

for contract purposes, will be calculated at fair rental value as determined by the CONTRACTOR and verified by the COUNTY to be reasonable. Such rental will be for actual square footage utilized and will be adjusted annually for current rental rates. The balance of costs will be allocated to non-contract revenues.

- 3) The computation for allocation of Nellis Air Force Base Costs will be based upon hours of operation of disposal trucks and personnel on a cost-perhour basis.
- 4) Disposal personnel costs and operating costs, as well as Cheyenne vehicle maintenance costs, recycling costs, and hazardous waste removal costs are to be allocated on the relationship of Nellis Air Force Bases revenue to total disposal service revenues.
- Administrative Expenses (as defined in Attachment "A") are allocated on the ratio of contract revenue and non-contract revenue to total revenue.

 Administrative Expenses will not exceed 15% of gross contract revenues. Any excess Administrative Expenses will reduce the expenses allowable for rate-making purposes, and actual

Administrative Expenses below 12% of gross contract revenues will be added to allowable income as an incentive to the CONTRACTOR.

- 6) Federal income taxes will be allocated as to the estimated amount attributable to the non-contract portion of net income, with the balance to be allocated to the contract category. Attachment "A" is an example of the aforementioned allocations and computations for the fiscal year ended September 30, 1995.
- c. Contract net income after taxes and franchise fees paid to the COUNTY will be used to determine if the desired rate of return has been realized during the CONTRACTOR'S most recent fiscal year. CONTRACTOR'S and COUNTY'S desired rate of return is 7% of contract revenues after Federal taxes and franchise fees paid to the COUNTY. In order to make a determination on the net income as computed in Attachment "A," net income must be adjusted for Administrative Expense excesses or for the CONTRACTOR'S incentive. The adjusted net income will be compared to 7% of contract revenues and the shortfall, if any, may be requested by the CONTRACTOR in addition to amounts required to result in a 7% return, provided that the CONTRACTOR

meets the performance standards to be set forth herein.

- d) CONTRACTOR agrees to provide to the COUNTY on an annual basis the following supplemental information (Attachment "B"), so that the COUNTY may determine the various performance indicators as it deems appropriate in the evaluation of the CONTRACTOR as it applies to increases in solid waste disposal rates:
 - Current year budget and actual expenses in prior year (Attachment "A")
 - 2) Number of collection vehicles
 - 3) Number of collection personnel
 - Number of customers
 - 5) Tons of solid waste deposited in the landfill
 - 6) Number of collection man-hours paid
 - 7) Residential and multifamily recycling indicators
 - a. Tons of glass sold
 - b. Tons of paper sold
 - c. Tons of aluminum sold
 - d. Tons of steel/tin cans sold
 - e. Gallons of used motor oil sold
 - f. Tons of cardboard sold
 - g. Tons of plastic sold
- 8) Landfill facilities

- Number of personnel
- b. Schedule of significant equipment used

 Performance indicators will be monitored by the COUNTY for an
 initial period of three (3) years. Material negative
 deviations subsequent to the initial three (3) year period may
 be considered in determining future rate increases.
 - e. It is further mutually agreed that in the event the general wage scale in the vicinity of Clark County shall be materially increased or decreased during the term of this Contract, by reason of war, inflation, depression or other unavoidable happening, the parties hereto may, upon either party giving thirty (30) days notice in writing to the other, re-negotiate the rates and service levels as specified in Chapter 9.04 of the Clark County Code and amendments thereto to provide for such raising or lowering of wages.
 - f. In the event the County Commissioners determine, based upon sound and legitimate business and economic factors, that a requested rate increase should not be made or that the current rates then in existence should be lowered, CONTRACTOR shall have the right to terminate this Contract upon giving ninety (90) days written notice to the Board of County Commissioners of its intention so to do. In that event the Board of

County Commissioners may purchase or lease the equipment and property then owned and in use by said CONTRACTOR in accordance with the terms and conditions contained within this Contract to relating to Contract termination.

- g. In the event the COUNTY elects to rent said equipment, the period of rental shall be for a period of time mutually agreeable to the parties hereto. In the event the parties cannot agree as to matters in this paragraph contained, then the other provisions of this Contract shall apply.
- 20. CONTRACTOR agrees to provide data and reports necessary to fulfill requirements of the COUNTY and/or the Solid Waste Management Authority for assessing and reporting recycling and hazardous waste collection program results in conformance with applicable federal and state laws and regulations.
- 21. The rights and privileges granted by this Agreement are not assignable, either voluntarily or by operation of law without the consent of the Board of County Commissioners. In the event CONTRACTOR becomes insolvent or bankrupt, the rights or privileges granted hereby shall then be immediately cancelled and annulled, and COUNTY shall have the right to take over said business or substitute another

- contractor in its place and stead as provided by law.
- 22. Should CONTRACTOR fail or neglect to make any solid waste collections as required by this Contract within the time herein provided, the COUNTY shall, after two working days, have the right to temporarily make collection thereof and charge CONTRACTOR with the cost thereof.
- 23. CONTRACTOR agrees to make collections as quietly as possible giving due consideration to residential areas in their route scheduling.
- 24. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all claims, demands, damages, costs, expenses and attorney fees to the extent based upon or arising out of the acts of omissions of CONTRACTOR, its officers, employees, subcontractors and other agents in equipping, maintaining, or servicing transfer stations and convenience centers unless such claims, damages or loss are directly attributable to the negligence or omission of the COUNTY or its other agents, servants or employees.
- 25. In the event the Board of County Commissioner determines that the CONTRACTOR is in default under any of the provisions hereof, the Board of County Commissioners shall give the CONTRACTOR written notice thereof, specifying the provisions hereof under which the default has been

determined to exist and give the CONTRACTOR sixty (60) days within which to commence correction of any such default. In the event CONTRACTOR does not commence correction of any such default within said sixty days, as in this paragraph provided, then the COUNTY may terminate this Contract upon giving of thirty (30) days written notice to CONTRACTOR; and COUNTY may take possession of the equipment and other property of the CONTRACTOR as hereinbefore provided, and the bond deposited CONTRACTOR in conformity with the provisions contained within this Contract shall be forfeited.

26. At the end or sooner termination of this Contract, COUNTY agrees to lease all usable equipment and other property belonging to and used exclusively by CONTRACTOR for solid waste collection required under terms of this contract, provided mutually satisfactory terms can be agreed upon between the parties. In the event the parties are unable to agree as to rental and other lease terms, COUNTY hereby shall then be entitled to buy all aforesaid usable equipment and other property owned and used by CONTRACTOR in the operation of its solid waste business within unincorporated Clark County at the fair market value as determined by an appraisal by an independent and mutually agreed upon appraiser.

08/27/2007 18:00 FAX 702 386 2168

- 27. CONTRACTOR and COUNTY agree that in the event any of the area delineated in the attached exhibits hereto shall subsequently be annexed or otherwise incorporated, this Contract shall abate to the extent of any such annexation or incorporation, and thereafter service to such area or areas shall be governed by the provisions of any solid waste collection and disposal franchise granted by such incorporated city.
- 28. CONTRACTOR and COUNTY agree that in the event any area or areas not within the Urban or Rural Service Areas as delineated in the attached Exhibits shall subsequently be provided solid waste collection service by CONTRACTOR, said area or areas shall be incorporated into the franchised Urban or Rural Service Areas or shall be designated as a Special Service Area as appropriate and as mutually agreed to by CONTRACTOR and COUNTY.
- 29. If any provision hereof shall, for any reason, be held to be invalid, such fact shall not be deemed to invalidate any other provision herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY OF CLARK

Yvonne Atkinson Gates, Chair Board of County Commissioners

ATTEST:

LORETTA BOWMAN CLOCK

SILVER STATE DISPOSAL SERVICE

Joseph L. Anstett, President

APPROVED AS TO COMPLIANCE WITH NEVADA LAW ONLY:

STEWART, L. BELL, DISTRICT ATTORNEY

Deputy District Attornov

Deputy District Attorney

CLARK COUNTY AMENDMENT 1

AGREEMENT REGARDING SUNRISE LANDFILL AND EXTENSION OF FRANCHISE AGREEMENT

This Agreement Regarding Sunrise Landfill (this "Agreement") is entered into this 15th day of June, 1999 ("Effective Date") by and among the County of Clark, a political subdivision of the State of Nevada (the "County" or "Clark County"), Republic DUMPCO, Inc., a Nevada corporation, d/b/a DUMPCO ("Republic DUMPCO"), Republic Silver State Disposal Inc., a Nevada corporation, d/b/a Silver State Disposal Service ("RSSD"), and Republic Services, Inc., a Delaware corporation ("Republic").

RECITALS

WHEREAS, the County, RSSD, and Republic DUMPCO and Republic have entered into this Agreement to define the rights and liabilities as between them pertaining to the Sunrise Regional Landfill, a former operating landfill generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian, which for purposes of this Agreement includes disposal areas adjacent to the permitted landfill area (collectively, "Sunrise Landfill"), and to further define the rights and liabilities of the parties with respect to certain administrative enforcement orders issued to Clark County, RSSD, Republic DUMPCO and others by the United States Environmental Protection Agency (EPA) on April 26, 1999; and

WHEREAS, the Sunrise Landfill is located upon real property owned by the federal Bureau of Land Management (BLM);

NOW, THEREFORE, the Parties do agree as follows:

I.

RECITALS AND FACTUAL BACKGROUND FOR THE AGREEMENT

- 1.01 August 31, 1993 MOU and October 5, 1993 Modification Agreement. On August 31, 1993, the County, Silver State Disposal Urban Maintenance Company (DUMPCO, Republic DUMPCO's predecessor in interest) and Silver State Disposal (RSSD's predecessor in interest) entered into a Memorandum of Understanding (MOU) which set forth certain terms and conditions for the closure of Sunrise Landfill and the opening of the Apex Regional Landfill. A true and correct copy of the MOU is attached hereto as Exhibit "A" and incorporated by reference as though fully set forth herein. On October 5, 1993, Clark County and Republic DUMPCO entered into a Modification Agreement to Franchise Agreement for Collection and Disposal of Solic. Waste ("Modification Agreement"). The Modification Agreement implemented the MOU and established certain terms and conditions for closure of the Sunrise Landfill and the opening of the Apex Regional Landfill. Republic DUMPCO owns, operates, and maintains a landfill generally known as Apex Regional Landfill, generally situated near the intersection of Interstate 15 and U.S. Eighway 93 in Clark County, Nevada. A true and correct copy of the Modification Agreement is attached hereto as Exhibit "B" and incorporated by reference as though fully set forth herein.
- 1.02 Franchise Agreement. On February 6, 1996, the County and RSSD's predecessor executed a Franchise Agreement for Collection and Disposal of Solid Waste ("Franchise

Agreement"). Pursuant to Paragraph 4 of the Franchise Agreement, RSSD owns the exclusive right to perform collection and disposal of solid waste in Clark County until September 30, 2010. Pursuant to Paragraph 10(f) of the Franchise Agreement, RSSD's exclusive right to perform collection and disposal of solid waste in Clark County is extended until September 30, 2020, provided RSSD establishes and places into operation at least seven (7) solid waste disposal convenience centers or transfer stations, as provided in Paragraph 10 of the Franchise Agreement.

- 1.03 Assignment of Modification Agreement to Republic DUMPCO. On August 5, 1997, RSSD was assigned the obligations and responsibilities of the 1993 Modification Agreement between Clark County and DUMPCO, as well as all right title and interest in the 1994 Closure Plan for the Sunrise Landfill. RSSD assumed the obligations of the Modification Agreement, including the obligation to close the Sunrise Landfill in compliance with all applicable federal, state, and local laws and regulations, existing at the time of closure, at no cost to the County, and to comply with the closure requirements of the BLM, as set forth in the lease documents between the County and BLM.
- 1.04 Rainfall Event. On September 11, 1998, a greater than 100-year rainstorm event concentrated over the Sunrise Mountain area exposed significant quantities of solid waste buried adjacent and northeast of the 720-acre Sunrise Landfill (the "Northeast Canyon Area"). The resulting flood waters carried solid waste from the Northeast Canyon Area, through the Sunrise Landfill surface drainage structures, and into the unnamed tributary to the Las Vegas Wash. The flood waters also breached certain surface drainage structures, compromised cells within the Sunrise Landfill itself, and caused small quantities of solid waste to be released from Sunrise Landfill to the unnamed tributary.
- 1.05 RCRA Order. On April 26, 1999, the U.S. Environmental Protection Agency ("EPA") issued RCRA Order, Docket No. 7003-09-99-0005 ("RCRA Order"), naming DUMPCO, RSSD, Republic Industries, Inc. ("RII"), SSDS Liquidating Corporation, and Clark County Public Works as Respondents. The effective date of the RCRA Order was May 6, 1999. EPA issued the RCRA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The RCRA Order, which is attached hereto as Exhibit "C" and incorporated herein by this reference, compels performance of action items, among others, relating to "Run-on/Run-off Controls," "Facility Assessment and Corrective Measures," and "Long-Term Operation and Maintenance Requirements." The RCRA Order requires performance of action items for the 720-acre Sunrise Landfill, as well as areas denoted as the "Eastern Perimeter Area," "Southern Wash Area," and "Western Burn Pit Area," all as illustrated on an exhibit to the RCRA Order.
- 1.06 CWA Order. On April 26, 1999, the EPA issued CWA Order, Docket No. CWA-309-9-99-14 (the "CWA Order"), attached hereto as Exhibit "D" and incorporated herein by this reference, naming DUMPCO, RSSD, RII, and Clark County Public Works as Respondents. The effective date of the CWA Order was April 26, 1999. EPA issued the CWA Order, in part, because the September, 1998, rainfall event caused the discharge of solid waste into a tributary leading to the Las Vegas Wash. The CWA Order details action items to be performed in and around the Sunrise Landfill Area, including a full report on the hydrologic and hydrogeological site conditions, interim plans for repairs to surface water controls and for additional storm water controls, clean up of debris in the area, compliance with Industrial Storm Water General Permit No. GNV0022233, and other measures.

- Republic DUMPCO to fully comply with the RCRA Order and the CWA Order (collectively referred to herein as the "EPA Orders"). In particular, the County has entered into this Agreement to obtain services from RSSD and Republic DUMPCO to permit it to fully comply with EPA Orders in the event the Sunrise Landfill was closed in accordance with the MOU and the Modification Agreement ("Proper Closure"). RSSD and Republic DUMPCO have agreed to provide such services as documented in the EPA Orders which, in the event of Proper Closure, they would not otherwise be liable for, in exchange for the other promises and agreements contained herein.
- 1.08 Reservation of Rights. Each party expressly reserves its rights as against the other with respect to any claims not specifically addressed by this Agreement, and nothing in this Agreement shall be read to preclude or waive any claims by the respective parties to this Agreement as against other persons or entities not a party to this Agreement, including, without limitation, BLM, Silver State Disposal Service, Inc. and former officers, directors and shareholders of Silver State Disposal Service, Inc. as well as affiliated entities of former Silver State Disposal Service, Inc.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

2.01 Compliance with the EPA Orders.

- a. RSSD and Republic DUMPCO shall take all actions necessary to comply fully with all terms and conditions of the EPA Orders (for purposes of this Agreement, "the Project") which includes closure and post-closure care to the extent necessary for compliance with the EPA Orders and state and federal regulations. RSSD and Republic DUMPCO shall undertake the Project in a manner within the discretion of RSSD and Republic DUMPCO, provided the Project complies with the Orders as determined by EPA. The foregoing notwithstanding, RSSD and Republic DUMPCO shall provide Clark County with the opportunity to undertake advance review and comment with respect to any proposed submittal to any regulatory agency in connection with RSSD and Republic DUMPCO's compliance with the EPA Orders.
- b. In the event that RSSD and Republic DUMPCO fail to perform the Project in a manner consistent with the Orders, the County is entitled to perform the compliance action on behalf of RSSD and Republic DUMPCO, and shall be reimbursed by RSSD and Republic DUMPCO for all costs associated with such actions, including the costs of consultants, engineers, coursel and administrative staff time in connection with the action. Prior to initiating any compliance action on behalf of RSSD and Republic DUMPCO, the County shall notify RSSD and Republic DUMPCO in writing of the non-compliance, stating with particularity the nature of any alleged failure to meet the requirements of the Orders, as well as EPA standards and guidelines. The

County shall then allow RSSD and Republic DUMPCO thirty (30) days from receipt of the notice to correct the non-compliance or obtain EPA approval for the RSSD and Republic DUMPCO action that is alleged to be non-compliant. Failure of RSSD and/or Republic DUMPCO to comply with the EPA Orders shall be grounds for the County to pursue Financial Assurance provisions set forth in 2.05 herein.

- c. RSSD and Republic DUMPCO shall provide Clark County with a quarterly report of expenditures made for compliance with the EPA Orders on the 15th day after the end of each quarter following execution of this Agreement, commencing with the quarter ending September 30, 1999. The first report is due on October 15, 1999. An annual report shall specify the amount of expenses, by category and type with a detailed explanation, for the four (4) quarters, and must be signed by an independent auditor licensed to practice in the state of Nevada selected by the County in its sole discretion. The quarterly and annual reports shall also state the cumulative total of costs to date as of the date of the report.
- 2.02 Cooperation and Communication. The parties agree to cooperate as necessary to effectuate the purposes of this Agreement, and to respond efficiently to the EPA Orders. The Parties agree to provide each other with informational resources helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports, or other documentation submitted to EPA or the Nevada Division of Environmental Protection, at the following addresses:

John Schlegel Director, Comprehensive Planning 500 S. Grand Central Parkway Las Vegas Nevada 89155 Stephen Kalish, Vice President Republic Silver State Disposal Service, Inc. 770 E. Sahara Avenue Las Vegas, Nevada 89104

2.03 Indemnity, Defense, and Hold Harmless.

- Except as specifically provided in sub-paragraph 2.03 b. below, RSSD and Republic DUMPCO, as well as their successors, parents, subsidiaries and affiliates (collectively RSSD and Republic DUMPCO) agree to defend, fully indemnify and hold harmless the County, its commissioners, departments, employees, agents, consultants and attorneys from and against all claims, demands or causes of action, including without limitation, claims and demands brought pursuant to the Resource Conservation and Recovery Act (RCRA), the laws, rules and regulations of the State of Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (NDEP), and the laws, rules and regulations of the Clark County Health District (CCHD), arising from or related to any failure of RSSD or Republic DUMPCO to comply with the EPA Orders.
- b. RSSD and Republic DUMPCO agree to indemnify, defend, protect and hold harmless the County and the County's officers, agents, employees, contractors and subcontractors upon and against any claims, suits or demands for personal injury, death or property damage (but not including any claims for damages to natural resources), arising out of or related to RSSD's and Republic

DUMPCO's compliance with the EPA Orders, where it is established that the injury, death or damage was the result of negligence, whether active or passive, or an omission, whether active or passive, or the intentional conduct of RSSD, Republic DUMPCO or its officers, agents, employees, contractors and subcontractors. RSSD and Republic DUMPCO shall have the right, when acting under this paragraph 2.03 b. to select counsel and to direct the course of the proceeding, including the settlement thereof provided that: (1) Silver State does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) the County shall be kept apprised of the progress of the proceeding.

2.04 Modification of Franchise Agreement. Pursuant to NRS 244.187 and 244.188, the Board of County Commissioners of Clark County, Nevada, is authorized to extend the exclusive franchises now held by RSSD and Republic DUMPCO to perform collection and disposal of "garbage and other waste" as contemplated herein. In consideration of the mutual provisions and covenants herein, RSSD and Republic DUMPCO shall have the exclusive right to perform collection and disposal of solid waste in Clark County for an additional 15 year period following the current termination date of the Franchise Agreement. Paragraphs 4 and 10(f) of the Franchise Agreement shall be and, upon execution of this Agreement, hereby are modified as follows:

Paragraph 4

This Contract shall become effective on February 6, 1996, and terminate on September 30, 2025, said effective and termination dates being subject to all additional provisions for extension or early termination contained within this contract. This Contract may be canceled by the CONTRACTOR with 180 days written notice to the COUNTY.

Paragraph 10(f)

COUNTY and CONTRACTOR agree that upon CONTRACTOR's placing in operation all rural area convenience centers as may be required by this Contract or, in the alternative, the receipt by CONTRACTOR of a written declination of the Board of County Commissioners to have a convenience center or transfer station in a specified rural area, the termination date of this Contract as specified in Paragraph 4, above, shall be amended to reflect a termination date of 2035.

2.05 Financial Assurances

a. Financial Assurances For Project Costs. RSSD and Republic DUMPCO and/or Republic Services, Inc. shall provide financial assurances in the form of a performance bond for the full costs of compliance with the EPA Orders, in the amount of the costs of compliance estimated by a civil engineer with solid waste engineering experience, licensed in the State of Nevada. The cost estimate is attached hereto as Exhibit "E" and incorporated by reference as though fully set forth herein. The terms of the financial assurance shall authorize Clark County to draw upon the bond without the coasent or authorization of RSSD or Republic DUMPCO in accordance with the provisions of paragraph 2.01(b). A performance bond secured by RSSD and

Republic DUMPCO and/or Republic Services, Inc., in accordance with this paragraph must name Clark County as the direct and sole beneficiary, must be for the amount described in Section 2.05(b) of this Agreement, must be secured from a provider that is "A" rated or better from Standard & Poors and/or Moody's Investors Service, must be bankruptcy remote (including a clear preference opinion as to the County's ability to access the performance bond proceeds), must be in force for the full term of the Agreement, and must be secured from a provider that is unrelated to RSSD and Republic DUMPCO and/or Republic Services, Inc.

- Estimated "Project" Costs. RSSD and Republic DUMPCO estimate that b. approximately \$36 Million Dollars (\$36,000,000) in expenditures will be required to perform the Project tasks outlined by the EPA Orders. If, beginning on the Effective Date, at any time during the term of the Franchise Agreement or any extension thereof, RSSD's and Republic DUMPCO's total costs to comply with the Orders exceed \$36 Million Dollars, nothing herein shall preclude RSSD and Republic DUMPCO from seeking additional sources of funding, including, without limitation, applying for collection rate increases or requesting extensions of the term of the Franchise Agreement. RSSD and Republic DUMPCO shall track cumulative Project costs pursuant to paragraph 2.01(d). RSSD and Republic DUMPCO acknowledge that any applications for rate increases or requests for Franchise Agreement extensions are discretionary determinations within the exclusive jurisdiction and authority of the Clark County Board of Commissioners (Board), which must be based on the facts and circumstances presented to the Board in cornection with any such application or request. No approval of any prospective rate increase or Franchise Agreement extension shall nor can be inferred or implied by reason of the provisions of this paragraph.
- 2.06 Sunrise Landfill Ownership. BLM is the fee owner of the Sunrise Landfill that is subject to the EPA Orders. BLM ownership of the these lands may present an impediment to efficient compliance with the Orders, and make the long term productive use of lands more difficult. The County agrees to initiate the appropriate Federal Land Policy Management Act process (either public land sales under Section 203 or through the R&PP Act) to obtain full fee title to the Sunrise Landfill property. The County acknowledges that RSSD and Republic DUMPCO are interested in securing fee ownership in these lands and will work with RSSD and Republic DUMPCO, within the limits of County ordinances, policies, and procedures, to secure an interest.
- 2.07 County's Employment of Consultants and Experts. Clark County shall have the right to employ counsel and experts of its own choosing at its cost to defend against any action concerning the Sunrise Landfill, or to address Sunrise Landfill compliance requirements. RSSD and F.epublic DUMPCO agree that any submittal concerning the Sunrise Landfill required by a federal, state or local regulatory agency must be provided to Clark County at least ten (10) days in advance of the agency's submittal date, to facilitate Clark County's review and comment on the proposed submittal.
- 2.08 Acknowledgments. The parties mutually understand and agree, not withstanding any provision to the contrary, that: (i) each of the parties deny the legal responsibility or liability for the matters set forth in the RCRA Order and CWA Order and that execution of this Agreement is

not to be construed as an admission of liability on the part of any party to this Agreement: (ii) no promise or inducement has been offered except as herein set forth; (iii) this Agreement is rnade in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Agreement and to accept full responsibility therefore.

- 2.09 Integration. This Agreement represents the full and complete integration of the agreement between the parties pertaining to compliance with the EPA Orders and is the complete expression thereof. This Agreement may not be amended or modified except in writing and signed by each of the parties. All other agreements, negotiations, and representations between the parties, whether orally or in writing, pertaining to compliance with the EPA Orders, and to the extent not expressly set forth herein, are void and of no force or effect whatsoever. Provided, however, that this Agreement shall not modify the terms of or affect the force or validity of prior written agreements between the parties, including the Franchise Agreement, except as expressly set forth here n.
- 2.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.
- 2.11 Counterparts. This Agreement may be executed in any number of counterparts confirmed by facsimile signatures transmitted by telephone, each of which shall be deemed a duplicate original. The original signatures shall be forwarded the same business day as the confirmation facsimile.
- 2.12 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law. Notwithstanding the foregoing, in the event the extension of the Franchise Agreement as contemplated herein is deemed unenforceable, illegal, or unconstitutional by a court of competent jurisdiction, this Agreement shall be null and void, and of no force or effect whatsoever.
- Binding Effect of Agreement/Restriction On Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, or assigns, as the case may be. No change in the ownership or corporate, partnership or other legal status of RSSD and/or Republic DUMPCO shall in any way alter RSSD's and Republic DUMPCO's obligations and responsibilities under this Agreement. No assignment of any responsibilities under this Agreement may be made by RSSD and/or Republic DUMPCO without the express written consent of the County. Consent shall not be unreasonably withheld. Clark County shall have the right to require any reasonable condition on any proposed assignment to effectuate the purposes of this agreement, including a requirement that RSSD and/or F.epublic DUMPCO remain responsible for the Sunrise Landfill in addition to a proposed assignee. Clark County shall have the right to determine whether any prospective assignee has the financial and technical expertise to perform as required by this Agreement. "Assignment" includes any change in ownership involving 50% or more of the outstanding shares of RSSD, Republic DUMPCO, or any of their parent corporations or wholly-owned subsidiaries.
- 2.14 <u>Guaranty By Parent Corporation</u>. RSSD and Republic DUMPCO are wholly owned subsidiaries of Republic, a publicly traded company listed on the New York Stock Exchange. Each and every obligation of RSSD and Republic DUMPCO under this Agreement, including without

limitation the obligation to comply with the EPA Orders for Sunrise Landfill, including any required closure and post-closure care and monitoring, is guaranteed by Republic, who stands as guarantor under this Agreement. In the event that RSSD and/or Republic DUMPCO are unable or unwilling to comply with the terms and conditions of this Agreement for any reason, then Republic shall be responsible for compliance with all terms and conditions of this Agreement in place and instead of RSSD and/or Republic DUMPCO. The written Guaranty of Republic is attached as Exhibit 'F' and incorporated by reference as though fully set forth herein.

2.15 Attorney's Fees. In the event any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys's fees and costs, including expert fees, consultant expenses and administrative staff time.

REPUBLIC DUMPCO, INC.

Stephen Kalish, Vice President

CLARK COUNTY, a political subdivision of the State of Nevada

Dale Askew, County Manager

ATTEST

County Clerk

Approved As To Form:

Elizabeth Vibert

Deputy District Attorney County of Clark, Nevada

6/9/99

REPUBLIC SILVER STATE

DISPOSAL, INC

Stephen Kalish, Vice President

REPUBLIC SERVICES, INC. IGUARANTOR AS TO FINANCIAL

OBLIGATIONS]

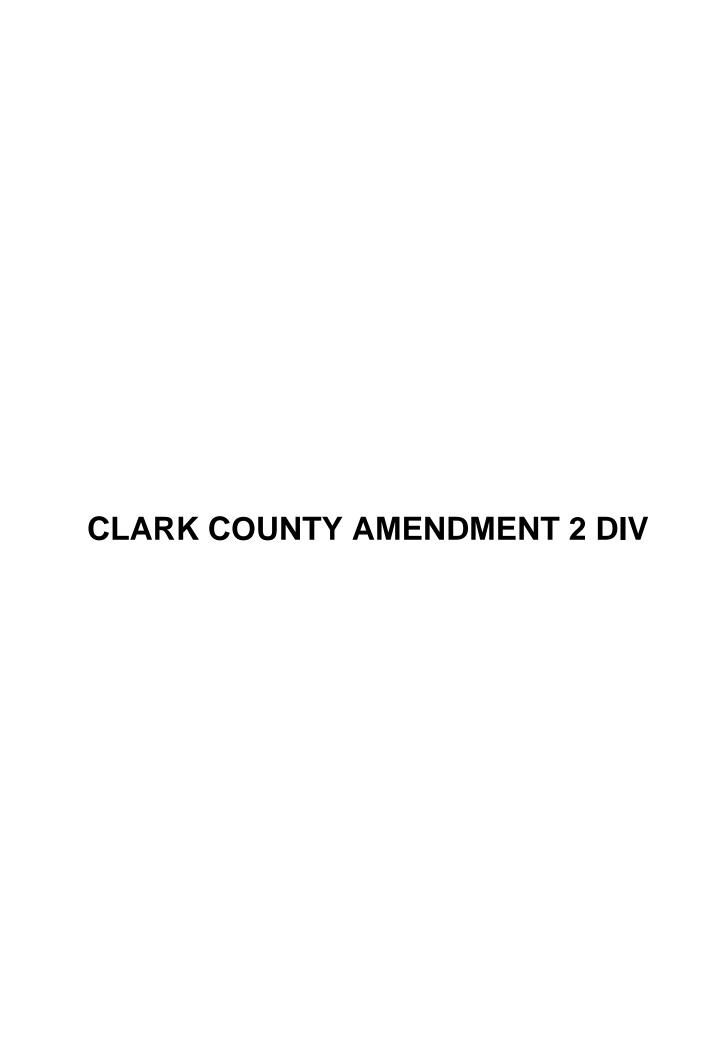
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Its: Secretary



CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

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Issue:	Republic Services Franchise Amendment	Back-up:
Petitioner:	Donald G. Burnette, Chief Administrative Officer	Gerk Ref. #
373		

Recommendation:

That the Board of County Commissioners approve and authorize the Chairman to sign the Second Amendment to the Franchise Agreement between Clark County and Republic Services providing for companies other than Republic to operate as materials recovery facilities; providing for the County Manager to adjust hours of operation at specific solid waste convenience centers in exchange for waiver of rates; and amending Republic's service area to delete the Town of Bunkerville.

FISCAL IMPACT:

None

BACKGROUND:

Nevada Construction Cleanup, Inc. (NCCI), a construction cleanup company that hauls construction or demolition waste, filed a suit in April 2002 against the County, Health District and Republic challenging County and Health District solid waste management laws and regulations and Republic's exclusive franchise. Lunas, also a construction cleanup company, filed to intervene in that suit in August 2004, but voluntarily withdrew.

Settlement discussions have been underway to allow NCCI and Lunas to operate as materials recovery facilities in addition to hauling construction or demolition waste. Recently the Board adopted ordinance amendments creating a materials recovery facility category in County Code and paving the way for the companies to apply for a permit to operate as such. This type of business would allow them to haul construction or demolition waste back to their permitted facility, sort out recyclables and take the remaining waste to the authorized landfill, subject to regulation by the County and Health District.

This franchise amendment will amend Republic's franchise agreement with the County to allow for companies other than Republic to operate materials recovery facilities, and has been approved as to form by the District Attorney's Office. The amendment also authorizes the County Manager to work with Republic to change hours of operation at rural solid waste convenience centers in exchange for allowing the public to use the facilities for free. In addition, the amendment removes Bunkerville from Republic's service area as Virgin Valley Disposal currently services Bunkerville; the County will enter into a franchise agreement with Virgin Valley Disposal for that service.

There is a companion item on this agenda to approve a settlement agreement with Lunas Construction.

Respectfully submitted,

DONALD G. BURNETTE

Chief Administrative Officer

Cleared for Agenda

Agenda //____

SECOND AMENDMENT TO FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

These Amendments to the Franchise Agreement are made and entered into this 2ND day of AUGUST, 2005, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "County," and REPUBLIC SILVER STATE DISPOSAL, INC., a Nevada corporation d/b/a Republic Services, Inc., a wholly-owned subsidiary of Republic Industries, Inc., duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "Franchisee."

WITNESSETH:

WHEREAS, on February 6, 1996, the County entered into a Franchise Agreement with Silver State Disposal Services, Inc., to provide solid waste collection, transportation and disposal services in unincorporated Clark County; and

WHEREAS, on August 5, 1997, the Franchise Agreement was transferred and assigned to Republic Silver State Disposal, Inc., a wholly-owned subsidiary of Republic Industries, Inc.; and

WHEREAS, on June 15, 1999, the County and Franchisee entered into an Agreement Regarding Sunrise Landfill and Extension of Franchise Agreement (the first amendment to the Franchise Agreement) which modified the term of the Franchise Agreement by adding 15 years.

NOW, THEREFORE, the parties agree to amend the following sections of the Franchise Agreement as follows:

 Section 1 of the Franchise Agreement is hereby amended by replacing the Section in its entirety with the following Section 1, to read as follows:

For and in consideration of the demands, terms, covenants, agreements and conditions herein contained, and with the construction or demolition waste exception noted in Section 2 below, CONTRACTOR hereby agrees to collect and dispose of solid waste as described in Title 9, Chapter 9.04 of the Clark County Code and amendments thereto, and in conformity with all applicable laws, regulations and ordinances, from the receptacles kept and maintained by the places of business, public buildings, hotels, mobile home parks, multifamily dwellings and single family dwellings within the boundaries of the Urban Solid Waste Service Area (hereinafter referred to as the Urban Area), as more particularly described in Exhibit "A" and delineated on the maps marked Exhibits "B-1 and B-2" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04; and the Rural Solid Waste Service Area (hereinafter referred to as the Rural Area), as more particularly described in

Exhibit "C" and delineated on the maps marked Exhibits "D-1 through D-[6] 5" which exhibits are attached hereto and by this reference made a part hereof, as provided for in Chapter 9.04 of the Clark County Code and amendments thereto. CONTRACTOR and COUNTY agree that CONTRACTOR shall continue service for existing customers as of the effective date of this contract.

II. A new Section 2 is hereby added to read as follows:

CONTRACTOR has the right, though not the exclusive right, to collect, transport and dispose of construction or demolition waste, and haul such waste to an authorized materials recovery facility ("MRF"), transfer station or landfill. A MRF operating pursuant to a permit issued by the Clark County Health District may also collect and transport construction or demolition waste to a MRF, and transport the remaining non-recyclable waste to a disposal site authorized by the solid waste management authority.

- III. Remaining Sections 2 through 29 are hereby renumbered 3 through 30.
- IV. Section 6 (formerly Section 5) is hereby amended by replacing the Section in its entirety with the following Section 6, to read as follows:

CONTRACTOR shall have the exclusive right and agrees to make solid waste collections and provide services at the service levels and rates for the solid waste service areas herein delineated and as specified within this contract, and subject to the exception in Section 2 of this Franchise Agreement and to the provisions in Title 9 of the Clark County Code and amendments thereto, Chapter 9.04. All solid waste so collected shall be hauled to authorized transfer stations, landfills, recycling facilities, MRFs, or such other facilities which may be authorized by the Board of County Commissioners and agreed to by the CONTRACTOR. The routes requested by CONTRACTOR to be traveled within unincorporated Clark County to and from transfer stations and landfills or other authorized facilities shall be subject to agreement by CONTRACTOR and approval by COUNTY.

V. Subsection 7.b (formerly Subsection 6.b) is hereby amended by replacing the Subsection in its entirety with the following Subsection 7.b, to read as follows:

All recyclable material so collected shall be hauled to CONTRACTOR'S Recycling Center. In addition, selected loads of commercial solid waste may be transported in collection trucks to CONTRACTOR'S Recycling Center or CONTRACTOR'S MRF, at CONTRACTOR'S discretion. The recyclable materials shall then be separated and the remaining refuse shall then be hauled to a solid waste transfer station or the Apex landfill, or such other facilities as may be requested by CONTRACTOR and approved by the Board of County Commissioners for disposition. The routes to be traveled within unincorporated Clark County between the CONTRACTOR'S Recycling Center, MRF, Transfer

Station, and the disposal site or sites shall be subject to agreement by CONTRACTOR and approval by COUNTY.

VI. Subsection 11.b (formerly Subsection 10.b) is hereby amended by replacing the Subsection in its entirety with the following Subsection 11.b, to read as follows:

COUNTY and CONTRACTOR agree that CONTRACTOR shall have the right, subject to existing laws and codes, to determine physical layout, construction and operational characteristics of the sites. However, CONTRACTOR agrees to meet with COUNTY and local town advisory boards and citizens advisory committees within each area to obtain inputs and ascertain the desires of the residents for this service. CONTRACTOR agrees to operate convenience centers for public access a minimum of four (4) hours per day, a minimum of three (3) days per week, one such day being on a weekend; provided, however, that for specific locations the County Manager and CONTRACTOR may agree upon other hours of operation in exchange for the waiving of all rates and fees charged to the public by CONTRACTOR pursuant to Subsection 11.d.

VII. Section 12 (formerly Section 11) is hereby amended by replacing the Section in its entirety with the following Section 12, to read as follows:

CONTRACTOR shall have the exclusive right, subject to the exception in Section 2 of this Franchise Agreement, to collect and haul solid waste within unincorporated Clark County. CONTRACTOR shall have the exclusive right to operate a curbside recycling collection program for CONTRACTOR's single and multi-family residential customers during the period this contract is in force, subject to the provisions contained in this Contract and in Chapter 9.04 of the Clark County Code and amendments thereto, and except in instances where by reason of the provision of this Contract or by mutual agreement between COUNTY and CONTRACTOR the CONTRACTOR is excused and/or not required to make any collection.

- VIII. In Exhibit C, the last section on page 36 is hereby deleted, removing the legal description of Bunkerville from the Service Area.
- IX. Exhibit D-6 is hereby deleted in its entirety, removing the map of Bunkerville from the Service Area.
- X. The remainder of the Franchise Agreement dated February 6, 1996, remains unchanged.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CLARK COUNTY BOARD OF COMMISSIONERS

₿y.

RORY REID, Chairman

ATTEST:

SHIRLEY B. PARRAGUIRRE, County Clerk

APPROVED AS TO LEGALITY ONLY CLARK COUNTY DISTRICT ATTORNEY

By:_

MARK E. WOOD

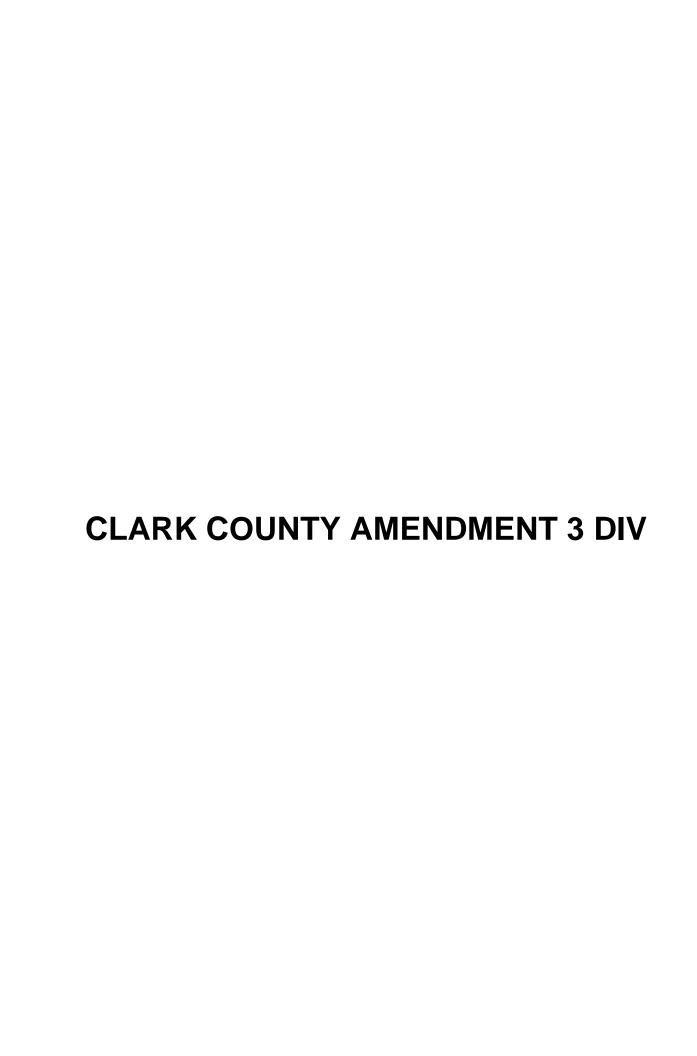
Deputy District Attorney

REPUBLIC SILVER STATE DISPOSAL, INC. d/b/a Republic Services, Inc.

Bv:

ROBERT COYLE

Area President



THIRD AMENDMENT TO FRANCHISE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

These amendments to the Franchise Agreement are made and entered into this _19th day of _November_, 2013, by and between the COUNTY OF CLARK, a political subdivision of the State of Nevada, hereinafter referred to as "County," and REPUBLIC SILVER STATE DISPOSAL, INC., a Nevada corporation duly authorized to do business under the laws of the State of Nevada, hereinafter referred to as "Contractor", a wholly-owned subsidiary of Republic Services, Inc.

WITNESSETH:

WHEREAS, on February 5, 2013, The Clark County Board of County Commissioners (Board) approved an ordinance providing for the implementation of a single-stream recycling program throughout the County and delayed the consideration of this Third Amendment until such time as certain information be presented to the Board regarding the single-stream recycling program; and

WHEREAS, the information requested by the Board at its February 5, 2013, meeting regarding the single-stream recycling program has been completed and will be presented in conjunction with this agenda item; and

WHEREAS, the parties wish to further amend the Franchise Agreement to provide for single-stream recycling collection to curbside residential customers within unincorporated Clark County.

NOW, THEREFORE, the parties agree to amend the following sections of the Franchise Agreement as follows:

- I. Subsection 7a (formerly Subsection 6a of the 1996 Franchise Agreement) is hereby amended by replacing the Subsection in its entirety with the following Subsection 7a, to read as follows:
- 7a. CONTRACTOR shall make collections of recyclable materials from residences no less frequently than biweekly on regularly scheduled solid waste collection days as designated by CONTRACTOR. Curbside recycling collection days shall be no more than two weeks apart. Recyclable materials collected shall include but not be limited to tin and aluminum cans, newspapers and magazines, glass and plastic bottles and cardboard (if not receiving single-stream recycling collection service, cardboard must be broken down and stacked). Additional recyclable materials may be accepted at future dates. Recyclable materials collected under curbside recycling program provisions of this contract shall not be deposited in any landfill or other disposal site without specific approval of COUNTY.

II. The remainder of the Franchise Agreement dated February 6, 1996, as amended, remains unchanged.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

CLARK COUNTY BOARD OF COMMISSIONERS

By:

STEVE SISOLAK, Chairman

ATTEST:

DIANA ALBA, County Clerk

APPROVED AS TO LEGALITY ONLY CLARK COUNTY DISTRICT ATTORNEY

Bv.

MARK E. WOOD

Deputy District Attorney

May wor.

REPUBLIC SILVER STATE DISPOSAL, INC.

By:

TIMOTHY S. POWELL

Vice President



CLARK COUNTY BOARD OF COMMISSIONERS AGENDA ITEM

Issue:	Apex Landfill	Back-up:
Pctitioner:	M. J. Manning, Director of Public Works	Clerk Ref.#

Recommendation:

That the Board of County Commissioners approve and authorize the Chairman to sign a solid waste disposal agreement among Clark County, Disposal Urban Maintenance Processing Company, Inc. (Dumpco) and Silver State Disposal, Inc. for guaranteed disposal of municipal solid waste in the Apex Regional Landfill.

FISCAL IMPACT:

License fees to be paid to Clark County in the amount of 5 percent of the gross receipts, currently approximating \$80,000 per year.

BACKGROUND:

On August 31, 1993, the Board of County Commissioners approved a Memorandum of Understanding (MOU) in which the County, Silver State Disposal Service and Disposal Urban Maintenance Processing Company, Inc. (Dumpco) agreed to negotiate an agreement that will guarantee sufficient capacity and access within the Apex Regional Landfill for disposal of the solid waste generated within Clark County. Within the MOU, the parties also agreed to negotiate to establish relationships between Dumpco tipping fees and Silver State collection rates.

The attached agreement provides for:

- * Guaranteed capacity within the Apex Regional Landfill and services necessary to dispose of the solid waste generated within Clark County until September 30, 2020, the termination date of the Silver State collection agreement.
- * Payment to the County of a license fee of five percent of the gross monthly receipts for the disposal of solid waste, excluding hazardous waste, industrial waste and septic waste, to include any solid waste imported from out of State. It should be noted that the MOU contained language indicating a three percent licensing fee. County staff recommends that five percent be used because that is what we are currently receiving.

The agreement has been reviewed and approved as to form by the District Attorney's Office.

APPROVED/AUTHORIZED AS AMENDED

Respectfully submitted,

Bleared for Agenda

OONALD L. SHALMY County Manager

10-5-93 IDS

Agenda Item #

AGREEMENT FOR DISPOSAL OF SOLID WASTE AT THE APEX REGIONAL LANDFILL

This Agreement is made and entered into on the Fifth day of October, 1993, by and between the County of Clark, a political subdivision of the State of Nevada, (hereinafter called "CCUNTY") and Disposal Urban Maintenance Processing Co. Inc, a Nevada Corporation, (hereinafter called "DUMPCO") and Silver State Disposal Service, Inc., a Nevada Corporation, (hereinafter called "SILVER STATE DISPOSAL").

RECITALS

Whereas, Federal and State regulations mandate environmentally sound solid waste disposal; and

Whereas, the Environmental Protection Agency, (EPA) has initiated Subtitle D regulations, 40 CFR Part 258, which provide that landfills that stop receiving solid waste prior to October 9, may be closed using simplified closure criteria. Those landfills that remain open after this date must meet stringent operational requirements and future closures must meet more stringent requirements, and that future closure and post-closure costs (30 years of post-closure monitoring and care) must be provided for through an approved financial assurance mechanism. The Sunrise Landfill will be required to comply with full Subtitle D Regulations if it accepts any municipal solid waste after October 8, 1993; and

Whereas, the COUNTY approved a Memorandum of Understanding on

August 31, 1993 with SILVER STATE DISPOSAL and DUMPCO regarding closure of the existing Sunrise landfill and the opening and operation of the proposed Apex Regional Landfill; and

Whereas, COUNTY and DUMPCO entered into an agreement entitled "CONTRACT FOR MAINTENANCE AND OPERATION OF SANITARY FILL FACILITY OR FACILITIES dated February 5, 1975, which was previously modified by agreements dated February 5, 1980, August 18, 1981, May 7, 1985, January 21, 1986, February 2, 1988, and December 19, 1989, hereinafter collectively called "the Sunrise Landfill Contract"; and

Whereas, the Sunrise Landfill Contract was assigned to DUMPCO on May 7, 1985; and

Whereas, the Board of County Commissioners approved closure of the sanitary fill facility known as the Sunrise Landfill so that said landfill shall stop receiving solid waste prior to October 9, 1993; and

Whereas, the COUNTY desires to insure the long term continuing availability of solid waste disposal services for unincorporated Clark County; and

Whereas, DUMPCO is willing to establish, operate and maintain a regional solid waste landfill at the Apex Waste Management Center, for disposal of solid waste.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. GENERAL PROVISIONS

1.1 For and in consideration of the demands, terms, covenants, agreements and conditions herein contained, DUMPCO

hereby agrees to:

- a. Dispose of all solid waste in conformity with applicable federal and state laws and regulations.
- b. Make available at the Apex Regional Landfill, during such times as the landfill is open, for the residents of Clark County the opportunity to dispose of household hazardous waste materials as designated by DUMPCO.

1.2. DEFINITIONS:

- a. "Apex Waste Management Center" means the total of all separate and discreet landfills located within the Apex property as defined in Section 1.B., below, to include all Class I, Class III, and hazardous waste landfills within the boundaries of the property.
- b. "Apex Regional Landfill" means that discreet portion of the Apex Waste Management Center, as indicated on the attached map as Exhibit A, which is a Class I Municipal Solid Waste Landfill for disposal of non-hazardous municipal solid waste and is operated under regulations contained in 40 CFR Part 258, Clark County Health District regulations, and the Clark County Code in effect on the date of this agreement.
- c. "Generated Waste" means the total quantity of solid waste, expressed in tons or cubic yards.
- d. "Hazardous waste" means those solid wastes, under Section 3003 of RCRA and EPA implementing regulations, that either exhibit a hazard "characteristic" or have been specifically listed

as hazardous waste by EPA, but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by an Act of Congress.

- e. "Industrial solid waste" means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under Subtitle C of RCRA.
- f. "Solid waste" has the meaning ascribed to it in Clark County Code, Section 9.04.010(17).
- g. "Tipping fees" means the unit prices for the disposal of solid waste which shall be paid to DUMPCO for the disposal of solid waste in the Apex Regional Landfill expressed in price per cubic yard and/or price per ton as established by Dumpco.
- 1.3. OWNERSHIP OF PROPERTY: DUMPCO represents and covenants that it is a principal owner of a site of approximately 2560 acres of land generally located on the east side of Interstate 15, north and south of the intersection of U.S. Highway 93 and Interstate 15, in Apex, County of Clark, Nevada. The general Legal Description is: Sections 18, 19 and a portion of Sections 7 and 20, Township 18 South, Range 64 East and portions of Sections 13 and 24, Township 18 South, Range 63 East (Exact legal description on file). Said property shall be generally known as the Apex Waste Management Center. A portion of the property was acquired by DUMPCO through SILVER STATE DISPOSAL with the acquiescence and assistance of the COUNTY for use as a regional solid waste, industrial waste and hazardous waste landfill sites.
 - 1.4. USE OF PROPERTY: DUMPCO represents and covenants that

the Apex Waste Management Center will be used for permitted municipal solid waste, industrial waste, and hazardous waste landfills with accessory uses for which a use permit is granted by the COUNTY.

2. DURATION OF CONTRACT

2.1. This disposal Agreement beginning from the date of execution and in the terms contained herein, shall remain in effect until September 30, 2020, provided however that if the termination date of the Franchise Agreement for Collection and Disposal of Solid Waste entered into by the COUNTY and SILVER STATE DISPOSAL on April 20, 1993, should be extended beyond September 30, 2020, the duration of this Agreement shall be likewise extended.

3. CAPACITY GUARANTEES

- 3.1. DUMPCO guarantees that during the term of this Agreement, DUMPCO will maintain adequate landfill capacity at the Apex Regional Landfill and will accept and dispose of all solid waste as regulated and delineated in Chapter 9.04 of the Clark County Code and generated within the geographical boundaries of unincorporated Clark County. DUMPCO agrees that disposal of all solid waste at the Apex Regional Landfill shall be in accordance with Clark County Health District regulations, and other federal, state, and local laws.
- 3.2. Unless provided to the contrary herein, DUMPCO guarantees that during any extension of this Agreement, DUMPCO will maintain adequate landfill capacity at the designated Apex Regional Landfill to accept all solid waste generated within Clark County.

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4. LICENSE FEE

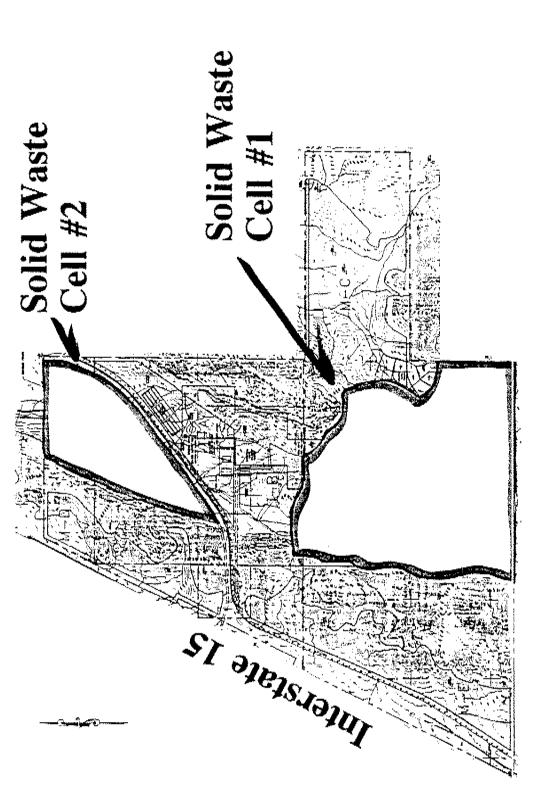
4.1. DUMPCO shall pay to COUNTY Director of Business License on a quarterly basis a license fee of four percent (4%) of the gross monthly revenue derived from the disposal of solid waste in the Apex Regional Landfill. Gross receipts mean cash collections on customer accounts less cash refunds. The gross monthly revenue upon which the license fee shall be computed shall not include revenue collected by DUMPCO from the SILVER STATE DISPOSAL under solid waste collection franchises with the COUNTY of the cities of Henderson, Las Vegas and North Las Vegas. For the purpose of this section, solid waste does not include hazardous waste, septic waste, industrial waste and recyclable.

5. ACCOUNTING SYSTEM

5.1. DUMPCO shall establish and maintain an accounting system pursuant to generally accepted accounting procedures and practices consistently applied to reflect correctly and accurately the gross monthly receipts derived from the disposal of solid waste in the Apex Regional Landfill pursuant to Section 4, above.

6. AUDITED FINANCIAL STATEMENT

6.1. DUMPCO shall each year on the anniversary date of this contract submit an audited financial statement to the Director of Business License.



Inly areas indicated in blue are part of the agreement

XHIBIT "A"

7. LICENSES AND PERMITS

7.1. DUMPCO shall, at its sole cost and expense, be responsible for obtaining and maintaining all Federal, State and local permits and approvals necessary to commence and continue operations of the Apex Regional Landfill.

8. RATES AND FEES.

- 8.1. COUNTY, SILVER STATE DISPOSAL and DUMPCO agree that DUMPCO shall have the sole right to set and collect tipping fees for disposal of solid waste in the Apex Regional Landfill, provided that in setting tipping fees for disposal of solid waste at the Apex Regional Landfill, DUMPCO and SILVER STATE DISPOSAL shall give due consideration to setting tipping fees, and the COUNTY shall give due consideration to approving collection rates and rate increases which shall afford the parties the opportunity to provide cost effective solid waste collection service rates and which further provide DUMPCO and SILVER STATE DISPOSAL the ability to recover the following:
- a. Reasonable costs of operations and maintenance of the Apex Municipal Solid Waste Landfill and
- b. Capital costs for the Apex Regional Landfill and a prorated share of the costs of other Apex Waste Managaement Center capital improvements directly related to the Apex Regional Landfill, and costs associated with closure and post-closure care for the Sunrise Landfill as detailed in the October 5, 1993 modification agreement for the Sunrise Landfill amortized over an eight (8) year period. The parties agree that these costs shall be

recoverable by DUMPCO regardless of the date of closure of the Sunrise Landfill; and

- c. A reasonable profit.
- 8.2. It is agreed that SILVER STATE DISPOSAL'S residential customers who subscribe to single-family residential pickup service, under the current franchise agreement for such service shall not pay a fee to dispose of solid waste at the Apex Regional Landfill in accordance with Chapter 9.04.215 of the Clark County Code.
- 8.3. DUMPCO further agrees that there will be no charge to COUNTY for its disposal of solid waste collected in the normal and customary course of official COUNTY business that is not in competition with SILVER STATE DISPOSAL and is brought to the Apex Regional Landfill in official COUNTY service vehicles. For the purposes of this section COUNTY excludes the Clark County Sanitation District.

9. PROVISION AND MAINTENANCE OF EQUIPMENT

- 9.1. DUMPCO shall provide and maintain at all times such appropriate and adequate equipment and other resources required to fulfill this agreement.
- 9.2. Any and all costs entailed or required for proper maintenance and operation of the Apex Regional Landfill and equipment shall be the sole obligation of Dumpco, who shall be entitled to recover such reasonable costs pursuant to Section 8, above.

10. PERFORMANCE BOND

10.1. DUMPCO shall deliver to the COUNTY Director of Business License a performance bond in the principal sum of Two Hundred Fifty Thousand dollars (\$250,000.00) to guarantee the performance of its obligations under this agreement.

11. BUSINESS HOURS

11.1. It is agreed that DUMPCO shall operate the Apex Regional Landfill a minimum of eight (8) hours per day, seven (7) days per week, excluding, at DUMPCO'S discretion, legal holidays.

12. BREACH OF AGREEMENT

12.1. Should a breach of this Agreement result from an act of God, public enemy, or similar cause beyond DUMPCO'S control, and with a declaration of emergency consisting of a health hazard by the Board of County Commissioners and the Chief Health Officer of the County Health District, COUNTY shall have the right during such period to take over the disposal of solid waste and to take possession of land and equipment owned or leased by DUMPCO and used by it in the performance of this agreement. The COUNTY shall be reimbursed therefor by DUMPCO on a cost basis during the period of time that solid waste disposal services is performed by the COUNTY. However, such reimbursement shall not exceed One Hundred Twenty-Five percent (125%) of DUMPCO'S costs for a like period of time immediately preceding said breach. In the event COUNTY shall take over disposal of solid waste as in this paragraph provided, DUMPCO agrees to manage the administrative processes associated with waste disposal and shall cooperate fully with the COUNTY in facilitating

such disposal.

13. LIABILITY INSURANCE

13.1. No later than ten (10) calendar days after approval of this agreement by the COUNTY, DUMPCO shall furnish the CCUNTY a policy or certificate of protective liability insurance in which the COUNTY shall be named as an additional insured with the Dumpco as follows:

Comprehensive General Liability Insurance with a minimum limit of \$ 1,000,000.00 for bodily injury and property damage.

14. INSPECTION AND RECORDS

- 14.1. COUNTY shall have the right to inspect the Apex Regional Landfill upon giving two (2) hours notice of intent.
- 14.2. COUNTY shall have access to records pertaining to COUNTY waste disposal at the designated Apex Regional Solid Waste Landfill. COUNTY agrees to keep all records confidential unless otherwise required by law.

15. DEFAULT, CURE AND REMEDY PROVISIONS

15.1. In the event the COUNTY determines that DUMPCO is in default under any of the provisions hereof, the COUNTY shall give DUMPCO written notice thereof, specifying the provisions hereof under which the default has been determined to exist, and give DUMPCO sixty (60) days within which to commence correction of any such default. In the event DUMPCO does not commence correction of any such default within said sixty days, as in this paragraph provided, then the COUNTY may terminate this Agreement upon giving of thirty (30) days written notice to DUMPCO.

16. INDEMNIFICATION AND HOLD HARMLESS

16.1. DUMPCO agrees to indemnify, defend and hold harmless the COUNTY, its officers, employees, and agents from and against any and all liability, claims, demands, actions or suits, of whatsoever character or kind, arising or resulting from, or in any way connected with, DUMPCO'S performance, its operations, its agents, employees or sub-contractors, or the failure of DUMPCO to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations, unless such claims, damages, or loss are directly attributable to the negligence or omission of the COUNTY or its officers or employees.

17. ASSIGNMENT.

- 17.1. Should DUMPCO sell, transfer or assign its interest to the Apex Regional Landfill property as defined in Section 1.2.b. in whole or in part to any person, partnership, firm or corporation at any time during the term of this Agreement, the COUNTY shall be presented with a document by the purchaser, transferee or assignee providing therein that the purchaser, transferee or assignee assumes all the rights, duties and obligations of DUMPCO under this Agreement.
- 17.2. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of Section 17.1.

18. FORCE MAJEURE

18.1 The obligations of the parties under this Agreement

shall be suspended during the period of time performance is rendered impossible by a cause or causes beyond the reasonable control of the parties.

19. NOTICES TO BE SENT

19.1. All reporting and notices sent or required to be sent by either party to this Agreement to the other party shall be deemed to have been given when received by the party to whom directed by United States mail, personal service or hand delivery at the following addresses:

COUNTY:

Clark County Public Works 6655 W. Sahara Avenue, Bldg. C-204 Las Vegas, NV 89102

AND

Clark County Business License 333 South Sixth Street Las Vegas, NV 89101

Dumpco:

/

Disposal Urban Maintenance Processing Company

770 East Sahara Avenue Las Vegas, Nevada 89104

PARENT COMPANY:

Silver State Disposal Service, Inc.

770 East Sahara Āvenue Las Vegas, Nevada 89104

20. INVALIDITY OF PART OF AGREEMENT

20.1. If any provision hereof shall, for any reason, be held to be invalid, such fact shall not be deemed to invalidate any other provision herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

"COUNTY"

County of Clark

Jay Bingham, Chairman

Board of County Commissioners

Attest:

ORETTA BOWMAN, County Clerk

DISPOSAL URBAN MAINTENANCE PROCESSING COMPANY, INC.

Title: Pace Benefint-

SILVER STATE DISPOSAL

SERVICE, INC.

By Lan

Title: The free freedent

APPROVED AS TO LEGALITY:

Deputy District Attorney



AGREEMENT FOR DISPOSAL OF SOLID WASTE AND OPERATION OF THE LAUGHLIN LANDFILL

This agreement regarding the disposal of solid waste and operation of the Laughlin Landfill (this "Agreement") is made and entered into on the <u>6th</u> day of <u>October</u>, 2009 ("<u>Effective Date</u>"), by and between the County of Clark, a political subdivision of the State of Nevada (the "<u>County</u>" or "<u>Clark County</u>"), and Republic Dumpco, Inc., a Nevada corporation ("<u>Contractor</u>"). The Contractor and County may herein be referred to collectively as the "<u>Parties</u>."

RECITALS:

WHEREAS, federal and state regulations mandate environmentally sound solid waste disposal; and

WHEREAS, it is declared to be the policy of the County to regulate the disposal of solid waste and recyclables in a manner consistent with federal and state laws; and

WHEREAS, the Board of County Commissioners is authorized pursuant to NRS 244.187 to provide services for the disposal of "garbage and other waste," which collectively refer to solid waste herein, and for the operation of landfills within the County; and

WHEREAS, the Board of County Commissioners, pursuant to NRS 244.188 may grant an exclusive franchise to any person to perform those services set forth in NRS 244.187; and

WHEREAS, on April 15, 1986, the U.S. Department of the Interior, Bureau of Land Management ("BLM") granted the County a 20-year Recreation or Public Purpose Lease, No. NVN-39878 (the "BLM Lease"), to operate a sanitary landfill at a 40-acre site in Laughlin, Nevada (the "Laughlin Landfill"); and the BLM awarded a one-year extension, through April 15, 2007, and a second one-year extension, through April 15, 2008, while the County processes the necessary documents to acquire the 40-acre landfill property from BLM, along with an abutting 40-acres to increase the capacity of the Laughlin Landfill; and

WHEREAS, on April 21, 1987, the Board of County Commissioners awarded an exclusive agreement to Clark Sanitation, Inc. to establish, operate and maintain the Laughlin Landfill for the disposal of solid waste from Laughlin, Nevada, for the duration of the BLM Lease (the "1987 Agreement"); and

WHEREAS, the 1987 Agreement was legally transferred and assigned from Clark Sanitation, Inc. to Disposal Urban Maintenance Processing Company, Inc., a whollyowned subsidiary of Silver State Disposal Service, Inc., in 1989; and then from Disposal Urban Maintenance Processing Company, Inc. to Contractor, a wholly-owned subsidiary of Republic Industries, Inc., in 1997; and

WHEREAS, Clark County and Contractor extended the 1987 Agreement beginning on the date that the BLM Lease expired or July 3, 2007, whichever occurred

sooner, for a period not to exceed six months until January 3, 2008, under the same terms and conditions as the 1987 Agreement to allow sufficient time to consider aspects of a proposed renewal agreement; and

WHEREAS, on February 6, 1996, the County entered into a franchise agreement with Silver State Disposal Service, Inc., which was transferred to Republic Silver State Disposal Service, Inc., a wholly-owned subsidiary of Republic Industries, Inc. and an affiliate of the Contractor, on August 5, 1997, for the provision of solid waste collections services within the Urban Solid Waste Service Area, that includes the unincorporated Town of Laughlin, and the Rural Solid Waste Service Area as further defined in that franchise agreement; and

WHEREAS, on August 24, 2007, Patent No. 27-2007-0032 (the "Patent," attached hereto as Exhibit "A") that was issued by the BLM was filed with the Clark County Recorder granting the land identified in the BLM Lease to Clark County to operate as a solid waste disposal site, thereby terminating the BLM Lease; and

WHEREAS, Clark County and Contractor executed a second extension of the 1987 Agreement on December 4, 2007, for a period not to exceed an additional three months until April 3, 2008, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a third extension of the 1987 Agreement on April 1, 2008, for a period not to exceed an additional six months and four days until October 7, 2008, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a fourth extension of the 1987 Agreement on September 16, 2008, for a period not to exceed an additional six months until April 7, 2009, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, Clark County and Contractor executed a fifth extension of the 1987 Agreement on April 7, 2009, for a period not to exceed an additional six months until October 7, 2009, or until a new agreement for the operation of the Laughlin Landfill is granted to Contractor by the Clark County Board of County Commissioners, whichever occurs first, during which time the parties agree to work together to develop a new agreement.

WHEREAS, the Board of County Commissioners desires to continue providing environmentally sound solid waste disposal and operation of the Laughlin Landfill; and

WHEREAS, Contractor represents it is willing and able to continue to provide environmentally sound solid waste disposal services and to operate and maintain the Laughlin Landfill in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt of which the Parties acknowledge, the Parties hereto agree to an exclusive agreement for the operation and maintenance of the Laughlin Landfill and the disposal of solid waste at the Laughlin Landfill as follows:

1. Definitions.

1.01 <u>Definitions</u>. Unless otherwise specified herein, definitions of terms in this Agreement shall be the same as those definitions listed in Chapter 9.04 of the Clark County Code (the "<u>Code</u>"), and amendments thereto.

2. Laughlin Landfill.

2.01 <u>Laughlin Landfill</u>. Contractor currently operates and maintains the Laughlin Landfill on that property described as Mount Diablo Meridian, Nevada, Township 32 South, Range 66 East, Section 8, Lot 1, granted to the County by the Patent (Assessor Parcel Number 264-08-000-002) consisting of 47.61 acres, more or less.

3. Right-of-Way Grant.

- 3.01 <u>Right-of-Way Grant</u>. Contractor shall continue to operate, and maintain access to the Laughlin Landfill over the right-of-way described in Right-of-Way Grant number N-39917 dated April 15, 1986 (the "<u>Right-of-Way Grant</u>," attached hereto as <u>Exhibit "B"</u>). Contractor shall establish, operate, and maintain the right-of-way in compliance with
 - (i) The terms and conditions of the Right-of-Way Grant and all statutes and regulations referred to in the Right-of-Way Grant; and
 - (ii) All other applicable federal, state, and local laws and regulations.

4. Operation of the Laughlin Landfill.

- 4.01 <u>Compliance with Laws</u>. Contractor shall continue to operate, and maintain the Laughlin Landfill and dispose of all solid waste generated within the boundaries of the Town of Laughlin, as delineated on the map marked Exhibit "C", which is attached hereto and by this reference made a part hereof, at the Laughlin Landfill in compliance with:
 - (i) This Agreement;
 - (ii) The Patent;
 - (iii) The Right-of-Way Grant; and

- (iv) The Laughlin Landfill operating permit number LF004-IMP-01 issued by the Southern Nevada Health District dated November 8, 1994 (the "Operating Permit") and any amendments thereto;
- (v) All other applicable federal, state, and local laws and regulations, including but not limited to Chapter 9.04 of the Code, as amended.
- 4.02 Except as otherwise provided in this Agreement, Contractor shall only accept solid waste that is generated in the area shown on Exhibit "C" for disposal at the Landfill.
- 4.03 <u>Equipment</u>. Contractor agrees to own, purchase, contract for the purchase of, or lease, and shall at all times during the term of this Agreement maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to satisfy the needs as presently exist or may hereafter arise to fulfill the terms of this Agreement.
- 4.04 <u>Maintenance Expenses</u>. Any and all costs or expenses entailed or required for proper maintenance and operation of the Laughlin Landfill shall be the sole obligation of Contractor, who shall save County harmless from any and all claims, demands, and liability therefor.
- 4.05 <u>Licenses and Permits</u>. Contractor shall, at its sole cost and expense, be responsible for obtaining and maintaining all federal, state, and local licenses, permits and approvals necessary to continue operations of the Laughlin Landfill.
- 4.06 <u>Landfill Gas.</u> Contractor shall, whenever economically feasible, recapture and use or recycle any landfill gas that may be generated at the landfill.

5. Improvements.

- 5.01 <u>On-Site Improvements</u>. Contractor has and shall continue, at no expense to County, to construct or install all on-site improvements to the Laughlin Landfill required by:
 - (i) The Patent;
 - (ii) The Operating Permit;
 - (iii) The conditions attached to approval by the Board of County Commissioners of ZC-153-86; and
 - (iv) All other applicable federal, state, and local laws and regulations;

All on-site improvements shall become property of the County upon expiration or termination of this Agreement.

5.02 <u>Off-Site Improvements</u>. Contractor has and shall continue, at no expense to County, to construct or install all off-site improvements to the Laughlin Landfill required by:

- (i) The Patent;
- (ii) The Right-of-Way Grant;
- (iii) The Operating Permit;
- (iv) The conditions attached to approval by the Board of County Commissioners of ZC-153-86; and
- (v) All other applicable federal, state, and local laws and regulations.

All off-site improvements shall become property of the County upon expiration or termination of this Agreement.

6. Term.

- 6.01 Term. The Franchise Agreement for Collection and Disposal of Waste dated February 6, 1996, and any amendments thereto including the Agreement Regarding Sunrise Landfill and Extension of Franchise Agreement dated June 15, 1999 ("collectively referred to as the "Collection Franchise Agreement"), govern the collection of solid waste within all areas of unincorporated Clark County including the Township of Laughlin. This Agreement shall commence on the date of approval by the Board of County Commissioners and shall run concurrent with the Collection Franchise Agreement.
- 6.02 <u>Closure of Laughlin Landfill</u>. Should the Laughlin Landfill reach capacity or is closed for any reason prior to the expiration of the Collection Franchise Agreement, this Agreement shall terminate. If the Laughlin Landfill reaches capacity or is closed prior to the expiration of this Agreement the Contractor will be responsible for the closure in compliance with federal, state and local laws and regulations and for all costs associated with such closure, including, but not limited to, the cover of the landfill, installation of any monitoring wells that may be required and any other remediation that is required by any federal, state or local governmental agency having jurisdiction and regulatory authority over the Laughlin Landfill. Should this Agreement be terminated by the County pursuant to Section 11 prior to the Landfill reaching capacity, the Contractor's responsibility for the costs associated with the closure and post-closure of the Laughlin Landfill shall be prorated to a percentage reflective of the period Contractor operated and maintained the Laughlin Landfill.

7. License Fee.

- 7.01 <u>License Fee</u>. Contractor shall pay to the County Director of Business License on a quarterly basis a fee of five percent (5%) of the Gross Receipts derived from the disposal of solid waste in the Laughlin Landfill (the "License Fee"). For purposes of this Section 7.01,
 - (i) Gross Receipts upon which the License Fee shall be computed shall not include receipts collected by Contractor or Contractor's affiliates under the solid waste collection franchise agreement with the County; and

- (ii) The term solid waste does not include hazardous waste, septic waste, industrial waste, and source-separated recyclables.
- 7.02 <u>Disposal of Solid Waste by Contractor</u>. There shall be no rate charge or license fee to Contractor for disposal at the Laughlin Landfill of solid waste, hazardous waste, construction and demolition waste, agricultural waste, mining waste, or source-separated recyclables collected by Contractor.
- 7.03 Accounting System. Contractor shall establish and maintain an accounting system pursuant to generally accepted accounting principles and applicable state regulations to reflect correctly and accurately the Gross Receipts and shall also file with the County, within thirty (30) days after the end of the preceding quarter, a statement of the Gross Receipts from the disposal of solid waste during the quarter next preceding the date of such statement. Contractor shall retain revenue books and records for the Laughlin Landfill for a period of five (5) years and upon written request, at the option of the County, such books and records shall be produced for inspection made available for auditing purposes. County agrees to keep all such books and records confidential unless otherwise required by law.
- 7.04 Payment. Checks for the License Fee payments should be made payable to Clark County and mailed or delivered to the County at the address for notice in Section 18.09 within thirty (30) days after the end of each preceding quarter. The place and time of payment may be changed at any time by the County upon 30 days written notice to Contractor. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities.

8. Fees for Disposal of Waste.

- 8.01 <u>Urban Solid Waste Service Area.</u> The Laughlin Landfill is considered an urban solid waste service area as defined by Section 9.04.010(a)(43) of the Code.
- 8.02 <u>Residential Customers</u>. Contractor agrees that residential customers of the Town of Laughlin and the Town of Searchlight who subscribe to single-family residential pickup service under the Collection Franchise Agreement shall not pay a fee to dispose of solid waste in accordance with Section 9.04.300(a) of the Code. To obtain the fee exemption under 9.04.300(a) for disposal at the Laughlin Landfill, residential customers must (1) provide a current residential pickup account bill stub and a valid government-issued photo identification, such as a current Nevada driver's license, and (2) have no past due charges on their residential pickup account.
- 8.03 <u>County Disposal</u>. There shall be no charge to the County for its disposal of solid waste collected in the normal and customary course of official County business that is not in competition with Contractor or the Collection Franchise Agreement and is brought to the Laughlin Landfill in official County service vehicles. Notwithstanding the foregoing, for purposes of this Section 8.03, the term "County" excludes the Clark County Water Reclamation District and Contractor retains the right to charge the County for the disposal of construction or demolition waste and sludge. The term "sludge" means any wastewater of any type that is generated by a municipal,

commercial or industrial wastewater treatment plant, water supply treatment plant or air pollution control facility, other than the treated effluent from a wastewater treatment plant.

- 8.04 Fees for Disposal at the Landfill. Contractor shall have the sole right to set and collect tipping fees for disposal of solid waste in the Laughlin Landfill, provided that in setting the tipping fees for disposal of solid waste at the Laughlin Landfill Contractor shall give due consideration to setting tipping fees which shall afford the Contractor the ability to recover the following:
- (i) Reasonable costs of operations and maintenance of the Laughlin Landfill; and
 - (ii) Capital costs for the Laughlin Landfill; and
 - (iii) A reasonable profit.

9. Surety Bond.

9.01 <u>Surety Bond</u>. Contractor shall at all times keep on file with the County Clerk a surety bond, cash, or its equivalent, in the amount of twenty-five thousand dollars (\$25,000.00) (the "<u>Surety Bond</u>") (to be in a form acceptable to the County) to insure proper maintenance and operation of the Laughlin Landfill in conformity with this Agreement. Any or all of the Surety Bond may be claimed by the County as payment for damages, costs, or expenses the County suffers or incurs by reason of any act or omission of the Contractor in connection with this Agreement or its enforcement, including failure to compensate the County within ninety (90) days such compensation is due.

10. Default by Contractor.

shall not be endangered, in the event the Board of County Commissioners determines after a hearing and based upon clear and convincing evidence that the Contractor is in default under any of the provisions of this Agreement, the County shall give the Contractor written notice thereof, specifying the provisions of this Agreement under which the default has been determined to exist, and give the Contractor sixty (60) days within which to provide a plan to correct any such default. In the event Contractor does not provide a plan to correct any such default within said sixty (60) days, then the County may terminate this Agreement upon giving thirty (30) days written notice to the Contractor. If the County terminates this Agreement under this Section 10.01, the Contractor shall forfeit the Surety Bond deposited in conformity with Section 9.01.

10.02 <u>Force Majeure</u>. Should a breach of this Agreement result from an act of God, public enemy, terrorist act, or similar cause beyond Contractor's control as determined by a hearing by the Board of County Commissioners, the County shall have the right during such period to take over the operation and maintenance of the Laughlin Landfill, as the case may be, and the disposal of solid waste at the Laughlin Landfill, as the case may be, and to take possession of the land and equipment owned or leased by Contractor, and used by it in the performance of this Agreement. County shall be

reimbursed therefor by Contractor on a cost basis during the period of time that solid waste disposal service is performed by the County. However, such reimbursement shall not exceed One Hundred Twenty-Five percent (125%) of Contractor's costs for a like period of time immediately preceding the said breach, such like period of time to be based upon the entire period said breach shall continue, notwithstanding the fact that such collections by the County may not have commenced immediately upon the occurrence of said breach.

10.03 <u>Administrative Personnel</u>. In the event the County takes over the disposal of solid waste as provided in Section 10.02, Contractor agrees to manage the office, including the preparation and mailing of bills and the collection of accounts receivables with its administrative personnel and shall cooperate fully with County in facilitating the operation and maintenance of the Laughlin Landfill, as the case may be.

11. <u>Liability Insurance</u>.

11.01 <u>Liability Insurance</u>. Not later than ten (10) calendar days after approval of this agreement by the Board of County Commissioners the Contractor shall furnish the County a policy or certificate of comprehensive general liability insurance with a minimum limit of One Million dollars (\$1,000,000.00) for bodily injury and property damage in which the County shall be named as an additional insured with the Contractor.

12. <u>Indemnity</u>.

12.01 <u>Indemnity</u>. The Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees, and agents from any and all liability, claims, demands, actions, or suits, resulting from Contractor's performance, its operations, its agents, employees or sub-contractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations, unless such claims, damages, or loss are directly attributable to the negligence or omission or unlawful act of the County or its officers, employees or agents.

13. Independent Contractor.

13.01 <u>Independent Contractor</u>. Contractor is an independent contractor and not an employee of the County for any purpose.

14. No Third Party Beneficiaries.

14.01 No Third-Party Beneficiaries. It is not intended by this Agreement to, and nothing contained in this Agreement shall create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the County with respect to third parties shall remain as imposed by Nevada law.

15. Transfers and Assignments.

15.01 <u>Transfers.</u> The Contractor may not transfer this Agreement to any other person without review and approval by the Board of County Commissioners. The Contractor must give written notice to the director of business license of its intent to transfer and assign the agreement and must name the intended transferee and assignee. The intended transferee and assignee must hold a valid county business license pursuant to Clark County Code Title 6 and submit the same information to the director of business license as is required for any applicant for a landfill agreement. Consent to a transfer and assignment by the Board of County Commissioners shall not be unreasonably withheld.

15.02 <u>Assignments</u>. The rights and privileges granted by this Agreement are not assignable, either voluntarily or by operation of law without the consent of the Board of County Commissioners, except that Contractor may assign the Agreement to other subsidiaries of Republic Services, Inc. without the approval of the Board of County Commissioners.

16. Nevada Public Records Law.

Contractor acknowledges that 16.01 Nevada Public Records Law. information submitted to the County is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the Nevada Revised Statutes. Contractor is responsible for becoming familiar and understanding the provisions of the Nevada Public Records Law. Contractor may identify information, such as trade secrets, proprietary financial records, customer information, or technical information, submitted to the County as confidential. Contractor shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting the information to the County. The County shall treat any information so marked as confidential until the County receives any request for disclosure of such information. Within two (2) working days of receiving any such request, the County shall provide Contractor with written notice of such request, including a copy of the request. Contractor shall have two (2) working days within which to provide a written response to the County including a citation to the specific statute or other legal authority that makes the information, or a part thereof, confidential, before the County will disclose any of the requested confidential information.

17. Mutual Agreements.

The parties hereby mutually agree:

- 17.01 <u>Time</u>. Time is of the essence of this Agreement.
- 17.02 <u>Entire Agreement</u>. This Agreement, which includes the exhibits attached hereto:
 - (i) Constitutes the entire agreement between the Parties with respect to the operation of the Laughlin Landfill and supersedes and takes the place of all prior contracts, understandings, representations, or warranties relating to the operation of the Laughlin Landfill,

- including the 1987 Agreement and any amendments or modifications thereto, which shall have no further force or effect; and
- (ii) May not be amended unless such amendment is in writing and signed by both Parties to this Agreement. This subsection (ii) does not abrogate the requirements of Section 4.01 (v) requiring compliance with federal, state or local laws, as such laws may be amended from time to time.
- 17.03 <u>Construction</u>. Wherever possible, each term, covenant, and condition of this Agreement shall be interpreted in such manner as to be valid under applicable law. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The Parties acknowledge that each party has reviewed this Agreement and has had the benefit of legal counsel or the opportunity to consult with legal counsel prior to entering into this Agreement.
- 17.04 <u>Waiver</u>. A waiver by either party of any breach of any of the provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of, or be deemed to waive, any other or future breaches of the same or any other provisions hereof.
- 17.05 <u>Severability</u>. Should any section of this Agreement be rendered void, invalid, ineffective, or unenforceable by any court of competent jurisdiction, such a determination shall not render void, invalid, ineffective, or unenforceable the remainder of the terms.
- 17.06 <u>Jurisdiction</u>. This Agreement is made under and subject to laws of the State of Nevada. Any dispute arising under this Agreement shall be determined by a court of competent jurisdiction sitting in Clark County, Nevada, and will be construed in accordance with the laws of the State of Nevada.

17.07 Survival of Provisions.

All provisions, conditions and requirements of this Agreement that may be reasonably construed to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, all of Franchisee's obligations under Sections 6.02, 7.04 and 12.01 of this Agreement.

17.08 Agreement and Prior Agreement Survival Requirements. The grant of this Agreement shall have no effect on the Contractor's duty under its prior agreement with the County to indemnify, defend, hold harmless and insure the County against acts or omissions occurring during the period that the prior agreement was in effect. The provisions of this Agreement relating to indemnification or which require performance subsequent to the expiration or termination of this Agreement shall survive such expiration or termination. Contractor is entitled to all of the rights and remedies it may have pursuant to its prior agreement with respect to its duty to continue to

indemnify, defend, hold harmless and insure the County. Contractor does not waive and is entitled to assert all defenses, claims and actions it may have against other parties while fulfilling its obligations under the prior agreement to indemnify, defend, hold harmless and insure the County.

17.09 <u>Gender</u>. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires.

17.10 Notices. All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given as if delivered in person, when received by certified mail with return receipt requested, or otherwise actually delivered.

Notice to the County shall be sent to:

County Manager Clark County 500 S. Grand Central Parkway P.O. Box 551810 Las Vegas, NV 89155-1810

AND

Director Clark County Department of Business Licenses 500 S. Grand Central Parkway P.O. Box 551810 Las Vegas, NV 89155-1810

Notice to Contractor shall be sent to:

Area President Republic Dumpco, Inc. 770 East Sahara Avenue Las Vegas, NV 89104

AND

General Counsel Republic Services, Inc. 18500 N. Allied Way Phoenix, AZ 85054

Either party may change the address at which it receives written notice by so notifying the other party in writing.

18. Authority.

18.01 <u>Authority</u>. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection therewith.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

APPROVED this 6th day of October, 2009.

CLARK COUNTY BOARD OF

BY:

RORY REID, Chairman

Vara (Illus

DIANA ALBA, County Clerk

COMMISSIONERS

REPUBLIC DUMPCO, INC.

BY:

TOM MILLER

Area President, Republic Dumpco, Inc.

APPROVED AS TO FORM: DISTRICT ATTORNEY'S OFFICE

BY:

MARK E. WOOD

Deputy District Attorney

Marwar

EXHIBIT A

Form 1860-9 (January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

Poetion of - 264-08-000-001 Patent

WHEREAS

County of Clark, a political subdivision of the State of Nevada

is entitled to a land patent pursuant to the Act of June 14, 1926, as amended (43 U.S.C. 869 – 869-4), for the following described land:

Mount Diablo Meridian, Nevada

T. 32 S., R. 66 E., sec. 8, Lot 1.

Containing 47.21 acres, more or less.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES OF AMERICA, unto the County of Clark, a political subdivision of the State of Nevada, the land described above; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the County of Clark, a political subdivision of the State of Nevada, its successors and assigns, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

- 1. A right-of-way for ditches or canals by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945);
- 2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same under applicable law and regulations to be established by the Secretary of the Interior.

SUBJECT TO:

1. Valid existing rights;

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 County of Clark, a political subdivision of the State of Nevada, its successors or assigns, shall comply with all federal and state laws applicable to the disposal, placement, or release of hazardous substances (substance is defined in 40 CFR Part 302);

3. The public land is recommended for conveyance in accordance with Section 211 of the Act of October 21, 1976 (43 U.S.C. 1713 and 1719) as amended, and with Section 3 of the Act of June 14, 1926 (43 U.S.C. 869 et seq.), as amended by the Recreation and Public Purposes Amendment Act of 1988. On April 15, 1986, a Recreation and Public Purposes lease was issued to Clark County for a Class I Solid Waste Disposal facility. The Laughlin Landfill has been receiving waste since 1987. A Land Transfer Audit (LTA) has been prepared by Converse Consultants. The LTA concluded that the lands involved contain only those quantities and type of hazardous substances consistent with household waste, or wastes from conditionally exempt small quantity generators and there is a reasonable basis to believe that the contents of the site do not pose a threat to human health or the environment. The Laughlin Landfill lands have been examined in accordance with Section 120(h) of CERCLA. No evidence or recorded information was found to indicate that any hazardous substance was stored for one year or more, disposed of, or released on the property.

By accepting this patent subject to the limitations established by law, the patentee, County of Clark, a political subdivision of the State of Nevada, agrees to indemnify, defend and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgment of any kind or nature caused by the patentee arising out of, or in connection with, the patentee's use, occupancy or operation on the patented real property. Notwithstanding, the County's ability to indemnify, defend or hold harmless the United States as set forth herein, Clark County agrees that as the lessee of the R&PP Lease N-39878, Clark County will be to the extent required by law, cleanup or remediate any solid waste or hazardous substances on the site, or perform any reclamation work, incident to the use of the site as a landfill. This covenant shall be construed as running with the patented real property, and may be enforced by the United States in a court of competent jurisdiction.

4. The above described land has been conveyed for utilization as a solid waste disposal site. Upon closure, the site may contain small quantities of commercial and household hazardous waste as determined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901), and defined in 40 CFR 261.4 and 261.5. Although there is no indication these materials pose any significant risk to human health or the environment, future land uses should be limited to those which do not penetrate the liner or final cover of the landfill unless excavation is conducted subject to applicable state and federal requirements;

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5. Provided, that the title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that the patentee has not substantially developed the lands in accordance with the approved plan of development on or before the date five years after the date of conveyance. No portion of the land shall under any circumstances revert to the United States if any such portion has been used for solid waste disposal or for any other purpose which may result in the disposal, placement, or release of any hazardous substance;

6. If, at any time, the patentee, or its successor in interest, transfers to another party title to, or control over, any portion of the land not used for the purpose(s) specified in the application and approved plan of development, the patentee shall pay the Secretary of the Interior, or his/her delegate, the fair market value, as determined by the authorized officer, of the transferred portion as of the date of transfer, including the value of any improvements thereon.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations:

- 1. The patentee, or its successor in interest, shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and the requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
- 2. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
- 3. The patentee or its successor in interest will, upon request of the Secretary of the Interior or his/her delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
- 4. The reservations, conditions, and limitations contained in paragraphs 1 through 3 shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.

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5. The assurances and covenant required by sections 1 - 4 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

PURSUANT to the requirements established by section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), (42 U.S.C. 9620(h)), as amended by the Superfund Amendments and Reauthorization Act of 1988, (100 Stat. 1670), notice is hereby given that the above-described lands have been examined and no evidence was found to indicate that any hazardous substances had been stored for one year or more, nor had any hazardous substances been disposed of or released on the subject property.

WHEN RECORDED RETURN TO: Clark County RPM 500 S. Grand Central Pkwy 4th fir Las Vegas, NV 89155 Attn: Krynn Williams

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in RENO, NEVADA, the TWENTY-THIRD day of JULY in the year of our Lord TWO THOUSAND and SEVEN and of the Independence of the United States the Two Hundred and Thirty-Second.

(SEAL)

Jim Stobaugh

Lands Team Lead

Natural Resources, Lands, and Planning

Patent Number 27 - 2007 - 0032

EXHIBIT R



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

RECEIVED

N-39917 IN REPLY 2800 REFER TO. (HY-053)

Las Vegas District Office P.O. Box 26569 Las Vegas, Nevada, 59126

'APR 1 7 1986

CERTIFIED MAIL NO. 13984
RETURN RECEIPT REQUESTED

CLARK COUNTY THE WARREN

DECISION

:

:

Clark County Department of Public Works c/o Senior Right-of-Way Agent 401 South Fourth Street Las Vegas, Nevada 89101

Right-of-Way

RIGHT-OF-WAY

Section A

- 1. There is hereby granted, pursuant to Title V of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1761) a nonexclusive, nonpossessory right-of-way to: County of Clark, a political subdivision of the State of Nevada, hereinafter referred to as the Holder.
- The right-of-way is for the following purpose(s): construction, operation and maintenance of an access road to the Laughlin Sanitary Landfill (Recreation and Public Purposes Lease N-39878), being 2,640 feet in length and 50 feet wide, containing 3.03 acres more or less.
- 3. The right-of-way crosses the following described public land: within the MighPaNWig, sec. 9, T.32S., R.66E., M.D.M.

A map showing the location of the right-of-way is on file with the Bureau of Land Hanagement, Las Vegas District Office (N-39917).

Section 8

- This right-of-way grant shall terminate 20 years from the effective date of this grant, unless prior thereto it is relinquished, abandoned, terminated, or otherwise modified pursuant to the terms and conditions of this grant or of any applicable Federal law or regulation.
- 2. This right-of-way grant may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal, and other terms and conditions deemed necessary to protect the public interest.

Exhibit "D"

- 3. This right-of-way grant may be relinquished. It is to the Holder's benefit to relinquish this right-of-way if it is no longer needed, since it will be subject to rental charges until it is either relinquished or declared abandoned, pursuant to 43 CFR 2803.4(c).
- 4. In case of change of address, the Holder shall immediately notify the Las Vegas District Manager, hereinafter referred to as the Authorized Officer.

Section C

- This grant is subject to all valid rights existing on the effective date of this grant.
- This grant is subject to all the applicable regulations contained in 43 CFR 2800.
- This grant is subject to review after twenty years and at regular intervals thereafter not to exceed ten years.
- 4. There is reserved to the Authorized Officer, the right to grant additional rights-of-way or permits for compatible use on, over, under, or adjacent to the land involved in this grant.
- 5. Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations authorized under this grant. The Authorized Officer shall approve a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect and fungus to be controlled; the method of application; the location of or storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1986, deadline for a fiscal year 1988 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.
- 6. All construction activities shall be confined to the minimum area necessary and shall not exceed the width of the right-of-way granted herein. The exterior boundaries of the right-of-way shall be clearly flagged prior to any surface disturbing activities.

- 7. If cultural resources are discovered during operations under this grant, the Holder shall immediately bring them to the attention of the Authorized Officer. The Holder shall not disturb such resources except as may be subsequently authorized. Within two working days of notification, the Authorized Officer will evaluate or have evaluated any cultural resources discovered and will determine if any action may be required to protect cultural resources discovered. The cost of data recovery for cultural resources discovered during operations shall be borne by the BLM unless otherwise specified by the Authorized Officer of the BLM. All cultural resources shall remain under the jurisdiction of the United States until ownership is determined under applicable law.
- 8. Holder shall file proof of construction within 90 days of completion of construction. Filing of proof of construction shall not exceed five years from the date of this grant in accordance with 43 CFR 2803.2(d).

Section D

- 1. The effective date of this right-of-way grant is the date of execution by the Authorized Officer.
- 2. If the Holder violates any of the terms and conditions to this grant, the Authorized Officer, after giving written notice, may declare the grant terminated.

The undersigned agrees to all of the foregoing terms and conditions of this right-of-way grant:

Authorized Officer for the County of Clark

0 8 APR 1996

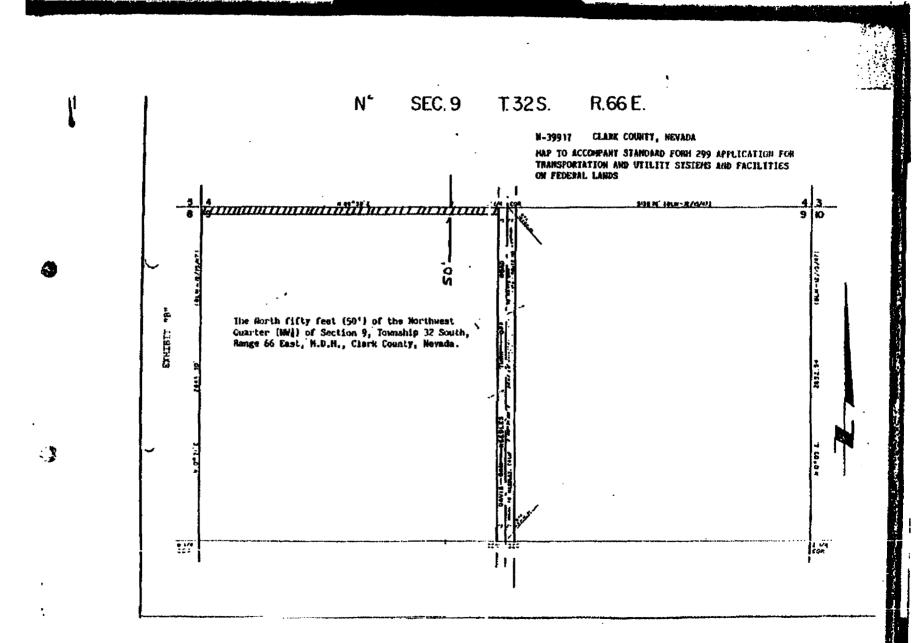
(Data)

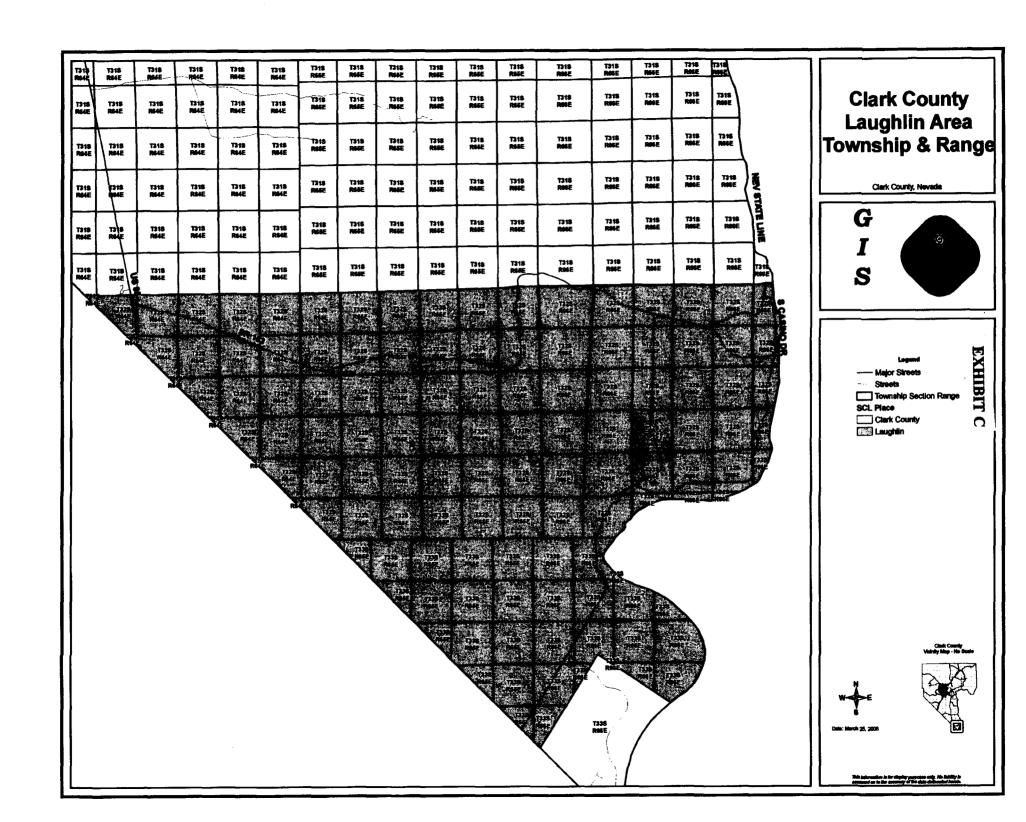
The right-of-way grant is executed this for day of the last.

Authorized Officer for the Bureau of Land Hanagement

Las Vegas Office

District Manager







AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

THIS SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered by and between the City Council, City of Henderson, a municipal corporation of the State of Nevada, hereinafter called the "City", and Republic Silver State Disposal, Inc., a Nevada corporation, hereinafter called "Contractor".

RECITALS:

WHEREAS, federal and state regulations mandate environmentally sound solid waste collection and disposal; and

WHEREAS, it is declared to be the policy of the City to regulate the collection and disposal of solid waste and recyclables in a manner consistent with federal and state laws; and

WHEREAS, the City is authorized, pursuant to the Charter of the City of Henderson and applicable provisions of general laws of the State of Nevada, to enter into this Agreement and may, pursuant to NRS 268.081, grant an exclusive contract to any person to perform collection and disposal of "garbage and other waste", which collectively refer to solid waste herein; and

WHEREAS, solid waste collection and disposal service and curbside recycling are presently provided by Contractor within the City; and

WHEREAS, the City Council of the City has determined that franchised solid waste collection, transportation, and disposal service and curbside recycling and household hazardous waste collection provide the most effective approach to environmentally sound and economical solid waste collection and disposal services; and

WHEREAS, the City desires to continue providing environmentally sound solid waste collection and disposal services to residents and businesses within the municipal boundaries of the City; and

WHEREAS, Contractor represents it is willing and able to perform environmentally

2100

sound solid waste collection and disposal services within the municipal boundaries of the City; and

WHEREAS, the City has assumed responsibilities in connection with the closure of the Henderson Landfill (the "Landfill"), in accordance with the Landfill Response Program Agreement (the "Landfill Agreement") between the City and the Nevada Division of Environmental Protection and the Clark County Health District; and

WHEREAS, the City is obligated under the Landfill Agreement to provide maintenance and closure oversight to the Landfill for a period of thirty (30) years from the date of closure (the "Closure Period"); and

WHEREAS, the City will incur long-term costs to provide the required maintenance and oversight to the Landfill during the Closure Period ("Closure Costs"); and

WHEREAS, Contractor, as a community partner, and not by way of any admission of liability whatsoever, will contribute Seven Million Eight Hundred Thousand Dollars (\$7,800,000) to the City, to aid the City in meeting such Closure Costs and other post-closure obligations as determined by the City under the Landfill Agreement, which contribution shall be payable to the City as set forth below; and

WHEREAS, the City and Contractor desire to incorporate and merge all existing solid waste collection contracts into a single new exclusive contract for collection and disposal of solid waste, residential recycling, and household hazardous waste collection and disposal within the municipal boundaries of the City.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Definitions of terms in this Agreement shall be the same as those definitions listed in Title 5, Chapter 5.17 of the Henderson Municipal Code (the "Code"), and amendments

thereto.

- 2. For and in consideration of the demands, terms, covenants, agreements, and conditions herein contained, Contractor hereby agrees to collect and dispose of solid waste as described in the Code and amendments thereto, and in conformity with all applicable laws, regulations and ordinances existing and hereafter enacted or established. All provisions of the Code, and amendments thereto, shall be binding upon the Contractor, its successors and assigns. In the event of any conflict between any provisions of the Code and amendments thereto, and any provisions of this Agreement, the Code provision shall control.
- 3. Contractor and the City hereby agree that the demands, terms, covenants, agreements, and conditions contained in all prior solid waste collection contracts between the parties, and modifications thereto, are hereby terminated by mutual agreement and shall have no further force or effect, and that each party is released from any liability or obligation to the other party thereunder; except that the Sludge Hauling Agreement between City and Contractor shall remain in effect according to its terms.
- 4. Contemporaneous with the full execution of this Agreement, Contractor shall pay to the City the amount of Seven Million Eight Hundred Thousand Dollars (US\$7,800,000) by wire transfer of immediately available funds to a bank named and account designated by the City. This payment is to aid the City in meeting such Closure Costs and other post-closure obligations as determined by the City under the Landfill Agreement and shall not be construed as an admission of liability by Contractor. This Agreement is conditioned upon the City's receipt of such payment in full, execution of the Guaranty By Parent Corporation, attached hereto as Exhibit A and incorporated by reference herein, and execution of the Environmental Indemnification and Release Agreement, attached hereto as Exhibit B and incorporated by reference herein, as further provided in Section 37 hereunder.
 - 5. Contractor agrees to own, purchase, contract for the purchase of, or lease, and

shall at all times during the term hereof maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to satisfy the need thereof as presently exists or may hereafter arise to fulfill the terms of this Agreement.

- 6. Subject to the payment described Section 4, this Agreement shall become effective as provided in Section 37 hereunder, and shall terminate on December 31, 2025, said termination date being subject to all additional provisions for extension or early termination contained herein. The aforementioned term shall be renewable for two (2) additional five (5) years terms, at the option of Contractor, upon the same terms and conditions, provided Contractor is not then in default of this Agreement and provided that Contractor gives written notice of its election to the City one hundred eighty (180) days or more prior to the expiration of this Agreement.
- 7. Contractor shall have the exclusive right to collect, transport and dispose of solid waste and agrees to make solid waste collections and provide services at the service levels and rates set forth in this Agreement and the Code, and amendments thereto. All solid waste so collected shall be transported to authorized and permitted transfer stations, landfills, recycling facilities, or such other facilities as permitted by the Southern Nevada Health District or any successor solid waste management agency (the "Solid Waste Management Authority").
- a. Contractor will provide solid waste collection and disposal to all Cityowned facilities and public buildings at service levels set forth in the Code, without charge to the City.
- b. City vehicles may dispose of solid waste at any authorized transfer station, landfill, recycling facility, or such other facility or other disposal site owned or operated by Contractor within the City or Clark County, without charge to the City.
 - 8. Except as otherwise provided in the Code, Contractor shall have the right

and agrees to make available within the municipal boundaries of the City, an exclusive environmental curbside recycling collection program and an exclusive household hazardous waste drop-off program for its residential customers, except in instances where by reason of the provisions of this Agreement or by mutual agreement between the City and Contractor, the Contractor is excused and/or not required to make any collection. Under the programs:

- a. All recyclable material so collected shall be transported to Contractor's designated facility. In addition, selected loads of commercial solid waste may be transported in collection trucks to Contractor's recycling facility, at Contractor's discretion. The recyclable materials shall then be separated and the remaining refuse shall then be transported to a solid waste transfer station or the Apex Regional Landfill facility.
- b. Contractor shall provide for and have the exclusive right for drop-off of household hazardous waste from residents. Drop-off shall be offered every quarter, on a Saturday. Household hazardous waste shall be accepted at drop-off locations established by Contractor, and Contractor shall inform customers of the dates, times, and locations of pick-ups either by mail, inserted into billing statements, or by announcements in the local media at least quarterly. Household hazardous waste that shall be accepted includes up to five (5) gallons or forty (40) pounds per household per collection period, and may include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, and used oil or other acceptable household hazardous waste. Waste that shall not be accepted include radioactive materials, explosives, water reactives, compressed gases (including freon), business or commercial waste, infectious waste, unlabled/unknown materials, or other materials or products as may, due to safety, health, or similar concerns, be designated by the City or other recognized governmental authority and agreed to by Contractor as unacceptable household hazardous waste materials.

- 9. Contractor shall maintain and operate its Republic Services Recycling Center in North Las Vegas for the duration of this Agreement unless said facility shall be closed by an act of God, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Contractor.
- 10. Contractor shall maintain and operate the existing Henderson Transfer Station through the duration of this Agreement unless said facility shall close by an act of God, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Contractor. In the event the City determines that subsequent relocation of the Henderson Transfer Station is required by the City, and Contractor agrees to such relocation, the City and Contractor shall meet to determine anticipated costs directly attributable to such relocation, including the cost of required site improvements, which shall be the responsibility of the City. Contractor shall have the exclusive right to set rates and collect fees for operation of the Henderson Transfer Station, or any future transfer stations which may be constructed within the City during the term of this Agreement or extensions. Contractor further agrees that the provisions of this Agreement for payment of license fees shall apply to the existing Henderson Transfer Station, and any other which may be constructed in the City of Henderson.
- 11. Contractor agrees to establish and place into operation additional transfer stations based upon the service requirements as determined by Contractor.
- a. Said future transfer stations shall be located on mutually acceptable sites owned or controlled by the City or the Contractor and as approved by the City Council.
- b. City and Contractor agree that Contractor shall have the right, subject to applicable laws, regulations and ordinances existing and hereafter enacted or established, to determine physical layout, construction, and operational characteristics of the sites. However, Contractor agrees to meet with the City and/or its designees or designated working groups

within the area of each proposed site to obtain site and service level information and feedback.

- c. Contractor agrees to assume responsibility for all costs associated with site improvements, construction, operation, and maintenance, and liability for operation, of each transfer site.
- 12. Contractor shall make all collections, and set rates, fees, and charges subject to the provisions in the Code and amendments thereto, and shall establish and maintain an accounting system and full and complete records in accordance with generally accepted accounting principles and applicable state regulations, and acceptable to the City's Director of Finance, to reflect correctly and accurately the gross receipts from the collection of solid waste under this Agreement and the records of the collection and disposition of all recyclable materials of the Regional Franchise Jurisdiction service areas within Clark County, and will file with the City's Director of Finance, within thirty (30) days after the end of each preceding calendar quarter during the term of this Agreement, a sworn statement of the gross receipts derived from the collection of solid waste and curbside recycling during the quarter next preceding the date of such sworn statement. At the option and expense of the City, such records and statements, receipts, contracts, records of requests for service, computer records, legends, or any other records used in the normal course of business and disks or other storage media and other like material which are appropriate to monitor compliance with the terms of this Agreement are subject to audit. All payments made by solid waste services customers of Contractor for services provided herein shall be properly accounted for as revenue items. Such books and records shall be retained for a period of five (5) years, and shall be produced to the City upon request for inspection at any time during normal business hours and shall be made available for auditing purposes, including the right to inspect, copy and audit at Contractor's office in the greater Las Vegas Valley at any time during normal business hours.
 - 13. Contractor shall pay on a quarterly basis, a license fee to the City of five percent

(5%) of the gross receipts derived from the collection of solid waste and curbside recycling material under this Agreement, to include gross receipts for any additional services or service levels negotiated separately with customers from the rates contained in Chapter 5 of the Code and amendments thereto. Contractor shall further provide for payment on a quarterly basis of a license fee to the City of five percent (5%) of the gross receipts derived from fees paid by customers (excluding waste collected by Contractor) to deposit solid waste at Contractor's transfer station (or subsequent transfer stations or convenience centers) operated within the municipal boundaries of the City. Checks should be made payable to the City of Henderson and mailed or delivered to the City at the address for notice in Section 26. The place and time of payment may be changed at any time by City upon 30 days' written notice to Contractor. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities.

- 14. Contractor shall at all times during the term of this Agreement keep on file with the City's Director of Finance a surety bond, or cash, or its equivalent, in the amount of Ten Million Dollars (\$10,000,000), in a form acceptable to the City, as security for compliance with the terms of this Agreement and applicable Code provisions and to insure the collection of solid waste and its disposal as specified herein. Such bond shall be conditioned upon the faithful performance of this Agreement and compliance with all applicable ordinances and laws of the City, the State of Nevada, and regulations of the Solid Waste Management Authority. Any or all of such bond may be claimed by the City as payment for damages, costs, or expenses the City suffers or incurs by reason of any act or omission of the Contractor in connection with this Agreement or its enforcement, including failure to compensate the City within ninety (90) days such compensation is due.
- a. In order that the public health and safety shall not be endangered in the event of an uncured breach of Contractor's obligation to collect and dispose of solid waste,

Contractor agrees that after a hearing and determination upon clear and convincing evidence by the City Council that such a breach has occurred, which breach has not been cured in accordance with Section 23 hereof, said bond or cash shall be forfeited. City shall have the right to immediately take over the collection of all solid waste and to take possession of such private land and equipment owned or leased by Contractor, and used by it in the performance of solid waste collection pursuant to this Agreement, that may be necessary for the City to provide such collection of solid waste. This possession by the City shall be limited to a period not to exceed three (3) months and during said period the City shall pay to Contractor the reasonable rental value of similar private land and equipment.

- b. Should a breach of this Agreement result from an act of God, public enemy, terrorist act, or similar cause beyond Contractor's control as determined by a hearing by the City Council, the City shall have the right during such period to take over the collection of solid waste and equipment owned or leased by Contractor, and used by it in the performance of this Agreement. The City shall be reimbursed therefor by Contractor on a cost basis during the period of time that said solid waste collections are made by the City. Such reimbursements shall not exceed one hundred twenty-five percent (125%) of Contractor's costs for a like period of time immediately preceding said breach, such like period of time to be based upon the entire period said breach shall continue, notwithstanding the fact that such collections by the City may not have commenced immediately upon the occurrence of said breach.
- c. In the event the City shall take over the collection of solid waste, as in this paragraph provided, Contractor agrees to manage the office, including the preparation and mailing of bills and the collection of accounts receivable with its administrative personnel and shall cooperate fully with the City in facilitating the collection of solid waste.
- d. The City's waiver of any breach, shall not constitute a waiver of any subsequent breach, either of the same or any other provisions herein

- e. If bonds are used to satisfy the requirements of this Section12, they shall be in accordance with the following:
 - (i) All bonds shall, in addition to all other costs, provide for payment of reasonable attorneys' fees.
 - (ii) All bonds shall be issued by a surety company authorized to do business in the State of Nevada, and which is listed in the U.S. Department of the Treasury Fiscal Service (Department Circular 570, Current Revision): companies holding certificates of authority as acceptable sureties on federal bonds and as acceptable reinsuring companies.
 - (iii) Contractor shall require the attorney-in-fact who executes the bonds on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney.
 - (iv) All bonds prepared by a licensed nonresident agent must be countersigned by a resident agent per NRS 680A.300.
 - (v) All bonds shall guarantee the performance of all of Contractor's obligations under this Agreement and all applicable laws.

If this Agreement is renewed or otherwise extended beyond its original term, the bond amount required by this Section 12 shall be adjusted based upon the percentage of change in the CPI-U. Bond amount changes shall be effective as of July 1 following the tenth anniversary date of this Agreement, and shall be based upon the percentage change in the CPI-U for the preceding ten calendar years.

15. Not later than ten (10) calendar days after approval of this Agreement by the City Council, Contractor shall obtain and maintain at all times during the term of this Agreement insurance, and shall furnish the City's Director of Finance with a policy or original certificate of such insurance with endorsements in which the City, its council members, officers, and

employees shall be named as an additional insureds with Contractor, substantially as follows:

Comprehensive General Liability Insurance protecting City with a minimum limit of One Million Dollars (\$1,000,000) per occurrence (combined single limit) for bodily injury and property damage, including automobile and other than automobile and including accidental death, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability

Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. Contractor shall be responsible for notifying the City of such change or cancellation.

- 16. Contractor shall furnish and maintain in full force and effect during the term hereof, or any extension of this Agreement, full worker's compensation insurance in accordance with the Nevada Industrial Insurance Act, as amended, and other applicable state and federal laws.
- 17. Contractor will be required by this Agreement to appear in and defend all actions against the City arising out of the privileges conferred herein, and Contractor agrees to indemnify, protect, and hold the City, its council members, officers, and employees harmless from all claims, damages, liabilities, fines, losses, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") from any and all causes directly or proximately arising from Contractor's performance of, or activities undertaken pursuant to, this Agreement including equipping, operating, or maintaining its facilities and Transfer Stations, unless such Losses are directly attributable to the sole negligence or omission of the City or its agents, employees, or representatives. Contractor shall pay all other such Losses for which the City may be liable and hold the City harmless from any

accident, casualty, damages, losses, or claims which may happen or arise in conjunction with the performance of this Agreement.

- 18. Contractor shall charge the collection rates and charges contained in Chapter 5 of the Code, and such rates and charges shall be adjusted as set forth therein. City and Contractor shall have the right to review the collection rates as contained in Chapter 5 of the Code and amendments thereto not more frequently than once each year.
- a. In the absence of unforeseen economic circumstances, the City will authorize an adjustment in the rates to be charged for the collection, removal, and disposal of solid waste as contained in Chapter 5 of the Code and amendments thereto based on the percentage change in the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average (1982–84=100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. ("CPI-U"), for the calendar year immediately preceding, as provided in Chapter 5 of the Code. Contractor will submit the CPI-U adjustment calculation to the City Manager each year by February 1, for the period of December of the year preceding the prior year to December of the prior year. Contractor will also submit new rates increased at the same percentage increase as the CPI-U increase. The City Manager will verify the accuracy of the increase in the CPI-U and the increase in the rates and will notify Contractor of the approval of the new rates by April 1 each year, which shall then become effective on July 1 of each year during the term of this Agreement, and any renewal thereof.
- b. In the event an unforeseen economic circumstance has occurred during the preceding calendar year, Contractor may request a rate adjustment which is not based on changes to the CPI-U. Contractor will submit verification of the unforeseen economic circumstance in writing to the City Manager with documentation supporting the rate increase request. Any rate adjustment based upon an unforeseen economic circumstance will require approval of the City Council.

- 19. Contractor agrees to provide data and reports necessary to fulfill the requirements of the City and/or the Solid Waste Management Authority for assessing and reporting of recycling and hazardous waste collection program results in conformance with applicable federal and state laws and regulations.
- 20. The rights and privileges granted by this Agreement are not assignable, either voluntarily or by operation of law, without the consent of the City Council. In the event Contractor becomes insolvent or bankrupt, the rights or privileges granted hereby shall then be immediately cancelled and annulled, and the City shall have the right to take over said business or substitute another contractor in its place and stead as provided by law.
- 21. Should Contractor fail or neglect to make any solid waste collections as required by this Agreement within the time herein provided, the City shall, after two working days, have the right to make collection thereof and charge Contractor with the cost thereof.
- 22. Contractor agrees to make collections as quietly as possible, giving due consideration, to residential areas in its route scheduling, as well as weather considerations, allowing for early daily start times from June 1 through September 30 due to excessive daytime heat.
- 23. In the event the City determines that Contractor is in default under any of the provisions hereof, the City Council (and/or its manager) shall give Contractor written notice thereof, specifying the provisions hereof (and/or the Code) under which the default has been determined to exist and give Contractor sixty (60) days within which to correct any such default. In the event Contractor does not correct any such default within the applicable cure period, the City may enforce its rights against Republic Services, Inc., a Delaware corporation, as expressed in the "Guaranty By Parent Corporation" (attached hereto as Exhibit A), terminate this Agreement upon thirty (30) days' written notice to Contractor, the City may take possession of the equipment and other property of Contractor as hereinbefore provided, and the bond

deposited by Contractor in conformity with the provisions contained within this Agreement shall be forfeited.

- 24. Upon termination of this Agreement, the City agrees to lease all usable equipment and other property belonging to and used exclusively by Contractor for solid waste collection in the municipal boundaries of the City, provided the parties can mutually agree upon satisfactory terms. In the event the parties are unable to agree as to rental and other lease terms, the City shall be entitled to purchase and/or lease all aforesaid usable equipment and other property owned and used by Contractor in the operation of its solid waste business within the municipal boundaries of the City at the fair market value as determined by an appraisal by an independent and mutually agreed upon appraiser; however, the City's rights to purchase and/or lease may be assigned by City without consent.
- 25. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement or any extension thereof, or the failure of either party to exercise any right, option, or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach thereof.
- 26. Contractor is an independent contractor and not an employee of the City for any purpose.
- 27. All notices, requests, demands, or other communications hereunder shall be in writing, and shall be deemed to have been duly given as if delivered in person, when received by certified mail with return receipt requested, or otherwise actually delivered.

Notice to the City shall be sent to:

City Manager City of Henderson 240 Water Street Henderson, NV 89015

Notice to Contractor shall be sent to:

Area President
Republic Silver State Disposal, Inc.
770 East Sahara Avenue
Las Vegas, NV 89104

with a copy to:

General Counsel
Republic Services, Inc.
110 SE 6th Street
28th Floor
Fort Lauderdale, FL 33301

Either party may change the address at which it receives written notice by so notifying the other party in writing.

- 28. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any other part of any section of this Agreement.
- 29. This Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Agreement and the performance due hereunder. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Nevada.
- 30. The drafting, execution, and delivery of this Agreement by the parties have been induced by no representations, statements, warranties, or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto. This Agreement was drafted by both of the parties and, thus, shall not be construed against any party because that party initially drafted any particular provision.

- 31. Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover expenses of suit, including court costs and reasonable attorneys' fees.
- 32. This Agreement shall not be modified unless such modification is in writing and signed by both parties to this Agreement.
- 33. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.
- 34. Contractor acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Record Law, Chapter 239 of the Nevada Revised Statutes. Contractor is responsible for becoming familiar and understanding the provisions of the Nevada Public Records Law. Contractor may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the City as confidential. Contractor shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the City. The City shall treat any information so marked as confidential until the City receives any request for disclosure of such information. Within five working days of receiving any such request, the City shall provide Contractor with written notice of the request, including a copy of the request. Contractor shall have five working days within which to provide a written response to the City, before the City will disclose any of the requested confidential information. The City retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.
- 35. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone

to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

- 36. Time is of the essence with regard to the performance of all of Contractor's obligations under this Agreement.
- 37. This Agreement shall become effective when each of the following five conditions is met:
 - (i) execution hereof by the authorized representative of the Contractor;
- (ii) execution of the Guaranty By Parent Corporation, attached hereto as Exhibit A and incorporated by reference herein;
- (iii) execution of the Environmental Indemnification and Release Agreement, attached hereto as Exhibit B and incorporated by reference herein;
 - (iv) approval hereof by the City Council and execution by the Mayor of the City; and
- (v) payment confirmation by the City of the full amount due under Section 4, which the City shall promptly determine following notification by Contractor that such payment has been made.

[END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have in duplicate this 26th day of December 1	caused this Agreement to be legally executed, 2006.
CITY OF HENDERSON, NEVADA	0
By: James Gibson Mayor	By: Steve Manson Finance Director
Approved as to form:	ATTEST:
By: Shauna Hughes City Attorney	Monica Martinez Simmons, CMC City Clerk
REPUBLIC SILVER STATE DISPOSAL, INC.	
A Nevada Corporation	
By: Sirbert Cearle Robert J. Coyle Area President	
Approved as to termo	
ву.	ė.
David Barclay Attorney for Republic Silver State Disposal,	Inc.

EXHIBIT A

GUARANTY BY PARENT CORPORATION

WHEREAS, Republic Services, Inc., a Delaware corporation (the "Guarantor"), is the ultimate shareholder of Republic Silver State Disposal, Inc., a Nevada corporation (the "Company"); and

WHEREAS, the Company and the City Council, City of Henderson, a municipal corporation of the State of Nevada (the "City"), desire to enter into an Agreement for Collection and Disposal of Solid Waste, dated on or about the date of this Guaranty (the "Collection and Disposal Agreement"); and

WHEREAS, the City is unwilling to enter into the Collection and Disposal Agreement unless it receives a guaranty from the undersigned Guarantor with respect to the obligations of the Company to the City under the Collection and Disposal Agreement;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the Guarantor hereby irrevocably covenants and guarantees the performance of all of the Company's obligations to the City under the Collection and Disposal Agreement, including the full and punctual payment of all monetary obligations required to be paid by the Company, their respective successors and assigns, to the City as expressed in the Collection and Disposal Agreement.

As set forth in Section 27 of the Collection and Disposal Agreement, Guarantor, at the address specified therein, shall be furnished with a duplicate copy of any notices, requests, demands, or other communications, including notices of default, to which the Company is entitled or which is served upon the Company at the time the same is sent to or served upon the Company. Guarantor hereby waives demand, protest, notice of any indulgences, or extensions granted of the Company provided a duplicate copy of any said notices, default, request, demand, or other communication be furnished to Guarantor at the time the same is sent to or served upon Republic Silver State Disposal, Inc.

In the event the Company does not correct any default within the applicable cure period expressed in the Collection and Disposal Agreement, Guarantor shall be granted ten (10) business days following receipt of written notice of any unresolved monetary defaults, thirty (30) days following receipt of written notice of any unresolved non-monetary defaults, to correct or remedy such defaults or cause such default to be corrected or remedied on behalf of the Company.

If any non-monetary default by the Company cannot reasonably be remedied within thirty (30) days after written notice of such non-monetary default, then Guarantor shall have such additional time as shall be reasonably necessary to remedy such non-monetary default, provided, however, that Guarantor shall pursue cure within the thirty (30) day period and shall be diligently prosecuting such cure to completion.

Notwithstanding anything herein to the contrary, any and all obligations of the Guarantor hereunder shall be subject to any defenses or rights of the Company under the Collection and

Disposal Agreement.

The provisions of this Guaranty shall be governed by the laws of the State of Nevada. This Guaranty, when executed and delivered by the Guarantor, will constitute the legal, valid and binding obligation of the Guarantor. No delay on the part of the City in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. This Guaranty may not be modified except in a writing signed by the person(s) against whose interest such modification shall operate.

For purposes of providing Guarantor with written notice hereunder, Guarantor shall be furnished with a duplicate copy at the address set forth in the Collection and Disposal Agreement, as it may be amended from time to time.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty as of this Act day of December, 2006.

REPUBLIC SERVICES, INC. A Delaware Corporation

Title: Sr. Vice President & General Counsel

Date: 12/22/06

EXHIBIT B

ENVIRONMENTAL INDEMNIFICATION AND RELEASE AGREEMENT

THIS ENVIRONMENTAL INDEMNIFICATION AND RELEASE AGREEMENT ("Agreement") is made effective as of this ____ day of _____, 2006, by and between the CITY OF HENDERSON, NEVADA, a Nevada municipal corporation ("City") and REPUBLIC SILVER STATE DISPOSAL, INC., a Nevada corporation ("Republic") (individually a "Party" and collectively the "Parties").

Recitals

WHEREAS, the City has assumed responsibilities in connection with the closure of the Henderson Landfill, in accordance with the Landfill Response Program Agreement (the "LRPA") between the City and the Nevada Division of Environmental Protection and the Clark County Health District; and

WHEREAS, the City is obligated under the LRPA to provide maintenance and closure oversight to the Henderson Landfill for a period of thirty (30) years from the date of closure (the "Closure Period"); and

WHEREAS, the City will incur long-term costs to provide the required maintenance and oversight to the Henderson Landfill during the Closure Period ("Closure Costs"); and

WHEREAS, Republic, as a community partner, and not by way of any admission of liability whatsoever, will contribute Seven Million Eight Hundred Thousand Dollars (\$7,800,000) to the City, to aid the City in meeting such Closure Costs and other post-closure obligations as determined by the City under the LRPA; and

WHEREAS, Republic is a respondent to Administrative Order RCRA 7003-09-99-0005 with respect to the Sunrise Landfill issued by the United States Environmental Protection Agency and Findings of Violation and Order for Compliance Docket No. CWA-309-9-99-14 issued by the EPA, and includes respectively any amendment(s) or superseding order(s) ("Sunrise Landfill Orders") and owns and operates the Apex Landfill.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions of this Agreement and other consideration, the sufficiency of which is hereby acknowledged, City and Republic agree as follows:

<u>Definition of Terms</u>. The following capitalized terms shall have the following meanings for purposes of this Agreement:

The term "Apex Landfill" means the real property and associated waste management and disposal facilities generally known as the Apex Regional Landfill and generally situated near the intersection of Interstate 15 and U.S. Highway 93 in Clark County, Nevada and within portions of Sections 7, 18, 19, and 20, Township 18 South, Range 64 East and Sections 13 and 24, Township 18 South, Range 63 East, Mount Diablo Meridian, comprising approximately 2,580 acres of property owned by Republic Dumpco, Inc., and all

related facilities including without limitation all solid waste transfer stations, convenience stations, and recycling facilities as they now exist or may hereafter be established.

The term "Costs" means all past, current, future, and contingent liability of any and every kind and nature, whether currently known or unknown including, without limitation, (i) liability resulting from or by reason of any conduct, cause or course of action whatsoever which has been done or omitted by a Party; (ii) any claims sounding in tort, negligence, contract, environmental or statutory liability or otherwise, including without limitation, claims by: (a) any third-party alleging claims for contribution, personal injury or real or personal property damage or by any other third-party or parties, including adjacent or non-adjacent property owners; or (b) any governmental authority, including, but not limited to, the State of Nevada or the United States Environmental Protection Agency, and any successor agencies; (iii) actions (including without limitation any citation, directive, order or investigation), administrative proceedings (including without limitation both formal and informal proceedings), judgments, damages, punitive damages, penalties, fines, fees (including without limitation reasonable attorneys' fees and expenses, consultant fees, and expert fees); (iv) liabilities (including without limitation sums paid in settlements of claims), or losses, together with all other costs and expenses of any kind or nature (including without limitation the cost of any environmental investigation or remediation required under any federal, state or local laws, ordinances, or regulations, or under any existing or future reported decision of a state, local or federal court); (v) liability related to any substances, materials and wastes imposing liability, including strict liability, for cleanup or response costs or expenses on any person or entity under any existing or future statutory or common law theory, all as amended, replaced or succeeded; (vi) liability for releases, seepages, migrations, discharges or spills of any Hazardous Material; (vii) liability for claims brought by or on behalf of any past or present tenants, occupants, or other users of the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable.

The term "Environmental Contamination" means the presence, disposal, or release of any Hazardous Material at, on, above, under, within, or from the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable, or any portion respectively thereof, whether past, present or future, including without limitation the presence or release of Hazardous Material in or into the air, soil, groundwater, or surface water at, on, above, under, within, or from the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable, or any portion respectively thereof, and Hazardous Material that is transported or migrates from either property to other property. Without limiting the generality of the foregoing, the term Environmental Contamination shall include, without limitation, any and all Hazardous Material that is present at the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable, or in the air, soil, groundwater, or surface water at, on, above, under, or within the applicable property, or any portion thereof, before, on, or after the date of this Agreement and that migrates, flows, percolates, diffuses, or in any way moves onto, into, or under the air, soil, groundwater or surface water at, on, above, under, or within other property, or any portion thereof, before, on, or after the date of this Agreement, irrespective of whether such Environmental Contamination shall be present or suspected to be present on or at the applicable property or in the air, soil, groundwater, or surface water at, on, about, above, under, or within the applicable property or other property, or any portion thereof, as a result of any release, discharge, disposal, dumping, spilling, or leaking (accidental or otherwise) onto the applicable property, or any portion thereof, occurring before, on, or after the date of this Agreement or caused by any person or entity.

The term "Hazardous Material" means any substance, material or waste, or combination thereof, the presence of which is regulated under any existing or future federal, state or local laws, consent agreements, unilateral administrative orders, ordinances or regulations, or under any existing or future reported decision of a state, local or federal court, including, but not limited to: (i) substances, materials and wastes that are now or become listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the United States Environmental Protection Agency (40 CFR Part 302), and amendments thereto, as hazardous substances; (ii) substances, materials and wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seg. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (iii) substances, materials and wastes defined as a "hazardous waste" or "solid waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903); (iv) substances, materials and wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq. (42 U.S.C. § 9601); (v) substances, materials and wastes defined as a "hazardous substance," "hazardous waste" or "dangerous waste" under the laws of the State of Nevada; (vi) petroleum and petroleum products; (vii) asbestos; (viii) polychlorinated biphenyls; and (ix) any substances, materials and wastes that are or become defined as a toxic or hazardous substance, material, pollutant or contaminant under any existing or future federal, state or local laws, consent agreements, unilateral administrative orders, ordinances or regulations, or under any existing or future reported decision of a state, local or federal court, or (x) any substances, materials and wastes, the presence of which requires or may require investigation or remediation under any existing or future statutory or common law theory, all as amended replaced or succeeded.

The term "Henderson Landfill" means the real property and associated waste management and disposal facilities generally known as the Henderson Landfill and generally situated within the S½NW¼SW¼, and SW¼SW¼ of Section 28, and the S½SE¼ of Section 29, Township 21 South, Range 63 East, Mount Diablo Meridian, comprising approximately 145 acres of property owned by the City by United States land patent Number 27-97-0010.

The term "LRPA" means the Landfill Response Program Agreement entered into among the State of Nevada, the Southern Nevada Health District and the City in March 1997.

The term "Sunrise Landfill" means the real property and associated waste management and disposal facilities generally known as the Sunrise Regional Landfill and generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian, comprising approximately 720 acres of federal public lands currently administered by the federal Bureau of Land Management as well as: (i) appurtenant waste management or disposal areas including the areas denoted as the "Eastern Perimeter Area," "Northeast Canyon Area," "Southern Wash Area," and "Western Burn Pit Area" in the RCRA Order; and (ii) any release or threatened release of any Hazardous Material associated in any manner with waste management or disposal activities at such areas.

Indemnification by Republic of City. Republic shall be responsible for and shall indemnify, protect, defend and hold harmless City and City's council members, officers, employees, agents, attorneys, representatives and contractors, and their successors and assigns from and against any and all Costs that arise directly or indirectly from, out of, or in

connection with any actual, alleged or suspected Environmental Contamination at or associated with Sunrise Landfill and Apex Landfill.

Release by Republic of City. Republic, for itself and its affiliates, directors, officers, shareholders, members, managers, employees, trustees, beneficiaries, agents, attorneys, representatives and contractors, and their successors and assigns, does hereby completely and irrevocably release and forever discharge City and its successors and assigns from any and all Costs that arise directly or indirectly from, out of, or in connection with any actual, alleged or suspected Environmental Contamination at or associated with Sunrise Landfill and Apex Landfill.

Indemnification by City of Republic Effective upon the receipt by the City from Republic of seven-million-eight-hundred-thousand dollars (\$7,800,000), City shall be responsible for and shall indemnify, protect, defend and hold harmless Republic and Republic's directors, officers, shareholders, employees, agents, attorneys, representatives and contractors, and their successors and assigns from and against any and all Costs that arise directly or indirectly from, out of, or in connection with any actual, alleged or suspected Environmental Contamination at or associated with the Henderson Landfill.

Release by City of Republic. Effective upon the satisfaction of the condition specified hereinabove in Section 4, City, for itself and its council members, officers, employees, agents, attorneys, representatives and contractors, and their successors and assigns, does hereby completely and irrevocably release and forever discharge Republic and its successors and assigns from any and all Costs that arise directly or indirectly from, out of, or in connection with any actual, alleged or suspected Environmental Contamination at or associated with the Henderson Landfill.

Performance Obligations. Performance of the obligation to indemnify shall be in conformance with all applicable federal, state and local laws, regulations, judicial orders, and all agreements affecting the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable. In the event the relevant indemnitor shall fail to timely commence, cause to be commenced, or fail to diligently prosecute to completion its obligations under this Agreement, the indemnitee may, but shall not be required to, cause such obligations to be performed for the account of the relevant indemnitor, and all Costs thereof, or incurred in connection therewith, shall be covered as part of the environmental indemnification and paid by the relevant indemnitor. All such Costs shall be due and payable by the indemnitor upon demand therefor by the indemnitee.

<u>Request for Information</u>. Each idemnitor shall timely respond to an indemnitee's reasonable requests for information regarding its obligations under this Agreement.

Miscellaneous.

Subrogation of Rights. If a Party fails to perform its obligations under this Indemnification Agreement, the other Party shall be subrogated to any rights the defaulting Party may have against any present, future or former owners, tenants, occupants, or other users of the Sunrise Landfill, Apex Landfill or Henderson Landfill, as applicable (or any portion respectively thereof), relating to the matters covered by this Indemnification Agreement.

Independent Obligations; Survival. The obligations of the under this Agreement are separate and distinct from the obligations of the Parties under any other agreement and other documents referenced respectively therein and executed in connection respectively therewith. This Indemnification Agreement may be enforced by a Party without regard to any other rights and remedies a Party may have against the other Party under any other agreement and other documents referenced respectively therein and executed in connection respectively therewith.

Default Interest. Any Costs and other payments required to be paid by a Party under this Agreement that are not paid on demand therefor shall thereupon be considered delinquent. In addition to all other rights and remedies of a Party against the other Party as provided herein, or under applicable law, the defaulting Party shall pay to the other Party, immediately upon demand therefor, interest on any such payments that are or have become delinquent at a rate that is the lesser of nine percent (9%) or the highest rate allowed under applicable laws. The interest shall be paid by the defaulting Party from the date such payment becomes delinquent through and including the date of payment of such delinquent sums.

<u>Time</u>. Time is of the essence of every provision contained in this Agreement. If the time for performance of any obligation hereunder shall fall on a Saturday, Sunday or Nevada or federal holiday, the time for performance shall be extended to the next day which is not a Saturday, Sunday or holiday.

Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder in good faith to carry out the intent of the parties herein so long as such are consistent with the terms of this Agreement and impose no greater duties on the Party.

Attorneys' Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, or in connection with any arbitration or mediation of any dispute, the prevailing Party shall be entitled to recover from the other Party such sum as the court, arbitrator or mediator may adjudge reasonable as such Party's costs and attorney's fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review.

Construction. Each Party acknowledges that: (a) it has been represented by independent counsel in connection with this Agreement; (b) it has executed this Indemnification Agreement with the advice of such counsel; and (c) this Agreement is the result of negotiations between the Parties and the advice and assistance of their respective counsel. Any uncertainty or ambiguity in this Agreement shall not be construed against the Party that drafted the

Agreement because that Party's counsel prepared this Agreement. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof. In the event of a conflict in the terms and conditions of this Agreement and any other agreement, the terms and conditions of this Agreement shall govern and control.

No Joint Venture; Benefit. This Indemnification Agreement is for the benefit of the Parties hereto, and except for the named indemnitees and their successors and assigns, no other person or entity will be entitled to rely on this Agreement, receive any benefit from it or enforce any provisions of it against either Party. Neither this Agreement nor anything contained in this Agreement shall create, or be deemed to create, a partnership, joint venture or other joint or equity type agreement between City and Republic.

Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Nevada without regard to conflict of law principles.

<u>Counterparts</u>. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

No Waiver. No covenant, term or condition of this Agreement, other than as expressly set forth herein, shall be deemed to have been waived by any Party hereto unless such waiver is in writing and executed by such Party.

Successors and Assigns. Neither City nor Republic shall assign this Agreement without the other Party's prior written consent, which consent such Party may withhold in its sole discretion. Subject to the previous sentence, this Agreement shall inure to the benefit of and be binding upon and enforceable against the Parties hereto and their respective successors and assigns. No assignment hereunder, whether consented to or not, shall be deemed to relieve either Party from any liability or obligation under this Agreement. The giving of consent to any assignment hereunder shall not release either Party from obtaining consent to any other assignment hereunder.

Notices. All notices, demands, deliveries and communications under this Agreement shall be in writing and shall be sent by (i) first class, registered or certified U.S. mail, postage prepaid, return receipt requested, (ii) nationally recognized overnight carrier, (iii) facsimile (provided the original notice is also sent via a nationally recognized overnight carrier on the next business day and received within three business days from deposit with the carrier), or (iv) personal delivery. All notices shall be deemed to have been given: three (3) business days following deposit of first class, registered or certified U.S. mail, one (1) business day following deposit with a nationally recognized overnight carrier, or upon receipt by facsimile or personal delivery, whichever occurs first. All notices shall be addressed to the relevant Party at the address below or to such other address as either Party may designate by notice pursuant to this Section:

Notice to the City shall be sent to:

City Manager City of Henderson 240 Water Street Henderson, NV 89015

Notice to Republic shall be sent to:

Area President
Republic Silver State Disposal, Inc.
770 East Sahara Avenue
Las Vegas, NV 89104

with a copy to:

General Counsel
Republic Services, Inc.
110 SE 6th Street
28th Floor
Fort Lauderdale, FL 33301

Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all other written or oral understanding or agreement with regard to the subject matter hereof. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by City and Republic.

Authority. Each Party represents and warrants that it has the power and authority to enter into this Agreement and consummate the transactions contemplated herein, and the signatory or signatories hereto is or are duly authorized to execute and deliver this Agreement and perform all of such Party's obligations hereunder. By executing and delivering this Agreement, each Party represents and warrants that no further approval, authorization, or order of (or filing with) any court is required in connection with such Party's execution and delivery of this Agreement and no consent, approval, or order of any other body, entity or third party is required in connection with such Party's execution and delivery of this Agreement. Further, each Party acknowledges that it has voluntarily executed this Agreement upon its own behalf, with opportunity for advice of counsel of its own choosing, for the purpose of making a full and final compromise, adjustment and settlement of all claims and matters described above, and for the express purpose of forever precluding any controversy, litigation or expense relating thereto or arising therefrom. EACH PARTY WARRANTS THAT IT HAS COMPLETELY READ THIS INDEMNIFICATION, AND SPECIFICALLY THE RELEASE, ASSUMPTION OF RISK AND LIABILITIES AND INDEMNIFICATION PROVISIONS, AND FULLY UNDERSTANDS EACH AND EVERY SUCH PROVISION.

[END OF TEXT. SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Republic have executed this Agreement as of the day and year first written above.

Mayor

CITY OF HENDERSON, NEVADA

Approved as to form:

Shauna Hughes

City Attorney

ATTEST:

Monica Martinez Simmons, CMC

City Clerk

REPUBLIC SILVER STATE DISPOSAL, INC.

A Nevada Corporation

Robert J. Coyle

Area President

Approved as to form:

David Barclay

Attorney for Republic Silver State Disposal, Inc.



Index

Current Rates 2017-2018

Republic Services Franchise Agreement

2017-2018

Billing Schedules - All Collection Charges

Table A is billed quarterly in advance.

Table B is billed monthly in advance.

Table C is billed monthly in arrears.

On-call services may be billed at the time of service, as permitted by city code.

Section 9.08.140 Table A Single Family and Multiple Dwelling Rates with Individual Service

Category	Collection Level	Monthly Fee
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Twice per week for solid waste, every other week for recycling	\$14.53
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Weekly automated solid waste and recycling, every other week bulky	\$14.53
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Optional 2nd automated solid waste collection service per week	\$13.15
Cart Recovery Fee	For replacing cusomter damaged cart	\$93.33

Category & Service Level	Monthly Fee	Monthly Fee
Multiple Dwellings w/o Individual Service- Irrespective of Occupancy	1st Stop	Each Additional Stop
Twice per week for	\$10.82	\$7.58
Three times per week	\$16.27	\$11.36
Four times per week	\$19.83	\$13.86
Five times per week	\$23.45	\$16.40
Six times per week	\$27.07	\$18.93
Seven times per week	\$30.67	\$21.46

Section 9.08.150 Table A Motels and Mobile Home Parks w/o Individual Service Rates - Irrespective of Occupancy

Category & Service Level	Monthly - Each Office	Monthly Fee- Per Cooking Unit	Monthly Fee- Per Non Cooking Unit
Motels & Mobile Home Parks			
Twice per week	\$10.82	\$6.52	\$5.21
Three times per week	\$16.27	\$9.74	\$7.81
Four times per week	\$19.83	\$11.89	\$9.56
Five times per week	\$23.45	\$14.08	\$11.30
Six times per week	\$27.07	\$16.27	\$13.02
Seven times per week	\$30.67	\$18.40	\$14.77

Section 9.08.210 (D)

Residential Late Payment Penalty	\$3.69
Collection Fee	\$25.00
Duplicate Lien Release Fee (Title Companies Only)	\$39.00
Return Check Fee	\$25.00
Service Interrupt Fee	\$35.00

Section 9.08.235 (B)

Lien Fees	Administrative Fee	County Recorder Fee	Total Fee
Claim of Lien Fee	\$66.09	\$17.00	\$83.09
Release of Lien Fee	\$66.09	\$17.00	\$83.09

2017-2018

Section 9.08.160 Table A - Table A

Collection Charges - Places of Business and Public Buildings (Monthly Rates)

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
96 Gallon Mobile Container	\$9.74	\$19.49	\$29.23	\$44.96	\$61.67	\$81.05	\$97.16
Each Additional	\$9.74	\$19.49	\$29.23	\$44.96	\$61.67	\$32.36	\$38.92
1 Cubic Yard Container	\$48.58	\$97.16	\$145.77	\$161.83	\$182.71	\$210.46	\$252.85
Each Additional	\$48.58	\$97.16	\$145.77	\$161.83	\$182.71	\$161.80	\$194.65
2 Cubic Yard Container	\$97.37	\$194.65	\$292.02	\$308.32	\$334.20	\$372.28	\$447.54
Each Additional	\$97.37	\$194.65	\$292.02	\$308.32	\$334.20	\$323.59	\$389.31
3 Cubic Yard Container	\$145.99	\$292.00	\$438.00	\$454.58	\$485.57	\$534.05	\$642.20
Each Additional	\$145.99	\$292.00	\$438.00	\$454.58	\$485.57	\$485.38	\$583.97
4 Cubic Yard Container	\$194.65	\$389.31	\$583.98	\$600.90	\$636.97	\$695.85	\$836.83
Each Additional	\$194.65	\$389.31	\$583.98	\$600.90	\$636.97	\$647.16	\$778.67
6 Cubic Yard Container	\$292.00	\$583.97	\$875.95	\$893.49	\$939.77	\$1,019.44	\$1,226.15
Each Additional	\$292.00	\$583.97	\$875.95	\$893.49	\$939.77	\$968.45	\$1,164.86
8 Cubic Yard Container	\$389.31	\$778.66	\$1,167.94	\$1,186.08	\$1,242.54	\$1,343.03	\$1,615.45
Each Additional	\$389.31	\$778.66	\$1,167.94	\$1,186.08	\$1,242.54	\$1,302.74	\$1,566.99

Section 9.08.170 Table A

Residential and Commercial Container Rental Fees

Container Size	Mont	hly Charge
1 Cubic Yard	\$	18.71
2 Cubic Yard	\$	22.46
3 Cubic Yard	\$	26.22
4 Cubic Yard	\$	29.23
6 Cubic Yard	\$	37.42
8 Cubic Yard	\$	41.16
Up to 96 Gallon Mobile Container	\$	4.51

Section 9.08.180 Table B

Special One-Time On-Call Collection Charges

-p	• • • • • • •	J
Container Size	Mon	thly Charge
1 Cubic Yard	\$	36.58
2 Cubic Yard	\$	48.77
3 Cubic Yard	\$	60.96
4 Cubic Yard	\$	73.13
6 Cubic Yard	\$	85.33
8 Cubic Yard	\$	97.53
Up to 96 Gallon Mobile Container	\$	36.58
Assorted Trash Pickup	\$	165.90
· · · · · · · · · · · · · · · · · · ·	•	

Section 9.08.160 Table D Commercial Container-Related Charges

<u>Service</u>	<u>Ch</u>	<u>arge</u>
Commercial Container Delivery	\$	65.97
Commercial Container Removal	\$	65.97
Commercial Container Exchange	\$	101.49

Commercial Recycling Rate for Apartments and Commercial customers negotiated with each individual customer.

2017-2018

Section 9.08.160 Table B Contracted Solid Waste Compactor Charges (Monthly Rates)

Container	1 pickup per	2 pickups	3 pickups per	4 pickups per	5 pickups	6 pickups	7 pickups
Size	week	per week	week	week	per week	per week	per week
10-Yard	\$2,159.71	\$2,887.19	\$3,955.65	\$4,296.42	\$4,637.20	\$4,977.97	\$7,275.77
17-Yard	\$2,672.05	\$3,527.33	\$4,971.66	\$5,462.46	\$5,953.23	\$6,444.04	\$8,579.72
26-Yard	\$2,994.65	\$4,172.51	\$5,939.40	\$6,430.20	\$6,920.97	\$7,411.77	\$9,708.87
36-Yard	\$3,533.69	\$4,711.64	\$6,478.34	\$7,038.05	\$7,597.74	\$8,157.55	\$10,454.69

Container Size	8 pickups per week	9 pickups per week	10 pickups per week	11 pickups per week	12 pickups per week	13 pickups per week	14 pickups per week
10-Yard	\$9,435.48	\$10,162.97	\$11,231.45	\$11,572.21	\$11,912.95	\$12,253.74	\$14,551.55
17-Yard	\$11,251.72	\$12,107.77	\$13,551.36	\$14,042.15	\$14,532.95	\$15,023.76	\$17,159.41
26-Yard	\$12,703.49	\$13,881.42	\$15,648.29	\$16,139.08	\$16,629.89	\$17,120.65	\$19,417.77
36-Yard	\$13,988.39	\$15,166.36	\$16,933.05	\$17,492.74	\$18,052.46	\$18,612.26	\$20,909.37

On-Call Rates Per Pick-up (with regular service):	<u>R</u>	<u>legular</u>	Su	n/Holiday
Special Pick-up 0-49 Yards:	\$	530.09	\$	795.12
Special Pick-up 50 Yards:	\$	1,019.35	\$	1,529.04
Special Pick-up 75 Yards:	\$	1,662.69	\$	2,494.03
On-Call Rates Per Pick-up (without regular service):				
Special Pick-up 0-49 Yards:	\$	827.45	\$	1.241.18

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

On Call Monthly Rates* Sunday/ Regular (With or Without regular service) Holiday \$10.20 \$15.31 10 Cubic Yards \$102.00 \$153.10 20 Cubic Yards \$204.00 \$306.20 28 Cubic Yards \$428.68 \$285.60 35 Cubic Yards \$357.00 \$535.85 50 Cubic Yards \$510.00 \$765.50

Roll-off prices are calculated by the cubic yard.

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

The daily rate is:

22.80

2017-2018

Section 9.08.160 Table C - Table C Solid Waste Manual Type Drop Box Charges (Scheduled)

Monthly Charges

All other charges shall be calculated as follows:

All other charges shall be calculated as follows:

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

"Base Charge" for Monday - Saturday collections = \$10.20 per cubic yard.

"Base charge" for Sunday collections = \$15.31 per cubic yard.

"Daily Rent Charges" = \$22.80 per 24 hours or any part thereof after the first 72 hours, excluding Sundays.

Daily Refit Charges = \$22.00 per 24 hours or any part	thereof after the	ilist /2 flours,	excluding Sun	uays.
Roll-Off Schedule For 10 Cubic Yards				
On-call rate per pickup is:			\$	102.00
AND:			_	
On-call demurrage rate per 24 hours or any part thereo	f after the first 7	2 hours.	\$	22.80
		Monthly	Sunday	//Holiday Pull
1 Pickup per Week	\$	Monthly 738.40	\$	7/HOIIday Fuii 153.10
2 Pickups per Week	\$	884.00		Attempt Charge
3 Pickups per Week	\$	1,326.00	\$	108.86
4 Pickups per Week	\$	1,768.00	-	ner Relocate
5 Pickups per Week	\$	2,210.00	\$	108.86
6 Pickups per Week	\$	2,652.00		
7 Pickups per Week	\$	3,315.43		
Roll-Off Schedule For 20 Cubic Yards				
On-call rate per pickup is:			\$	204.00
AND:				
On-call demurrage rate per 24 hours or any part thereo	f after the first 7	2 hours.	\$	22.80
		Monthly	Sunday	//Holiday Pull
1 Pickup per Week	\$	1,180.40	\$	306.20
2 Pickups per Week	\$	1,768.00		Attempt Charge
3 Pickups per Week	\$	2,652.00	\$	108.86
4 Pickups per Week	\$	3,536.00	•	ner Relocate
5 Pickups per Week	\$	4,420.00	\$	108.86
6 Pickups per Week	\$	5,304.00	•	
7 Pickups per Week	\$	6,630.87		
Roll-Off Schedule For 28 Cubic Yards				
On-call rate per pickup is:			\$	285.60
AND:	f - ft th - ft t - 7	0.1	•	00.00
On-call demurrage rate per 24 hours or any part thereo	r after the first 7	2 nours.	\$	22.80
		Monthly	Sunday	//Holiday Pull
1 Pickup per Week	\$	1,534.00	\$	428.68
2 Pickups per Week	\$	2,475.20	•	Attempt Charge
3 Pickups per Week	\$	3,712.80	\$	108.86
4 Pickups per Week	\$	4,950.40	-	ner Relocate
5 Pickups per Week	\$	6,188.00	\$	108.86
6 Pickups per Week	\$	7,425.60	Ψ	100.00
7 Pickups per Week	\$	9,283.21		
· · · · · · · · · · · · · · · · · · ·	•	-,		
Roll-Off Schedule For 35 Cubic Yards				
On-call rate per pickup is:			\$	357.00
AND:				
On-call demurrage rate per 24 hours or any part thereo	f after the first 7	2 hours.	\$	22.80
4 Dialum par Maale	•	Monthly		/Holiday Pull
1 Pickup per Week	\$	1,843.40	\$ Samulaa	535.85
2 Pickups per Week	\$	3,094.00		Attempt Charge
3 Pickups per Week	\$	4,641.00	\$ Cantai	108.86
4 Pickups per Week	\$ \$	6,188.00	\$	ner Relocate 108.86
5 Pickups per Week	\$	7,735.00 9,282.00	Ф	100.00
6 Pickups per Week 7 Pickups per Week	\$	11,604.02		
7 Floraps per Week	Ψ	11,004.02		
Roll-Off Schedule For 50 Cubic Yards				
On-call rate per pickup is:			\$	510.00
AND:				
On-call demurrage rate per 24 hours or any part thereo	f after the first 7	2 hours.	\$	22.80
		Manth	O	// Laliday Devil
4 Dielum ner Week	•	Monthly		/Holiday Pull
1 Pickup per Week	\$	2,506.40	\$	765.50
2 Pickups per Week	\$	4,420.00		Attempt Charge
3 Pickups per Week	\$	6,630.00	\$	108.86
4 Pickups per Week	\$	8,840.00		ner Relocate
5 Pickups per Week	\$	11,050.00	\$	108.86
6 Pickups per Week	\$ \$	13,260.00 16 577 17		
7 Pickups per Week	Ф	16,577.17		

2017-2018

Section 9.08.190 Table B Medical Waste Collection Charges

Basic Service Charges						
		Price Per Item		Bio-Hazard Minimum Charge Per Service Call		
ltem	Size & Volume	Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency (Discounted Price)	On-Call Pickup (Full Price)	
	Medium			\$33.52	\$75.45	
	10-14 Gal	\$5.87	\$5.87	(If total bio-hazard containers delivered and picked up is less	If total bio-hazard containers delivered and picked up is less	
	Large			than the above amount, then	than the above amount, then the	
Bio-Hazardous Accumulation Containers	27-32 Gal	\$8.38	\$8.38	the above amount will be invoiced. If total is more than	above amount will be invoiced. If the total number is more than	
	X-Large	\$12.58	\$12.58	the above amount, then the price per item will be invoiced.	the above amount, then the price per item will be invoiced.	
	48-50 Gal	\$12.50	price per item will be involued.	per herri wiii be iirvoloed.		
	200 Gallon Cart with Wheels	\$50.33	\$50.33	Per Month	Per Month	

Basic service provided Monday thru Friday and Republic Services needs to be advised before 2 p.m. the day before pickup, of any CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP needed prior to service day or minimum service charge will be invoiced.

Additional Waste Disposal Services

The following additional waste disposal prices apply to prescheduled once/month or greater frequency medical waste customers picked up on their scheduled pickup day, or the special pickup surcharge will be applied in addition to disposal price.

Type	Size Code	Container		aste Disposal Charge	
Chemo Waste	Large	33 Gallon		41.40	
Disposal	Extra Large	55 Gallon		73.43	
Dharmaautiaal	Extra small	5 Gallon	\$5	53.41	
Pharmaceutical (non-controlled	Small	10 Gallon	\$96.80		
	Medium	20 Gallon	\$193.58		
substance)	Large	30 Gallon	\$290.39		
Disposal	Extra Large	55 Gallon	\$483.97		
	Item		Special Collection & Services Charge		
Special pick ups/Serv	Services (See Below)		\$80.11 Per Hour		
Preparation of waste to make suitable for transportation		\$33.39	Per Container		
Collection delay of:	\$1.35	Per minute after 10 minutes	\$13.37	Minimum	
Over weight charge (Over 50 lbs)		\$53.41 Per Container		

********SPECIAL PICKUPS/SERVICES - After 5:00pm, same day requests, holidays, weekends, outside Las Vegas, or greater than 20 Polys per pickup, or account balancing/reconciliation/usage reports/certificates.

Purchase Or Rental Items

ruichase of Nemai items					
Item	Size	Volume	Dimensions	Price	
	Small	1 Quart	4"x4"x6"	\$6.68	Plus Tax
Sharp Containers	Medium	5 Quart	4"x10"x9"	\$10.69	Plus Tax
Sharp Containers	Large	8 Quart	6"x9"x10"	\$13.37	Plus Tax
	Extra Large	32 Quart	9"x13"x17"	\$26.70 Plus T \$93.46 Plus T	Plus Tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24"x32"	\$93.46	Plus Tax
Red Bio-Hazard Bags	Large/Extra Large (25 bags per roll)	50 Gallons	43"x48"	\$16.01	Plus Tax
Locker or	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$80.11	Per Month
Rubbermaid Rental	Large	30 Cubic yards	20' x 8' x 8'	\$186.92	Per Month
Roll-Off Box Rental		40 Cubic yard		\$440.60	Per Month
		30 feet long or Less		\$638.06	Per Month

	30 feet long or Less	\$638.96	Per Month
Trailer Rental	31-48 feet long	\$851.95	Per Month
	49-53 feet long	\$958.44	Per Month

****Note: Special pickup charge of \$80.11 per hour does not apply to customers with trailer service, unless after hours, weekend or holiday pickups are requested.

Section 9.08.200 Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee
Per wet ton using franchisee equipment to accumulate, collect and transport waste	\$ 21.74
Per wet ton using city equipment to store waste prior to franchisee transporting	\$ 20.58

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

Between

THE CITY OF LAS VEGAS

and

REPUBLIC SILVER STATE DISPOSAL, INC.

and

REPUBLIC DUMPCO, INC.

FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE TABLE OF CONTENTS

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FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

RECITALS

WHEREAS, the City is authorized to enter into this Franchise Agreement pursuant to its City Charter and the Nevada Revised Statutes ("NRS"), and the City may, pursuant to NRS 268.081, grant an exclusive contract, in whole or in part, to any person to collect and dispose of solid waste; and

WHEREAS, federal and state regulations mandate environmentally sound solid waste collection, transportation and disposal; and

WHEREAS, it is declared to be the policy of the City to regulate the collection, transportation and disposal of solid waste, sewage waste, residential recycling and household hazardous waste drop-off in a manner consistent with federal and state laws; and

WHEREAS, the City is authorized, pursuant to the Charter of the City of Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this Franchise Agreement and may, pursuant to NRS 268.081, grant an exclusive contract to any person to perform collection, transportation and disposal of "garbage and other waste", which collectively refer to solid waste herein; and

WHEREAS, solid waste and sewage waste collection, transportation and disposal service and curbside recycling are presently provided by Franchisee within the City under the "Garbage Disposal Agreement" dated December 31, 1985, as amended by that certain Memorandum of Understanding Amending the Garbage Disposal Agreement dated July 12, 1999 (the "Existing Franchise"); and

WHEREAS, although the Existing Franchise constitutes a binding contract between City and Franchisee which will remain in effect through February 1, 2021, the parties now desire to terminate all prior agreements, including the Existing Franchise, and enter into this Franchise Agreement; and

WHEREAS, the City Council has determined that franchised solid waste service, sewage waste, residential recycling service, and household hazardous waste service provide the most effective approach to environmentally sound and economical solid waste collection and disposal services; and

WHEREAS, the City desires to continue providing environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services to residents and businesses within the municipal boundaries of the City; and

WHEREAS, Franchisee represents it is willing and able to continue to perform environmentally sound solid waste, sewage waste, residential recycling and household hazardous waste collection, transportation and disposal services within the municipal boundaries of the City; and

WHEREAS, the City and Franchisee desire to replace the Existing Franchise in its entirety to make it consistent with the City's solid waste ordinance and to include implementation of residential recycling through single stream recycling; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City that the Existing Franchise be replaced in its entirety with the terms and conditions of this Franchise Agreement.

NOW THEREFORE, for and in consideration of the agreements and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each party hereto acknowledges, the parties hereby agree to the following terms and conditions:

SECTION 1: CHAPTER 9.08 OF THE LAS VEGAS MUNICIPAL CODE

All terms, phrases, words and derivations of such words used in this Franchise Agreement shall be defined as provided by Chapter 9.08 (Solid Waste) of the Las Vegas Municipal Code (the "Code") or as specifically provided by this Franchise Agreement. If there is a conflict between a term defined

specifically by this Franchise Agreement and the Code, the definition as provided by Section 9.08 shall prevail except as set forth below. After the Effective Date, both parties agree that the City may amend sections in Chapter 9.08; however, Franchisee is not required to comply with any such amended sections if those changes are in conflict with this Franchise Agreement or the operation of this Franchise Agreement.

SECTION 2: DURATION

This Franchise Agreement replaces the Existing Franchise in its entirety upon the Effective Date, and the term and conditions of this Franchise Agreement are operative from July 1, 2016 until 11:59 p.m. on June 30, 2031, unless otherwise terminated, amended or extended pursuant to the terms of this Franchise Agreement or the Code.

SECTION 3: EXISTING FRANCHISE SUPERSEDED; EXCLUSIVITY

As of the Effective Date, the terms, conditions, covenants and agreements contained in Α. the Existing Franchise are superseded by the terms, conditions, covenants and agreements contained in this Franchise Agreement, and this Franchise Agreement shall become the sole exclusive contract between the parties for the collection, transportation and disposal of solid waste, residential recycling and household hazardous waste drop-off service within the City. Furthermore, City and Franchisee agree to extinguish, void or terminate all prior agreements that exist between the parties outside of the Existing Franchise should such action be required within ninety (90) days of the Effective Date. The following is a list of the existing agreements: Garbage Disposal Agreement dated December 31, 1985; 1994 Tipping Fees Agreement; 1997 City Council Consents to Assignments; 1999 Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement; 2005 Sewage Waste Disposal Services Contract; 2010 Sewage Waste Disposal Services Contract Extension Letter; 2010 Amended Tipping Fees Agreement; 2015 Sewage Waste Disposal Contract Modification No. 1; 2015 Sewage Waste Disposal Contract Modification No. 2; and 2016 Sewage Waste Disposal Contract Modification No. 3 (collectively, the "Existing Agreements"). If formal action to extinguish, void or terminate the Existing Agreements is not required, both parties agree that the Existing Agreements are

terminated and replaced by this Franchise Agreement.

B. Subject to the terms and conditions contained in this Franchise Agreement and the Code, the City hereby grants to Franchisee the exclusive right to collect, transport, and dispose of all solid waste, residential recycling and household hazardous drop off service, except as otherwise provided by this Franchise Agreement or Section 9.08.060 of the Code, within the corporate boundaries of the City, as the same now exists or may be annexed in the future. The City further grants the Franchisee the exclusive right to collect, transport, and dispose of all sewage waste as set forth in Section 5 of this Franchise Agreement.

SECTION 4: TIPPING FEES; ANNUAL CREDIT; CODE ENFORCEMENT ALLOWANCE

- A. As of the Effective Date, tipping fees shall be calculated at the rate of \$35.28 per ton and will increase annually based upon the CPI-U calculation set forth in this Franchise Agreement and the Code. Adjustments shall be effective on July 1 of each year. Tipping fees are hereinafter defined as the fees charged by Franchisee to City to dispose of each ton of solid waste at the Apex Regional Landfill ("Apex") operated by Franchisee within Clark County, Nevada ("City Tipping Fees"). Franchisee has the sole right to determine how solid waste is measured and the amount of tipping fees charged to any party other than the City in compliance with this Franchise Agreement. However, Franchisee must comply with the rate for City Tipping Fees charged to the City as set forth in this Franchise Agreement.
- B. City vehicles may dispose of solid waste, including construction and demolition waste collected in the normal and customary course of City business that is not in competition with Franchisee, its affiliates or this Franchise Agreement at Apex. Franchisee shall provide City with an annual credit amount for Tipping Fees and solid waste service fees (the "Annual Credit"). Beginning on July 1, 2016, Franchisee agrees to provide the City an Annual Credit of \$500,000. Thereafter, on each successive date of July 1st for the next four (4) years, the Annual Credit will increase by \$200,000 each year such that on July 1, 2020, the maximum amount of the Annual Credit paid by Franchisee to City will be \$1,300,000. Beginning on July 1, 2021, the Annual Credit of \$1,300,000 will increase by the

amount of the CPI-U provided for in this Franchise Agreement and Section 9.08.240 of the Code. The Annual Credit shall be: (a) adjusted upwards annually based upon the percentage change in the CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code; and (b) pro-rated on a per diem basis, when applicable. The Annual Credit may be utilized to offset charges by the Franchisee for the following services provided to the City: solid waste collection for small containers, industrial accounts, commercial services, recycling collection accounts, street sweeping and disposal services at Apex. The Annual Credit is for the exclusive use of the City and is not transferable to any other party, entity or operator or other government agency. Furthermore, City agrees to utilize Franchisee's services for collection, transportation, and disposal of all solid waste; sewage waste that is transported and disposed by Franchisee; and recyclables generated by City which are transported by Franchisee during the term of this Franchise Agreement. For any amount of the Annual Credit that is not used by City by June 30th of each year Franchisee agrees to pay City the difference between the used Annual Credit and the unused Annual Credit. The amount owed to City, if any, will be paid by Franchisee within sixty (60) days of receiving an invoice from City. In no event shall the total of used Annual Credit and unused Annual Credit exceed the annual amounts set forth in this Section 4(B) unless adjusted for CPI-U pursuant to this Franchise Agreement and Section 9.08.240 of the Code. Franchisee shall submit an itemized statement to the City on a quarterly basis which shows the current Tipping Fees, the number of tons tipped, and solid waste collection, transportation and disposal fees which will reflect the services provided to the City, the Annual Credit allotted to the City, and the amount of the Annual Credit that has been used. The Annual Credit shall not extend to transportation and disposal of sewage waste and waste from the Clark County Regional Flood Control District serviced by the City or any other entity that the City is acting as an agent for or entity that the City has contracted with for City services. The Clark County Regional Flood Control District serviced by the City shall be subject to Franchisee's, and its affiliates, standard tipping and solid waste service fees. The City agrees that it shall not use the Annual Credit to pay any third parties for collection, transportation or disposal of solid waste, sewage waste or recyclables in connection with any program, service or pilot

program implemented by the City.

C. Beginning on July 1, 2016 and by no later than July 1 of each calendar year, Franchisee shall pay the City three hundred thousand dollars (\$300,000.00) to offset the cost of code enforcement services ("Code Enforcement Allowance"). The Code Enforcement Allowance shall be (a) pro-rated on a per diem basis, when applicable; and (b) adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. If Franchisee determines that its code enforcement issues are not being adequately addressed, the City agrees to meet with Franchisee and develop a plan to ensure that this Franchise Agreement and Chapter 9.08 of the Code is being enforced to the satisfaction of Franchisee and City. As part of the plan, Franchisee may ask the City to dedicate an average of up to forty (40) hours of time on a weekly basis to resolve any solid waste code enforcement or Franchise Agreement issues.

SECTION 5: SEWAGE WASTE COLLECTION

- A. The Parties acknowledge that sewage waste, and the collection, transportation and disposal of such waste, is part of this exclusive Franchise Agreement. However, the Franchisee acknowledges that the City may exclude up to a specified amount of the daily volume of sewage waste produced by the City from this Franchise Agreement as provided in this Section 5(G).
- B. The Franchisee shall collect, transport and dispose of one-hundred percent (100%) of the Non-Excluded Sewage Waste as defined in Section 5(G) of this Franchise Agreement, produced by the City during the term of this Franchise Agreement.
- C. The City shall pay Franchisee \$20.31 per wet ton for sewage waste disposal services. A Wet Ton means 2,000 pounds of sewage waste. The total estimated annual requirement is approximately 57,000 Wet Tons (average 155 tons per day). Except as set forth in this Franchise Agreement, Franchisee shall collect, transport and dispose of the City's sewage waste at this price regardless of whether the actual requirement is higher or lower than the estimate.

- D. The unit price set forth in Section 5 (C) above shall be subject to applicable CPI-U increases made pursuant to the Code and this Franchise Agreement. Increases shall be effective on July 1 of each year.
- E. As provided by this Franchise Agreement, Franchisee shall pay a franchise fee on its cash receipts from collection, transportation and disposal of the City's sewage waste. If any jurisdiction other than the City imposes a franchise fee on Franchisee based on its sewage waste service required by this Section 5, Franchisee shall be solely responsible for such franchise fee and shall not pass it through to the City.
- F. The City shall pay reasonable costs incurred by Franchisee as a result of non-conforming sewage waste as described in subsection (T) of Section 5 of this Franchise Agreement. Costs may include but are not limited to, transporting costs, preparing to transport costs, and any disposal costs associated with the non-conforming sewage waste, provided that Franchisee shall obtain approval from the Project Manager before incurring additional costs associated with non-conforming sewage waste. For purposes of this Franchise Agreement, a "Project Manager" means the City representative who is responsible for the coordination of performance between City and Franchisee.
- G. The City reserves the right to exclude from this Franchise Agreement up to 50% of the daily volume of sewage waste up to a maximum of 30% of the annual volume of sewage waste produced by the City (the "Excluded Sewage Waste"). The remaining sewage waste shall be considered non-excluded sewage waste ("Non-Excluded Sewage Waste"). The daily volume of sewage waste shall be determined by the total volume of the prior calendar year's total sewage waste produced by the City and divided by 365 ("Daily Volume"). The City shall calculate and notify Franchisee of the tonnage available for Excluded Sewage Waste on an annual basis. Should the City choose to enter into a contract whereby the terms of such contract for the collection of Excluded Sewage Waste allow a company to haul up to a maximum of 50% of the Daily Volume, the parties will comply with the procedures set forth in Section 5 (MM) and Section 5 (NN). Excluded Sewage Waste shall not be considered sewage waste for any purpose. The City and Franchisee shall agree upon a schedule for

the Franchisee's collection of the remaining Non-Excluded Sewage Waste thereafter as set forth in Section 5 (MM) and Section 5 (NN). The parties agree that all Non-Excluded Sewage Waste and Excluded Sewage Waste is not a service that is included in the Annual Credit more fully described in Section 4 of this Franchise Agreement. City agrees that it will not transfer the right to dispose of any Excluded Sewage Waste to another solid waste transportation company or any other company for disposal at a location in Clark County, Nevada at any location other than Apex.

- Н. The Parties shall review the Daily Volume of sewage waste that may be declared as Excluded Sewage Waste every five (5) years on the anniversary of the Effective Date of this Franchise Agreement, but the City has the right to declare any portion of its sewage waste as Excluded Sewage Waste up to the maximum amount permitted by this Franchise Agreement upon sixty (60) days notice to the Franchisee, and the City has the right to make such declaration in its sole discretion, whether at one time or multiple times during any given period of time as delineated herein. At any time on or before July 1, 2021, City has the right to declare any amount up to a maximum of 30% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2021 and July 1, 2026, City has the right to declare any amount up to a maximum of 40% of the annual sewage waste as Excluded Sewage Waste. At any time between July 1, 2026 and the termination of this Franchise Agreement, City has the right to declare any amount up to a maximum of 50% of the annual sewage waste as Excluded Sewage Waste. Should the City exercise its right to declare any portion of its sewage waste as Excluded Sewage Waste as indicated above, City will provide Franchisee with a minimum of sixty (60) days prior written notice. Both parties must agree on the collection process for Excluded Sewage Waste and Non-Excluded Sewage Waste as set forth in Section 5 (MM) and Section 5 (NN). The written notice must include how much of the remaining volume of Non-Excluded Sewage Waste may be declared as Excluded Sewage Waste.
- I. Franchisee shall submit invoices to the City by the twentieth (20th) of each month for the previous month's charges for services. All invoices should identify the performance dates covered, identify the item against which charges are made, state the date of the invoice and reference the

associated purchase order number. Upon reconciliation of all errors, corrections, credits, and disputes, payment to Franchisee will be made in full within thirty (30) calendar days.

- J. The services contemplated in this Section 5 are not "regular or periodic services" under Las Vegas Municipal Code Chapter 9.08 and are not subject to advance payment.
- K. Franchisee shall load its vehicles with sewage waste directly from the sludge cake hoppers in the Mechanical Sludge Dewatering Building at the Water Pollution Control Facility ("WPCF"). Franchisee's drivers shall operate the City's loading equipment at the WPCF. The City shall provide Franchisee with a written standard operating procedure ("SOP") for the equipment. Franchisee is responsible for ensuring that all Franchisee operators are provided with the SOP and are familiar with it. If a Franchisee employee working at the WPCF is unsure of proper operating procedures, he or she shall advise WPCF operators before beginning loading operations.
- L. Sewage waste shall be transported by the Franchisee from the WPCF to Apex where it shall be properly and legally disposed. The primary method of disposal shall be sanitary landfilling; however, Franchisee may use alternative methods of disposal that are approved by the Southern Nevada Health District and are in full compliance with all federal, state and local regulations. Prior to implementing an alternative method, Franchisee and City shall meet and confer for approval of an alternate method.
- M. If the Franchisee, or its consultants, agents, affiliates or contractors process the sewage waste in such a manner as to extract precious metals and rare elements, including, but not limited to copper, gold, silver, palladium, platinum or vanadium, or any other substance of substantial value, notwithstanding any provision of the Franchise Agreement, the Franchisee shall pay to the City 50% of the net proceeds of the sale of such metals and substances, instead of the baseline franchise fee on the net proceeds of the sale of such metals or substances. If the Franchisee disposes of the sewage waste by selling the sewage waste to a third party, instead of using the sewage waste for sanitary landfilling, notwithstanding any provision of the Franchise Agreement herein, the Franchisee shall pay the franchise fee on the gross proceeds of such sale.

- N. The City's capacity to store sewage waste is finite and it is of prime importance to remove the sewage waste at a rate that will not delay or hamper WPCF's operations. Therefore, subject to the limitations set forth in Section 5(H), and subject to the provisions of 5(NN) herein, Franchisee shall empty and remove all Non-Excluded Sewage Waste from the WPCF at least once each day, seven days per week; provided, however, this requirement does not apply during periods of construction or other activities at the City's WPCF which stop the production of sewage waste. The WPCF will notify Franchisee of requirements twice each day, once early in the morning and again in the early afternoon. As needed, the Project Manager and Franchisee Representative may develop a different, mutually acceptable method of notification to alert the Franchisee when pickups should be made.
- O. From time to time, the City's daily production of sewage waste will be significantly greater than the "average" production. The projected maximum production at the time of the Effective Date is 250 tons per day. This maximum will increase over the term of this Franchise Agreement. Franchisee shall ensure that the maximum production can be disposed of in a timely manner so as not to interfere with WPCF operations. The City shall work with the Franchisee to establish schedules that are mutually acceptable.
- P. In the event sewage waste production is greater than 15 percent more than the maximum requirement of 250 tons per day, the City shall give Franchisee a minimum of seven (7) days advance notification. If the City fails to provide timely notification and Franchisee is unable to dispose of the excess sewage waste above 115 percent of the maximum, Franchisee shall not be liable for any costs incurred if the City elects to utilize its own resources as detailed in this section.
- Q. The City shall notify Franchisee at least every six (6) months of any increase in the average and maximum daily requirements in order that Franchisee can make arrangements to have resources available to perform under the terms of this Franchise Agreement.
- R. In the event WPCF operations are jeopardized by Franchisee's failure to timely remove sewage waste, the City reserves the right to utilize its own resources to dispose of sewage waste and

to invoice Franchisee for costs incurred in excess of the costs which would have been incurred had Franchisee removed the waste. Franchisee shall remit payment of such costs to the City within thirty (30) calendar days of its receipt of the invoice for such costs.

- S. Franchisee shall provide sufficient personnel and equipment necessary to perform services in full compliance with this Franchise Agreement.
- T. Franchisee shall provide the City with annual scale calibration certificates for the scales used to determine the weight of sewage waste. Franchisee shall also provide each month the records (weight slips) of the daily measurements of the weight of sewage waste it transports.
- U. Upon written request, the City shall provide Franchisee with the results of sewage waste testing that is required under the City's discharge permit. Franchisee shall provide the City with a split of any and all samples taken by Franchisee of the City's sewage waste unless the City waives in writing its right to receive a split of any or all samples. No mixing of sewage waste with any other material shall be permitted prior to testing.
- V. Franchisee shall notify the Project Manager if the City's sewage waste is discovered to be non-conforming with the limits set forth in 40 CFR 258.20 and 40 CFR 258.28.
- W. City will provide in writing to Franchisee the name, telephone number and mailing address of the designated Project Manager. The City will provide written notice to Franchisee, should there be a subsequent Project Manager change. The Project Manager will be Franchisee's principal point of contact at the City regarding any matters relating to sewage waste, will provide all general direction to Franchisee regarding performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or change any material terms of this Section. Franchisee will provide in writing to the City the name, telephone number and mailing address of the designated Franchisee Representative. Franchisee will provide written notice to the City, should there be a subsequent Franchisee Representative change. The City has the right to assume that Franchisee Representative has full authority to act for Franchisee on all matters arising under or relating to sewage waste.

- X. Franchisee warrants that the services shall be performed in full conformity with this Section 5, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of Franchisee to perform the services in accordance with this Section 5, Franchisee shall, at no cost to the City, reperform or perform the services so that the services conform to the warranty.
- Y. During the entire performance period of this Section 5, Franchisee shall maintain all federal, state, and local licenses and registrations applicable to the work performed under this Section
- Z. The City grants to Franchisee the right of ingress, egress and access onto designated areas at the WPCF premises 24 hours a day, 7 days a week in order to perform its sewage waste disposal services. The City warrants that any right-of-way provided by the City is sufficient to bear the weight of all Franchisee vehicles required to perform sewage waste services. The City shall maintain at its expense the rights-of-way in good condition and fully paved for the Franchisee's ingress.
- AA. Franchisee shall be liable for any intentional or negligent damage to City property directly resulting from its performance of services for all sewage waste or Non-Excluded Sewage Waste. Franchisee will pay for any damage as invoiced by the City within thirty (30) days from the receipt of the invoice. Franchisee will not be liable for any damage caused by a third party hauling Excluded Sewage Waste.
- BB. Franchisee shall comply with all security requirements governing access to and operations at the WPCF, including any new requirements that may be imposed during the term of this Section 5. The City shall provide reasonable notification to Franchisee of any changes and shall work with Franchisee to minimize any disruption to services if security requirements change.
- CC. Notwithstanding any provision of Las Vegas Municipal Code 9.08, no lien may be recorded against City property on any matter related to or arising under this Section 5.
- DD. For each claim or dispute arising between the parties under this Section 5, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter

cannot be successfully resolved in this manner, the City and Franchisee may resolve the claim or dispute through litigation as set forth in Section 28 of the Franchise Agreement.

- EE. Should the timely performance of this Section 5 be jeopardized by the non-availability of City provided personnel, data, or equipment, Franchisee immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise Franchisee in writing of the action which will be taken to remedy the situation.
- FF. Franchisee shall advise the City in writing of an impending failure to perform its obligations under the terms of this Section 5. Notice shall be provided as soon as Franchisee is aware of the situation; however, such notice shall not relieve Franchisee from any existing obligations regarding performance or delivery, provided that such failure to perform is not caused by the City's actions.
- GG. Franchisee shall procure and maintain, at its own expense, during the entire term of this Section 5, the insurance set forth in Sections 11 and 12 of this Franchise Agreement.
- HH. Neither party may assign their rights nor delegate their duties under this Section 5 without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Section 5.
- II. The failure of the City to enforce any of the provisions of this Section 5, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Section 5, or to affect the right of the City to thereafter enforce each and every provision of this Section 5. Waiver of any breach of this Section shall not be held to be a waiver of any other or subsequent breach of this Section 5.
- JJ. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Section 5.
- KK. For all Non-Excluded Sewage Waste, the City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Section 5 in any

one or more of the following:

- i. Description of services to be performed.
- ii. Timing of performance (i.e., hours of the day, days of the week, etc.).
- iii. Place of performance of the services.
- LL. If any such change causes an increase in the cost of, or the time required for, performance of any part of the work under this Section 5, whether or not changed by the order, the City shall make an equitable adjustment in the sewage waste price, the delivery schedule, or both, and shall modify this Section 5 accordingly.
- MM. The parties desire to maintain continuity of sewage waste collection service from WPCF on a daily basis. Therefore, Franchisee and City will meet and agree upon the schedule whereby a third party can collect up to a certain percentage of the Excluded Sewage Waste from the WPCF on a daily basis. In order for Franchisee to remain available at all times to collect all Emergency Excluded Sewage Waste as set forth in Section 5 (NN), City agrees to develop a schedule that only allows a third party to collect up to fifty percent (50%) of the daily volume of Excluded Sewage Waste from WPCF. Franchisee will then collect the remaining percentage of Non-Excluded Sewage Waste from the WPCF on a daily basis.
- NN. If the third party transporting the Excluded Sewage Waste fails to collect and transport any Excluded Sewage Waste, the City may ask Franchisee for an emergency collection, transportation and disposal of any or all of the Excluded Sewage Waste from the WPCF ("Emergency Excluded Sewage Waste"). Franchisee agrees to collect and transport all Emergency Excluded Sewage Waste within six (6) hours of notification from City. Upon the City's notification to Franchisee to begin transporting and disposing of Excluded Sewage Waste, Franchisee will charge the City the existing Non-Excluded Sewage Waste rate at the time of notification plus an additional \$2.50 per wet ton which will increase based upon the CPI adjustment set forth in Section 16 of this Franchise Agreement and Section 9.08.240 of the Code, to cover increased labor and depreciation costs incurred by Franchisee. Franchisee will send City an invoice within thirty (30) days of collection, transportation and disposal of

the Emergency Excluded Sewage Waste. City agrees to pay Franchisee in full within thirty (30) days of receipt of such invoice.

- OO. Franchisee must assert its right to an adjustment under this Section 5 within thirty (30) days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted by Franchisee before final payment.
- PP. If Franchisee's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- QQ. Failure to agree to any adjustment shall be a dispute; however, nothing in this clause shall excuse Franchisee from proceeding with this Section 5 as changed.
- RR. Franchisee shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of Franchisee's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.
- SS. The parties may amend the terms of this Section 5 by mutual consent in writing without seeking an amendment to this Franchise Agreement.

SECTION 6: REQUIRED SERVICES; LOCAL OFFICE; CUSTOMER SERVICE; RECYCLING; HOUSEHOLD HAZARDOUS WASTE; TRUCK REPLACEMENT

A. Franchisee shall make solid waste collections from all persons that are required to subscribe for solid waste collection services pursuant to the Code, whether for residential, commercial or industrial service, and provide such services in accordance with the service levels and rates set forth in this Franchise Agreement and the Code. All solid waste collected shall be transported to transfer stations, recycling facilities, Apex or other facilities operated in accordance with all applicable laws, rules and regulations. For collection—related services not specifically set forth in this Franchise Agreement or the Code and which also may be provided by other parties, Franchisee shall submit an informational list of services and rates for collection-related services by July 1 of each year to the City

Manager for review ("Special Collection Related Services"). Franchisee shall pay the City the prevailing franchisee fee as provided by this Franchise Agreement on all Special Collection Related Services; however, City shall have no authority to deny a rate charged or service offered by Franchisee for Special Collection Related Services.

- B. Franchisee shall implement single stream recycling collection as set forth in this Franchise Agreement and the Code, as well as a household hazardous waste drop-off program for its residential customers in the City living in single-family residences, duplexes, and multiple dwellings or mobile home parks, with individual curbside service, which programs shall be exclusive to Franchisee except as otherwise provided in this Franchise Agreement or the Code. If there are any operational issues with implementation of single stream recycling, Franchisee may work with the City on modifications to the implementation process and without any need to amend or modify this Franchise Agreement. Additionally, Franchisee will make every effort to comply with the implementation date of December 31, 2018; however, if Franchisee is unable to convert all single-family residences, duplexes and multiple dwellings or mobile park home parks with individual curbside service by this date, Franchisee shall not be considered in breach of this Franchise Agreement.
- 1. By December 31, 2018, Franchisee shall provide collection services for recyclables once per week and collection services for solid waste once per week to all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service ("Single Stream Recycling"). Franchisee will provide each residence with Single Stream Recycling, one (1) wheeled cart for recyclables and one (1) wheeled cart for solid waste. Residents may request one (1) additional solid waste or recyclables wheeled cart at no charge. Wheeled carts will be available in 35 gallon, 65 gallon or 95 gallon capacities and determination of each wheeled cart is at sole discretion of Franchisee during implementation. After implementation, Residents may contact Franchisee for a different capacity container, and Franchisee shall comply with such request within a reasonable period of time. Franchisee will provide bulky item collection for items that do not fit into a wheeled cart once every two (2) weeks, on the Resident's regularly-scheduled service day, unless otherwise amended by

mutual consent of Franchisee and City. Franchisee shall collect recyclables on a regularly scheduled collection day for solid waste. All recyclables shall be separated and processed for sale and the residual solid waste shall be transported to a solid waste transfer station, Apex or other recycling facility in accordance with all applicable laws, rules and regulations.

- 2. Franchisee will offer to single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service an optional second trash collection service per week. The rate will be \$13.15 per month for each single family residence and each duplex unit, multiple dwellings unit or mobile home park unit with individual curbside service that elects to sign up for the optional second trash collection service per week and will be adjusted upwards annually based upon the percentage change in the applicable CPI-U in accordance with this Franchise Agreement and Section 9.08.240 of the Code. This rate excludes a second recycling collection service per week and is predicated upon certain participation assumptions by Franchisee. If the number of single-family residences, duplexes, multiple dwellings or mobile home parks with individual curbside service signing up for the second trash collection service per week deviates from the participation assumptions, Franchisee reserves the right to meet and confer with the City Manager and establish a new monthly charge for this optional service.
- 3. Upon written request by the City, Franchisee agrees to provide the City Manager or designee, a status report of the implementation schedule for Single Stream Recycling for all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service. Franchisee will provide such report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.
- 4. By October 1, 2017, Franchisee agrees to provide the City Manager or designee with a memo that outlines Franchisee's community outreach program that will educate residents on implementation of Single Stream Recycling.
- 5. Franchisee agrees to offer recycling programs to multiple dwellings that receive commercial service.

- C. City and Franchisee may work together to develop a pilot program that utilizes call in requests for bulky item pick up service. The pilot program will evaluate customer satisfaction with call in bulky item collection instead of using a fixed schedule for bulky item collection. After consultation with City, Franchisee will select approximately 5000 homes in which to implement the pilot program. The pilot program will include brochures and notification information at the expense of Franchisee to be mailed to the residents selected to participate in the pilot program. There will be no additional charge to those residents selected to participate in the pilot program. At the conclusion of the pilot program, Franchisee will mail a survey to measure customer satisfaction with the call in bulky item collection versus the fixed schedule for bulky item collection. City and Franchisee will mutually agree on whether to implement the call in bulky item collection to all residents in the City. Should City and Franchisee later decide not to implement the call in bulky item collection pilot program, the City agrees that Franchisee is not in breach of this Franchise Agreement.
- D. Franchisee agrees to undertake all reasonable efforts to avoid any conflict with scheduled City street sweeping routes and will coordinate proposed changes in curbside pickup collection days with City subject to mutual agreement which shall not be unreasonably withheld by either party. Franchisee agrees to reimburse City, for its actual costs, up to twenty thousand dollars (\$20,000) for each request to change the City's street sweeping schedule.
- E. Franchisee shall maintain and operate a recycling center in Clark County, Nevada for the duration of this Franchise Agreement unless such facility shall be closed by an act of God, labor strike, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Franchisee.
- F. City and Franchisee recognize both parties have a history of coordinating activities during City "Slurry Seal" applications to provide for solid waste collection service while providing for protection of freshly placed Slurry Seal product. City will notify Franchisee prior to beginning semi-annual application period, and request meeting for review and coordination of Slurry Seal activities. For neighborhoods with twice weekly service, Franchisee will suspend the next regularly scheduled service

following placement of Slurry Seal product. Franchisee agrees to provide City with a route map that shows collection service days within the City.

- G. At no cost or expense to residents, Franchisee shall provide for and have the exclusive right for drop-off of household hazardous waste from residents, which shall be accepted at drop-off locations established by Franchisee. Unless otherwise agreed to by the City Manager and Franchisee, drop-offs shall be offered every quarter, on a Saturday. Household hazardous waste shall be accepted at drop-off locations established by Franchisee. Franchisee shall inform customers of the dates, times and locations of pick-ups either by mail, on its website, inserted into billing statements, or by announcements in the local media at least quarterly. Consistent with the EPA definition of household hazardous waste and any regulations by the State of Nevada or Southern Nevada Health District, household hazardous waste that can be accepted includes up to fifteen (15) gallons of liquid paint, per household per collection period, and may include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, herbicides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, used oil or other acceptable household hazardous waste. Waste that shall not be accepted include radioactive materials, explosives, water reactives, compressed gases (including Freon), business or commercial waste, infectious waste, unlabeled/unknown materials, or other materials or products as may, due to safety, health or similar concerns, be designated by the City or other recognized governmental authority and agreed to by Franchisee as unacceptable household hazardous waste materials. Franchisee may accept refrigerators containing Freon as household hazardous waste, provided that Franchisee has the right to establish and charge reasonable fees for such service sufficient to recover its costs of handling Freon removal.
- H. The City Manager and Franchisee may agree upon alternative collection schedules for specified periods for purposes of testing recycling options pursuant to Section 9.08.295 of the Code.
- I. Franchisee shall maintain an office conveniently located in the Las Vegas Valley area with a listed telephone number for general customer service, and shall keep such office open during

normal business hours for purposes of dealing with the City and its residents. Franchisee shall keep an authorized management representative at such local office during normal business hours. Notwithstanding the foregoing, Franchisee may also operate other offices or call centers not necessarily located in the Las Vegas Valley area.

- J. Upon the City's written request, Franchisee will provide an annual report to the City that will outline Franchisee's customer service training programs for its employees during that year, and summarize the customer service training provided to employees for the preceding year. At a minimum, the annual report will include a list of training courses and the manner in which they are assigned to employees. The annual report will also include the syllabus for entry level training for new employees, as well as the syllabus for all ongoing and refresher training. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.
- K. Franchisee shall be required to implement a complaint resolution procedure to handle all complaints received by either the City or Franchisee. The complaint resolution procedure shall include the following:
- (1) Franchisee shall be required to record all complaints and if possible resolve them within forty-eight (48) hours of their receipt. For solid waste collection, if Franchisee misses a collection, Franchisee shall resolve the missed collection within (24) hours of notification.
- (2) If Franchisee cannot resolve a complaint within forty-eight (48) hours of its receipt, Franchisee shall within that period, provide the City with a written report detailing why resolution could not be reached within that period, the actions that will be taken to resolve the complaint and the timeline to reach a resolution of the complaint.
- (i) If the City is not satisfied with Franchisee's proposed resolution of a complaint, the City shall have the authority to direct Franchisee to resolve the complaint in a manner that is satisfactory to the City provided such resolution does not result in the imposition of an unreasonable expense by Franchisee or cause Franchisee to be in violation of law or this Franchise Agreement.

- (ii) Upon the City's written request, Franchisee shall provide the City with a written monthly report, in a form satisfactory to the City, summarizing the complaints received by Franchisee and the resolutions thereof for the preceding month. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both Parties.
 - L. Franchisee agrees to the following telephone procedures:
- (1) Customer service telephone operators shall be trained to screen requests and assist in solving problems and shall identify themselves by at least their first names immediately upon initial contact with a customer.
- (2) A customer shall be transferred to a supervisor upon request or, if none is available, receive a return call from a supervisor within one working day of the request.
- (3) Unless otherwise agreed to by the City, customer service operators shall be available to answer telephone calls from customers during normal business hours, which shall be from at least eight a.m. to six p.m. each Monday through Friday and for at least four (4) hours each Saturday, except for any Monday through Saturday that falls on any of the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. When customer service operators are not available to answer telephone calls from customers, Franchisee shall employ an answering service capable of receiving and recording calls from customers. Calls received by such answering service shall be returned on the next business day.
- (4) Franchisee shall at all times maintain a telephone answering system that measures the:
- (i) Average wait time from the time that customer calls reach Franchisee to the time that such calls are answered by a person (not a machine);
- (ii) Number of calls that reach Franchisee but are dropped before a representative of Franchisee answers such calls: and
 - (iii) Percentage of time during which all of Franchisee's customer service

telephone lines are busy.

- (5) Upon the City's written request, Franchisee shall provide the City with a written monthly report regarding its telephone answering system, in a form satisfactory to the City, summarizing the average wait time, the number of dropped calls and the percentage of time during which all lines were busy during the preceding month. Franchisee will provide the report within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both parties.
- (6) During normal business hours as specified in Subsection (3) of this Section 6, Franchisee shall meet the following minimum standards for its telephone answering system at least ninety percent (90%) of the time, measured monthly:
- (i) Telephone answering time, including wait time, shall not exceed sixty (60) seconds.
- (ii) No more than five percent (5%) of incoming customer service callers shall receive a busy signal.
- (7) Each monthly report required by Subsection (L)(5) of this Section 6 shall include a summary of whether Franchisee is or is not in compliance with the standards established pursuant to Subsection (L) of this Section 6 and, if Franchisee is not in compliance, what actions Franchisee will take to meet the standards in future months.
- M. For purposes of this Section 6, a "container damaged beyond proper use" shall mean a solid waste container used by a customer that has been damaged to such an extent that it can no longer be properly used for solid waste collection, including, but not limited to a container that has broken wheels so that it cannot be rolled in and out of an enclosure in which it is stored, or a lid that does not properly shut when closed.
- (1) For purposes of this Section 6, Franchisee shall be deemed to have notice that a container has been damaged beyond proper use no later than the earlier of the following dates:
- (i) The date on which Franchisee receives oral or written notice of the damage; or

- (ii) The first regularly scheduled collection day after the damage has occurred.
- (2) If Franchisee provides a container to a customer and such container is damaged beyond proper use through Franchisee's own actions or through normal wear and tear, or if Franchisee damages any other container that is used by a customer through Franchisee's own negligence or misconduct, Franchisee shall:
- (i) Fix or repair such container, at its own cost, no later than seven (7) calendar days after it has notice of the damage;
- (ii) Be deemed to have missed each collection that is regularly scheduled from the date on which Franchisee has notice of the damage until such time as the container is fixed or replaced; and
- (iii) May issue a credit to the customer for each missed pickup in accordance with this Section 6.
- (3) If Franchisee misses or improperly performs a collection for a customer for any reason other than a container being damaged beyond proper use, resulting in solid waste that the customer has properly put out for collection not being collected, Franchisee shall, within twenty-four (24) hours of receiving notice of such missed or improper collection, send a second truck to the premises to properly collect such solid waste.
- (4) If Franchisee fails to fix or replace a container damaged beyond proper use as required by this Section 6, or fails to correct a missed or improper collection for a customer as required by this Section 6, Franchisee may issue a prorated credit to such commercial customer's account, based on the charges for regularly scheduled collection service to the premises for the applicable billing period, if the commercial customer makes any request for such a credit.
- N. Franchisee will implement a truck replacement schedule and will provide the replacement schedule to City upon written request. Franchisee will provide the replacement schedule within thirty (30) days of receiving the written request unless otherwise mutually agreed upon by both

parties. Franchisee agrees that no automated residential route trucks will be older than fourteen (14) years unless Franchisee notifies City in writing. Franchisee will implement a preventive truck maintenance program and maintain records of ongoing maintenance for each truck. Franchisee will allow City to audit the maintenance program and preventive maintenance program upon ten (10) days written notice. Such audit must be performed during regular and customary business hours.

- O. Franchisee agrees to convert its automated residential truck fleet to Compressed Natural Gas within five (5) years of the Effective Date of this Franchise Agreement.
- P. Franchisee shall at all times during the term of this Franchise Agreement maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to fulfill the terms of this Franchise Agreement.

SECTION 7: TRANSFER STATIONS

- A. Franchisee may establish and place into operation new transfer stations based upon the service requirements determined by Franchisee. Franchisee shall be responsible for all costs associated with site improvements, construction, operation and maintenance of each transfer station, and with all liabilities resulting from the operation thereof.
- B. Any future transfer stations in the City shall be located on mutually acceptable sites owned or controlled by the City or Franchisee, and as approved by the City Council.
- C. Franchisee shall have the right, subject to applicable laws, rules and regulations existing and hereafter enacted or established, to determine the physical layout, construction and operational characteristics of the sites; provided that Franchisee shall meet with the City or its designees within the area of each proposed site to obtain site and service level information and feedback.
- D. Subject to the terms of this Franchise Agreement, Franchisee shall have the exclusive right to set rates and collect fees for any transfer stations that may be constructed in the City during the term of this Franchise Agreement.

SECTION 8: BUSINESS LICENSES; FRANCHISE AND LICENSE FEES; PASS THROUGH CHARGES

A. At all times during the term of this Franchise Agreement, Franchisee shall maintain a Page 25 of 53

valid unexpired business license specific to its solid waste service business. The baseline franchise fee and, if applicable, the augmented franchise fee required by this Franchise Agreement and/or the Code, shall be deemed to be the business license fee for Franchisee's solid waste business and all Special Collection Related Services. In addition to its business license for solid waste service which includes Special Collection Related Services, Franchisee shall maintain all other business licenses specific to any of Franchisee's business activities other than those of providing solid waste service and Special Collection Related Services, as such other business activities are specified in the Code. Franchisee shall pay all license fees due from such other business activities separately from the payment of fees due for its solid waste service and Special Collection Related Services business.

- B. Franchisee shall pay, on a quarterly basis, the baseline quarterly franchise fee to the City of five percent (5%) based on its cash receipts derived from the collection of solid waste and residential curbside 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 the 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 curbside residential recyclables collection services), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals including delivery, removal and exchange fees, packaging, shipping, late fees, and lien fees. Excluding Revenues from the following:
 - (i) the sale of recyclables; and
- (ii) any taxes on services furnished by Franchisee that are imposed by any governmental entities, that are passed through to and collected from Franchisee's customers, and that are separately itemized on customer's bills in accordance with Section 8(D) of this Franchise Agreement. All baseline quarterly franchise fees shall be due no later than forty five (45) days after the end of each calendar quarter. Franchisee shall also pay, on a quarterly basis, a baseline quarterly

franchise fee to the City of five percent (5%), of the cash receipts derived from fees paid by customers (excluding waste collected by Franchisee) to deposit solid waste at any transfer station or convenience centers that may be constructed or operated in the City and owned by Franchisee. The baseline quarterly franchise fee has been embedded in the solid waste collection rates charged to each customer.

- C. In addition to the baseline franchise fee, Franchisee may be required to pay an augmented quarterly franchise fee to the City, at the discretion of the City, at a percentage to be determined by the City Council, pursuant to formal action of the City Council. This fee is based on a percentage of Franchisee's cash receipts derived from the collection of solid waste and residential curbside 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 the 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 curbside residential recyclables collection services), commercial and industrial service, medical-waste service, sewage waste service, and Special Collection Related Services, provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, container rentals, including delivery, removal and exchange fees, packaging, shipping, late fees and lien fees. Excluding Revenues from the following:
 - (i) the sale of recyclables; and
- (ii) any taxes on services furnished by Franchisee that are imposed by any governmental entities, that are passed through to and collected from Franchisee's customers, and that are separately itemized on customer's bills in accordance with Section 8(D) of this Franchise Agreement.
- D. Except for the baseline quarterly franchise fee set forth in subsection (B) of this Section 8, Franchisee may, in its sole discretion, pass through to its customers such current, future or past charges as are necessary for Franchisee to recoup any or all of the following that have been imposed upon and paid by Franchisee, including; (1) State business license taxes; (2) Other taxes on a

franchisee's provision of the services authorized by the franchise agreement that may be imposed by the Nevada Legislature, by ballot initiative or by a local political subdivision, excluding income taxes; (3) Augmented City franchise fees described in Subsection (C) of Section 8 and Section 9.08.250 of the Code; or (4) Any environmental surcharges imposed by the City. Such pass through charges shall not be subject to baseline or augmented quarterly franchise fees and will be passed through to each customer as a separate line item on the Franchisee's billing to each customer. If the City Council approves an augmented quarterly franchise fee, the augmented quarterly franchise fee will also be passed through to each customer as a separate line item on the Franchisee's billing to each customer.

- E. Each payment of franchise fees, whether the baseline franchise fee or the augmented franchise fee, shall be due no later than forty-five (45) days after the end of each calendar quarter. If either franchise fee is received by the City after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee for such franchisee fee that was delinquent.
- F. Checks for Franchisee's franchise fees, whether baseline or augmented, shall be made payable to the City of Las Vegas and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon thirty (30) days' written notice to Franchisee.
- G. Acceptance by the City of any payment due under this Franchise Agreement or the Code shall not be deemed a waiver by the City of any breach of Franchisee's obligations under this Franchise Agreement or applicable law, and such acceptance shall not preclude the City from later collecting a larger amount that was due in accordance with state and local laws.

SECTION 9: BOOKS, RECORDS AND AUDITS

A. Franchisee shall establish and maintain an accounting system and full and complete records in accordance with generally accepted accounting principles and applicable state regulations, and acceptable to the City to reflect correctly and accurately the financials from the collection of solid waste and Single Stream Recycling under this Franchise Agreement. Such books and records shall be

produced to the City reasonably promptly upon request for inspection at a time during normal business hours.

- B. Franchisee shall file with the City, within forty-five (45) days after the end of each preceding calendar quarter, a sworn statement of the cash receipts derived from the collection of solid waste and Single Stream Recycling during such quarter, with a delineation of cash receipts by category, including, but not limited to, categories for residential service, commercial service, industrial service, sewage waste service, medical waste service and Special Collection Related Services provided under the authority of this Franchise Agreement and Chapter 9.08 of the Code, and any credits or deductions for refunds or bad checks.
- C. Franchisee shall file with the City an annual cash receipts audit, prepared by a certified public accountant, within one hundred and eighty (180) days after the end of each fiscal year for the Franchisee during the term of this Franchise Agreement. Franchisee shall also file a full financial audit with the City on an annual basis within one hundred and eighty (180) days after the end of each year for the Franchisee, until such time that Franchisee is relieved of its obligation to file such an annual audit with any and all other local political subdivisions located in Clark County, Nevada. Once Franchisee is completely relieved of such obligation, the Franchisee shall complete a full financial audit, at the Franchisee's cost, once every three years, if such an audit is requested by the City. If the City desires to complete a full financial audit during a period of time when the Franchisee is not obligated by the terms of this Franchise Agreement to do so, the Franchisee will cooperate with the City and comply with all requests for information relevant to the audit in a reasonable time so the City can complete such a full financial audit at its cost.
- D. At the option and expense of the City, all records, statements, receipts, contracts, requests for service, computer records, or any other records covered by this Section 9 and used in the normal course of business, and disks or other storage media and other like material which are appropriate to monitor compliance with the terms of this Franchise Agreement, are subject to audit. Such books and records shall be retained for a period of five (5) years, shall be produced for the City or

its representative upon request for inspection at any time during normal business hours, and shall be made available for auditing purposes, including the right to inspect, copy and audit at Franchisee's office in the Las Vegas Valley area at any time during normal business hours. The right to copy includes the right of the City or its representative to hire a reproduction company to take such books and records off-premises, and copy such books and records on behalf of the City.

- E. The City shall give written notice to Franchisee of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within forty-five (45) days following the City's notification that such amount is due and payable. If the City's review shows that Franchisee has overpaid, such overpayment shall be reimbursed to Franchisee by the City within forty five (45) days of such determination.
- F. Effective July 1, 2016, Franchisee agrees to pay to the City the sum of forty thousand dollars (\$40,000) each year as an administrative fee, to cover costs incurred by the City to administer this Franchise Agreement and ensure compliance. Franchisee shall pay the annual administrative fee within thirty (30) days after receiving a written request from City.

SECTION 10: SECURITY FOR PERFORMANCE

- A. As security for performance of its obligations under this Franchise Agreement and the Code, Franchisee shall at all times provide security in the form of a corporate guaranty, a copy of which is attached hereto as Exhibit "B" and a performance bond, delivered to the City, in the amount of Ten Million Dollars \$10,000,000 to remain in force during the term of this Franchise Agreement, any or all of which may be claimed by the City as payment for fees and damages, and to recover losses resulting to the City from Franchisee's failure to perform.
 - B. Any bond provided pursuant to Subsection (A) shall:
 - 1. Be in a form acceptable to the City Attorney;
- 2. In addition to all other costs, provide for payment of reasonable attorney's fees incurred by the City;
 - 3. Be issued by a surety company authorized to do business in the State of Nevada

and listed in Department Circular 570 of the U. S. Department of the Treasury Fiscal Service (Current Revision);

- 4. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney; and
- 5. Guarantee the performance of all of Franchisee's obligations under this Franchise Agreement and the Code. Any or all of such bond may be claimed by the City as payment for damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement including any prepayment amounts received by Franchisee.
 - C. The following procedures shall apply to drawing on the security required herein:
- 1. If Franchisee fails to make timely payment to the City of any amount due under this Agreement or the Code, or fails to compensate the City within thirty (30) days of written notification that such compensation is due for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Franchise Agreement by Franchisee or its enforcement, or fails, after thirty (30) days written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any damages assessed in accordance with the provisions hereof, from the security.
- 2. Within three (3) days of a withdrawal from the security, the City shall deliver or mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Franchisee.
- 3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Franchisee to the City until it is paid. Any withdrawal by City cannot be unreasonable.
 - 4. No later than thirty (30) days after the mailing of notification to Franchisee of a

withdrawal from the security, Franchisee shall restore the security to the total amount specified in Section 10 (A) above.

- D. Failure to maintain or restore the security shall constitute a material breach of this Franchise Agreement.
- E. Recovery by the City of any amounts from the security required by this Section 10 shall not limit Franchisee's obligations to provide insurance or to indemnify the City as otherwise required by this Franchise Agreement.
- F. Should Franchisee object to City exercising its rights in this Section 10, nothing in this Section 10 shall limit Franchisee's ability to seek legal or equitable relief as set forth in Section 27 of this Franchise Agreement.

SECTION 11: INSURANCE

- A. Franchisee shall at all times during the term of this Franchise Agreement maintain in full force and effect, at its own cost, a commercial general liability insurance policy for the protection of the City, which shall:
- 1. Be issued by an insurance company rated A- or better by Bests' Insurer Ratings reports, in a form reasonably satisfactory to the City Attorney;
 - 2. Provide coverage on an occurrence, and not on a claims-made, basis;
- 3. Name the City and its elected and appointed officers, boards, commissions and employees as additional insureds;
- 4. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Franchisee's operations under this Franchise Agreement, with minimum liability limits of ten million dollars (\$10,000,000) for personal injury or death of any one person and ten million dollars (\$10,000,000) for personal injury or death of two or more persons in any one occurrence and ten million dollars (\$10,000,000) for damage to property resulting from any one occurrence; and
- 5. Contain a provision that the insurance company issuing the policy will deliver a written notice of cancellation to the City at least thirty (30) days in advance of the effective date.

B. Recovery of any amount by the City from the insurance required by this Section 11 shall not limit Franchisee's obligations to provide security or to indemnify the City as otherwise required by this Franchise Agreement.

C. At any time during the Term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain higher minimum liability limits on any insurance policy required by this Franchise Agreement as long as such liability limits are commercially available and the increase is based on changes in statutory law, court decisions or circumstances surrounding either. Franchisee may, in its sole discretion, pass through any documented cost increase for the increase of liability limits to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

D. At any time during the term of this Franchise Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain such additional insurance coverage or policies as he or she deems necessary and proper to protect the health, safety, and welfare of the citizens of the City as long as such additional insurance coverage or policies are commercially available and the increase is based on changes in statutory law, court decisions or circumstances surrounding either. Franchisee may, in its sole discretion, pass through any documented cost increase for the additional insurance coverage or policies to its customers, provided that the requested increase in liability limits is not based upon changes in statutory law, court decisions or circumstances surrounding either.

SECTION 12: INDUSTRIAL INSURANCE

Franchisee shall furnish and maintain in full force and effect during the term of this Franchise Agreement, or any extension of this Franchise Agreement, full worker's compensation insurance in accordance with the Nevada Industrial Insurance Act, as amended, and other applicable state and federal laws.

SECTION 13: INDEMNIFICATION

- A. Franchisee shall appear in and defend all actions against the City arising out of the privileges conferred by this Franchise Agreement, and Franchisee shall indemnify, protect, and hold the City, its council members, officers, and employees harmless from all claims, damages, liabilities, fines, losses, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") from any and all causes arising from Franchisee's performance of, or activities undertaken pursuant to this Franchise Agreement, except to the extent such Losses are directly attributable to the sole negligence or omission of the City or its agents, employees, or representatives. Franchisee shall pay all other such Losses for which the City may be liable and hold the City harmless from any accident, casualty, damages, losses, or claims which may happen or arise in conjunction with the performance of this Agreement.
- B. Any money due Franchisee under and by virtue of this Franchise Agreement which is considered necessary by the City for such purpose of indemnification, may be retained by the City for its protection; or in case no money is due, Franchisee's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect has been furnished to the City. Any monies retained by City must be reasonable. Should Franchisee object to City's retention of monies as set forth in this subsection (B), Franchisee may seek appropriate legal or equitable remedies as set forth in Section 27 of this Franchise Agreement.
- C. Section 3(A) of this Franchise Agreement intends for this agreement to be the sole operating document between the parties, and as such, directs the parties to terminate those existing agreements outside of the current franchise ("Miscellaneous Agreements") between the parties within ninety (90) days of the effective date of this Franchise Agreement. One particular Miscellaneous Agreement was that certain Memorandum of Understanding Amending December 31, 1985 Garbage Disposal Agreement dated July 12, 1999 ("1999 MOU"), which set forth an agreement between the Franchisee and the City which provides, among other provisions, for Franchisee's full release and

indemnity of the City in the event of any future liability of the City related to Sunrise Regional Landfill under various environmental statutes and common law and full compliance with the RCRA Order and the CWA Order. The 1999 MOU also set forth additional requirements of Franchisee which the parties now hereby agree to be terminated with this Franchise Agreement since those requirements have either been complied with or are no longer applicable to this Franchise Agreement. The parties agree that Franchisee has complied with the 1999 MOU requirement to pay the City \$5,500,000.00 to be used for the construction of a transfer station, other capital improvements, or other public uses that the City deems appropriate. The 1999 MOU described DUMPCO as the maintenance contractor of the 720-acre area generally known as the Sunrise Regional Landfill which is generally situated within portions of Sections 1 and 12, Township 21 South, Range 62 East, Mount Diablo Meridian ("Sunrise Landfill"). The 1999 MOU required Franchisee to fully comply with RCRA Order Docket No. 7003-09-99-0005, dated May 6, 1999 ("RCRA Order") and CWA Order Docket No. CWA-309-9-99-14, dated April 26, 1999 ("CWA Order," together with the RCRA Order, the "EPA Orders"), and to pay for all costs associated with the breach and the above-referenced U.S. Environmental Protection Agency orders. The parties fully intend for Section 13(D) of this Franchise Agreement to restate and replace only the continuing obligations of Franchisee to the City pursuant to the 1999 MOU, since the 1999 MOU will be terminated after this Franchise Agreement is effective.

- D. Continuing Obligations of Franchisee relating to the 1999 MOU:
 - 1. The Franchisee shall take all necessary actions to fully comply with all terms and conditions of the EPA Orders (the "Project") and shall be solely responsible for all associated costs.
 - 2. In the event, however, the City is found to also be liable for any or all of those matters contained in the EPA Orders, and Franchisee fails to perform the Project in a manner consistent with the EPA Orders, the City is entitled to perform the compliance action on behalf of Franchisee, and shall be reimbursed for the cost of the action by Franchisee, including the costs of consultants, engineers, counsel and administrative

staff time in connection with the action. Notwithstanding the general default and cure provisions in Section 18 of this Franchise Agreement, the following notice and cure provision shall apply specifically to any non-compliance contemplated by this Section 13(D), and prior to initiating any compliance action as relating to this Section 13(D) on behalf of Franchisee, City shall notify Franchisee in writing of the non-compliance, stating with particularity the exact nature of any alleged failure to meet EPA standards and guidelines. City shall then allow Franchisee thirty (30) days from receipt of the notice to correct the noncompliance or obtain EPA approval for Franchisee's action that is alleged to be non-compliant.

- 3. In the event the City is found in the future to also be liable for any or all of those matters contained in the EPA Orders, the parties agree to cooperate as necessary to respond to the EPA Orders. City agrees to provide Franchisee with any informational resources within the City at its various districts and departments that might be helpful to the cooperative effort. The parties shall provide each other with a copy of all correspondence, reports or other documentation submitted to EPA or the Nevada Division of Environmental Protection.
- 4. Notwithstanding this Section13(A), which acts to limit Franchisee's indemnification obligations to the performance of, or activities undertaken pursuant to this Franchise Agreement, the following provisions relate to and control any and all actions, claims or demands relating to the Sunrise Landfill issues and the EPA Orders from the 1999 MOU:
 - a. Franchisee, as well as its successors, parents, subsidiaries and affiliates agree to defend, fully indemnify and hold harmless the City, its City Council members, departments, employees, agents, consultants and attorneys from and against all claims and demands or causes of action related to the Sunrise Landfill including without limitation, claims and demands brought pursuant to the

Resource Conservation and Recovery Act (hereinafter "RCRA"), the laws, rules and regulations of the State of Nevada Department of Conservation and Natural Resources, Division of Environmental Protection (hereinafter "NDEP") and the laws, rules and regulations of the Southern Nevada Health District (hereinafter "SNHD"), arising from or related to any failure of Franchisee to comply with the EPA Orders.

- b. Franchisee agrees to indemnify, defend, protect and hold harmless, to the extent allowed by Nevada law, City and the City Council members, officers, agents, departments, employees, contractors and subcontractors upon and against any claims for damage, suits and other claims arising out of or related to the Project, which damages, suits, or claims are either (1) for personal injury, including death, or (2) for property damage, and where it is established that the injury or damage was the result of negligence, active or passive, or omission, active or passive, or intentional conduct of Franchisee.
- c. Franchisee shall have the right, when acting under this provision, to select counsel and to direct the course of the proceeding including the settlement thereof provided that: (1) Franchisee does not dispute the indemnity, defense or hold harmless obligation; (2) the counsel selected has experience in this type of proceeding; and (3) City shall be kept apprised of the progress of the proceeding.
- d. The parties further agree that the hold harmless and indemnification provisions of Paragraph 19 of the 1985 Garbage Disposal Agreement, as set forth below, are controlling for the purposes of this Section 13(D) in the event the provisions below conflict with any provision of this Section 13(D):

"Contractor shall protect, indemnify, and hold the City, its officers, employees, agents and servants harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's

fees, court costs and other expenses of any kind or character which the City, its officers, employees, agents or servants may suffer, or which may be sought against, recovered from or obtainable against the City of Las Vegas, its officers, employees, agents or servants (i) as a result of, or by reason of, or arising out of, or on account of or in consequence of the operations of Contractor, its officers, employees, servants or agents, or anyone directly or indirectly employed by Contractor, its officers, employees, contractors, servants or agents, in the fulfillment or performance of the terms of this Agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by the City; or (ii) as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in performing this Agreement; or (iii) because of any claim or amount recovered under any statute, law, ordinance, order or decree. Any money due Contractor under and by virtue of this Agreement which is considered necessary by the City for such purpose, may be retained by the City for its protection; or in case no money is due. Contractor's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the City.

In this connection, it is expressly agreed that Contractor shall, at its own expense, defend the City, its officers, employees, agents and servants against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or omission against which

Contractor has indemnified the City. If Contractor shall fail to do so, the City may undertake to do the same and to charge all direct and incidental costs of such defense to Contractor, including attorney's fees, court costs and other expenses."

E. The parties mutually understand, and agree, and warrant: (i) that Franchisee denies the legal liability and damages alleged in the RCRA Order and CWA Order and that execution of the 1999 MOU and Section 13 (C) and (D) of this Franchise Agreement are not to be construed as an admission of liability on the part of any party to this Franchise Agreement or 1999 MOU; (ii) that no promise or inducement has been offered except as herein set forth; (iii) that Section 13(D) of this Franchise Agreement and 1999 MOU is made in good faith and in conformance with all applicable law; and (iv) the parties are legally competent to execute this Franchise Agreement and to accept full responsibility of Section 13(D) of this Franchise Agreement.

SECTION 14: NOISE

Franchisee shall make collections as quietly as possible, giving due consideration to residential areas in its route scheduling, as well as weather considerations, allowing for early start times from June 1 through September 30 due to excessive daytime heat. Furthermore, Franchisee agrees that no solid waste collection service will begin before 4:30 a.m. for commercial accounts and 6:00 a.m. for single family residences, duplexes, multiple dwellings or mobile home parks. For commercial properties abutting single-family residential homes, Franchisee will make its best efforts to route solid waste collection service for these commercial projects after 6:00 a.m. If the City receives complaints and requests Franchisee to make a route change for commercial properties abutting single-family homes to be 6:00 a.m. or later, Franchisee shall comply.

SECTION 15: RIGHT TO CURE MISSED COLLECTIONS

If Franchisee fails or neglects to make any solid waste collection as required by this Franchise Agreement and the Code within the required time, the City shall, after two (2) working days, have the right to make collection thereof and charge Franchisee with the cost thereof. Franchisee shall remit

payment of such costs to the City within thirty (30) calendar days of its receipt of the invoice for such costs.

SECTION 16: RATES; ADJUSTMENTS; TERMINATION BY FRANCHISEE

A. Franchisee shall charge the collection rates and charges contained in Chapter 9.08 of the Code, and such rates and charges shall be adjusted upwards as set forth in this Franchise Agreement and the Code. Attached hereto as Exhibit "A" is a copy of the base rates as of the Effective Date of this Franchise Agreement for solid waste service fees charged by Franchisee (the "Base Rates"). The Base Rates shall only be adjusted upwards on an annual basis in conjunction with the CPI-U as set forth in this Franchise Agreement and the Code. Franchisee shall submit new proposed rate sheets to the City, based on applicable CPI-U increases and any other adjustments authorized by the Code, no later than April 1 of each year. The City will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the City's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the City's calculations. By May 1 of each year, the City and Franchisee shall take all actions necessary to reconcile any such discrepancies and to agree on Franchisee's new rate schedules, to be effective as of July 1. Once the rates are approved by City, the rates as adjusted upwards for CPI-U are not required to be updated in Chapter 9.08 of the Code and the City may post adjusted rates on its website.

B. Effective July 1, 2017, the charges established by the Code and fees set forth in this Franchise Agreement shall be increased annually based on the CPI-U All Urban Consumers, Bureau of Labor Statistics Series ID: CUUR0000SA0. The increase in charges shall be made effective on July 1 of each year during the term of this Franchise Agreement. The increase shall be based upon the five (5) year average change in the CPI-U or the prior year's CPI-U, whichever is greater. By way of example for the five (5) year average calculation: Use CPI-U data from the 2010 to 2015 period. Take the CPI-U Annual Index for 2015 of 237.017 and subtract the CPI-U Annual Index from 2010 of 218.056 resulting in a CPI-U Index change of 18.961. The CPI-U Index change of 18.961 is then divided by the CPI-U Annual Index for 2010 of 218.056. This results in the percentage change in the CPI-U Index of

8.695% over the five (5) year period. This percentage change of 8.695% is then divided by five (5) to arrive at the average annual increase in the CPI-U Annual Index of 1.74%. The same calculation is also used for the prior year analysis. By way of example, use the prior year of 2014 to 2015. Take the prior year CPI-U Annual Index for 2015 of 237.017 and then subtract the CPI-U Annual Index from the year before (2014) of 236.736 which results in an index change of 0.281. The index change of 0.281 is then divided by the CPI-U Annual index for the previous year (2014) of 236.736 which results in a percentage change of 0.12%. The results of the two calculations are compared and the higher of the two percentage increases applies to the rate adjustment. In this example, the rate would be increased by 1.74%.

- C. In the event that an unforeseen economic circumstance has occurred, Franchisee may request a rate adjustment that is not based on CPI-U changes. Franchisee shall submit verification of the unforeseen economic circumstance in writing to the City Manager with documentation supporting the rate increase request. The City may require Franchisee to provide, at Franchisee's expense, a certified audit of the books and records of account of Franchisee if the City determines that such an audit is required to substantiate the request for a rate increase. Any rate adjustment based upon an unforeseen economic circumstance will require an amendment of this Franchise Agreement and the Code.
- D. Franchisee may request a change in any solid waste collection charges set forth in Chapter 9.08 of the Code. If the City denies a request by Franchisee for an increase in solid waste collection charges made pursuant to this Section 16, Franchisee shall have the right to terminate this Franchise Agreement by giving the City at least twelve (12) months written notice of such termination.

SECTION 17: RECORDS AND REPORTS FOR RECYCLING

Franchisee shall provide data and reports necessary to fulfill the requirements of the City and the Southern Nevada Health District for assessing and reporting of recycling collection program results, in conformance with all applicable laws, rules and regulations. City recognizes that any reports provided will include recycling and solid waste as measured in tons collected from Clark County residents

together with City residents due to overlapping boundaries between the jurisdictions and collection routes by Franchisee. Franchisee expects the new single stream recycling program to improve recycling effectiveness in the City. Franchisee will strive to achieve a twenty-five percent (25%) recycling goal by June 30, 2019, and increase that goal by one percent (1%) per year for the next five (5) years, to reach a 26% recycling goal by June 30, 2020, 27% by June 30, 2021, 28% by June 30, 2022, 29% by June 30, 2023, and 30% by June 30, 2024. [Calculation of recycling goal: Total annual recycling tons collected divided by total annual trash and recycling tons collected equals recycling rate.] If the recycling goal is not achieved by these dates, Franchisee and City will meet and agree upon additional education measures to encourage City residents to recycle more. Both parties agree that if Franchisee has implemented single stream recycling in accordance with this Agreement and the recycling goal is not achieved, Franchisee is not in violation of this Agreement.

SECTION 18: DEFAULT; CURE; TERMINATION FOR CAUSE

- A. If the City determines that Franchisee is in default under any of the provisions of this Franchise Agreement or the Code, other than a breach which results from an Act of God, labor dispute, action of public enemy, act of war, terrorist attack or force majeure, the City shall give Franchisee written notice thereof, specifying the provisions under which the default has been determined to exist and giving Franchisee sixty (60) days within which to correct any such default. If Franchisee fails to correct any such default within the applicable sixty (60) day period or in good faith take commercially reasonable measures to rectify such default as soon as reasonably possible and provide City with written notice of such measures, the City may:
- 1. Terminate this Franchise Agreement upon thirty (30) days written notice to Franchisee; and
 - 2. Withdraw the security provided by Franchisee in accordance with Section 10 above.
- B. For the sole purpose of this Section 18, if the Franchisee fails to correct a default within sixty (60) days, but Franchisee has provided the City written notice prior to the expiration of the sixty (60) day cure period that it intends to rectify such default "as soon as reasonably possible," the City

Council shall be the sole arbiter of whether the measures taken are "commercially reasonable." If the City Council intends to do so, the City shall so indicate its decision at a public hearing and shall provide Franchisee at least fourteen (14) days written notice of such hearing. If the City Council determines that the Franchisee's means and methods of curing such default are not commercially reasonable, the Franchisee shall have thirty (30) days from the actual date of the City Council decision on the matter to cure such default prior to either taking action as provided above.

SECTION 19: SUCCESSORS AND ASSIGNS

The rights and privileges granted by this Agreement are not assignable to any party other than an affiliate of Franchisee, either voluntarily or by operation of law, without the consent of the City Council, which consent shall not be unreasonably withheld. In the event Franchisee becomes insolvent or bankrupt, the rights and privileges granted hereby shall then be immediately cancelled and annulled, and the City shall have the right to take over Franchisee's business or substitute another Contractor in its place and stead in the manner provided by law. Any takeover or substitution in the event of insolvency or bankruptcy must comply with Section 20 of this Franchise Agreement.

SECTION 20: TERMINATION; OPTION TO LEASE FACILITIES AND EQUIPMENT

- A. If this Franchise Agreement is terminated pursuant to Section 18 or in the event Franchisee or Dumpco becomes insolvent or bankrupt, the City, or its designated agent, may, at its option, enter into a lease for any and all of Franchisee's or Dumpco's assets, facilities or equipment that are necessary to provide solid waste services to customers within the City by giving Franchisee written notice of its election to lease such assets, facilities and equipment.
- B. The City's option to lease such assets, facilities or equipment will not exceed the time reasonably necessary for the City to arrange for alternative permanent franchised solid waste services. Immediately upon the termination of any lease created pursuant to this Section 20, the City will, at its own cost and expense, return to Franchisee and/or Dumpco all assets, facilities or equipment in the condition as when received, ordinary wear and tear excepted.
 - C. Such lease shall document: 1) the assets, facilities or equipment to be leased by the City

from Franchisee and/or Dumpco; 2) the monthly cost of the lease to the City, which shall not exceed the actual monthly cost of the assets, facilities or equipment to Franchisee and/or Dumpco including depreciation, depletion, amortization and a reasonable amount of wear and tear; 3) a license to enter all property otherwise owned by Franchisee and/or Dumpco not leased by the City; and 4) any other conditions outlined in this Section 20.

- D. During the term of any lease created pursuant to this Section, the City will be responsible for its own cost and expense, for all maintenance, repairs, operational and insurance costs associated with all leased assets, facilities or equipment. The City will at all times during the term of the lease have the sole responsibility of maintaining the leased assets, facilities or equipment in good operating condition and appearance, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.
- E. Within ten (10) days following the expiration of each thirty (30) day period during the term of any lease created pursuant to this Section 20, Franchisee and/or Dumpco will deliver an invoice to the City itemizing such costs, and the City will make payment to Franchisee and/or Dumpco, as applicable, no later than ten (10) days following receipt of the invoice. If the City fails to make any monthly payment within five (5) days after the due date, Franchisee and or Dumpco, as applicable, will have the right to charge the City a late fee in the amount of five percent (5%) of the unpaid balance of the lease.
- F. The City's failure to make any monthly payment when due or otherwise comply with the provisions of any lease created pursuant to this Section 20 will constitute a material breach and default of this lease, and Franchisee and/or Dumpco, as applicable, may repossess all assets, facilities or equipment. Upon the occurrence of such a default, Franchisee and/or Dumpco may take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease.
- G. The City acknowledges and agrees that neither it nor its designated agent have obtained and will not obtain any title to any of the assets, facilities or equipment subject to any lease created pursuant to this Section 20, nor any property right or interest, legal or equitable therein, except solely as

the lessee under such lease.

- H. If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section 20, the losing party agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action.
- I. The City will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of Franchisee, as applicable. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the City to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.
- J Nothing contained in this Section 20 will be construed as constituting a partnership between the City and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

SECTION 21: CONFLICTS WITH EXISTING CODE PROVISIONS

The provisions of this Franchise Agreement and the Code are intended to be and shall be construed, to the maximum extent possible, to be consistent with and/or supplemental to each other. Except as otherwise set forth in Section 1 of this Franchise Agreement, in the event of any irreconcilable conflict between any provisions of the Code and any provisions of this Franchise Agreement, the Code provisions shall control.

SECTION 22: WAIVERS

The failure of either party to insist upon the strict performance of any of the provisions of this Franchise Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

SECTION 23: INDEPENDENT CONTRACTOR

Franchisee is an independent contractor under this Franchise Agreement and is not an agent or employee of the City for any purpose.

SECTION 24: NOTICES

Any notice or other communication required or permitted to be given under this Franchise Agreement ("the Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid. The Notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above.

Notice to City: City Manager

City of Las Vegas 495 S. Main Street

7th Floor

Las Vegas, Nevada 89101

With a copy to: Planning Director

City of Las Vegas

333 North Rancho Drive

3rd Floor

Las Vegas, Nevada 89106

Notice to Franchisee: Area President

Republic Silver State Disposal, Inc.

770 East Sahara Avenue Las Vegas, Nevada 89104

With a copy to: General Counsel

Republic Services, Inc. 18500 N. Allied Way Phoenix, AZ 85054

With a copy to: Jennifer Lazovich

Kaempfer Crowell

1980 Festival Plaza Drive

Suite 650

Las Vegas, NV 89135

SECTION 25: SEVERABILITY

If any provision of this Franchise Agreement is for any reason determined to be invalid,

unenforceable or unconstitutional, such provision shall be deemed a separate, distinct and independent provision, and such determination shall not affect the validity or enforceability of the remaining provisions of this Franchise Agreement. With respect to any provision of this Franchise Agreement determined to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Franchise Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City hereby declares that it would have approved this Franchise Agreement and each provision thereof irrespective of any provision being declared invalid, unenforceable or unconstitutional.

SECTION 26: PUBLIC PURPOSE

All of the regulations provided in this Franchise Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Franchise Agreement, acting for the City in the discharge of his or her duties, shall not thereby render such person personally liable; and he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

SECTION 27: REMEDIES; INJUNCTIVE RELIEF

Neither the City nor Franchisee by accepting this Franchise Agreement waives its right to seek any appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Franchise Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved, and all terms and provisions hereof shall be enforceable through injunctive relief.

SECTION 28: GOVERNING LAW; JURISDICTION; ATTORNEY'S FEES

A. This Franchise Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Franchise Agreement and the performance due hereunder. If legal action is initiated relative to this Franchise Agreement or the rights or obligations of any party hereunder, such action must be initiated and maintained in Clark

County, Nevada.

B. In the event of any litigation arising out of this Franchise Agreement, the prevailing party in such litigation shall be entitled to recover all of its costs incurred in such litigation, including all court costs, expert witness fees and reasonable attorney's fees. Reasonable attorney's fees include the reasonable fees and expenses of the City Attorney's Office.

SECTION 29: NO THIRD-PARTY BENEFICIARIES

It is not intended by any of the provisions of this Franchise Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Franchise Agreement. The duties, obligations and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

SECTION 30: PUBLIC RECORDS

Franchisee acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the NRS. Franchisee is responsible for becoming familiar with and understanding the provisions of the Nevada Public Records Law. While Nevada law does not recognize Franchisee-provided information as "confidential," Franchisee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the City as confidential. Franchisee shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the City. City will make its best efforts to provide Franchisee with advance notice before any Franchisee-provided information marked as "confidential" is released. The City retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

SECTION 31: TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of Franchisee's obligations under this Franchise Agreement.

SECTION 32: CONSTRUCTION OF AGREEMENT

The terms and provisions of this Franchise Agreement are the result of negotiations by and between the Parties hereto and shall not be interpreted or construed in favor of or with prejudice against any Party, but fairly in accordance with the general tenor of the language used.

SECTION 33: COMPLETE AGREEMENT; MODIFICATION

A. The drafting, execution and delivery of this Franchise Agreement by the Parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof, except as expressly referenced herein or as may exist solely in the City's capacity as a solid waste customer of Franchisee.

B. This Franchise Agreement shall not be amended or modified except as approved by the governing body of the City and Franchisee.

SECTION 34: FORCE MAJEURE

A. In the event that Franchisee is prevented from performing or is unable to perform any of its obligations under this Franchise Agreement due to any Act of God, fire, casualty, flood, earthquake, war, labor strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of Franchisee, and if Franchisee shall have used its best efforts to mitigate its effects, and if Franchisee shall give prompt written notice to City, Franchisee's performance under this Franchise Agreement shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

SECTION 35: COUNTERPARTS

This Franchise Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the same counterpart.

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EXECUTED, this FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE, to be effective on the date specified above.

By: CAROL (N GOODMAN, Mayor

ATTEST:

By: REPUBLIC SILVER STATE DISPOSAL, INC. a Nevada corporation

By: Morket Vice President

By: Market Vice President

Exhibit "A"

Base Rates for solid waste service fees as of Effective Date.

City of Las Vegas Rates 2016-2017

Billing Schedules - All Collection Charges
Table A is billed quarterly in advance.
Table B is billed monthly in advance.
Table C is billed monthly in arrears.
On-call services may be billed at the time of service, as permitted by city code.

Section 9.08.140 Table A Single Family and Multiple Dwelling Rates with Individual Service

Category	Collection Level	Monthly Fee
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Twice per week for solid waste, every other week for recycling	\$14.34
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Weekly Automated Solid Waste and Recycling, Every other week Bulky	\$14.3 <u>4</u>
Single Family Residences, Duplexes Per Unit, M.D.U.'s/M.H.P.'s w/ Individual Service	Optional Second Trash Collection Service Per Week	\$13.15

Category & Service Level	Monthly Fee	Monthly Fee
Multiple Dwellings w/o Individual Service- Irrespective of Occupancy	1st Stop	Each Additional Stop
Twice per week for	\$10.68	\$7.48
Three times per week	\$16.05	\$11.21
Four times per week	\$19.57	\$13.68
Five times per week	\$23.14	\$16.18
Six times per week	\$26.71	\$18.68
Seven times per week	\$30.26	\$21.18

Section 9.08.150 Table A

Category & Service Level	Monthly - Each Office	Monthly Fee- Per Cooking Unit	Monthly Fee- Per Non Cooking Unit	
Motels & Mobile Home Parks				
Twice per week	\$10.68	\$6.43	\$5.14	
Three times per week	\$16.05	\$9.61	\$7.71	
Four times per week	\$19.57	\$11.73	\$9.43	
Five times per week	\$23.14	\$13.89	\$11.15	
Six times per week	\$26.71	\$16.05	\$12.85	
Seven times per week	\$30.26	\$18.16	\$14.57	

Section 9.08.210 (D)

Residential Late Payment Penalty \$3.64

Section 9.08.235 (B)

Lien Fees	Administrative Fee	County Recorder Fee	Total Fee
Claim of Lien Fee	\$65.22	\$17.00	\$82.22
Release of Lien Fee	\$65.22	\$17.00	\$82.22

City of Las Vegas Rates

2016-2017

Section 9.08.160 Table A - Table A

Collection Charges - Places of Business and Public Buildings (Monthly Rates)

Container Size	1 pickup per week	2 pickups per week	3 pickups per week	4 pickups per week	5 pickups per week	6 pickups per week	7 pickups per week
96 Gallon Mobile Container	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$79.98	\$95.88
Each Additional	\$9.61	\$19.23	\$28.84	\$44.37	\$60.85	\$31.93	\$38.41
1 Cubic Yard Container	\$47.94	\$95.88	\$143.84	\$1 59.69	\$180.29	\$207.68	\$249.51
Each Additional	\$47.94	\$95.88	\$143.84	\$159.69	\$180.29	\$159.66	\$192.08
2 Cubic Yard Container	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$367.36	\$441.62
Each Additional	\$96.08	\$192.08	\$288.16	\$304.24	\$329.78	\$319.31	\$384.16
3 Cubic Yard Container	\$144.06	\$288,14	\$432.21	\$448.57	\$479.15	\$526.99	\$633.71
Each Additional	\$144.06	\$288.14	\$432.21	\$448.57	\$479.15	\$478.96	\$576.25
4 Cubic Yard Container	\$192,08	\$384.16	\$576.26	\$592.95	\$628.55	\$686.65	\$825.76
Each Additional	\$192.08	\$384.16	\$576.26	\$592.95	\$628.55	\$638.60	\$768.37
6 Cubic Yard Container	\$288.14	\$576.25	\$864.37	\$881,68	\$927.34	\$1,005.96	\$1,209.94
Each Additional	\$288.14	\$576.25	\$864.37	\$881.68	\$927.34	\$955.64	\$1,149.46
8 Cubic Yard Container	\$384.16	\$768,36	\$1,152,50	\$1,170,40	\$1,226.11	\$1,325.27	\$1,594.09
Each Additional	\$384.16	\$768.36	\$1,152.50			\$1,285,51	\$1,546.27

Section 9.08.170 Table A

Residential and Commercial Container Rental Fees

Container Size		Monthly Charge			
1 Cubic Yard	\$	18.46			
2 Cubic Yard	\$	22.16			
3 Cubic Yard	\$	25.87			
4 Cubic Yard	\$	28.84			
6 Cubic Yard	\$	36.93			
8 Cubic Yard	\$	40.62			
Up to 96 Gallon Mobile Container	S	4.45			

Section 9.08.180 Table B

Special One-Time On-Call Collection Charges

Container Size		Mont	hly Charge
1 Cubic Yard		\$	36,10
2 Cubic Yard		\$	48.13
3 Cubic Yard		\$	60.15
4 Cubic Yard		\$	72.16
6 Cubic Yard	•	\$	84.20
8 Cubic Yard		\$	96.24
Assorted Trash Pickup	多条统	\$	163.71

Section 9.08.160 Table D Commercial Container-Related Charges

Service	Charge	
Commercial Container Delivery	\$	65.10
Commercial Container Removal	\$	65.10
Commercial Container Exchange	\$	100.15

Commercial Recycling Rate for Apartments and Commercial customers negotiated with each individual customer.

City of Las Vegas Rates 2016-2017

Section 9.08.160 Table B Contracted Solid Waste Compactor Charges (Monthly Rates)

Container	1 pickup per	2 pickups	3 pickups per	4 pickups per	5 pickups	6 pickups	7 pickups
Size	week	perweek	week	week	per week	per week	per week
10-Yard	\$2,131.15	\$2,849.01	\$3,903.35	\$4,239.61	\$4,575.88	\$4,912,15	\$7,179.56
17-Yard	\$2,636.72	\$3,480.69	\$4,905.92	\$5,390.23	\$5,874.51	\$6,358.83	\$8,466.27
26-Yard	\$2,955.05	\$4,117.34	\$5,860.86	\$6,345.17	\$6,829.46	\$7,313.77	\$9,580.49
36-Yard	\$3,486.96	\$4,649.34	\$6,392.68	\$6,944.99	\$7,497.28	\$8,049.68	\$10,316.45
<u> </u>		0 = 1-1	40 -1-1	dd wlaliana	10 = 1-1	42 minkung	44 niokuna
Container Size	8 pickups per week	9 pickups per week	10 pickups per week	11 pickups per week	12 pickups per week	13 pickups per week	14 pickups per week
10-Yard	\$9,310.72	\$10,028.59	\$11,082.94	\$11,41 9.19	\$11,755.43	\$12,091.71	\$14,359.14
17-Yard	\$11,102.94	\$11,947.67	\$13,372.17	\$13,856.47	\$14,340.78	\$14,825.10	\$16,932.51
26-Yard	\$12,535.51	\$13,697.87	\$15,441.38	\$15,925.68	\$16,410.00	\$16,894.27	\$19,161.01
36-Yard	\$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):	F	Regular	Su	n/Hollday
Special Pick-up 0-49 Yards:	\$	523.08	\$	784.61
Special Pick-up 50 Yards:	\$	1,005.87	\$	1,508.82
Special Pick-up 75 Yards:	\$	1,640.70	\$	2,461.05
On-Call Rates Per Pick-up (without regular service):				
Special Pick-up 0-49 Yards:	\$	816.51	\$	1,224.77

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

Cond Fracts Mariau 134	10 D10 P D0X 01	×1.50 4.0		
On Call Monthly Rates* (With or Without regular service)	Regular	Sunday/ Holiday		
	\$10.07	\$15.11		
10 Cubic Yards	\$100.70	\$151.10		
20 Cubic Yards	\$201.40	\$302.20		
28 Cubic Yards	\$281.96	\$423.08		
35 Cubic Yards	\$352.45	\$528.85		
50 Cubic Yards	- \$503.50	\$755.50		

Roll-off prices are calculated by the cubic yard.

All on-call rates are subject to additional charges of daily rolling. — or any part thereof after the first 72 hours, excluding Sundays.

The dally rate is: All on-call rates are subject to additional charges of daily rent per 24 hours,

22.50

City of Las Vegas Rates

2016-2017

Section 9.08.160 Table C - Table C Solid Waste Manual Type Drop Box Charges (Scheduled)

Monthly Charges	Mont	hlv	Char	oes
-----------------	------	-----	------	-----

All other charges shall be calculated as follows:

All other charges shall be calculated as follows:

(Base Charge x number of yards of capacity x number of collections per week x 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.

"Daily Rent Charges" = \$22.50 per 24 hours or any part	thereof after the first 72 hours, i	excuoing Sur	idays.
Roll-Off Schedule For 10 Cubic Yards			
On-call rate per pickup is:		\$	100.70
AND:			
On-call demurrage rate per 24 hours or any part therec	f after the first 72 hours.	\$	22.50
			W. A. 17 - A W 17
1 Pickup per Week	Monthly \$ 728.87	Sunga	y/Holiday Pull 151.10
2 Pickups per Weak	\$ 872.73	4	101.10
3 Pickups per Week	\$ 1,309.10		
4 Pickups per Week	\$ 1,745,47		
5 Pickups per Week	\$ 2,181.83		
6 Pickups per Week	\$ 2,618.20		
7 Pickups per Week	\$ 3,272.97		
Roll-Off Schedule For 20 Cubic Yards		_	
On-call rate per pickup is:		S	201.40
AND:	of affect the first 72 hours	\$	22.50
On-call demurrage rate per 24 hours or any part therec	n alter the trist (2 fours.	φ	22.50
	Monthly	Sunda	y/Holiday Pull
1 Pickup per Week	\$ 1,165.23	\$	302.20
2 Pickups per Week	\$ 1,745.47		
3 Pickups per Week	\$ 2,618.20		
4 Pickups per Week	\$ 3,490.93		
5 Pickups per Week	\$ 4,363.67		
6 Pickups per Week	\$ 5,236 40		
7 Pickups per Week	\$ 6,545.93		
Roll-Off Schedule For 28 Cubic Yards			004.66
On-call rate per pickup is:		\$	281.96
AND: On-call demurrage rate per 24 hours or any part there	of after the first 72 hours	\$	22.50
Official delitariage rate per 24 floors of any partitlere	of Bitel the first /2 floors.	•	22.50
•	Monthly	Sund	ay/Holiday Pull
1 Pickup per Week	\$ 1,514.33	5	423.08
2 Pickups per Week	\$ 2,443.65	•	
3 Pickups per Week	\$ 3,665.48		
4 Pickups per Week	\$ 4,887,31		
5 Pickups per Week	\$ 6,109,13		
6 Pickups per Week	\$ 7,330.96		
7 Pickups per Week	\$ 9,164.31		
Roll-Off Schedule For 35 Cubic Yards			
On-call rate per pickup is:		\$	352.45
AND;		_	***
On-call demurrage rate per 24 hours or any part there	of after the first 72 hours	\$	22.50
	<u>Monthly</u>	Sund	ay/Holiday Pull
1 Pickup per Week	\$ 1,819.78	\$	528.85
2 Pickups per Week	\$ 3,054,57		
3 Pickups per Week	\$ 4,581,85		
4 Pickups per Week	\$ 6,109,13		
5 Pickups per Week	\$ 7,636.42		
6 Pickups per Week	5 9,163.70		
7 Pickups per Week	\$ 11,455.38		
Roll-Off Schedule For 50 Cubic Yards	•	_	
On-call rate per pickup is:		\$	503.50
AND: On-call demurrage rate per 24 hours or any part there	of after the first 72 hours	s	22.50
Commented a sera has \$4 times or only hart a con-	or and the man / 2 (NOM 3)	~	22.00
•	Monthly		lay/Holiday Pull
1 Pickup per Week	\$ 2,474.33	\$	755.50
2 Pickups per Week	\$ 4,363.57		
3 Pickups per Week	\$ 6,545.50		
4 Pickups per Week	\$ 8,727.33		
5 Pickups per Week	\$ 10,909.17		
6 Pickups per Week	\$ 13,091.00		
7 Pickups per Week	\$ 16,364.83		

Laughlin on call roll-off fees are the same as above except the demurrage is charged after 7 days.

City of Las Vegas Rates 2016-2017

Section 9.08.190 Table B Medical Waste Collection Charges

Modical Figure Colleged Charges						
	Basic Service Charges					
		Price Per Item		Price Per Item Bio-Hazard Minimum Charge Per Se		Charge Per Service Call
ltem	Size & Volume	Delivered	Picked Up	Prescheduled Once/Month or Greater Frequency (Discounted Price)	On-Call Pickup (Full Price)	
	Medium 10-14 Gal	\$5.79	\$5.79 (If total bio-hazard containers If total bio-hazard containers delivered and picked up is less delivered and	\$74.45 If total blo-hazard containers delivered and picked up is less		
Bio-Hazardous Accumulation	Large 27-32 Gal	\$8.27	\$8.27	the above amount will be above amount invoiced. If total is more than the total num	than the above amount, then the above amount will be invoiced. If the total number is more than	
Containers	X-Large 48-50 Gal	\$12.41	\$12.41	the above amount, then the price per item will be invoiced.	the above amount, then the price per item will be involced.	
	200 Gallon Cart with Wheels	\$49.66	\$49.66	Per Month	Per Month	

Basic service provided Monday thru Friday and Republic Services needs to be advised before 2 p.m. the day before pickup, of any CANCELLATION, OFFICE CLOSURE, OR NO BIOWASTE PICK UP needed prior to service day or minimum service charge will be involced.

Additional Waste Disposal Services

The following additional wa		v to prescheduled once/month or	greater frequency medical waste customers picked up on their scheduled
pickup day, or the special	olckup surcharge will be	applied in addition to disposal price	ice.
Type	Size Code	Container	Chemotherapy Waste Disposal Charge
Chemo Waste	Large	33 Gallon	\$40.85
Disposal	Extra Large	55 Gallon	\$72.46
Pharmaceutical (non-controlled substance) Disposal	Extra small	5 Gallon	- 1. (A)
	Small	10 Gallon	\$ \$95.52
	Medium	20 Gallon	\$191.02 (\$1.50 \$1.02)
	Large	30 Gallon	\$286.55
	Extra Large	55 Gallon	\$477.57
	Item		Special Collection & Services Charge
Special pick ups/Services (See Below)			\$79.05 % \$ 1 Per Hour & 3 2
Preparation of waste to make suitable for transportation		r transportation	⇒ → S32.95 ※ ラスト → Per Container ※ 入 ※
Collection delay of: \$1.33 Per minute after 10 minutes			\$13.49 💸 🔅 Minimum
Over weight charge (Over 50 lbs)			\$52.70 grade 1 Per Container 2 6

^{*********}SPECIAL PICKUPS/SERVICES - After 5:00pm, same day requests, holidays, weekends, outside Las Vegas, or greater than 20 Polys per pickup, or account balancing/reconcitiation/usage reports/certificates.

Purchase Or Rental Items

		Purchase Of Rei	itai items	
ltem	Size	Volume	Dimensions	Price
	Small	1 Quart	4"x4"x6"	\$6.59 Plus Tax
Chara Cantainas	Medium	5 Quari	4"x10"x9"	\$10.55 Plus Tax
Sharp Containers	Large	8 Quart	6"x9"x10"	\$13.19 Plus Tax
	Extra Large	32 Quart	9"x13"x17"	\$26.35 Plus Tax
Red Bio-Hazard Bags	Small (500 bags per case)	8-10 Gallons	24"x32"	\$92.22 Plus Tax
	Large/Extra Large (25 bags per roll)	50 Gallons	43"x48"	\$15.80 Plus Tax
Locker or	Small	5 Cubic yards	7-1/2' x 5-1/2' x 3-1/2'	\$79.05 Per Month
Rubbermald Rental	Large	30 Cubic yards	20' x 8' x 8'	\$184,45 Per Month
Roll-Off Box Rental		40 Cubic yard		\$434.77 Per Month
		30 feet long or Less		\$630.51 Per Months:
Trailer Rental		31-48 feet long		\$840.68 Per Month
				A

^{\$945.77} Per Month 49-53 feet long ****Note: Special pickup charge of \$79.05 per hour does not apply to customers with trailer service, unless after hours,

weekend or holiday pickups are requested.

Section 9.08.200

Sewage Waste Disposal Charges

Sewage Waste Disposal Service	Fee	€
Per wet ton using franchisee equipment to accumulate, collect and transport waste	\$ 21	1.45
Per wet ton using city equipment to store waste prior to franchisee transporting	\$ 20	0.31

Exhibit "B"

Corporate Guaranty

GUARANTY

THIS GUARANTY is made and entered into as of October 12, 2016, by Republic Services, Inc., a Delaware corporation ("Guarantor"), in favor of the City of Las Vegas, a municipal corporation of the State of Nevada (the "Guaranteed Party").

Recitals

- A. Republic Silver State Disposal, Inc., a Nevada corporation d/b/a Republic Services of Southern Nevada and Republic Dumpco, Inc., a Nevada corporation (each a "Subsidiary"), and the Guaranteed Party are parties to that certain Franchise Agreement for Collection, Transportation and Disposal of Solid Waste Agreement, dated as of April 5.2517 (the "Agreement").
- B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary's obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

Guaranty. Guarantor irrevocably and unconditionally guarantees to the Guaranteed 1. Party the due and punctual performance of each obligation of Subsidiary contained in the Agreement in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreement when due in accordance with the terms of the Agreement, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreement, and shall in no way alter or expand any obligation owing under the Agreement or diminish any defense available to Subsidiary under the Agreement. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreement, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

(a) any termination, amendment, modification or other change in the Agreement;

- (b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary's obligations to conform or comply with any term of the Agreement;
- (c) any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the Agreement;
- (d) any dissolution of Guarantor or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding:
- (e) any merger or consolidation of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations into or with any person, or any sale, lease or transfer of any of the assets of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations to any other person; or
- (f) any change in the ownership of the capital stock of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations or any change in the relationship between Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, or any termination of any such relationship.
- 2. Representations and Warranties. Guarantor represents and warrants to the Guaranteed Party that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3. Miscellaneous

- (a) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Nevada without reference to the choice of law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts of the State of Nevada.
- (b) No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Guaranteed Party and no other third party shall have any rights or remedies hereunder.
- (c) Notices. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally, or (ii) sent by documented overnight delivery service, in each case, to the following:

Republic Services, Inc. 18500 North Allied Way Phoenix, AZ 85054 Attn: General Counsel

or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Guaranteed Party.

- (d) <u>Binding Effect: Assignment.</u> This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.
- (e) <u>Headings</u>. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.
- (f) <u>Amendment: No Waiver</u>. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

Republic Services, Inc.

Name: Marsha A. Lacy

Its: Vice President Treasurer

Exhibit "C"

Certificate of Disclosure for Republic Silver State Disposal, Inc. and Republic Dumpco, Inc.

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

:1 (Contracting Entity	Block 2	, n =	Description
		Subject Matte	r of Contr	act/Agreement:
: R	epublic Silver State Disposal, Inc.			
3cc*	70 E. Sahara Ave. as Vegas, NV 89104			
hone: (7	702) 599-5951			
or S:	5-0768402	RFP#:		
ohone: (7	as Vegas, NV 89104 702) 599-5951	RFP #:	•	

Block 3 Type of B	usiness]
Individual	Partnership	Limited Liability Company	Х	Corporation

Block In the	Disclosure of Ownership and Princip space below, the Contracting Entity must disclose		rs) of the Contracting Entity,
	ell as persons or entities holding more than one-po		
[FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark R. Clatt/Director/President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
6.	Nathan Cabbil/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
7.	Michael A. Caprio/Vice President	3260 Blume Drive, Stc. 200 Richmond, California	(510) 262-7100
8.	W.T. Eggleston, Jr/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
9.	Myndi M. Kort/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
10.	Marsha A. Lacy/Treasuer	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals-Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: __1_.

Block 5 Disclosure of Ownership and Principals—Alternate				
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.				
Name of Attached Document:				
Date of Attached Document:				
Number of Pages:				
I certify, under penalty of perjury, that all the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.				
	Name			
State of Nevada	//-3-/6			
County of Clark	Date			
Subscribed and sworn to before me this 3rd day of November 20 16	JEN NOTHELFER Notary Pulsic State of Nevada APPL FIG. 13-10086-1 My Appl Expires February 13, 2017			
Ja Mothela				
Notary Public	· ·			

-- DISCLOSURE OF PRINCIPALS CONTINUATION -

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12,	Timothy E. Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16.	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block i	Contracting Entity	Block 2
		Subject Matter
Name:	Republic Dumpco, Inc.	
Address:	770 E. Sahara Ave. Las Vegas, NV 89104	
Telephone:	(702) 599-5951	
EIN or DUNS:	65-0772299	RFP#:

Description			
Subject Matter of Contract/Agreement:			

3			

Block 3 Type of Bu	sin ess			
Individual	Partnership	Limited Liability Company	<u> </u>	Corporation

In th	EXAMPLE Disclosure of Ownership and Principle e space below, the Contracting Entity must disclosured as persons or entitles holding more than one-pro-	e all principals (including partne	
	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1,	Mark R. Clatt/Director/President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
2.	Brian M. DelGhiaccio/Director/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
3.	Brian A. Goebel/Director	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
4.	Brian A. Bales/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
5.	Tim M. Benter/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
6.	Nathan Cabbil/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
7.	Michael A. Caprio/Vice President	3260 Blume Drive, Ste. 200 Richmond, California	(510) 262-7100
8.	W.T. Eggleston, Jr./Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
9.	Myndi M. Kort/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

18500 North Allied Way

Phoenix, Arizona 85054

(480) 627-2700

10. Marsha A. Lacy/Treasuer

Block 5 Disclosure of Ownership and Principals—Alternate				
If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entitles holding an ownership interest) under Federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below.				
Name of Attached Document:				
Date of Attached Document:				
Number of Pages:				
I certify, under penalty of perjury, that nil the information provided in this Certificate is current, complete, and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity.				
State of Nevada County of Clark	Name //- 3-/6 Date			
Subscribed and swom to before me this 3/1/4 day of Nourmber, 20 16	JEN NOTHELFER Notary Public-State of Nevada APPT. NO. 13-10086-1 My App. Expires February 13, 2017			
Motory Public				

- DISCLOSURE OF PRINCIPALS CONTINUATION -

	FULLNAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	James H. Olsen/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
12.	Timothy E, Stuart/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
13.	Andrew J. Sweet/Vice President/Asst. Sec.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
14.	Jon Vander Ark/Vice President	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
15.	Lawrence Focazio/Vice President, Tax	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
16,	Eileen B. Schuler/Secretary	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700
17.	Republic Services, Inc.	18500 North Allied Way Phoenix, Arizona 85054	(480) 627-2700

Exhibit "C"

Certificate of Disclosure for Republic Silver State Disposal, Inc. and Republic Dumpco, Inc.

CERTIFICATE OF SECRETARY

RELATING TO THE CITY OF LAS VEGAS FRANCHISE AGREEMENT RENEWAL AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS IN THE STATE OF NEVADA

The undersigned, Secretary of REPUBLIC SILVER STATE DISPOSAL, INC., a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that TIMOTHY OUDMAN holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of November, 2016.

Eileen B. Schuler, Secretary

CERTIFICATE OF SECRETARY

RELATING TO THE CITY OF LAS VEGAS FRANCHISE AGREEMENT RENEWAL AND RELATED DISCLOSURE OF OWNERSHIP/PRINCIPALS IN THE STATE OF NEVADA

The undersigned, Secretary of REPUBLIC DUMPCO, INC., a Nevada corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that TIMOTHY OUDMAN holds the title of Market Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 3rd day of November, 2016.

Eileen S. Schuler, Secretary



CITY OF MESQUITE SOLID WASTE COLLECTION AGREEMENT

This agreement made and entered into this <u>26</u> day of <u>April</u> 1995, by and between the CITY OF MESQUITE, whose address is P.O. Box 69, Mesquite, Nevada, 89024 hereinafter sometimes referred to as the City and VIRGIN VALLEY DISPOSAL INC., whose address is Box 129, Mesquite, Nevada, 89024, hereinafter referred to as the "Contractor."

WHEREAS, the Contractor is qualified to provide solid waste collection services in compliance with Nevada State law requirements for "Solid Waste Management System"; and WHEREAS, the City is empowered by Nevada State law to contract with the Contractor for the collection of solid waste as defined in this document within the present boundaries of the City; and

WHEREAS, the City declares that for reasons of public health and safety it is in the best interest of the residents and commercial entities of the City to contract with the Contractor, granting exclusive rights to the Contractor for the operation of a solid waste management system as defined below within the boundaries of the City and requiring the mandatory use of said system by all residents and commercial entities located within the City boundaries, pursuant to the terms and requirements of this Agreement.

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the City and the Contractor agree as follows:

1. Service. All residences and commercial users within the jurisdiction of the City, located on streets, roads or

thoroughfares maintained by the City, County, State or Federal government, shall be provided minimum service under this Agreement. For purposes of this Agreement apartment complexes are considered commercial users rather than residential users.

- 2. Term. The term of this contract for Residential and Commercial collections shall be for 10 years with an option to renew for 10 years, commencing May 1, 1995.
- 3. Minimum Service. The Contractor shall make at least one weekly collection from Commercial Users and Residences within the jurisdiction of the City on a schedule and route to be determined by the Contractor, in the reasonable exercise of the Contractor's judgment consistent with the needs of the City and persons residing and doing business therein.
- 4. Litter. The Contractor shall not litter premises in the process of making collections, but the Contractor shall not be required to collect or clean up material that has not been properly placed in an approved garbage container or in a manner herein provided. Trash must be contained within the container so that it will not spill out during pick up.
- 5. The City's Garbage Collection Ordinance is incorporated herein by reference.
- 6. Unapproved Container. The Contractor shall not be required to collect solid waste unless it is in an approved garbage container, and brought to a public access, except as otherwise provided for in this Agreement.
 - 7. Office. The Contractor shall establish and maintain a

local office or such other facilities as necessary through which the Contractor can be contacted, where service may be applied for, and complaints can be made. It shall be equipped with adequate telephone lines and be staffed in a manner that provides reasonable access.

- 8. Hauling. All solid waste hauled by the Contractor shall be so contained, tied, or enclosed so that leaking, spilling, or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall clean up the litter as soon as practicable.
- 9. Disposal. All solid waste for disposal shall be hauled by the Contractor to the landfill site provided by the City, except that Commercial Users are permitted to haul their own solid waste. The Contractor shall abide by all rules, regulations, City ordinances, State and Federal regulations related to the use and maintenance of the land fill. The parties acknowledge that the future enactment of City, State or Federal laws relating to the handling and disposal of solid waste or future court decisions regarding the interpretation of present laws may substantially affect the cost of services provided by the Contractor to the City and may require appropriate adjustments in the fees charged or the services provided by the Contractor. Should any of the foregoing contingencies occur the Contractor may seek modification of the fee structure and if agreement cannot be reached with the City within 45 Calendar days following receipt by the City of written notice by the Contractor of the request

for modification, the Contractor shall have the right to terminate this Agreement within 30 Calendar days following receipt by the City of written notice thereof.

- A. The present rate collected by the City is six dollars and ninety cents (\$6.90) per month per single family residence, of which the Contractor is paid five dollars and ninety cents (\$5.90) per month per single family residence. Effective July 1, 1995 the monthly residential rate will increase to ten dollars (\$10.00) per month per single family residence. The City and the Contractor will split the increase as follows: the City shall receive 50 % of the increase and the Contractor shall receive five dollars and ninety cents (\$5.90) per month per single family residence and 50 % of the increase.
- B. Commercial Users and Rates. Due to the varying needs and requirements of commercial users, charges shall be negotiated between the Contractor and the Commercial User. If agreement cannot be reached, the matter shall be submitted to the City Council and the decision of the Council shall be binding.
- C. Container. The Contractor shall provide sufficient
 Garbage Containers for the use of all Commercial Users and
 Recycling Containers. Commercial Users must provide adequate
 space and accessibility for trucks and containers, in accordance
 with Contractor's requirements. Approved Garbage Containers
 during the term of this Agreement shall be repaired or replaced
 by the Contractor provided such Containers have been used
 exclusively for their intended purpose. In cases where Containers

have been lost, damaged, destroyed by reason of misuse or use for which they are clearly not intended, the Contractor may seek reimbursement directly from the user and may pursue its rights through appropriate judicial proceedings. In no event, however, may the Contractor refuse to provide service to residential users, but may do so in respect to Commercial Users where a claim for reimbursement is in dispute.

10. Landfill Station. Collection of Refuse Outside the City Limits of Mesquite. Fees for dumping at the City landfill site shall be collected by the Contractor at the rate established by the City. Said rate will be set by City Ordinance but shall be waived for normal household and landscape refuse for all paid residential subscribers with proper identification and a valid Drivers License. The parties acknowledge that the Garbage Ordinance may be amended to provide for a higher dump fee for refuse that originates outside the City of Mesquite and also for higher collection fees for refuse originating outside the City of Mesquite. In the event the City increases fees for garbage service to residences and businesses outside the City of Mesquite, or increases the dump fee for refuse which originates outside the City of Mesquite, the City shall be entitled to 100% of that increased charge, payable to the City, within fifteen (15) days of the close of each collection quarter. For all other fees collected for dumping in the landfill, the Contractor shall pay ten percent (10%) of the collected fees to the City within fifteen (15) days of the close of each collection quarter.

The City landfill shall be open to the public and manned at the Contractor's expense from 8:00 a.m. to 4:00 p.m. on Monday through Saturday, but shall not be open on the following days:

New Years Day, President's Day, Independence Day (July 4th),

Veterans Day, Thanksgiving Day, the Day after Thanksgiving and

Christmas Day. Each Wednesday, during the months of April 1st through September 30, said landfill will be open from 10:00 a.m. to 6:00 p.m.. This service is available for all residents who have a current paid City Service fee receipt for normal household and landscape refuse, and a valid Drivers License. The Contractor shall be responsible for the operation of the landfill site, but the City shall be responsible for the closure of the site and the monitoring wells. The City shall provide treated water in which to maintain the landfill.

- 11. City Dumping Fee. The City shall pay the Contractor \$2.00 per cubic yard for all garbage, rubbish, etc. the City dumps at the City landfill, regardless of whether the City or the Contractor hauls the same.
- 12. Compactor. The Contractor shall obtain a compactor for the City landfill by August 1, 1995.
- 13. Changes in Fees. The City will, from time to time, consider a price adjustment to reflect changes in the cost of the Contractor's operations. The Contractor must fully justify increases in the actual cost of doing business by substantiating his request with data, such as the wholesale price index, consumer price index, price index for diesel fuel, materials,

labor and other factors which contribute to the cost of conducting its business. In addition, the Contractor may petition the City at any time for price adjustments. The City shall make the final determination of the amount of any contract price adjustment and will not unreasonably withhold approval of a contract price adjustment request.

- 14. Compensation. The City shall pay the Contractor quarterly, within fifteen (15) days of the close of each quarter. The fees paid to the Contractor shall include monies received from all City Residences as defined herein, less ten percent (10%) of the gross receipts derived from the collection of garbage which the City shall retain as the franchise fee charged to the Contractor.
- 15. Residential Accounts. The City will provide a current list of all residential accounts to the Contractor. That list containing the name, address and serial numbers of all containers assigned, will be updated monthly to coincide with the City's master list.
- 16. Compliance with Laws. The Contractor shall conduct operations under this Agreement in compliance with all applicable law.
- 17. Performance Bond. The Contractor shall maintain on file with the City a Performance Bond in the amount of \$5000.00 in favor of the City, conditioned upon the faithful performance of this Agreement and compliance with the provisions of all ordinances of the City. The bond shall indemnify the City against

- all losses resulting from any failure of performance by the Contractor not exceeding the penal sum of the bond.
- 18. Indemnity. The Contractor will indemnify, save harmless, and insulate the City, its officials, agents and employees in respect to demands, damages, costs, expenses, including attorneys fees, arising out of acts or omissions of the Contractor in the performance of this Agreement. The City reserves the right to approve counsel obtained by the Contractor for defense of any third party lawsuit or action brought against the Contractor or the City based upon such claims, demands or damages. The Contractor shall furnish to the City evidence of a current policy of insurance naming the City as a co-insured, if practicable, verifying adequate insurance to indemnify the City providing coverage of at least one million (\$1,000,000.00) dollars, for the death or injury of one or more persons and for property damage in the amount of at least one million (\$1,000,000.00) dollars. If a change in insurance coverage should occur, the Contractor shall notify the City within thirty (30) days of such change.
- 19. Assignment. Upon written request and with prior approval of the City Council, the Contractor shall have the right to assign or transfer this Agreement in any manner whatsoever including sale, lease, license as to its interest in all or any part of the Contractor's equipment or facilities that are installed or in the performance of this Agreement. The City Council may, however, deny Contractor's right to Assign without cause.

- 20. Books, Records, and Contract Confidentiality. The Contractor shall keep records of wastes collected and charges therefore, and the City shall have the right to review those records which pertain to the payments due to the Contractor; however, all information gained by the City through access to the Contractor's records shall be considered confidential and shall not be released by the City to any third parties, unless required by law or legal process.
- 21. Permits and Licenses. The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.
- 22. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be resolved by arbitration in accordance with the Commercial rules of the American Arbitration Association, and Judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof. Such controversy or claim shall be submitted to one arbitrator selected from the National Panel of the American Arbitration Association. The cost incurred in Arbitration, including administrative and arbitrator's fees, attorneys fees and expenses related to the arbitration, including but not limited to expert witness fees and costs recoverable pursuant to Nevada law shall be borne by the party designated by the Arbitrator as the loser; or if neither party is so designated because relief is awarded to both, each party shall bear their own attorneys fees, expenses and costs, and administrative and

arbitrator's fees shall be borne equally.

- 23. Standard of Performance. Garbage shall be collected from residents of the City no less than weekly. Should the Contractor fail to satisfy this requirement for one (1) week, the City may employ the services of another Contractor to fulfill that obligation and the Contractor shall be liable for the cost incurred by the City. Should the Contractor fail to collect the garbage for a period in excess of 30 days, this contract may be terminated by the City, by giving the Contractor written notice thereof and the Contractor shall have no further rights under this Agreement except payment for services previously rendered. Should the City elect to terminate this Agreement for any reason, each party reserves its right to pursue available legal remedies.
- 24. Law to Govern. This Agreement shall be governed by the laws of the State of Nevada both as to interpretation and performance.
- 25. Modification. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. The parties have the right to extend or renew the term of this Agreement by mutual written agreement at any time prior to the termination thereof.
- 26. Point of Contact. All dealings, contracts, etc., between the Contractor and the City shall initially be directed by the Contractor to the City Manager.

- 27. Illegal Provisions. If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- 28. Notice. A letter addressed and sent by certified United States mail to either party at its business address shown here above shall be sufficient notice whenever required for any purpose in this Agreement.
- 29. Attorneys Fees. In case of failure to faithfully perform the terms and covenants herein set forth, the defaulting party shall pay all costs, expenses, and reasonable attorneys fees resulting from the enforcement of this Agreement or any right arising out of such breach, including all costs, expenses and reasonable attorneys fees incurred in any bankruptcy proceeding.
- 30. Effective Date. This Agreement shall become effective and the Contractor shall begin collection of solid wastes pursuant to this contract on the <u>1st</u> day of <u>May</u> 1995.

CONTRACTOR'S REPRESENTATIVE

CITY'S REPRESENTATIVE

MESQUITE ADDENDUM 1

Addendum to City of Mesquite Solid Waste Collection Agreement Dated April 26, 1995

This addendum entered into this first day of July, 1996, by and between the City of Mesquite, hereinafter referred to as City, and Virgin Valley Disposal, Inc., hereinafter referred to as Contractor,

WITNESSETH:

WHEREAS, the City and the Contractor entered into a Solid Waste Collection Agreement dated April 26, 1995; and

WHEREAS, the parties acknowledge that each party has complied with said Agreement; and

WHEREAS, the parties recognize the need to supplement said Agreement;

THEREFORE, the parties mutually agree that the following Sections replace the corresponding Sections in the April 26, 1995 Agreement.

1. Service. All residences and commercial users within the jurisdiction of the City, located on streets, roads or thoroughfares approved by the City, County, State or Federal government, shall be provided minimum service under this Agreement. For the purposes of this Agreement, apartments shall be classified commercial. Multi family dwellings will be served by the ninety (90) gallon container automated system at the discretion of the Contractor with the concurrence of the Sanitation Director. Appeal of such administrative decisions may be made to the City Council whose decision will be final and binding upon the parties in dispute. Individuals living in multi family dwellings served by the ninety (90) gallon container automated system have the same rights to dump at the landfill as those living in single family residences in the City of Mesquite.

- 9. Disposal. All putrescent solid waste intended for disposal at the landfill shall be hauled by the Contractor, except that Commercial generators and multiple dwellings not served by the ninety (90) gallon container automated system may haul their own solid waste as permitted by applicable Mesquite Garbage Ordinances. The contractor shall abide by all rules, regulations, City Ordinances, State and Federal regulations relating to the use and maintenance of the landfill. The parties acknowledge that future enactment of City, State or Federal laws relating to the handling and disposal of solid waste or future court decisions that interpret present laws may have a substantial affect on the cost of services rendered by the Contractor to the City and may require adjustments of fees charged or services provided by the Contractor. Should any of the foregoing contingencies occur the Contractor may seek modification of fee structure and if agreement cannot be reached by the parties within forty-five (45) calendar days following receipt by the City of written notice of the request for modification, the Contractor may elect to terminate this Agreement by giving thirty (30) days additional written notice.
- A. The present monthly rate for single family residences and multiple dwellings participating in the ninety (90) gallon automated system is ten dollars (\$10.00) per month for the first container. Contractor shall be entitled to seven dollars and forty-five cents (\$7.45) of this amount. The City shall be entitled to the remainder, which includes a 10% franchise fee. If a resident requests any additional containers, the present monthly residential rate for each of those containers is six dollars and twenty-five cents (\$6.25) per month. The Contractor shall be entitled to four dollars and thirty-five cents (\$4.35) of this amount. The City shall be entitled to the remainder, which includes a 10% franchise fee. The above rates do not include the can rental fee of \$1.25 per month. (The percentage VV Disposal would receive is 74.5% of the first container charge and 69.6% for each additional container.)

The present rate the Contractor charges persons living outside of the City of Mesquite in residences, and who participate in the ninety (90) gallon automated system, is fifteen dollars (\$15.00) per container per month. The Contractor shall be entitled to ten dollars

(\$10.00); the City shall be entitled to the remainder. There shall be no franchise fee for refuse originating outside of the City of Mesquite.

- B. Commercial Users and Multiple Dwellings Not Served by the Ninety (90) Gallon Container Automated System. Due to the varying needs and requirements of commercial generators and multiple dwellings not served by the ninety (90) gallon container automated system, charges shall be negotiated between the Contractor and the Commercial generator or property owner. If agreement cannot be reached, service charges shall be set by the City Council whose decision shall be final and binding upon the parties in dispute.
- C. Container. The Contractor shall provide garbage containers of sufficient capacity for the use of all Commercial generators, multiple dwellings not served by the ninety (90) gallon container automated system and for all persons living outside of the City of Mesquite who retain the Contractor to serve their respective disposal needs. At a charge established by the Contractor, approved garbage containers will be repaired or replaced during the term of this Agreement by the Contractor, provided such containers have been used exclusively for their intended purpose. In cases where Containers have been lost, damaged, destroyed by reason of misuse or use for which they are clearly not intended, the Contractor may seek reimbursement directly from the user and may pursue its rights through appropriate judicial proceedings. However, in no event, may the Contractor refuse to provide service to residential generators served by the ninety (90) gallon container automated system. The contractor may refuse service to Commercial generators and multiple dwellings not served by the ninety (90) gallon container automated system if a claim for reimbursement is in dispute, or if a charge for services is in dispute.

All persons using the Contractor's services must provide adequate space for containers and accessibility to collection trucks in accordance with the applicable Mesquite Garbage Ordinance or the Contractor's requirements. The Contractor may refuse service to such persons who do not provide adequate space for containers or accessibility to them by

collection trucks. If agreement cannot be reached, the Sanitation Director shall make the determination and if either the property owner or the Contractor is dissatisfied, the matter may be appealed to the City Council whose decision shall be final and binding upon the parties in dispute.

Fees for dumping at the City Landfill site shall be collected by the Contractor at the rate established by the City. This rate will be set by City Ordinance, but shall be waived for those persons living within or outside the City of Mesquite in single family residences or in multiple dwellings served by the ninety (90) gallon container automated system, if identification showing the container number and/or valid driver's license is shown to the landfill operator. The parties acknowledge that the Garbage Ordinance has been amended to provide for a higher dump fee for refuse generated outside of the City of Mesquite, and that further adjustment may be needed. For refuse generated outside the City of Mesquite, the City is entitled to 100% of any increase over the present dump fee as provided by the Garbage Ordinances, payable to the City, within thirty (30) days of the end of the previous month.

For refuse originating in the city, the Contractor will pay 10% of the gross amount collected at the landfill as a franchise fee.

The Contractor will pay the City at the same rate for compacted garbage as paid for uncompacted garbage from collections at the landfill.

The City will be paid 100% of penalty fees collected at the landfill for uncovered loads or those not properly secured to prevent litter as required by City ordinance.

There shall be no franchise fee for refuse generated outside of the City of Mesquite.

The City landfill shall be open to the public and manned at the Contractor's expense

from 8:00 a.m. to 4:00 p.m. on Monday through Saturday, but shall not be open on the following days: New Years Day, President's Day, Independence Day (July 4), Veterans Day, Thanksgiving Day, the Day after Thanksgiving and Christmas Day. Each Wednesday, from April 1st through September 30, the landfill will be open from 10:00 a.m. to 6:00 p.m. The Contractor shall be responsible for the operation of the landfill site, but the City shall be responsible for the closure of the site, monitoring wells, or other post closure expense. The City shall provide treated wastewater for use in maintaining the landfill.

- 11. City Dumping Fee. The City shall pay the contractor two dollars (\$2.00) per cubic yard for all garbage, rubbish, etc. the City hauls and dumps at the landfill. The City shall pay the Contractor three dollars (\$3.00) per cubic yard for all garbage, rubbish, etc. that the City retains the Contractor to haul and dump at the landfill.
- 14. Compensation. Upon timely and proper invoicing, the City shall pay the Contractor quarterly, within thirty (30) days of the close of each quarter. The fees paid to the Contractor shall include monies received from all refuse that originates within the City from persons living within the City of Mesquite in single family residences or in multiple dwellings served by the ninety (90) gallon container automated system.

AGREED TO THIS 12 DAY OF Jun, 1996.

CONTRACTOR REPRESENTATIVE

CITY REPRESENTATIVE



ORIGINAL

ADDENDUM TO SOLID WASTE COLLECTION AGREEMENT

This Addendum ("the Second Addendum") is entered into this by and between the City of
Mesquite ("City") and Virgin Valley Disposal, Inc. ("Contractor"), hereinafter referred to as the
Parties and is legally effective when signed by the Parties below.

Witnesseth:

WHEREAS, the Parties entered into an agreement entitled: "CITY OF MESQUITE SOLII
WASTE COLLECTION AGREEMENT" ("the Agreement") on April 26, 1995; and

WHEREAS, the Parties entered into an agreement entitled: "Addendum to City of Mesquite Solid Waste Collection Agreement" ("the First Addendum") on July 1, 1996; and

WHEREAS, the Parties acknowledge that each party has fully complied with all of the terms and conditions of the Agreement and the First Addendum; and

WHEREAS, the City of Mesquite is required by law to consider implementing recycling programs for certain disposable solid waste; and

WHEREAS, the Mesquite City Council has amended the Mesquite Municipal Code to permit an amendment of the Agreement in order to enable Contractor to assist the City of Mesquite with the implementation and maintenance of a solid waste recycling program; and

WHEREAS, the City has requested Contractor to consider the establishment of a recycling program which would be available to all account holders in the service area; and

WHEREAS, it is understood by the Parties that the establishment and maintenance of a recycling program will of necessity cause the Contractor to incur additional expenses for equipment, supplies and services beyond those which are required to be borne by Contractor pursuant to the Agreement and the First Addendum; and

WHEREAS, the goal of the City Council of Mesquite is to establish and maintain a recycling program in the City of Mesquite with the least financial impact as possible on the residents of Mesquite and all account holders in the service area; and

WHEREAS, in order for Contractor to incur the expense of implementing and maintaining a community recycling program it is necessary to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the following terms and conditions, the Parties agree as follows:

- 1. Reaffirmation of Agreement and First Addendum. The Parties hereby reaffirm all of the terms and conditions of the Agreement dated April 26, 1995 and the Addendum dated July 1, 1996 to the extent that they do not conflict with the terms and conditions of this agreement. In the event of a conflict between language in this agreement and a conflicting provision in the Agreement or the First Addendum, the language in this agreement will prevail.
- 2. Purpose of Second Addendum. The purpose of this Addendum ("the Second Addendum") is to obtain the services of Contractor to implement and maintain a solid waste recycling program in the City of Mesquite. It is understood by the Parties that in order to absorb the costs involved with the implementation and maintenance of such a program, it is necessary to extend the term of Contractor's Agreement with the City. It is understood by the Parties that any account holder within the service area may transport his or her own solid waste to the Mesquite Landfill as currently permitted pursuant to the Mesquite Municipal Code. Additionally, any account holder within the service area may transport his or her own recyclable materials to either a City of Mesquite recycling center or the Mesquite Landfill so long as solid waste is separated from recyclable materials at the source before transporting the same to the Mesquite Landfill or a City recycling center. As is currently required for account holder taking his or her own solid waste to the Mesquite Landfill, any account holder within the service area transporting recyclable materials to the Mesquite Landfill or a City of Mesquite recycling center will be required to identify the exact source and location from which the recyclable materials have been hauled. It is also understood by the Parties that as with solid waste, the right of an account holder to transport recyclable materials to a City landfill or recycling center is only the right of the specific account holder for the account property in question.
- 3. Right and Obligation of Contractor to Dispose of Solid Waste and Recycled Materials. It is understood by the Parties that once solid waste and recyclable materials are placed in containers or bins for collection or at curbside they become the property of the City of Mesquite

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and they may be only thereafter be disposed of by Contractor and that Contractor by this Agreement has the right and obligation to recycle, compose, dispose of and otherwise use such solid waste or recyclable material in any lawful fashion or for any lawful purpose desired by Contractor. Any income derived by Contractor for the disposal of recycled materials will be retained by Contractor to defray the expenses incurred by Contractor for the implementation and maintenance of a solid waste recycling program.

4. Right of First Refusal. Contractor shall have the right of first refusal to provide any other exclusive services concerning solid waste, recyclable material or any other classification of waste or recyclable/reusable materials not included by the terms of the Agreement, the First Addendum or this Second Addendum. Any request by the City of Mesquite that Contractor perform services in addition to those required of Contractor by the Agreement or this Addendum shall be made subject to the terms of the Agreement, the First Addendum, this Second Addendum shall be Mesquite Municipal Code. Also, any agreement by the Parties that Contractor provide additional services will based on an agreement by the Parties to the amount of fair and adequate additional compensation for such additional services.

Contractor bearing the responsibility of implementing and maintaining a solid waste recycling program, the term of the Agreement should be extended. When signed by the Parties, Paragraph 2 of the Agreement is amended and the Agreement will begin a new term of twenty (20) years, with an option to renew for an additional twenty (20) years.

5. Extension of Term of the Agreement. The Parties agree that in consideration for the

6. Incorporation of Other Ordinances. When signed by the Parties, Paragraph 5 of the Agreement is amended by this Second Addendum. The City's Garbage Collection Ordinance, the

hereby incorporated in this Second Addendum and the Agreement by reference.

7. Compacted Garbage Rate. The Contractor will pay the City a rate of 3:1 ratio for

City's Recycling Ordinance and all other relevant provisions of the Mesquite Municipal Code are

compacted garbage as paid for garbage that is not compacted from collections at the landfill.

8. Hours and Days of Operation of Mesquite Landfill. The Mesquite Landfill shall be

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ORIGINAL

ADDENDUM TO SOLID WASTE COLLECTION AGREEMENT

This Addendum ("the Third Addendum") is entered into this by and between the City of Mesquite ("City") and Virgin Valley Disposal, Inc. ("Contractor"), hereinafter referred to as the Parties and is legally effective when signed by the Parties below.

Witnesseth:

WHEREAS, the Parties entered into an agreement entitled: "CITY OF MESQUITE SOLID WASTE COLLECTION AGREEMENT" ("the Agreement") on April 26, 1995; and WHEREAS, the Parties entered into an agreement entitled: "Addendum to City of Mesquite Solid Waste Collection Agreement" ("the First Addendum") on July 1, 1996; and WHEREAS, the Parties entered into an agreement entitled: "Addendum to City of Mesquite Solid Waste Collection Agreement" ("the Second Addendum") on June 14, 2001; and WHEREAS, the Parties acknowledge that each party has fully complied with all of the terms and conditions of the Agreement, the First Addendum and the Second Addendum; and

WHEREAS, the City of Mesquite and Contractor mutually desire to make modifications to the collection and fee relating to the Landfill Station "Dump Fee," referred to in the Agreement and the First Addendum.

NOW, THEREFORE, in consideration of the foregoing premises and the following terms and conditions, the Parties agree as follows:

1. Reaffirmation of Agreement, First Addendum and Second Addendum. The

Parties hereby reaffirm all of the terms and conditions of the Agreement dated April
26, 1995, the First Addendum dated July 1, 1996 and the Second Addendum dated

June 14, 2001 to the extent that they do not conflict with the terms and conditions of
this Addendum ("the Third Addendum"). In the event of a conflict between language

- in this agreement and a conflicting provision in the Agreement, the First Addendum or the Second Addendum, the language in this Addendum will prevail.
- 2. Purpose of Third Addendum. The purpose of this Addendum is to modify the collection and fee of the Landfill Station "Dump Fee."
- 3. Landfill Station. The Parties agree that Section 10 of the First Addendum shall be amended as follows:
- 10. Landfill Station. Collection of Refuse Outside of the City Limits of Mesquite. Fees for dumping at the City Landfill site shall be collected by the Contractor at the rate established by the City. This rate will be set by City Resolution, but shall be waived for those persons living within or outside the City of Mesquite in single family residences or in multiple dwellings served by the ninety (90) gallon container automated system, if identification showing the container number and/or valid driver's license is shown to the landfill operator. The parties acknowledge that the Garbage Ordinance has been amended to provide for a higher dump fee for refuse generated outside of the City of Mesquite, and that further adjustment may be needed. For refuse generated outside the City of Mesquite, the Contractor will pay City two-dollars and seventy-seven cents (\$2.77) per cubic yard, City is entitled to 100% of any increase over the present dump fee as provided by the Garbage Ordinances, payable to the City, within thirty (30) days of the end of the previous month. Included in this payment is the franchise fee charged by the City.

For refuse originating in the City, the Contractor will pay City 10% of the gross amount ninety-five cents (\$0.95) per cubic yard collected at the Landfill as a franchise fee, payable to the City within thirty (30) days of the end of the previous month. Included in this payment is the franchise fee charged by the City. The Mesquite City Council may modify this amount from time to time by Resolution.

The Contractor will pay the City a rate of 3:1 ratio for compacted garbage as paid for uncompacted garbage from collections at the landfill. The City will be paid 100% of penalty fees collected at the landfill for

uncovered loads or those not properly secured to prevent litter as required by City ordinance There shall be no franchise fee for refuse generated outside of the City of Mesquite.

IN WITNESS WHEREOF, the Parties have affixed their signatures and the dates of their signatures below:

THE CITY OF MESQUITE, NEVADA

VIRGIN VALLEY DISPOSAL, INC.

Jack Faught Dated:

ATTEST:

Carol Woods, City

Terrance P. Marren, City Attorney

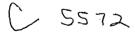


Vault Filing

Subject File	New File	
Contract	Add to Current File on Shelf	
Resolution	Add to Current File on KoVIS	
Ordinance	Scanned into KoVIS $/S_{RE}$	X
Recorded Document	·	

File Name/Comments

File 3 of 7



Wachovia Insurance Services, Inc. 300 East McBee Avenue Suite 303 (29601) Greenville, SC 29602

Tel 864 233-9626 800 338-7154



WACHOVIA INSURANCE SERVICES

February 26, 2009

Republic Silver State Disposal DBA Republic Services Attn: Cindy Geiselhart PO Box 98508 Las Vegas, NV 89193

Re:

Type of Bond: Miscellaneous Contracts

Bond Number: 105223500

Obligee:

City of North Las Vegas

Description:

Collection of Solid Waste and its Disposal

Bond Amount: \$25,000.00

Dear Cindy,

In accordance with your request, we are pleased to enclose the above referenced bond. An authorized individual of the Principal should sign and seal the bond before filing it with the proper authorities.

Please do not hesitate to contact us should you have any questions.

Sincerely,

Sarabeth Scott

Enclosures

CNLV Contract No. C- 5572

PERFORMANCE BOND Annual Form

Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183

replaces bond # 81815 effective 2/4/09

, Attorney-in-Fact

Bond N	lo. 105223500		
Principa	al, and Travelers Ca	sualty and Surety Comp as Surety, are held and	Silver State Disposal DBA Republic Services cany of America, of Hartford, Connecticut, authorized to d firmly bound unto City of North Las Vegas
			as Obligee, in the maximum penal sum of Twenty Five
of the U			Dollars (\$25,000.00), lawful mone and truly to be made we bind ourselves, our heirs, executors an
		d conditions of the Collectio	enter, into a written agreement with the Obligee to perform i on of Solid Waste and its Disposal
made a	part hereof;		erred to as the Contract), said Contract is hereby referred to an
shall we	ell and truly perform it		uch that if the above named Principal, its successors and assigns in the above mentioned Contract, then this Bond shall be void terms.
Notwiths	standing anything to th	e contrary in the Contract, t	the Bond is subject to the following express conditions:
1.	February 4, 2009 to F continuation certificat decision not to issue bond or other security	February 4, 2010 The Bor te for additional periods fr a continuation certificate, n	Bond, this Bond shall be effective for the definite period of and may be extended, at the sole option of the Surety, by the expiry date hereof. However, neither: (a) the Surety for (b) the failure or inability of the Principal to file a replacement exercises its right to not renew this Bond, shall itself constitute for any extension thereof.
2 .		force or the number of co	g April 3, 2011 Regardless of the number of continuation certificates issued, this Bond shall not be extended nrenewed pursuant to paragraph 1 above.
3.	on this instrument unl	or proceeding, except as he less such claim, action, suit or expiration of the bond tel	ereinafter set forth, shall be had or maintained against the Suret t or proceeding is brought or instituted upon the Surety within one orm.
4.	liability of the Surety		s in force or the number of continuation certificates issued, the amounts from period to period and shall in no event exceed the
5.			payment, made under this Bond shall be made in writing to the and or request for payment must be made prior to the expiry date
	Surety Address:	Travelers Casualty and S One Tower Square, 4PB Hartford, CT 06183 Attn: Bond Claim	Surety Company of America
6.	If any conflict or incorand as described in the	nsistency exists between the underlying Contract, then	ne Surety's obligations or undertakings as described in this Bond in the terms of this Bond shall prevail.
SIGNED), SEALED AND DATE	ED this 4th day of	February 2009 Republic Silver State Disposal DBA Republic Services By: Novem E. Duller Acad Resident Principal
		MARIELLICE WELLICE WANTER	Travelers Casualty and Surety Company of America



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

217751

Certificate No. 002771999

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Johanne S. Puckett, John C. Puckett, and Sarabeth Scott

of the City ofGreenville		State of				and lawful Attorney	
each in their separate capacity if other writings obligatory in the	f more than one is named above, to nature thereof on behalf of the C	o sign, execute, seal Companies in their b	and acknowledge usiness of guara	e any and all bond nteeing the fideli	ds, recognizance ty of persons, gu	s, conditional under paranteeing the perf	takings and formance of
contracts and executing or guara	inteeing bonds and undertakings r	equired or permitted	Pin any actions of	r-proceedings allo	owed by law.		
		MAINSON!	C 11/4 18/	W.		. 14th	
IN WITNESS WHEREOF, the	e Companies have caused this inst 2006 Farmington Casualty Compa Fidelity and Guaranty Insur Fidelity and Guaranty Insur Seaboard Surety Company	rument to be signed	and their corpor	ate seals to be her	reto affixed, this	1401	
	Formington Casualty Comp	ORIGINATION IN	TOTER	St. Paul Guard	dian Insurance	Company	
	Fidelity and Guaranty Insur	ance Company O	. Inc.	St. Paul Mercu Travelers Casi	ury Insurance C	Company V Company	
	Seaboard Surety Company St. Paul Fire and Marine Ins	surance Company	,	Travelers Casu United States	ualty and Surety	y Company of Ame aranty Company	erica
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State of Connecticut		. '	By:	Lee	y Hothe	mpre	-2067
City of Hartford ss.		·		George	Thompson, Senic	or Vice President	Tolk artiful
On this the14th	_day ofSeptember	,	, before me perso	nally appeared Ge	eorge W. Thomps	son, who acknowled	lged himself
Seaboard Surety Company, St.	of Farmington Casualty Compar Paul Fire and Marine Insurance	ny, Fidelity and Gu Company, St. Paul	aranty Insurance Guardian Insura	Company, Fideli nce Company, St	ity and Guaranty t. Paul Mercury	y Insurance Underv Insurance Compan	vriters, Inc., y, Travelers
	Travelers Casualty and Surety Co e foregoing instrument for the purp						

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault Notary Public

58440-5-07 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this Hu day of Lebuce

_, 20 0

Kori M. Johanson Assistant Secretary





















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Sonya Goetz Andolina, Barbara

To: Date:

2/25/2009 10:20 am

Subject:

Fwd: RE: North Las Vegas Bond

FYI - regarding the Republic Services bond!

>>> "Coyle, Bob" <CoyleB@repsrv.com> 2/25/2009 9:30 AM >>> Yes, we ordered a new one yesterday and it's supposed to be here by Friday. We will scan a copy as soon as we receive it and then mail the original to you.

Bob Coyle
Vice President
Public Affairs/Government Relations
Republic Services of Southern Nevada
770 E. Sahara Avenue
Las Vegas, Nevada 89104
(O) (702) 599-5501
(F) (702) 599-5585
(C) (702) 283-0444
(H) (702) 255-6470
E mail coyleb@repsrv.com

----Original Message----

From: Sonya Goetz [mailto:GoetzS@cityofnorthlasvegas.com]

Sent: Tuesday, February 24, 2009 11:09 AM

To: Coyle, Bob

Subject: Re: North Las Vegas Bond

Bob,

Any word on the bond??

Thanks, Sonya 633-1016

---- Original Message -----

From: Sonya Goetz < GoetzS@cityofnorthlasvegas.com >

To: Coyle, Bob

Cc: Barbara Andolina < Andolina B@cityofnorthlasvegas.com >; Michelle

Bailey-Hedgepeth < BaileyME@cityofnorthlasvegas.com >

Sent: Thu Feb 19 19:49:44 2009 Subject: North Las Vegas Bond

Bob,

According to Section XII of the our franchise agreement, "The Contractor shall at all times keep on file with the City Clerk of the City of North Las Vegas a surety bond, or cash, or its equivalent, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), to be in a form acceptable to the City Clerk to insure the collection of solid waste and its disposal...".

The City Clerk's office received the attached letter from Frontier Insurance Company indicating the bond (No. 81815) has been replaced. The problem is that the Clerk's office has not yet received said replacement bond.

Would it be possible for you to look into this for me so that we can ensure that there is no lapse in your bond?

Sonya Goetz Coyle, Bob

To: Date:

2/19/2009 4:49 pm

Subject:

North Las Vegas Bond

CC:

Andolina, Barbara; Bailey-Hedgepeth, Michelle

C SS72

Bob,

According to Section XII of the our franchise agreement, "The Contractor shall at all times keep on file with the City Clerk of the City of North Las Vegas a surety bond, or cash, or its equivalent, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), to be in a form acceptable to the City Clerk to insure the collection of solid waste and its disposal...".

The City Clerk's office received the attached letter from Frontier Insurance Company indicating the bond (No. 81815) has been replaced. The problem is that the Clerk's office has not yet received said replacement bond.

Would it be possible for you to look into this for me so that we can ensure that there is no lapse in your bond?

Please feel free to contact me at 633-1016 with any questions.

Also, for your convenience, I have attached the current franchise agreement.

Thank you for your cooperation, S.

Sonya Goetz

To:

Andolina, Barbara 2/19/2009 4:31 pm

Date: Subject:

Fwd: Re: Silver State Disposal, Inc.

Barbara,

I'm finally getting around to emailing Republic Services on this bond issue. However, I wanted to check with you one last time to find out if you have received the 'replacement bond'.

Please advise...thanks!

S.

>>> Barbara Andolina 2/11/2009 10:54 AM >>>

The letter does imply that the bond was replaced, but I have not seen anything come through on my desk. So at this point we only have the Bond No. 81815.

>>> Sonya Goetz 2/11/2009 10:19 am >>>

Barbara,

One more question. The letter indicates that bond number 81815 was replaced. Is this true? And if so, was the bond issued in the proper amount and by whom??

Please advise at your convenience. I think it would be better for me to have this information before I contact Republic Services.

Thanks again!

S

>>> Barbara Andolina 2/11/2009 9:07 AM >>>

Sonya,

Please see attached notice from Frontier Insurance advising that Bond No. 81815 (\$25,000) will be closing their bond. I'm not sure what to do with this. We will of course file the original letter if the Franchise agreement, but I wanted you to see. The attached file contains the Letter we received and I made a copy of the Bond that was in our files.

Please advise if anything additional needs to happen on this.

Thanks, Barbara

Barbara A. Andolina Deputy City Clerk City of North Las Vegas TN 702-633-1030, ext 3916 Fax 702-649-3846

Email: andolinab@cityofnorthlasvegas.com



February 4, 2009

City of North Las Vegas 2200 Civic Center Drive North Las Vegas, Nevada 89030

RE: Principal: Silver State Disposal Service. Inc.

Surety Bond No: 81815

Description: Refuse removal contract

Dear Sir/Madam:

We have been advised that our bond No. 81815 was replaced.

If we do not hear from you to the contrary within the next 45 days, we will be closing our bond No. 81815 effective June 21, 1998. All obligations under said bond will be deemed to be satisfied.

Sincerely,

Karen-Linsky

Surety Underwriting Department

Extension 5278



INSURANCE COMPANY OF NEW YORK

MONTICELLO, NEW YORK (A Stock Company)

KNOW ALL MEN BY THESE PRESENTS:

That SILVER STATE DISPOSAL SERVICE, INC.

(hereinafter called Principal), as Principal, and the FRONTIER INSURANCE COMPANY OF NEW YORK, a corporation of the State of New York, with its Executive Office in Monticello, New York, (hereinafter called Surety), as Surety, are held and firmly bound unto CITY OF NORTH LAS VEGAS, NEVADA

(hereinafter called Obligee), in the full and just sum

of TWENTY-FIVE THOUSAND AND NO/100------- Dollars (\$ 25,000.00-------

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 28TH

JUNE

, 19 95 .

WHEREAS, the Principal has entered into a certain written contract, dated the

day of

JUNE

. A.D. 19 95 , with the Obligee for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent

- 1. That the Obligee shall laithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2. That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Executive Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4. That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5. All suits at law or proceedings in equity to recover on this bond must be instituted within twieve months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

KREG KOEHLER

NEVADA RESIDENT AGENT

SILER STATE DISPOSAL SERVICE. INC.

FRONDER INSURANCE DOMPANY OF NEW YORK

Sonya Goetz

To:

Andolina, Barbara 2/11/2009 10:16 am

Date: Subject:

Re: Silver State Disposal, Inc.

Barbara,

YOU are the best!!

Thank you for letting me know.

I will contact Republic Services to find out what they intend on doing.

Thanks again,

S.

>>> Barbara Andolina 2/11/2009 9:07 AM >>>

Sonya,

Please see attached notice from Frontier Insurance advising that Bond No. 81815 (\$25,000) will be closing their bond. I'm not sure what to do with this. We will of course file the original letter if the Franchise agreement, but I wanted you to see. The attached file contains the Letter we received and I made a copy of the Bond that was in our files.

Please advise if anything additional needs to happen on this.

Thanks, Barbara

Barbara A. Andolina Deputy City Clerk City of North Las Vegas TN 702-633-1030, ext 3916

Fax 702-649-3846

Email: andolinab@cityofnorthlasvegas.com

INCEPTION DATE (YYYYMMDD)	19950621
DOC TYPE	CONTRACT
NUMBER	5572
SUBJECT	GARBAGE FRANCHISE
CONTRACTOR	REPULIC SERVICES (SILVER STATE DISPOSAL)
EXPIRATION DATE	20060403



October 13, 2005

Gregory Rose City Manager City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030 Sent Via Registered Mail

Dear Gregory,

In accordance with Section II of the Refuse Removal Agreement between the City of North Las Vegas and Republic Silver State Disposal, Inc. dated April 3, 1996 Republic Silver State Disposal, Inc. is required to give the City notice of its intent to renew the contract for a term of 5 years from April 3, 2006 through April 2, 2011. This letter will serve to notify the City of North Las Vegas that we want to renew the contract for the period April 3, 2006 through April 2, 2011.

We look forward to continuing to provide solid waste collection and recycling services to the residents and businesses of North Las Vegas. We intend to provide the outstanding level of service the City has come to expect from us, a level of service that will continue to make North Las Vegas a great place to live, work and play.

Sincerely,

Bob Coyle

Area President

cc: David Bereskin

Mayor Michael L. Montandon

Council Members William E. Robinson Stephanie S. Smith Shari Buck Robert L. Eliason



Your Community of Choice

City Manager's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89030 Telephone: (702) 633-1005 • Fax: (702) 633-1339 • TDD: (800) 326-6868 www.cityofnorthlasvegas.com

October 24, 2005

Bob Coyle Area President Republic Services 770 E. Sahara Avenue Las Vegas, NV 89104

Dear Bob:

I am in receipt of your letter dated October 13, 2005, in which you express your desire to renew the Refuse Removal Agreement between the City of North Las Vegas and Republic Silver State Disposal, Inc. This letter is to advise you that Public Works Director Jim Bell will be my designee to work with you in the renewal process. If you have questions or concerns regarding this letter, please don't hesitate to contact me at the above number.

Sincerely,

Gregory E. Rose City Manager

GER/jaw

c: Jim Bell

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PS Form 3811, August 2001 Domestic Re	2. Article Number (Transfer from service label)		M. V.V. NV 89030	Character atto A. to fall	City manager	Gregory Rose	1. Article Addressed to:	Attach this card to the back of the mailpiece, or on the front if space permits.	Print your name and address on the reverse	Complete items 1, 2, and 3. Also complete	SENDER: COMPLETE THIS SECTION
Domestic Return Receipt 102595-02-M-1035	1280015105	4. Restricted Delivery? (Extra Fee) ☐ Yes	☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.	3. Service Type ☐ Certified Mail ☐ Express Mail		OCT 17 2005	If YES, enter delivery address below:	B. Hegayed by (Figured Name) C. Date of Derivery	A	A. Signature	COMPLETE THIS SECTION ON DELIVERY

10/13/05 03:34PM	ויז
Store USPS Trans 13 Wkstn sys5007 Cashier Kl Cashier's Name PHIL Stock Unit Id WINPHIL PO Phone Number 800-275-87 USPS # 3148830016	FV7K0
1. First Class Destination: 89030 Weight: 1.00 oz. Postage Type: PVI Total Cost: 9.62 Base Rate: 0.37 SERVICES Registered Mail 7 RA829380491US Rtn Recpt (Green Card) 1	9.62 7.50
Subtotal Total	9.62 9.62
Cash Change Due Cash	20.00 10.38

Number of Items Sold: 1

Thank You
Have & Nice Nav!

INCEPTION DATE

(YYYYMMDD)

19480706

DOC TYPE

FRANCHISE

NUMBER

05572

SUBJECT

GARBAGE

CONTRACTOR

SOUTHERN NEVADA DISPOSAL

DISPOSAL TRANSPORTATION, INC.

SILVER STATE DISPOSAL

REPUBLIC SERVICES

EXPIRATION DATE

20060403

AGREEMENTS

19591001 - NAME CHANGE TO

DISPOSAL TRANSPORTATION

19890401 - ASSIGNMENT TO SILVER STATE DISPOSAL SERVICE, INC.

19970806 - ASSIGNMENT TO

REPUBLIC SILVER STATE

RATE INCREASES

BOND AND INSURANCE

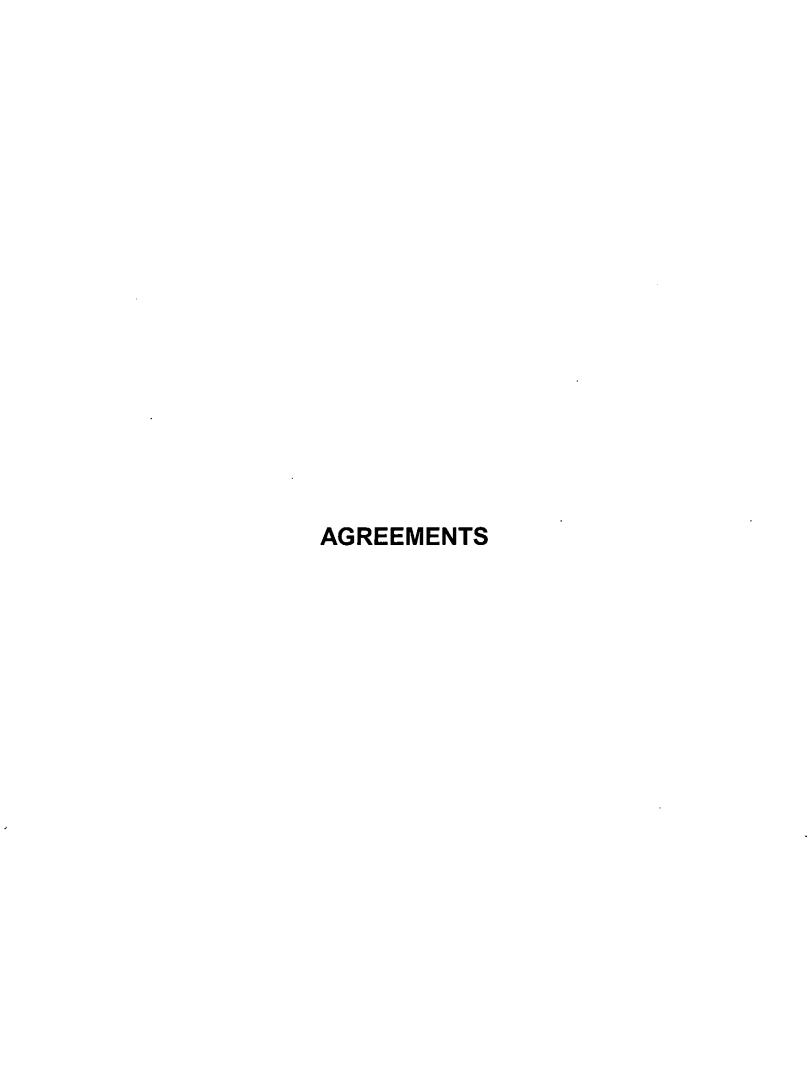
INFORMATION

MISCELLANEOUS CORRESPONDENCE

COUNCIL MINUTES

PUBLICATION AFFIDAVITS AND

NEWSPAPER ARTICLES



NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Approved AUG 0 6 1997

Number:

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ACQUISITION OF SILVER STATE DISPOSAL SERVICE, INC. ASSETS BY REPUBLIC INDUSTRIES, INC. AND CORRESPONDING ASSIGNMENT OF CONTRACTS.

REQUESTED BY:

John Moran, Jr., Attorney for and on behalf of Silver State Disposal Service, Inc.

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council consider the subject transaction, after a presentation by Silver State representatives, and authorize the Mayor to sign appropriate documents pending review by the City Attorney.

FISCAL IMPACT: None on the basis of this action.

STAFF COMMENTS AND BACKGROUND INFORMATION:

By letter of July 30, John Moran, Jr. requested that the subject transaction be placed on the next immediate agenda for consideration and approval.

Representatives of Silver State will make a presentation explaining the transaction and assuring that the current excellent level of service will be maintained and that all contractual responsibilities will continue to be fulfilled.

The City Council will be asked to approve the assignment of Silver State's contract with the City and authorize the Mayor to sign a form to that effect. The form was not available at the time the agenda was prepared. It should, however, be available prior to the City Council meeting.

The City currently has contracts effectively allowing Silver State Disposal Service to provide refuse removal in North Las Vegas through 2018. The current contract expires December 31, 1997. A ten-year contract (effective January 1, 1998) was approved by the City Council at its meeting of June 21, 1995. The latter further provides for two five-year renewal options.

PREPARED BY:

Vytas Vaitkus

Finance Director

CITY MANAGER APPROVAL:

CITY COUNCIL **MEETING DATE:**

8-6-97



OFFICE MEMO

To:

Vytas Vaitkus, Finance Director

From:

Eileen M. Sevigny, City Clerk 4%

Subject:

COUNCIL ACTION

Date:

August 7, 1997

At last night's meeting, Council authorized the Mayor to sign the appropriate documents for the acquisition of Silver State Disposal Service, Inc. assets by Republic Industries, Inc. pending review by the City Attorney.

:ks

ASSIGNMENT OF REFUSE REMOVAL CONTRACT

Silver State Disposal Service, Inc. ("SSDS"), a Nevada corporation, with its principal office at 770 East Sahara Avenue, Las Vegas, Nevada 89104, as "Assignor," hereby assigns, transfers and conveys all of its rights, title, interest and obligations in and to that certain Refuse Removal Contract, dated April 3, 1996, as amended, between the City of North Las Vegas, Nevada, and SSDS (the "Contract") to Republic Silver State Disposal, Inc., a Nevada corporation and wholly-owned subsidiary of Republic Industries, Inc., ("Republic"), a Delaware corporation, with its principal office at 450 East Las Olas Boulevard, Ft. Lauderdale, Florida 33301, as "Assignee," effective as of the closing of the transactions contemplated in the Asset Purchase Agreement dated July 29, 1997, which has been ratified and approved by the Boards of Directors of SSDS and Republic.

Dated: August <u>27</u>, 1997

SILVER STATE DISPOSAL SERVICE, INC.

Joseph L. Anstett, President

ATTEST:

Thomas A. Isola, Secretary

ACCEPTANCE OF ASSIGNMENT

Assignee hereby accepts the above Assignment and agrees to assume and faithfully perform all of the obligations and duties as set forth in the Contract and to be bound by the terms of the Contract.

Dated: August $\frac{27}{2}$, 1997

REPUBLIC SILVER STATE DISPOSAL, INC.

Harris W. Hudson, President

ATTEST:

James O. Cole, Secretary

CONSENT

The City of North Las Vegas, Nevada, by Majority vote of its City Council, has approved of and hereby consents to the transfer of all rights, duties and obligations under the existing Contract with SSDS to Republic.

Dated: August 6th, 1997

CITY OF NORTH LAS VEGAS

Michael L. Montandon, Mayor

Attest:

2



OFFICE MEMO

To: Gary Holler, Director of Public Works

From: Eileen M. Sevigny, City Clerk 98

Subject: COUNCIL ACTIONS

Date: August 7, 1997

At last night's meeting, Council considered the following items. Actions are as follows:

- 1. The Hartke and Valley View Parks Lighting Improvements were accepted for maintenance and the Notice of Completion was authorized for filing.
- 2. Amendment No. 2 to the Professional Engineering Services Agreement with Black & Veatch for Construction Management and Inspection Services for the "A" Channel Sewer Interceptor Project was approved was a total authorization increase not to exceed \$289,364.
- 3. Utility Easement for water facilities located on private property at Owens Avenue and Lamb Boulevard was accepted.
- 4. Amendment No.2 to the Professional Engineering Services Agreement with Carter & Burgess, Inc. for construction management and inspection services for the 2145 Zone Pumping Station Addition Project was approved with a total authorization increase not to exceed \$135,710.
- 5. The connection to Nevada Power's Fiber Optic Network was approved in the amount of \$186,130.
- 6. The easement to Wells Fargo Bank for an access road to Stocker Street from Owens Avenue was granted.
- 7. The purchase of 1.42 acres of land from Kunkel Family Trust for North 5th Street was approved.
- 8. The acquisition of Silver State Disposal Service, Inc. assets by Republic Industries Inc. and the corresponding assignment of contracts was approved.
- 9. Carlton Square Inlet/Outlet Pipeline Project, Bid No. 991, was awarded to Tab Contractors, Inc. in the amount of \$1,489,194.

Gary Holler Page 2 August 7, 1997

- 10. Bid No. B-992 to purchase a motor grader for the Public Works Department Street Division from Blaine Equipment Company, Inc., was approved in the amount of \$141,187.
- 11. The Central Reservoir Addition Project, Bid No. B-996, was awarded to Contri Construction Company in the amount of \$2,148,375.
- 12. Resolution No. 1961, endorsing and partnering with the Las Vegas Urban Resources Partnership was passed and adopted and the Mayor was authorized to sign a working agreement between participating agencies.

:ks



August 8, 1997

Hand Delivered

Eileen M. Sevigny, City Clerk City of North Las Vegas City Hall 2200 Civic Center Drive North Las Vegas, NV 89030

Re: Assignment of Silver State Disposal Service, Inc. ("SSDS") Refuse Removal Contract

Dear Ms. Sevigny:

Enclosed herewith, please find two originals of the aforementioned Assignment for execution by you and Mayor Montondan.

As you will recall, assignment of the Refuse Removal Contract was unanimously approved by the City Council at its August 6 meeting.

Please contact my office after this document has been fully executed, and I will send a runner over immediately for pickup. I will forward one of the originals back to your office after I have obtained the remaining signatures.

Should you have any questions concerning the above, the enclosed, or this matter in general, please do not hesitate to give me a call at 734-5427. On behalf of the Boards of Directors of SSDS and Republic Industries, Inc., I want to extend my sincere thanks to the City Council and staff for their assistance in expediting this matter.

Sincerely,

Robert A. Groesbeck

General Counsel

RAG/kl Enclosures

xc: Steve Kalish

Linda Hinson, City Manager (with enc.)



CONTRACT DOCUMENTATION CHECKLIST

Contract Name: Assignment & Silver	State Dis	posal
Contract No: F-0002		7
Department: Finance		
Date Approved: 8/6/97		
DOCUMENT:	REQUIRED:	RECEIVED:
NLV BUSINESS LICENSE		
GENERAL LIABILITY INSURANCE		
AUTOMOBILE LIABILITY INSURANCE		
SIIS / WORKERS COMPENSATION		
PROFESSIONAL LIABILITY INSURANCE		
EMPLOYER'S LIABILITY INSURANCE		
ERRORS & OMISSIONS INSURANCE		
BUILDERS' ALL RISK	<u> </u>	
PERFORMANCE BOND		
PAYMENT BOND	1	<u> </u>
GUARANTY BOND		<u> </u>
SUBCONTRACTOR'S AFFIDAVITS		<u> </u>
CONTRACT DOCUMENTS FOR EXECUTION	✓	
CHANGE ORDER		<u> </u>
Finance Director: Approval		
SPECIAL INSTRUCTIONS:		
Papublic Iton State Dioposol, Inc. Pres. and Sic. names conform to	custal 7/9	197.
	7	
I prepared the subject a jenda	tem	- what
do you tunk I'V say ?		
	M40	

OK FOR SIGNATURE : OK FOR SIGNATURE : Deputy City Attorney

Ok for signature: Vytos Vaitkus

9/4 bully great bu



September 9, 1997

Hand Delivered

Eileen M. Sevigny, City Clerk City of North Las Vegas City Hall 2200 Civic Center Drive North Las Vegas, NV 89030

Re: Assignment of Silver State Disposal Service, Inc.

("SSDS") Refuse Removal Contract

Dear Ms. Sevigny:

Enclosed herewith, please find a fully executed original of the aforementioned Assignment for the City of North Las Vegas.

Sincerely,

Robert A. Groesbeck, General-Counsel

RAG/kl

Enclosure

xc: Steve Kalish

Linda Hinson, City Manager

8/13/97 Original to City Clesk's Office.

Moran & Associates

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
ATTORNEYS AT LAW

630 SOUTH 4TH STREET SUITE 400 LAS VEGAS, NEVADA 89101

JOHN T. MORAN, JR.
JILL M. LYNNE
MARK J. McGANNON
DAVID T. SPURLOCK, JR.
LEW BRANDON, JR.
JAMES C. GALLO, JR.

TELEPHONE (702) 384-8424

TELECOPIER (702) 384-6568

July 30, 1997

Ms. Linda Hinson
City Manager
City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, Nevada 89030

RE: SILVER STATE DISPOSAL SERVICE, INC. ASSETS
ACQUISITIONS/MERGER REPUBLIC INDUSTRIES, INC.

Dear Linda:

It was a pleasure to have the opportunity to meet with you this date together with Mr. Steve Kalish and Mr. Bob Groesbeck concerning the above mentioned transaction. This exciting development will ensure the continued contractual service to Silver State Disposal Service, Inc.'s customers in all municipalities in the entire area of our agreements. The ability to service our customers is of paramount value and under the agreement entered into with Republic Industries, the current excellent level of commercial and residential service will be maintained and all contractual responsibilities, duties, and obligations will continue to be fulfilled.

As we further discussed, it is essential that this matter be placed before the City Council for approval of the assignment of the franchise agreement without any delay. We would appreciate this matter coming before the Council on its next immediate Council date of August 6, 1997 for consideration. One of the primary reasons for this immediate hearing is not only a continuation and smooth transition of company services and operations, but also necessitated by the acquisition of documents and deadlines contained therein. The agenda item proposed language should include, subject to your approval, the following:

"Silver State Disposal Service, Inc. assignment of contracts/Republic Industries, Inc. acquisition of assets and merger"

Ms. Linda Hinson July 30, 1997 Page 2

On behalf of Silver State Disposal Service, Inc., its Officers, and employees, your cooperation from the City Council is greatly appreciated and accommodating our time schedule and timely placing this on the City's agenda for its August 6th meeting.

Should you have any questions, please do not hesitate to contact me personally, or Mr. Groesbeck and Mr. Kalish as you deem appropriate. I remain,

Very truly yours,

John T. Moran, Jr.

JIM/dfn

cc: Mr. Bob Groesbeck

Mr. Steve Kalish

NOTE TO FILE:

THE LATEST SILVER STATE DISPOSAL AGREEMENT REFERENCES ATTACHMENTS A & B. THESE ARE NOT INCLUDED IN THE CONTRACT BECAUSE THIS IS NOT PUBLIC INFORMATION. SILVER STATE IS NOT A PUBLICLY TRADED CORPORATION AND AS SUCH, FINANCIAL INFORMATION IS NOT TO BE MADE PUBLIC.

KS

Mayor James K. Seastrand

Councilmen
Theron H. Goynes
Mary J. Kincaid
William E. Robinson
John K. Rhodes



City Manager Linda Hinson

City Clerk
Eileen M. Sevigny, CMC

City of North Las Vegas

2200 Civic Center Drive • North Las Vegas, Nevada 89030-6307 Telephone: (702) 649-0288 • Fax: (702) 649-3846

April 9, 1996

Mr. Joseph Anstett, President Silver State Disposal Service, Inc. P.O. Box 98508 Las Vegas, NV 89193-8508

SUBJECT: REFUSE REMOVAL AGREEMENT

Dear Mr. Anstett:

At the April 3, 1996 meeting, the North Las Vegas City Council approved the above noted agreement. Enclosed is a fully executed agreement for your file.

Should you have any questions regarding this matter, please feel free to contact Mr. Emmett Lally, Deputy City Attorney, at 649-0234.

Sincerely,

Eileen M. Sevigny, CMC

City Clerk

EMS/ks

interoffice MEMORANDUM

to:

Vytas Vaitkus, Finance Director

from:

Eileen M. Sevigny, CMC, City Clerk

subject:

COUNCIL ACTION

date:

April 4, 1996

At last night's meeting, Council reviewed the following items. Actions are as follows:

- 1. The Refuse Removal Agreement with Silver State Disposal Service, Inc. was approved.
- 2. Ordinance No. 1186, amending Ordinance No. 1071, by defining and clarifying the nonprofit and charitable organizations eligible for water rate reductions was introduced. Final action is set for April 17, 1996.
- 3. Resolution No. 1864, authorizing the sale of bonds for water and sewer utility system improvements in the amount of \$15,000,000 was stricken from the agenda.

/ks

CONTRACT DOCUMENTATION CHECKLIST

contract name: 5,1 ver	Stale	Dispo	sal Contr	act	
CONTRACT NO: Franchis	<u>e</u>				
DEPARTMENT:					
DATE APPROVED: 4/3/9	<u> </u>				-
' /					
DOCUM	IENT:		REQUIRED:	RECEIVED:	
NLV BUSINESS LICENSE					
GENERAL LIABILITY INSUI	RANCE			 	
AUTOMOBILE LIABILITY I	NSURANCE	· · · · · · · · · · · · · · · · · · ·		 	
SIIS / WORKERS COMPEN	ISATION				
PROFESSIONAL LIABILITY	'INSURANCE				
EMPLOYER'S LIABILITY					
ERRORS & OMISSIONS IN	SURANCE				
BUILDERS' ALL RISK					
PERFORMANCE BOND					
PAYMENT BOND					
GUARANTY BOND					
SUBCONTRACTOR'S AFFIE	DAVITS			· · · · · ·	
CONTRACT DOCUMENTS F	OR EXECUTIO	N			
CHANGE ORDER		1			
SPECIAL INSTRUCTIONS:					
				<u> </u>	
OK FOR SIGNATURE:City Cle	rk	OK FOR	SIGNATURE: 2	City Attorney	_

REFUSE REMOVAL AGREEMENT

THIS AGREEMENT, made and entered into this <u>Bil</u> day of <u>Opril</u>, 1996, by and between the City of North Las Vegas, a municipal corporation of the State of Nevada (hereinafter called the "City") and Silver State Disposal Service, Inc., a Nevada corporation (hereinafter called the "Contractor");

WITNESSETH:

WHEREAS, the Contractor is the successor-in-interest to all of the rights of Disposal Transportation, Inc., a Nevada corporation, granted pursuant to that certain Contract entered into between the City and Disposal Transportation, Inc., dated the 4th day of January, 1978, and all of the rights, title and interest of said Disposal Transportation, Inc., having been assigned to the Contractor herein on or about the 15th day of February, 1989; and

WHEREAS, said Contract provided that the term thereof was to commence on the 1st day of January, 1978 and was to continue for a period of ten (10) years, and shall be renewable for two (2) terms of five (5) years upon written notice to the City at least one hundred twenty (120) days prior to the expiration of said period of years; and

WHEREAS, the Contractor duly exercised its option to renew said Contract for said additional five (5) year term by letter to the City dated June 18, 1987; and

WHEREAS, the Contractor duly exercised its option to

renew the Contract for said additional five (5) year term by letter to the City dated June 8, 1992; and

WHEREAS, the City desires to provide adequate, economical and efficient services to the inhabitants of the City relating to the collection and disposal of garbage and other waste to promote the general welfare of those inhabitants; and

WHEREAS, the Contractor has been collecting and disposing of garbage and other waste within the City in an adequate, economical and efficient manner for a considerable number of years; and

WHEREAS, it is the mutual desire of the parties to renew and continue their relationship and therefore promote the general welfare of the inhabitants of the City.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I.

The Contractor shall collect and dispose of garbage, rubbish, dirt and small dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings within the corporate boundaries of the City.

II.

This Agreement shall commence as of the Brd day of prid , 1996, and shall continue for a period of ten (10)

years, and shall be renewable for two (2) terms of five (5) years each at the option of the Contractor upon the same terms and conditions described herein, provided (1) the Contractor is not then in breach of this Agreement, and (2) provided the Contractor gives notice of such election to the City in writing at least four months, but not more than nine months, prior to the expiration of this Agreement. This Agreement may be canceled by the Contractor with one hundred eighty (180) days' written notice to the City.

III.

Garbage collections from places of business and public buildings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered and paid for by each place of business or public building; garbage collection from residences and multiple dwellings shall be made twice each week.

IV.

at the Apex Regional Landfill presently in operation in Clark County, Nevada, or at whatever landfill site may be furnished by or to the Contractor (provided that any such alternate dump ground must be approved by the City) and the route to be travelled to and from the landfill site shall be subject to approval of the City Council. The Contractor agrees to maintain the said landfill in accordance with all appropriate rules, regulations or ordinances of

the City, the County of Clark, and the Clark County District Board of Health. The Contractor further agrees to dispose of wet garbage, and to accept sole responsibility for the same and hold the City harmless from all claims, demands or otherwise.

v.

The Contractor shall have the exclusive right and agrees to make solid waste collections and provide services at the service levels and rates for the solid waste service areas herein delineated and as specified within this Agreement and subject to the provisions in Resolution No. 1724 of the City dated March 16, 1994 and amendments thereto. All solid waste so collected shall be hauled to authorized transfer stations, landfills, recycling facilities, or such other facilities which may be authorized by the City Council and agreed to by the Contractor. The routes requested by the Contractor to be travelled within the city limits of the City to and from transfer stations and landfills or other authorized facilities shall be subject to agreement by the Contractor and approval by the City.

VI.

The Contractor shall have the right to and agrees to make available within the areas specified within this Agreement an exclusive environmental Curbside Recycling Collection Program and an exclusive Household Hazardous Waste Collection Program for its residential customers. Under these programs:

- a. The Contractor shall make collections of recyclable materials from residences bi-weekly on regularly scheduled solid waste pickup days as designated by the Contractor. Curbside recycling collections shall be not less than two weeks apart. Recyclable materials collected shall include but not be limited to tin and aluminum cans, newspapers and magazines, glass and plastic bottles, cardboard (if broken down and stacked) and used or waste motor oil in containers provided by the customers, that do not leak and are not more than one (1) gallon capacity. Additional recyclable materials may be accepted at future dates. Recyclable materials collected under curbside recycling program provisions of this Agreement shall not be deposited in any landfill or other disposal site without specific approval of the City.
- b. All recyclable material so collected shall be hauled to the Contractor's Recycling Center. In addition, selected loads of commercial solid waste may be transported in collection trucks to the Contractor's Recycling Center, at the Contractor's discretion. The recyclable materials shall then be separated and the remaining refuse shall then be hauled to a solid waste transfer station or the Apex Landfill, or such other facilities as may be requested by the Contractor and approved by the City Council for disposition. The routes to be travelled within the City between the Contractor's Recycling Center, Transfer Stations, and the disposal site or sites shall be subject to agreement by the

Contractor and approval by the City.

The Contractor shall provide for and have the exclusive right for collection of household hazardous waste from residents. Collection shall be offered at least four (4) times per year for one (1) day during the second week of January, April, September, and November. Household hazardous waste that shall be accepted, up to five (5) gallons or forty (40) pounds per household per period, shall include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, and used or waste motor oil or other acceptable household hazardous waste. Waste that shall not be accepted includes radioactive materials, explosives, water reactives, compressed gases, business or commercial waste, infectious waste, unlabeled/unknown materials, or other materials or products as may, due to safety, health, or similar concerns, be designated by governmental authority and agreed to by the Contractor as unacceptable household hazardous waste items. The Contractor shall accept household hazardous waste materials at collection locations established by the Contractor, and shall inform customers of the dates, times and locations of pickups either by mail or by announcements in the local media.

. . .

VII.

The Contractor shall maintain and operate its Silver State Recycles Nevada recycling facility in the City for the duration of this Agreement unless the facility shall be closed by an act of God, or other unforeseen act or condition necessitating closure beyond the control of Contractor.

VIII.

The Contractor shall have the exclusive right to collect garbage during the period this Agreement is in force; except in instances whereby under the provisions of this Agreement, the Contractor is not required to make any collections. The Contractor acknowledges that he has read all the ordinances and amendments thereto of the City pertaining to the method of collecting garbage, and the rates charged therefor, and agrees to abide by such ordinances.

IX.

The Contractor shall cause to be performed an annual financial audit in accordance with generally accepted auditing standards as of and for the year ended September 30 to be conducted by a licensed Certified Public Accountant selected by the Contractor. Such audit shall contain financial statements and note disclosures in conformity with generally accepted accounting principles. In conjunction with this audit, the auditor shall perform agreed-upon-procedures to attest to (1) the accuracy of the

rate calculation as shown in Attachment "A" and (2) the accuracy of performance indicators shown in Attachment "B." Contractor records pertaining to the aforementioned Attachments shall, at the option and expense of the City, be subject to review by City personnel qualified in audit techniques and procedures. The financial audit and related agreed-upon-procedure reports shall be filed with the Director of Business License within the second quarter of the Contractor's fiscal year.

х.

The Contractor shall pay as a fee to the City five percent (5%) of the gross receipts derived from the collection of garbage. Gross receipts mean cash collections on customer accounts less cash refunds. This payment shall be made to the City on a monthly basis.

XI.

The City agrees to render, on behalf of the Contractor, all billings for garbage service to the customers of the Contractor and to make all collections on account derived from said billings, reporting the aforementioned data to the Contractor, accompanied by a draft equal in amount to the cash collected during each month. The financial report and draft shall be submitted to the Contractor no later than the 15th day of the month following the reportable month. The Contractor shall pay to the City an administrative billing and collection fee based upon five (5%) percent of the

gross monthly collections of all the rates, fees and charges derived from the exercise of the privilege of collecting garbage, payable monthly.

XII.

The Contractor shall at all times keep on file with the City Clerk of the City of North Las Vegas a surety bond, or cash, or its equivalent, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), to be in a form acceptable to the City Clerk to insure the collection of solid waste and its disposal as specified herein. Such bond shall be conditioned upon the faithful performance of this Agreement and compliance with all applicable ordinances and laws of the City of North Las Vegas and the State of Nevada, and regulations of the Clark County Health District.

a. In the event of a breach, for the time hereinafter specified, said bond or cash shall be forfeited. In order that the public health and safety shall not be endangered thereby, the Contractor agrees that after a hearing and determination thereof by the City Council if there is clear and convincing evidence that a breach has occurred, the City shall have the right to immediately take over the collection of all solid waste and to take possession of such private land and equipment owned or

leased by the Contractor, and used by it in the performance of solid waste collection pursuant to this Agreement, only to the extent that it may be necessary for the City to temporarily provide such collection of solid waste. This possession by the City shall be limited to a period not to exceed three (3) months, and during said period, the City shall pay to the Contractor the reasonable rental value of similar private land and equipment.

b. Should a breach of this Agreement result from an act of God, a public enemy, or similar cause beyond the Contractor's control determined by a hearing by the City Council, the City shall have the right during such period to take over the collection of solid waste and equipment owned or leased by the Contractor, and used by it in the performance this Agreement. The City shall reimbursed therefor by the Contractor on a cost basis during the period of time that said solid waste collections are made by the City. Such reimbursement shall not exceed one hundred twenty-five percent (125%) of the

Contractor's costs for a like period of time immediately preceding said breach, such like period of time to be based upon the entire period said breach shall continue, notwithstanding the fact that such collections by the City may not have commenced immediately upon the occurrence of said breach.

- c. In the event the City shall take over the collection of solid waste, as in this paragraph provided, the Contractor agrees to manage the office, including the preparation and mailing of bills and the collection of accounts receivable, with its administrative personnel and shall cooperate fully with City in facilitating the collection of solid waste.
- d. Waiver of any breach by the City shall not constitute a waiver of any subsequent breach, either of the same or any other provisions herein.

XIII.

The Contractor agrees to file with the City Clerk and to keep in force during the initial or extended term hereof, public liability insurance covering the City and the Contractor in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 annual

aggregate for the death or injury of one or more persons, and property damage insurance to the extent of \$25,000.00 upon each of the trucks or other vehicles used by the Contractor in carrying out the provisions of this Agreement. The City shall be made an additional insured on all of such policies of insurance relevant to this Agreement procured by the Contractor.

XIV.

The Contractor shall furnish and maintain in full force and effect during the term of this Agreement, or any extension hereof, full compensation insurance in accordance with the Nevada Industrial Insurance Act and/or other State laws, as the same may from time to time be amended.

XV.

The Contractor shall appear in and defend all actions against the City arising out of the privileges conferred by this Agreement; and the Contractor shall, and hereby does, indemnify and save the City harmless of and from all claims, demands, actions or causes of action, of every kind and description arising out of or in anyway connected with the exercise of the privileges conferred hereby.

XVI.

The Contractor shall maintain an office conveniently located and furnished with a listed telephone, and shall keep that office open during usual business hours with an accredited

representative of the Contractor, who shall have authority to represent and bind the Contractor in its relations with the City, and with the patrons of the Contractor.

XVII.

The right or privilege authorized by this Agreement is not assignable, either voluntarily or by operation of law, without the consent of the City Council. In the event the Contractor becomes insolvent or bankrupt, then the rights or privileges authorized hereby shall be immediately canceled and annulled and the City shall have the right to take over the Contractor's business or substitute another Contractor in its place and stead in the manner provided by law.

XVIII.

The Contractor shall use enclosed trucks for the purpose of making garbage pickups in residential areas. The Contractor shall be permitted to use flat trucks for the collection of brush and other similar forms of garbage and for using exchange cans for the pickup of wet garbage.

All flat trucks loaded with garbage or refuse shall, except when moving along a collection route in the course of collection, be covered with wire netting or tarpaulin. Any material that falls or spills onto city streets or alleys, either during the loading of the trucks or from the trucks during transit shall be immediately picked up. All collections shall be made as

quietly as possible and no unnecessarily noisy trucks or equipment shall be used.

Any truck or other equipment used in collecting garbage shall be thoroughly cleaned by flushing with water, or by equivalent processes, at least once each week and shall be deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition.

XIX.

The Contractor hereby states that it has read all the ordinances of the City pertaining to the method of collecting garbage, and the rates charged therefor, and agrees to be bound by the same or any amendments thereto.

XX.

It is further mutually agreed that the City and the Contractor shall have the right to review the collection rates as contained in Resolution No. 1724 and amendments thereto not more frequently than once each year during the first quarter of each calendar year, at which time the City Council shall determine whether an increase or decrease in rates charged to customers should be made.

The following methodology will be used in determining proposed rate changes commencing with the year ending September 30, 1996.

a. The Contractor's income and expense accounts

shall be allocated between (1) those amounts attributable to the exercise and performance ofthis exclusive solid waste disposal contract by and between the Contractor and the City and other exclusive municipal solid waste disposal (2) those contracts and not attributable to this and the other municipal Such income and expense accounts contracts. shall be known as contract and non-contract.

- b. The income and expense allocations shall be made in accordance with the following guidelines:
 - 1) Nellis Air Force Base Revenue and
 Incentive Store Revenue will be
 considered as non-contract revenue.
 - Avenue, for contract purposes, will be calculated at fair rental value as determined by the Contractor and verified by the City to be reasonable. Such rental will be for actual square footage utilized and will be adjusted annually for current rental rates. The balance of costs will be allocated to non-contract

revenues.

- The computation for allocation of Nellis
 Air Force Base Costs will be based upon
 hours of operation of disposal trucks and
 personnel on a cost-per-hour basis.
- Disposal personnel costs and operating costs, as well as Cheyenne vehicle maintenance costs, recycling costs, and hazardous waste removal costs are to be allocated on the relationship of Nellis Air Force Base's revenue to total disposal service revenues.
- Administrative Expenses (as defined in 5) Attachment "A") are allocated on the ratio of contract revenue and total to revenue. contract revenue Administrative Expenses will not exceed 15% of gross contract revenues. Any Expenses Administrative excess reduce the expenses allowable for ratemaking purposes, and actual Administrative Expenses below 12% of gross contract revenues will be added to allowable income as an incentive to the Contractor.

- 6) Federal income taxes will be allocated as to the estimated amount attributable to the non-contract portion of net income, with the balance to be allocated to the contract category. Attachment "A" is an example of the aforementioned allocations and computations for the fiscal year ended September 30, 1995.
- C. Contract net income after taxes and franchise fees paid to the City will be used to determine if the desired rate of return has been realized during the Contractor's most recent fiscal year. Contractor's and City's desired rate of return is 7% of contract revenues after Federal taxes and franchise fees paid to the City. In order to make a determination on the net income as computed in Attachment "A," net income must be adjusted for Administrative Expense excesses or for the Contractor's incentive. The adjusted net income will be compared to 7% of contract revenues and the shortfall, if any, may be requested by the Contractor in addition to amounts required to result in a 7% return,

- provided that the Contractor meets the performance standards to be set forth herein.
- d) Contractor agrees to provide to the City on an annual basis the following supplemental information (Attachment "B"), so that the City may determine the various performance indicators as it deems appropriate in the evaluation of the Contractor as it applies to increases in solid waste disposal rates:
 - 1) Current year budget and actual expenses in prior year (Attachment "A")
 - 2) Number of collection vehicles
 - 3) Number of collection personnel
 - 4) Number of customers
 - 5) Tons of solid waste deposited in the landfill
 - 6) Number of collection man-hours paid
 - 7) Residential and multi-family recycling indicators
 - a. Tons of glass sold
 - b. Tons of paper sold
 - c. Tons of aluminum sold
 - d. Tons of steel/tin cans sold
 - e. Gallons of used motor oil sold

- f. Tons of cardboard sold
- g. Tons of plastic sold
- 8) Landfill facilities
 - a. Number of personnel
 - Schedule of significant equipment used

Performance indicators will be monitored by the City for an initial period of three (3) years. Material negative deviations subsequent to the initial three (3) year period may be considered in determining future rate increases.

- It is further mutually agreed that in the event the general wage scale in the vicinity shall be materially North Las Vegas increased or decreased during the term of this Agreement, by reason of war, inflation, depression or other unavoidable happening, the parties hereto may, upon either party, give thirty (30) days' notice in writing to the other, re-negotiate the rates and service levels as specified in Resolution No. 1724 of the North Las Vegas City Code and amendments thereto to provide for such raising lowering of wages.
- f. In the event the City Council determines,

based upon sound and legitimate business and economic factors, that a requested rate increase should not be made or that the current rates then in existence should be lowered, the Contractor shall have the right to terminate this Agreement upon giving ninety (90) days' written notice to the City Council of its intention to do so. In that event the City Council may purchase or lease the equipment and property then owned and in use by the Contractor in accordance with the terms and conditions contained within this Agreement relating to Contract termination.

g. In the event the City elects to rent said equipment, the period of rental shall be for a period of time mutually agreeable to the parties hereto. In the event the parties cannot agree as to matters in this paragraph contained, then the other provisions of this Agreement shall apply.

XXI.

In the event the City Council determines that the Contractor is in breach of this Agreement with regard to any of the provisions hereof, other than a breach which results from an act of

God, a labor dispute, action of the public enemy or other force majeure, the City Council shall give the Contractor written notice specifying the provisions hereof under which the City Council has determined that a breach exists, and giving the Contractor sixty (60) days within which to correct the breach. In the event the Contractor does not correct the breach within this sixty (60) day period, then the City may terminate the Agreement by giving written notice to the Contractor, and may take possession of the equipment and other property of the Contractor as provided in Paragraph XII hereof, and the bond deposited by the Contractor pursuant to Paragraph XII hereof shall be forfeited.

XXII.

Extension thereof to appear in, and defend, all actions against the City arising out of the privileges conferred by this Agreement, and Contractor agrees to hold the City harmless from all claims, damages or loss from any and all causes exclusively arising under performance of this Agreement for the duration of this Agreement, unless such claims, damages or losses are directly attributable to the negligence or omission of the City or its other agents, servants or employees. The Contractor shall pay all other such losses, damages or claims for which the City may be liable and save the City harmless from any accident or casualty, damages, losses, or claims which may happen or arise in conjunction with the

performance of this Agreement.

XXIII.

The failure of either party to insist upon the strict performance of any of the provisions of this Agreement or the extension thereof, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option, or remedy, or as a waiver of any subsequent breach thereof.

XXIV.

Contractor is an independent contractor and not an employee of the City for any purpose.

. VXX

All notices, requests, demands or other communications hereunder shall be in writing, and shall be deemed to have been duly given as if delivered in person, or when received if mailed by certified mail with return receipt requested, or otherwise actually delivered.

Notice to City shall be sent to:

CITY MANAGER City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030

Notice to Contractor shall be sent to:

SILVER STATE DISPOSAL SERVICE, INC. P.O. Box 98508
Las Vegas, NV 89193-8508

Either party may change the address at which it receives written notice by so notifying the other party in writing.

XXVI.

Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or any other part of any section in this Agreement.

XXVII.

This Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Agreement and the performance due hereunder.

XXVIII.

The drafting, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein or expressly incorporated herein by reference thereto.

XXIX.

Should either party bring suit to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover expenses of suit, including court costs and reasonable attorney's fees.

XXX.

This Agreement may not be modified unless such modification is in writing and signed by both parties to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF NORTH LAS VEGAS! NEVADA

By

ðames K. Seastrand, Mayor

ATTEST:

Eileen M. Seyigny, City Clerk

SILVER STATE DISPOSAL SERVICE, INC.

By:

øseph L. Anstett, President

ATTEST:

Thomas A. Isola, Secretary

Approved as 6/21/55

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Number:

SUBJECT:

REFUSE REMOVAL CONTRACT

REQUESTED BY:

Joseph L. Anstett, President, Silver State Disposal Service. Inc.

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council approve, and authorize the Mayor to sign, the subject contract thereby extending the agreement with Silver State Disposal Service.

FISCAL IMPACT:

None

STAFF COMMENTS AND BACKGROUND INFORMATION:

By letter of June 7, Silver State Disposal Service requested that the City extend its contract for garbage removal service. The current contract is scheduled to expire on December 31, 1997.

So that Silver State Disposal Service may commit financial reserves and formulate long-range plans for capital acquisitions it needs assurance that it will be providing refuse removal in the future. The proposed contract, to be effective January 1, 1998, would be for a ten year period with two five-year renewal options thus effectively allowing Silver State Disposal Service to provide refuse removal in North Las Vegas through the year 2018.

Contracts currently in effect in other entities expire in the years indicated:

Henderson 2002 Las Vegas 2006 Clark County 2020

The proposed contract continues the present terms and conditions in force.

PREPARED BY: Vytas Vanykus
Vytas Vaitkus Finance Director

CITY MANAGER APPROVAL:

CITY COUNCIL **MEETING DATE:** 6/21/95

REFUSE REMOVAL CONTRACT

THIS CONTRACT, made and entered into this 21st day of June, 1995, by and between the City of North Las Vegas, a municipal corporation of the State of Nevada (hereinafter called the "City") and Silver State Disposal Service, Inc., a Nevada corporation (hereinafter called the "Contractor");

WITNESSETH:

WHEREAS, the Contractor is the successor-in-interest to all of the rights of Disposal Transportation, Inc., a Nevada corporation, granted pursuant to that certain Contract entered into between the City and Disposal Transportation, Inc., dated the 4th day of January, 1978, and all of the rights, title and interest of said Disposal Transportation, Inc., having been assigned to the Contractor herein on or about the 15th day of February, 1989; and

WHEREAS, the Contract provided that the term thereof was to commence on the 1st day of January, 1978 and was to continue for a period of ten (10) years, and shall be renewable for two (2) terms of five (5) years upon written notice to the City at least one hundred twenty (120) days prior to the expiration of said period of years; and

WHEREAS, the Contractor duly exercised its option to renew the Contract for said additional five - (5) year term by letter to the City dated June 18, 1987; and

WHEREAS, the Contractor duly exercised its option to renew the Contract for said additional five - (5) year term by letter to the City dated June 8, 1992;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

I.

The Contractor agrees to collect all garbage, rubbish, dirt and dead animals (hereinafter collectively called garbage) within the City from the receptacles kept and maintained by the places of business, public buildings, multiple dwellings and residences as provided for in the ordinances and resolutions of the City pertaining to the collection and disposal of garbageor any amendments thereto, and dispose of the same upon the terms and conditions hereinafter stated.

II.

This Contract supersedes and replaces all prior Contracts and assignments and renewals thereof, and shall commence as of July 1, 1995, and continue for a period of ten (10) years, and shall be renewable for two terms of five (5) years, at the option of the Contractor, upon the same terms and conditions, provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this Contract.

III.

Collections from places of business and public buildings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered and paid for by each place of business or public building; collection from residences

shall be made twice each week. The Contractor will pick up heavy and/or bulk articles once per month from single-family residences and multiple units, eight (8) in number or less, and service users shall be notified of the dates of such pick-ups.

IV.

Regional Landfill presently in operation in Clark County, Nevada, or at whatever landfill site may be furnished by or to the Contractor (provided that any such alternate dump ground must be approved by the City) and the route to be travelled to and from the landfill site shall be subject to approval of the City Council. The Contractor agrees to maintain the landfill in accordance with all appropriate rules, regulations or ordinances of the City, the County of Clark, the Clark County District Board of Health and the United States Environmental Protection Agency. The Contractor further agrees to dispose of wet garbage, and to accept sole responsibility for the same and hold the City harmless from all claims, demands or otherwise.

V.

Contractor shall have the exclusive right and agrees to make solid waste collections and provide services at the service levels and rates for the solid waste service areas herein delineated and as specified within this Contract and subject to the provisions in Resolution No. 1724 of the City dated March 16, 1994, and amendments thereto. All solid waste so collected shall be hauled to authorized transfer stations, landfills, recycling

facilities, or such other facilities which may be authorized by the City Council and agreed to by the Contractor. The routes requested by the Contractor to be travelled within the city limits of the City to and from transfer stations and landfills or other authorized facilities shall be subject to agreement by the Contractor and approval by the City.

VI.

The Contractor shall have the right to and agrees to make available within the areas specified within this Contract an exclusive environmental Curbside Recycling Collection Program and an exclusive Household Hazardous Waste Collection Program for its residential customers. Under these programs:

The Contractor shall make collections of recyclable a. materials from residences twice each month on regularly scheduled solid waste pickup days as designated by the Contractor. Curbside recycling collections shall be not less than two weeks apart. Recyclable materials collected shall include but not be limited to tin and aluminum cans, newspapers and magazines, glass and plastic bottles, cardboard (if broken down and stacked) and used or waste motor oil in containers provided by the customers, that do not leak and are not more than one (1) gallon capacity. Additional recyclable materials may be accepted at future dates. Recyclable materials collected under curbside recycling program provisions of this Contract shall not be deposited in any landfill or other disposal site without specific approval of the City.

- b. All recyclable material shall be hauled to the Contractor's Recycling Center. In addition, selected loads of commercial solid waste may be transported in collection trucks to the Contractor's Recycling Center, at Contractor's discretion. The recyclable materials shall then be separated and the remaining refuse shall then be hauled to a solid waste transfer station or the Apex Regional Landfill, or such other facilities as may be requested by the Contractor and approved by the City Council for disposition. The routes to be travelled within the City between the Contractor's Recycling Center, Transfer Stations, and the disposal site or sites shall be subject to agreement by the Contractor and approval by the City.
- The Contractor shall provide for and have the exclusive right for collection of household hazardous waste from residents. Collection shall be offered at least four (4) times per year for one (1) day during the second week of January, April, September, and November. Household hazardous waste that shall be accepted, up to five (5) gallons or forty (40) pounds per household per period, shall include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, and used oil or other acceptable household hazardous waste. Waste that shall not be accepted includes radioactive materials, explosives, water reactives, compressed gases, business orcommercial infectious waste, unlabeled/unknown materials, or other materials

or products as may, due to safety, health, or similar concerns, be designated by governmental authority and agreed to by the Contractor as unacceptable household hazardous waste items. The Contractor shall accept household hazardous waste materials at collection locations established by the Contractor, and shall inform customers of the dates, times and locations of pickups either by mail or by announcements in the local media.

VII.

The Contractor shall maintain and operate its Silver State Recycles Nevada recycling facility in the City for the duration of this Contract unless the facility shall be closed by an act of God, governmental action or other unforeseen act or condition necessitating closure beyond the control of the Contractor.

VIII.

The Contractor shall provide for the payment of a license fee to the City based upon five (5%) percent of the gross monthly collections of all the rates, fees and charges derived from the exercise of the privilege of collecting garbage, payable monthly. The Contractor shall collect, remove and dispose of the garbage in accordance with the provisions hereof, and all the ordinances pertaining thereto during the continuance of this Contract.

TX.

The City agrees to render, on behalf of the Contractor, all billings for garbage service to the customers of the Contractor and to make all collections on account derived from the billings,

reporting the aforementioned data to the Contractor, accompanied by a draft equal in amount to the cash collected during each month. The financial report and draft shall be submitted to the Contractor no later than the 15th day of the month following the reportable month. The Contractor shall pay to the City an administrative billing and collection fee based upon five (5%) percent of the gross monthly collections of all the rates, fees and charges derived from the exercise of the privilege of collecting garbage, payable monthly.

Χ.

The Contractor shall at all times keep on file with the City Clerk a Surety Bond, cash or its equivalent, in the amount of \$25,000.00 to insure the collection of garbage, said bond to be in a form satisfactory to the City Attorney and approved by the City Council, conditioned upon the faithful performance of the Contract and compliance with the provisions of all ordinances of the City of In the event of a breach, for the time North Las Vegas. hereinafter specified, the bond shall be forfeited. In order that the public health and safety shall not be endangered thereby, the Contractor agrees that after a hearing and upon determination thereof, if there is sufficient evidence to believe that a breach of this Contract has occurred, the City shall have the right to immediately take over the collection of all garbage and to take possession of the land and equipment owned by the Contractor and used by it in the performance of this Contract. This possession by shall be limited to a period not exceeding three (3) the City

months, during which period the City shall pay to the Contractor the reasonable rental value of the land and equipment to be taken. Should a breach of this Contract result from an act of God, strike, public enemy or similar causes beyond the control of the Contractor, the City shall have the right during such period to take possession of the land and equipment owned by the Contractor, and use it in the performance of this Contract. The City is to be reimbursed by the Contractor on a cost basis during the period of time that collections are made by the City. However, such reimbursement shall not exceed one hundred twenty-five (125%) percent of Contractor's cost for a like period of time, immediately preceding such breach. Waiver of any breach shall not constitute a waiver of any subsequent breach.

XI.

The Contractor agrees to file with the City Clerk, and to keep in force during the initial or extended terms hereof, public liability insurance covering the City and the Contractor in the amount of \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate for the death or injury of one or more persons, and property damage insurance to the extent of \$25,000.00 upon each of the trucks or other vehicles used by the Contractor in carrying out the provisions of this Contract. The City shall be made an additional insured on all such policies of insurance relevant to this Contract procured by the Contractor.

. . .

XII.

The Contractor shall maintain in force and effect during the initial or extended terms hereof, full compensation insurance in accordance with the "Workmen's Compensation Act" of the State of Nevada, as now in force or as the same may be from time to time amended.

XIII.

The Contractor shall appear in and defend all actions against the City arising out of the privileges conferred upon the Contractor by this Contract; and the Contractor shall, and hereby does, indemnify and save the City harmless of and from all claims, demands, actions or causes of action, of every kind and description arising out of or in anyway connected with the exercise of the privileges conferred hereby.

XIV.

The Contractor shall maintain an office conveniently located and furnished with a listed telephone, and shall keep that office open during usual business hours with an accredited representative of the Contractor, who shall have authority to represent and bind the Contractor in its relations with the City, and with the patrons of the Contractor.

XV.

The Contractor shall maintain full and complete accounting records so as to reflect accurately the total income, expenses and profits of the enterprise. The books and all records shall be produced for inspection at any time upon the request of

City Manager or the City Council, ora designated representative of the manager or council.

XVT.

The Contractor shall, during each year of this Contract, make an annual certified audit of the books and records of account of the Contractor and related companies as of the close of business on the 30th day of September of each year, which certified audit shall be delivered to the City Manager not later than the 15th day of March of each year for the previous year. The Certified Public Accountant preparing the annual certified audit shall also express his written opinion as to whether the financial statement contained therein presents fairly and accurately the financial position of the Contractor and the results of its operations in accordance with generally accepted accounting principles applied on a consistent basis.

XVII.

The right or privilege authorized by this Contract is not assignable, either voluntarily or by operation of law, without the consent of the City Council . In the event the Contractor becomes insolvent or bankrupt, then the rights or privileges authorized hereby shall be immediately canceled and annulled and the City shall have the right to take over the Contractor's business or substitute another Contractor in its place and stead in the manner provided by law.

XVIII.

Should the Contractor fail or neglect to make any garbage collection as by this Contract required, within the time herein provided, then the City shall, after twenty-four (24) hours' notice, have the right to make collection and charge the Contractor with the cost thereof.

XIX.

The Contractor shall use enclosed trucks for the purpose of making garbage pickups in residential areas. The Contractor shall be permitted to use flat trucks for the collection of brush and other similar forms of garbage.

All flat trucks loaded garbage or refuse shall, except when moving along a collection route in the course of collection, be covered with wire netting or tarpaulin. Any material that falls or spills onto city streets or alleys from such trucks shall be immediately picked up by the Contractor. All collections shall be made as quietly as possible and no unnecessarily noisy trucks or equipment shall be used.

Any truck or other equipment used in collecting garbage shall be thoroughly cleaned by flushing with water, or by equivalent processes, at least once each week and shall be deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition.

XX.

The Contractor hereby states that it has read all the ordinances of the City pertaining to the method of collecting

garbage, and the rates charged therefor, and agrees to be bound by the same or any amendments thereto.

XXI.

It is further mutually agreed that the City and Contractor shall have the right to review the rate structure at intervals of not less than every six (6) months, at which time the Council shall determine whether an increase or decrease in rates charged should be made to allow the Contractor an increased or decreased rate of return.

XXII.

It is further mutually agreed that in the event the general wage scale in the vicinity of the City shall materially increase or decrease during the term of this Contract by reason of war, inflation, depression, or other unavoidable happening, the parties hereto may, upon either party giving thirty (30) days' notice in writing to the other, renegotiate this Contract with respect to rate changes to provide for such raising or lowering of wages.

XXIII.

In the event the City Council determines that the requested rate raises should not be made, or that present rates then in existence should be lowered, the Contractor shall have the right to terminate this Contract upon giving sixty (60) days' written notice to the City Council of its intention to do so, and in that event the City Council shall have the right to purchase the equipment then in use by the Contractor, or in the alternative,

shall have the right to rent the equipment at a price to be determined by the prevailing rental rates for similar equipment in use by Contractor at that time in the City vicinity. In the event the City elects to rent the equipment, the rental shall be for a period of time mutually acceptable to the parties. In the event the parties cannot agree as to matters in this paragraph contained, then the disputed matters shall be arbitrated in accordance with the provisions of the Uniform Arbitration Act of the State of Nevada, being NRS 38.015 et seq., or any amendments thereto.

XXIV.

In the event that the City Council determines that the Contractor is in default under any of the provisions hereof, the City Council shall give the Contractor sixty (60) days' written notice specifying the provisions hereof under which the City Council has determined that the default exists, and give the Contractor sixty (60) days within which to correct any such default. In the event the Contractor does not correct any such default within sixty (60) days as hereinabove in this paragraph provided, then and in such event the City may terminate the Contract on thirty (30) days' written notice to the Contractor and the bond deposited by the Contractor, conformable with the provisions of Paragraph X hereof, shall be forfeited.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives the day and year first above written.

CITY OF NORTH LAS VEGAS, NEVADA

Bv:

ames K. Seastrand, Mayor

ATTEST:

Bileen M. Sevigny, City Clerk

SILVER STATE DISPOSAL SERVICE, INC.

By:

óseph L. Anstett, President

ATTEST:

Thomas A. Isola, Secretary

interoffice MEMORANDUM

to: Vytas Vaitkus, Finance Director

from: Eileen M. Sevigny, CMC, City Clerk

subject: COUNCIL ACTION

date: June 22, 1995

At last night's meeting, Council approved the refuse removal contract with Silver State Disposal Service. The contract was amended to supercede the existing agreement with the contract period changed to July 1, 1995 through June 30, 2015.

Mayor James K. Seastrand

Councilmen
Theron H. Goynes
Mary J. Kincaid

William E. Robinson John K. Rhodes

City Manager Linda Hinson

City Clerk
Eileen M. Sevigny

City of North Las Vegas

2200 Civic Center Drive • North Las Vegas, Nevada 89030-6307 Telephone: (702) 649-0288 • Fax: (702) 649-2992

June 22, 1995

Mr. Joe Anstett. President Silver State Disposal Service, Incorporated 770 East Sahara Avenue P.O. Box 98508 Las Vegas, Nevada 89193-8508

SUBJECT: REFUSE REMOVAL CONTRACT

Dear Mr. Anstett:

At the June 21, 1995 meeting, the North Las Vegas City Council approved the above noted agreement for refuse removal services for the amended period of July 1, 1995 through June 30, 2015. This agreement supercedes agreements currently in effect. Enclosed are two original agreements that require your signature.

As stipulated in the contract document, a Surety Bond, in the amount of \$25,000 must remain on file in the City Clerk's Office at all times. We are currently holding a Surety Bond in the amount of \$5,000. You may either cancel this bond and substitute a bond in the amount of \$25,000, or supplement the bond with a \$20,000 bond.

You are also required to submit to the City Clerk's Office, and keep in force during the terms of this agreement, liability insurance covering the City in the amount of \$1,000,000 per occurrence; \$1,000,000 annual aggregate. Property damage insurance is required in the minimum amount of \$25,000 for each vehicle used in carrying out the provisions of this contract. The City must be named as an additional insured on general and automobile liability insurance policies.

A current SIIS certificate indicating coverage status is also required to be maintained in the City Clerk's Office at all times during the existence of this contract.

Once all requested documentation including the signed agreements, Surety Bond, insurance and SIIS certificates are received by the City Clerk's Office, a Notice to Proceed will be issued and you will be forwarded a fully executed agreement for your file.

Mr. Joe Anstett June 22, 1995 Page 2

Should you have any questions regarding this matter, please feel free to contact me at 649-0251.

Sincerely,

Millis Bossler

Chief Deputy City Clerk

ks

Enclosures

cc: Vytas Vaitkus, Finance Director



June 28, 1995

Ms. Millis Bossler Chief Deputy City Clerk City of North Las Vegas 2200 Civic Center Drive North Las Vegas, Nevada 89030-6307

SUBJECT: REFUSE REMOVAL CONTRACT

Dear Ms. Bossler:

Pursuant to your letter dated June 22, 1995, please find enclosed the following documents:

- 1.) Original and copy of the executed Refuse Removal Contract, effective date July 1, 1995.
- 2.) Certificate of Insurance, indicating the City of North Las Vegas as an additional insured with limits at least or exceeding \$1,000,000.00 combined single limit.
- 3.) Performance Bond issued by Frontier Insurance Company of New York in the amount of \$25,000.00.
- 4.) Since July 1, 1989, Silver State Disposal Service, Inc. has been granted by the State of Nevada Insurance Division a Certificate of Authority, pursuant to Nevada revised statutes, 616.291 and 616.293 of the Nevada Administrative Code to operate as a self insured employer. Therefore, we do not possess a SIIS certificate indicating coverage status.



I trust this information is complete and satisfactory to enable the execution by the City of North Las Vegas of the enclosed new Refuse Removal Contract. Please advise the undersigned when our copy of the Contract is available for retention.

Very truly yours

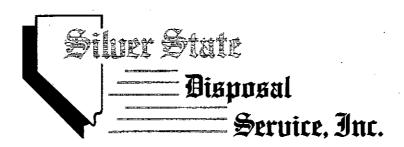
Joseph L. Anstett

President

JLA/jd

Enclosures

cc: Mr. Vytas Vaitkus, Finance Director



June 7, 1995

Ms. Eileen Sevigny Clerk, City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030

Dear Ms. Sevigny:

Since the late 1950's, Disposal Transportation Inc. and its successor, Silver State Disposal Service, Inc., has provided a program of complete, efficient, and reasonably priced garbage removal and disposal services for the City of North Las Vegas. During this approximate 40 year period, the citizenry of North Las Vegas has been offered the most modern technologies of garbage removal service, utilizing twice a week service, extra-heavy pickup service weekly, mobile toters, containers, and recycling baskets, as well as the implementation of the Household Hazardous Waste Program.

Silver State Disposal Service, Inc. has, during the term of the existing contract, constructed a 4,800 ton capacity transfer station to better provide low cost service to the community, and has more recently made an investment in excess of \$8,000,000 in a materials recycling facility, both located in the City of North Las Vegas, which together provide employment in excess of 1,500 persons and the support of their families.

At the present time, the existing contract for garbage removal service by and between the City of North Las Vegas and Silver State Disposal Service, Inc. is approaching the term of conclusion. In order that we may continue to provide the best possible economic service to the community of North Las Vegas, it is necessary for us to commit financial reserves and formulate long-range plans for capital acquisitions to be utilized within the City. These financial reserves are considerable sums, which must be budgeted and appropriated for the specific purpose of providing superior garbage removal service to an ever-expanding North Las Vegas.

Therefore, based upon the aforementioned reasons and common needs of the City of North Las Vegas and Silver State Disposal Service, Inc., we respectfully request that the North Las Vegas City Council approve a new refuse removal contract with Silver State Disposal Service, Inc., commencing at the expiration of the current existing contract and to run for a term consistent with the present contract.

Respectfully submitted,

Joseph L. Anstett

President

770 East Sahara Avenue • P.O. Box 98508 • Las Vegas, Nevada 89193-8508 • Telephone (702) 735-5151 • Fax (702) 735-1986

MADE WITH RECYCLED PAPER

JLA:mf

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CITY OF NORTH LAS VEGAS INTER-OFFICE MEMORANDUM

TO:

RICHARD MAURER, CITY ATTORNEY

EILEEN SEVIGNY, CITY CLERK

VYTAS VAITKUS, DIRECTOR, FINANCE

FROM:

LINDA HINSON, CITY MANAGER.

SUBJECT:

SILVER STATE DISPOSAL

DATE:

JUNE 6, 1995

I spoke with Joe Anstett today about the enclosed material. He would like this placed on the June 21st Council agenda. Since the agenda closes this Friday, June 9, 1995, and some of you will be out of the office, would you look at this and let me know at your very earliest convenience, if this can or cannot make the June 21st agenda.

LH:cw

Certified Public Accountants & Business Advisors A Professional Corporation

- Telephone: (702) 384-1120

Fax: (702) 870-2474

March 17, 1997

Mr. Joseph L. Anstett, Chairman/President Silver State Disposal Service, Inc., and Subsidiary 770 E. Sahara Avenue Las Vegas, NV 89104

Dear Mr. Anstett:

In addition to our engagement to audit the consolidated financial statements of Silver State Disposal Service, Inc., and Subsidiary (the Company) as of and for the year ended September 30, 1996 discussed in a separate letter dated December 9, 1996, we are pleased to submit this letter setting forth our understanding of the terms and objectives of our engagement to provide agreed-upon procedure services for the Company.

OUR RESPONSIBILITIES

We will apply agreed-upon procedures, as required by paragraph 18 of the "Franchise Agreement for Collection and Disposal of Solid Waste" between Clark County, Nevada and Silver State Disposal Service, Inc. dated February 6, 1996, (the Agreement) and as listed on the attached schedule. In accordance with the Agreement, these procedures will be applied to the rate calculation and "performance indicators" (as defined in the Agreement) of the Company as of September 30, 1996, and for the year then ended. This engagement is solely to assist the Company, Clark County, Nevada, the City of North Las Vegas, Nevada, and any other parties who have entered into similar agreements with the Company (collectively, the Specified Users) in assessing the accuracy of the rate calculation and of the performance indicators. The rate calculation and performance indicators will be presented as management assertions in accordance with the terms of the Agreement. Our engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Specified Users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose.

Because the agreed-upon procedures listed in the attached schedule do not constitute an audit of any elements, accounts or items of the Company's financial statements, or an examination of any management assertions about performance indicators, we will not express an opinion thereon, or on the accuracy thereof, as a part of this engagement. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

Mr. Joseph L. Anstett, Chairman/President Silver State Disposal Service, Inc., and Subsidiary March 17, 1997 Page 2

OUR RESPONSIBILITIES (CONTINUED)

We will submit a report listing the procedures performed and the results of those procedures. This report is solely for the use of the Specified Users, and should not be used by those who did not agree to the procedures. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

An illustration of the form of report we expect to be able to issue as a result of applying the agreed-upon procedures follows:

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have audited the consolidated financial statements of Silver State Disposal Service, Inc. and Subsidiary, as of and for the year ended September 30, 1996, and have issued our report thereon dated December 9, 1996. We have also performed the procedures enumerated below, which were agreed to by Silver State Disposal Service, Inc. and Subsidiary, Clark County, Nevada and City of North Las Vegas (the Specified Users) solely to assist you in assessing the accuracy of the rate calculation and of the performance indicators which have been presented as management assertions in accordance with the terms of the "Franchise Agreement for Collection and Disposal of Solid Waste" between Clark County, Nevada and Silver State Disposal Service, Inc. dated February 6, 1996.

This engagement to apply agreed-upon procedures was performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the Specified Users of the report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

[Paragraphs to enumerate procedures and findings]

We were not engaged to, and did not, perform an audit or examination, the objective of which would be the expression of an opinion on the specified elements, accounts, or items, or other management assertions about performance indicators, as set forth in the accompanying schedules. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the use of the Specified Users listed above and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes.

Mr. Joseph L. Anstett, Chairman/President Silver State Disposal Service, Inc., and Subsidiary March 17, 1997 Page 3

Neither these agreed-upon procedures, nor the resulting report, are part of a rate change application, but are for the purpose of satisfying certain reporting requirements of the Agreement.

THE COMPANY'S RESPONSIBILITIES

The Company's management is responsible for maintaining effective internal controls that will, among other things, help assure the accurate preparation of the rate calculation and performance indicators in accordance with the terms of the Agreement. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the rate calculation and performance indicators, which are typically based on management's knowledge and experience about past and current events, and its expected courses of action. Management is also responsible for adopting sound policies designed to prevent and detect illegal acts.

At the conclusion of the agreed-upon procedures, you agree to provide us with a letter which will reconfirm the Specified Users' responsibility for selecting the agreed-upon procedures and other representations made to us during the course of the engagement.

You understand and agree that, notwithstanding the fact that it is our professional responsibility to keep confidential all client information obtained during the course of providing services, our workpapers may be selected for review on a confidential basis in connection with a professional practice monitoring program or required to be inspected by others in connection with a legal or regulatory proceeding.

TIMING, FEES AND COSTS

Timely completion of our services will, of course, depend on, among other things, the full cooperation of management and the Company's accounting staff in providing analysis schedules and other requested materials timely and accurately. We will advise management of any difficulties or delays in completing the engagement before incurring substantial additional unanticipated time. We will provide you or other appropriate Company personnel with lists of analysis schedules and other documentation required before service begins and subsequently, as needed.

Our fees will be based on our firm's standard hourly billing rates for the assigned personnel.

Fees will be billed, together with out-of-pocket expenses, twice a month as the work progresses, and our invoices are payable upon presentation.

Mr. Joseph L. Anstett, Chairman/President Silver State Disposal Service, Inc., and Subsidiary March 17, 1997 Page 4

CONCLUDING REMARKS

Thank you for selecting our firm for this engagement. As always, we are confident that we can meet or exceed your service quality expectations.

If this letter correctly expresses your understanding of the terms of our engagement, please signify by signing and returning the enclosed confirmation copy to us authorizing us to proceed.

Very truly yours,

PIERCY, BOWLER, TAYLOR & KERN

Richard H. Bowler, Principal						
RHB/jlk						
ACCEPTED:						
SILVER STATE DISPOSAL SERVICE, INC. AND SUBSIDIARY						
BY: Jarely & austat	DATE: Munh 17 1997					
CLARK COUNTY, NEVADA						
BY. MANULAN	DATE: 3-17-97					
CITY OF NORTH LAS VEGAS, NEVADA						
BY: Affison	DATE: 3-19-97					

Silver State Disposal Service, Inc., and Subsidiary Schedule of Agreed-upon Procedures September 30, 1996

Rate calculation:

Read the rate calculation methodology outlined in the Franchise Agreement for Collection and Disposal of Solid Waste between Clark County, Nevada and the Company and in the Refuse Removal Agreement between the City of North Las Vegas, Nevada and the Company (the Agreements).

Agree the rate calculation methodology described above to that used in the Company provided schedules, examples of which are set forth in Attachment A of the Agreements. Agree the income and expenses shown in total to the audited "Consolidated Statement of Income." Recalculate the information in the schedules to determine their mathematical accuracy.

Obtain representation from the Company that general ledger accounts, including any new accounts are being used in the same manner as was contemplated in the Agreements, including Attachment A thereto.

Note any general ledger accounts, that have not been previously reported, for which the manner of use has changed or that have been added to the chart of accounts since the effective date of the agreements. Inquire of Company management as to the types of transaction which are posted to these accounts and the bases and methods of any related allocations.

Performance indicators:

Read the Agreements to determine that the Company has provided all of the required performance indicators, as set forth in Attachment B of the Agreements.

Compare the "Schedule of Current Year Budget Expenses and Prior Year Actual Expenses" to the Company's current year budgeted expenses and to the prior year actual expenses. Recalculate the information in the schedule to determine its mathematical accuracy.

Compare the "Number of Collection Vehicles" scheduled to the Company's equipment listing.

Compare the "Number of Collection and Landfill Personnel" scheduled to the Company's payroll records.

Compare the "Number of Customers" scheduled to the Company's customer data base.

Compare the "Tons of Solid Waste Deposited in the Apex Landfill" scheduled to the Company's landfill receiving reports.

Compare the "Collection Man-hours Paid" scheduled to the Company's payroll records.

Compare the "Tons of Recycling Material Sold" scheduled to the Company's recycling sales records. (This comparison will be made by grade of recycling material sold.)

Compare the "Landfill Facilities Significant Equipment Used" scheduled to the Company's equipment listing and tax depreciation schedule.

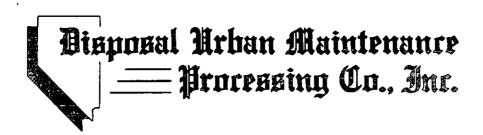
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CONTRACT DOCUMENTATION CHECKLIST

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no billing rates attached, no estimated cost for audit, no maximum time for completion. Le FOODZ - where are attachments ASB?



May 10, 1994

lm 7 2 n1 PM '94

Michael Dyal City Manager City of North Las Vegas 2200 Civic Center Dr. North Las Vegas, NV 89030

Dear Michael:

Pursuant to our recent conversations with City staff and more recently with the City Council, please consider this an agreement between the Disposal Urban Maintenance Processing Company, Inc. (DUMPCO), Silver State Disposal Service, Inc. and the City of North Las Vegas regarding the landfill tipping fees.

DUMPCO/ Silver State agrees that there will be no charge to the City of North Las Vegas for the first 5,000 cubic yards of solid waste deposited at the Apex Regional Landfill on an annual basis, commencing each January 1. Each additional cubic yard of solid waste shall be billed by DUMPCO at the current prevailing rate, as applicable to our customers. Said solid waste shall be collected in the normal and customary course of official City business and shall not be in competition with Silver State Disposal and will be transported to the Apex Regional Landfill in official City service vehicles. Sludge that is being delivered from the City's water pollution control facility shall be excluded from this agreement.

The term of this agreement shall run concurrently with our existing garbage disposal agreement dated January 4, 1978.

If you concur with the provisions of this agreement, please sign in the designated place. You may keep this original letter and return a copy of the signed agreement.

If you have any questions, do not hesitate to contact me.

Joseph L. Anstett, President

Date

Silver State Disposal Service, Inc.

Michael Dyal, City Manager

Date

City of North Las Vegas

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Approved 9-1-93

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114		ue	

SUBJECT: REQUEST BY SILVER STATE DISPOSAL SERVICE, INC. TO RELOCATE THE SOLID WASTE LANDFILL SITE TO THE "APEX" AREA.

REQUESTED BY: Gary W. Holler, P.E., Director of Public Works

RECOMMENDATION OR RECOMMENDED MOTION:

It is recommended that the City Council approve the request by Silver State Disposal Service, Inc. to relocate the solid waste landfill to the "Apex" area.

FISCAL IMPACT: None

STAFF COMMENTS AND BACKGROUND INFORMATION:

On January 4, 1978, North Las Vegas entered into an agreement with Silver State Disposal Service, Inc. (a.k.a. Disposal Transportation, Inc.) for refuse removal. The subject agreement will expire on January 1, 1998.

The Environmental Protection Agency (EPA) has issued new regulations on the use and operation of solid waste landfills that will take effect on October 9, 1993. These new EPA mandates will make it very costly for Silver State Disposal to continue operating the Sunrise Landfill. Silver State Disposal has opted to locate a landfill 27 miles from the Las Vegas Valley, generally known as the "Apex" area (see attached map).

According to paragraph IV of the existing agreement, Silver State Disposal, Inc. must obtain approval from the North Las Vegas City Council and other public entities to relocate the landfill and also the routes travelled to and from the landfill site.

Staff has reviewed the options available to the Las Vegas Valley, and has come to the conclusion that the Apex area is the desired location for the landfill. Considerations taken into account included liability and costs.

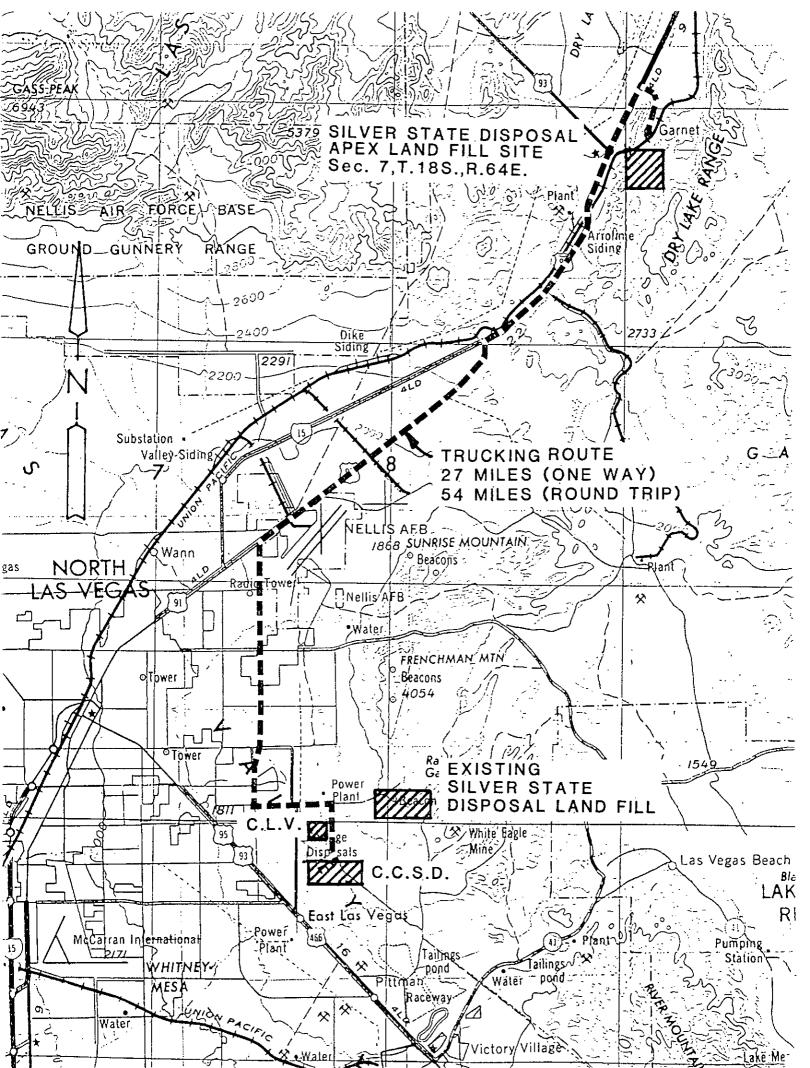
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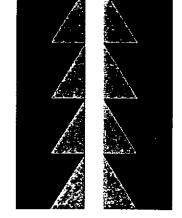
PREPARED BY:

CITY MANAGER APPROVAL:

CITY COUNCIL **MEETING DATE:**

9-1-93





September 2, 1993

Mr. Joe Anstett Silver State Disposal Service, Inc. 770 East Sahara Avenue Las Vegas, Nevada 89104

SUBJECT: RELOCATION OF THE SOLID WASTE LANDFILL SITE TO THE "APEX" AREA

and a state of the state of

Dear Mr. Anstett:

At the September 1, 1993 meeting, the North Las Vegas City Council approved your request to discontinue operating the Sunrise landfill and to utilize the "Apex" area for solid waste disposal. Associated relocation of travel routes was also approved.

If you have any questions regarding this matter, please contact Mr. Gary Holler, Director of Public Works at 657-2200.

Sincerely,

Eileen M. Sevigny, CMC

City Clerk

ks

cc: Leslie Long

City of North Las Vegas

2200 Civic Center Drive P.O. Box 4086 North Las Vegas, Nevada 89036 (702) 649-5811

> Mayor James K. Seastrand

Councilmen Theron H. Goynes Mary J. Kincaid William E. Robinson John K. Rhodes

> City Manager Michael Dyal

June 8, 1992

To the Honorable James Senstrand, Mayor and City Councilmen of the City of North Las Vegas City Hall 2200 Civic Center Drive North Las Vegus, NV 89030

Gentlemen:

In accordance with the Refuse Removal Contract of January 4, 1978, please find enclosed the duly executed Notice of Exercise of Option which is set forth more particularly under Paragraph II, page 2 of the Refuse Removal Contract which provides that said Notice of Election to Exercise said Option in writing, and presented to you at least one hundred and twenty (120) days prior to the expiration of said Contract.

Very truly yours,

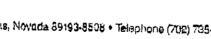
Joseph L. Anstett

Executive Vice President

Enclosure

JLA/d!p (ltr346)

770 East Sahara Avenue • P. O. Box 98508 • Las Vagas, Novada 89193-8508 • Telephone (702) 735-5151 • Fax (702) 735-1986



NOTICE OF EXERCISE OF OPTION

COMES NOW, SILVER STATE DISPOSAL SERVICE, INC. a Nevada Corporation, by

and through its officers and, pursuant to that certain Refuse Removal Contract made and

entered into the 4th day of January, 1978 by and between the City of North Las Vegas, a

municipal corporation of the State of Nevada (hereinafter called the "City") and Silver State

Disposal Service, Inc. formerly Disposal Transportation, Inc., a Nevada Corporation

(hereinafter called the "Contractor"), as amended and, pursuant to Paragraph II, page 2

thereof, does hereby give written notice of its election to exercise its Option upon the same

terms and conditions for renewal of said contract for a period of five (5) years from and

after the 1st day of January 1993.

Dated: June 8, 1992

Respectfully,

SILVER STATE DISPOSAL SERVICE, INC.

Attest:

CONSENT

BY

CITY OF NORTH LAS VEGAS

The CITY OF NORTH LAS VEGAS hereby consents to the foregoing Assignment to SILVER STATE DISPOSAL SERVICE, INC. of said City's contract with DISPOSAL TRANSFORTATION, INC. dated January 4, 1978 subject, however, to terms and conditions set forth in said contract.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their duly authorized representatives this 15th day of February , 1989.

CITY OF NORTH LAS VEGAS

BY: JAMES K. SEASTRAND, MAXON

ATTEST:

DOMING W MARKETH COMMENT

CITY OF NORTH LAS VEGAS

INTER-OFFICE MEMORANDUM

TO: Gary Holler, Director of Public Works

FROM: Eileen M. Sevigny, City Clerk W8

SUBJECT: CITY COUNCIL ACTIONS

DATE: September 2, 1993

The following items were addressed at the September 1, 1993 meeting and actions are as follows:

- 1. The off-site improvements for Von Tobel Commerce Park were accepted for maintenance, and the Cash-in-Lieu of Bond in the amount of \$15,549.49 was authorized for release.
- The off-site improvements for San Mateo Valley Unit 1 were accepted for maintenance, and the Cash-in-Lieu of Bond Agreement in the amount of \$315,005.08, and Performance Agreement in the amount of \$44,451.00, were authorized for release.
- The request by Silver State Disposal Service, Inc. to relocate the solid waste landfill site to the "Apex" area was approved.
 - 4. Ordinance No. 1094, annexing property to the City was passed and adopted. (Annexation No. 80.) A conformed copy of the ordinance is enclosed.
 - 5. Ordinance No. 1091, annexing property to the City was passed and adopted as amended (Annexation No. 78). A conformed copy of the ordinance will be forwarded to you as soon as it is available.
 - 6. Regional Flood Control District Interlocal Contract for Construction of the Kyle Canyon Detention Basin and the Eighth Supplemental Interlocal Contract for the Gowan Outfall and Conveyance were approved.

* 1. 3 m * *



March 1, 1989

Joseph L. Anstett
Executive Vice President
Disposal Transportation, Inc.
P.O. Box 15170
Las Vegas, Nevada 89114

Dear Mr. Anstett:

Enclosed please find an executed copy of the Consent of Assignment of the refuse removal contract from Disposal Transportation, Inc. to Silver State Disposal Service, Inc. which was approved by the North Las Vegas City Council at their meeting of February 15, 1989, for your records.

Yours truly,

Esther V. Borden

City Clerk

EVB/1w

City of North Las Vegas

2200 Civic Center Drive P.O. Box 4086 North Las Vegas, Nevada 89030 (702) 649-5811

> Mayor James K. Seastrand

Councilmen Theron H. Goynes Mary J. Kincaid William E. Robinson W. Brent Hardy

> City Manager Michael Dyal

CONSENT

ВУ

CITY OF NORTH LAS VEGAS

The CITY OF NORTH LAS VEGAS hereby consents to the foregoing Assignment to SILVER STATE DISPOSAL SERVICE, INC. of said City's contract with DISPOSAL TRANSPORTATION, INC. dated January 4, 1978 subject, however, to terms and conditions set forth in said contract.

IN WITNESS WHEREOF, the parties hereto have caused this Consent to be executed by their duly authorized representatives this 15th day of February , 1989.

CITY OF NORTH LAS VEGAS

JAMES K. SEASTRAND, MAYOR

ATTEST:

ESTHER V. BORDEN, CITY CLERK

Disposal Transportation. Perc.

770 East Sahara Avenue ° P. O. Box 15170 LAS VEGAS, NEVADA 89114 Telephone 702/735-5151

February 23, 1989

Eileen M. Sevigny Chief Deputy City Clerk City of North Las Vegas 2200 Civic Center Drive North Las Vegas, Nevada 89030

Dear Ms Sevigny,

Enclosed please find a copy of the Assignment of Refuse Removal Contract and the Acceptance of the Assignment, both duly executed by the President and Secretary of Disposal Transportation, Inc. and Silver State Disposal Service, Inc., respectfully.

When the City of North Las Vegas has executed the consent of Assignment of the refuse removal contract from Disposal Transportation, Inc. to Silver State Disposal Service, Inc. as approved by the North Las Vegas City Council on February 15, 1989, please submit a copy to the undersigned.

Yours very truly,

Soseph L. Anstett

Executive Vice President

JLA/cam Encl.

ASSIGNMENT

OF

REFUSE REMOVAL CONTRACT

DISPOSAL TRANSPORTATION, INC., a Nevada Corporation, hereby sells, assigns and transfers all of its right, title and interest in and to that certain contract with the CITY OF NORTH LAS VEGAS entered into on the 4th day of January, 1978, to SILVER STATE DISPOSAL SERVICE, INC. effective as of April 1, 1989.

DISPOSAL TRANSPORTATION INC.

BY President

ATTEST:

Valed Lentell Secretary

ACCEPTANCE

<u>OF</u>

ASSIGNMENT

SILVER STATE DISPOSAL SERVICE, INC. hereby accepts the above Assignment and accepts to be bound by all of the terms and conditions set forth in said contract.

SILVER STATE DISPOSAL SERVICE, INC.

BY: Tola a Irola

ATTEST:

Secretary

Disposal Transportation, Perc.

770 East Sahara Avenue · P. O. Box 15170 LAS VEGAS, NEVADA 89114 Telephone 702/735-5151

February 8, 1989

Mr. Michael Dyal City of North Las Vegas Manager 2200 Civic Center Drive North Las Vegas, Nevada 89030

Dear Mr. Dyal,

After considerable evaluation and analysis of the garbage companies corporate structures, that is the extensive use of multiple corporations, the Board of Directors of each corporation have concluded that the economic advantages of such multiple corporations have been extinguished as a result of recent Federal Income Tax ramifications as well as the introduction of annoying company related personal injury litigation.

For example, there are a few local attorneys who are intent on testing the courts on what we term third party workman' compensation complaints, whereas, our employee, who is precluded from suing his employer for job related injuries, as provided by state statutes, will be enticed to file a complaint against a related company which maintains the equipment that our employee was using in his work. None of their suits have yet been successful, however, the legal fees and officer time involvement are, in reality, unnecessary and expensive.

In addition, the Tax Reform Act of 1986 has, in most instances, removed the incentive use of multiple corporations, utilizing surtax exemptions at lower rates for the first \$100,000.00 of earnings. At the present time, the previous lower tax rates are completely phased out by most of our multiple corporations.

For the aforementioned reasons, it is our company's desire to combine the existing disposal companies into one entity, with the exception of the DUMPCO, which will become a wholly owned subsidiary of the new corporation, known as Silver State Disposal Services, Inc.. Silver State Disposal Services, Inc. has already been incorporated in the state of Nevada as of January 24, 1989 and will become the employer of all employees, save and except those of the previously mentioned DUMPCO.

It is therefore, our purpose at this time to respectively request that the existing garbage hauling contracts as entered into by and between Disposal Transportation, Inc. and The City of

Mr. Michael Dyal City of North Las Vegas Manager Page 2 February 8, 1989

North Las Vegas be assigned and transferred in whole to the successor corporation, Silver State Disposal Service, Inc.. We further request that the existing Laughlin landfill operation contract be assigned and transferred to DUMPCO, which, presently, is the county's Sunrise Mountain Sanitary Landfill, contractor.

As a result of this contract assignment, the new Silver State Disposal Service, Inc. is expected to operate more efficiently, while maintaining the company's strict standards of municipal reporting, in conformity to our fiscal obligations regarding franchise fees as provided by the existing contract.

We anticipate the liquidation of the present contractor, Disposal Transportation, Inc., on March 31, 1989. Therefore, favorable action by the City of North Las Vegas prior to that date, transferring the contract effective April 1, 1989, would be most appreciated.

Respectfully submitted,

Joseph L. Anstett

Executive Vice President

JLA/cam

Disposal Transportation, Inc.

770 East Sahara Avenuc · P. O. Box 15170 LAS VEGAS, NEVADA 89114 Telephone 702/735-5151

June 18, 1987

To the Honorable James Seastrand, Mayor and City Councilmen of the City of North Las Vegas City Hall 2200 Civic Center Drive North Las Vegas, Nevada 89030

Gentlemen:

In accordance with the Refuse Removal Contract of January 4, 1978, please find enclosed the duly executed Notice of Exercise of Option which is set forth more particularly under Paragraph II, page 2 of the Refuse Removal Contract which provides that said Notice of Election to Exercise said Option in writing, and presented to you at least one hundred and twenty (120) days prior to the expiration of said Contract.

Very truly yours,

Joseph L. Anstett

Executive Vice President

JLA/tst enclosure

NOTICE OF EXERCISE OF OPTION

COMES NOW, DISPOSAL TRANSPORTATION, INC., a Nevada Corporation, by and through its officers and, pursuant to that certain Refuse Removal Contract made and entered into the 4th day of January, 1978, by and between the City of North Las Vegas, a municipal corporation of the State of Nevada (hereinafter called the "City") and Disposal Transportation, Inc., a Nevada Corporation (hereinafter called the "Contractor"), as amended and, pursuant to Paragraph II, page 2 thereof, does hereby give written notice of its election to exercise its Option upon the same terms and conditions for renewal of said contract for a period of five (5) years from and after the 1st day of January 1988.

Respectfully,

DISPOSAL TRANSPORTATION, INC.

Presiden

Attest:

Sećretarv

MICHAEL DYAL City Manager



Councilmen

4.53**5**

THERON H. GOYNES MARY J. KINCAID WILLIAM E. ROBINSON W. BRENT HARDY

City of North Las Vegas

2200 Civic Center Drive P.O. Box 4086 NORTH LAS VEGAS, NEVADA 89030

Telephone 649-5811

July 7, 1987

Disposal Transportation, Inc. 770 East Sahara Avenue P.O. Box 15170 Las Vegas, Nevada 89114

Attention: Joseph L. Anstett

Executive Vice President

Gentlemen:

At its meeting held July 1, 1987, the North Las Vegas City Council acknowledged the receipt of the Notice of Exercise of Option, Refuse Removal Contract (1978), Disposal Transportation, Inc. and renewed the contract for a period of five years from and after the 1st day of January 1988.

Yours truly,

Eileen M. Sevigny

Chief Deputy City Clerk

EMS/lw

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

•	
Esther V Borden City Clerk	
-	NOTICE OF EXERCISE OF OPTION - DISPOSAL TRANSPORTATION, INC REFUSE REMOVAL CONTRACT Esther V. Borden, City Clerk

Recommendation:

Council determination.

Fiscal Impact:

Background:

On January 4, 1978, the City of North Las Vegas entered into a contract with Disposal Transportation, Inc. to provide collection and disposal of garbage and rubbish. This contract was for a period of ten (10) years, and renewable for two terms of five (5) years, at the option of the contractor providing they were not in default of said contract.

Also included was the condition the contractor give 120 days written notice prior to the expiration of the contract of their intent to renew the agreement.

Disposal Transportation requests to exercise its option to renew this agreement for a period five years commencing from and after the First day of January, 1988.

Respectfully submitted,

Cleared for Agenda

eb 7/1/87

CITY OF NORTH LAS VEGAS REGULAR CITY COUNCIL MEETING

DATE

January 4, 1978, at 7:00 P.M.

PLACE

Council Chambers, 2200 Civic Center Drive,

North Las Vegas, Nevada

VERIFICATION

City Clark Borden announced that the Meeting Notice and Agenda had been properly posted and copies of the Meeting Notice and Agenda had been mailed to each person on the Mailing Register in compliance with NRS 241 (Open

Meeting Law).

PRESENT

Mayor Ray H. Daines, Mayor Pro Tempore Thomas Brown, Councilmen Cynthia Baumann, Mary Kincaid, and Gary Davis. Also present were City Manager Raymond D. Schweitzer, City Attorney George Franklin and City Clerk Esther V. Borden.

EXCUSED

None.

INVOCATION

Reverend Adrian W. Hall, College Park Baptist

Church

PLEDGE OF ALLEGIANCE Cub Scout Pack 183

MINUTES OF DECEMBER 13, 1977

Mayor Pro Tempore Brown MOVED the Minutes of December 13, 1977, be AMENDED on page 4, APPROVED AS AMENDED second line by changing the time to 9:20 P.M. and be APPROVED as AMENDED. Councilman Baumann SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

MINUTES OF DECEMBER 21, 1977 APPROVED

Mayor Pro Tempore Brown MOVED the Minutes of December 21, 1977, be APPROVED as written. Councilman Baumann SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

REFUSE REMOVAL CONTRACT APPROVED Contract No. A-46 Councilman Baumann MOVED to APPROVE the Refuse Removal Contract with Disposal Transportation, Inc., as revised. Councilman Kincaid SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

UNLEADED GASOLINE FACILITY PUBLIC SAFETY BUILDING AWARDED Contract No. 1157 Councilman Davis MOVED the contract for the installation of the Unleaded Gasoline Facility be AWARDED to Maintenance, Inc., in the total amount of \$7,392.00. Mayor Pro Tempore Brown SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

JOE KNIEP PARK REDEVELOPMENT PROJECT TABLED

Councilman Baumann MOVED the Joe Kniep Park Redevelopment Project be TABLED until January 18, 1978. Mayor Pro Tempore Brown SECONDED the MOTION CARRIED UNANIMOUSLY.

BUSINESS LICENSES APPROVED

Councilman Kincaid MOVED that Business Licenses 1 through 8 as presented on January 4, 1978, be APPROVED as follows:

CC - 1/4/78 OF KORTH

January 11, 1978

Disposal Transportation, Inc. 770 East Sahara Avenue Las Vegas, Nevada

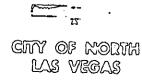
Attention: Joseph L. Anstett, Secretary

Dear Sir:

Pursuant to the action of the North Las Vegas City Council at its meeting of January 4, 1978, the Refuse Removal contract has been executed in two counterparts, one copy of which is enclosed for your records. You will note the commencement date is January 1, 1978.

In accordance with the terms of the contract, the following items should be filed in the office of the City Clerk at the earliest point in time.

- 1. A Surety Bond in the amount of \$5000.00,
- 2. A Certificate of Insurance to cover both the City and Disposal Transportation for bodily injury liability in the amount of \$100,000.00 each person each occurence; \$300.00.00 aggregate amount each occurence; and, \$10,000.00 property damage upon each truck or vehicle used by the Contractor.
- 3. A Sertificate of Insurance in accord with the "Workmen's Compensation Act".of Nevada



A-46

Disposal Transportation, Inc. Mr. Joseph L. Anstett, Secretary Page Two

The current procedure relative to billing and your North Las Vegas City License shall continue.

The other item, outside of the actual service criteria, is delivery each year to the City Manager no later than March 15 your annual certified audit of the previous year.

We look forward to your continuing good service and cooperation.

Sincerely,

Esther V. Borden City Clerk

EVB/lcg

Encs.

Hand delivered January 11, 1978
Received by: Seaso lasher



WILLOW TO WE WS ARCYR

• • •

REFUSE REMOVAL CONTRACT

January , 1978, by and between the City of North Las Vegas, a municipal corporation of the State of Nevada (hereinafter called the "City") and Disposal Transportation, Inc., a Nevada corporation (hereinafter called the "Contractor");

WITNESSETH;

WHEREAS, the Contractor is the successor in interest to all of the rights of Southern Nevada Disposal Service, Inc., a Nevada corporation, granted pursuant to that certain Agreement entered into between the City and Southern Nevada Disposal Service, Inc., dated the 7th day of October, 1957, all of the rights, title and interest of the said Southern Nevada Disposal Service, Inc., having been assigned to the Contractor herein on or about the 5th day of October, 1959; and

WHEREAS, said Agreement provided that the term thereof was to commence on the 1st day of October, 1957 and was to continue for a period of years to and including January 31, 1967 with an option to renew the same for an additional term of five (5) years upon written notice to the City at least 120 days prior to the expiration of said period of years; and

WHEREAS, the Contractor duly exercised its option to renew said Agreement for said additional five (5) year term by letter to the City dated September 15, 1966; and

NOW, THEREFORE, for an in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

I.

The Contractor hereby agrees to collect all garbage, rubbish, dirt and dead animals (hereinafter collectively called garbage) within the City of North Las Vegas from the receptacles kept and maintained by the places of business publicabuildings,

multiple dwellings and residences as provided for in the ordinances of the City of North Las Vegas pertaining to the collection and disposal of garbage, and rubbish, or any amendments thereto, and dispose of the same upon the terms and conditions hereinafter stated.

II.

This contract shall commence as of the January 1, ..., 1978, and shall be for a period of ten (10) years, and shall be renewable for two terms of five (5) years, at the option of the Contractor, upon the same terms and conditions provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this Agreement.

III.

Collections from places of business and public buildings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered and paid for by each said place of business or public building; collection from residences shall be made twice each week. Contractor will pick up heavy and/or bulk articles once per month from single family resides and multiple units, eight (8) in number or less and said users shall be notified of the date of such pick-up.

IV.

All garbage so collected shall be hauled to and dumped at the dump ground now in operation at the base of Sunrise Mountain, Clark County, Nevada or at whatever dump ground may be furnished by or to the Contractor (provided that any such alternate dump ground must be approved by the City of North Las Vegas) and the route to be travelled to and from the dump site shall be subject to approval of the City Council. The Contractor agrees to maintain the said dump in accordance with all appropriate rules,

FOLEY BROTHERS
LAW OFFICES
770 EAST SAHARA
LAS VEGAS, NEVADA

regulations or ordinances of the City, the County of clark, the Clark County District Board of Health and the United States Environmental Protection Agency. The Contractor further agrees to dispose of wet garbage, and to accept sole responsibility for the same and hold the City harmless from all claims, demands or otherwise.

 ∇ .

The Contractor shall have the exclusive right to collect garbage during the period this Contract is in force; except in instances whereby under the provision of this Contract, the Contractor is not required to make any collections, so long as service is being provided according to the Contract, by the Contractor.

VT

The Contractor shall provide for the payment of a license fee to the City based upon five (5%) per cent of thegross monthly collections of all the rates, fees and charges derived from the exercise of the privilege of collecting garbage, payable monthly. Contractor shall collect, remove and dispose of the garbage in accordance with the provisions hereof, and all the ordinances pertaining thereto during the continuance of this Contract.

VII.

The City agrees to render, on benalf of the Contractor, all billings for garbage service to the customers of the Contractor and to make all collections on account derived from said billings, reporting the aforementioned data to the Contractor, accompanied by a draft equal in amount to the cash collected during each month. Said financial report and draft shall be submitted to the Contractor no later than the 15th day of the month following the reportable month. The Contractor shall pay to the City an administrative billing and collection fee based

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upon five (5%) per cent of the gross monthly collections of all the rates, fees and charges derived from the exercise of the privilege of collecting garbage, payable monthly.

VIII.

The Contractor shall at all times keep on file with the City Clerk a Surety Bond, cash or its equivalent, in the amount of \$5,000.00 to insure the collection of garbage, said bond to be in form satisfactory to the City Attorney and approved by the City Council, conditioned upon the faithful performance of the Contract and compliance with the provisions of all ordinances of the City of North Las Vegas. In the event of a breach, for the time hereinafter specified, the bond shall be forfeited. In order that the public health and safety shall not be endangered thereby, the Contractor agrees that after a hearing and upon determination thereof, if there is sufficient evidence to believe that a breach has occurred, the City shall have the right to immediately take over the collection of all garbage and to take possession of all land and equipment owned by the Contractor and used by it in the performance of this Contract. This possession by the City of North Las Vegas shall be limited to a period not exceeding three (3) months and during said period, the City shall pay to the Contractor the reasonable rental value of the land and equipment to be taken. Should a breach of Contract result from an Act of God, strike, public enemy or similar causes, beyond the control of the Contractor, the City shall have the right during such period to take possession of all land and equipment owned by the Contractor, and used by it in the performance of this Contract. The City is to be reimbursed by the Contractor on a cost basis during the period of time that said collections are made by the City. However, such reimbursement shall not exceed one hundred twenty-five (125%) per cent of Contractor's cost for a like period of time, immediately preceding said breach. Waiver of any

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770 BAST SAHARA

LAS VEGAS, NEVADA

breach shall not constitute a waiver of any subsequent breach.

IX.

The Contractor agrees to file with the City Clerk and to keep in force during the initial or extended term hereof, public liability insurance covering the City and the Contractor in the amount of \$100,000.00 for the death or injury of one person, and \$300,000.00 for the death or injury to more than one person! and property damage insurance to the extent of \$10,000.00 upon each of the trucks or other vehicles used by the Contractor in carrying out the provisions of said Contract. City shall be made an additional insured on all of the above insurance coverage.

Х.

The Contractor shall maintain in force and effect during the initial or extended term hereof, full compensation insurance in accordance with the "Workmen's Compensation Act" of the State of Nevada, as now in force or as the same may be from time to time amended.

XI.

The Contractor shall appear in and defend all actions against the City of North Las Vegas arising out of the privileges conferred by this Contract; and the Contractor shall, and hereby does, indemnify and save the City harmless of and from all claims, demands, actions or causes of action, of every kind and description arising out of or in any wise connected with the exercise of the privileges conferred hereby.

XII.

The Contractor shall maintain an office conveniently located and furnished with a listed telephone, and shall keep that office open during usual business hours with an accredited representative of the Contractor, who shall have authority to represent and bind the Contractor in its relations with the City, and with the patrons of the Contractor.

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XIII.

The Contractor shall maintain full and complete accounting records so as to reflect accurately the total income, expenses and profits of the enterprise. The books and all records shall be produced for inspection at any time upon the request of the City Manager or the City Council.

XIV.

The Contractor shall, during each year of this Contract, make an annual certified audit of the books and records of account of the Contractor and related companies as of the close of business on the 30th day of September of each year, which said certified audit shall be delivered to the City Manager not later than the 15th day of March of each year for the previous year. The Certified Public Accountant preparing said annual certified audit shall also express his written opinion as to whether the financial statement contained therein presents fairly and accurately the financial position of the Contractor and the results of its operations in accordance with generally accepted accounting principles applied on a consistent basis.

XV.

The right or privilege authorized by this Contract is not assignable, either voluntarily or by operation of law, without the consent of the Board of City Council of the City of North Las Vegas. In the event the Contractor becomes insolvent or bank-rupt then the rights or privileges authorized hereby shall be immediately cancelled and annuled and the City shall have the right to take over said business or substitute another Contractor in its place and stead in the manner provided by law.

XVI.

Should the Contractor fail or neglect to make any garbage collection as by this Contract required, within the time nerein provided, then the City shall, after twenty-four (24)

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LAS VEGAS, NEVADA

hours notice, have the right to make collection and charge the Contractor with the cost thereof.

XVII.

The Contractor shall use enclosed trucks for the purpose of making garbage pickups in residential areas. The Contractor shall be permitted to use flat trucks for the collections of brush and other similar forms of garbage, and for the purpose of using exchange cans for the pickup of commercial wet garbage.

All flat trucks loaded with garbage or refuse shall, except when moving along a collection route in the course of collection, be covered with wire netting or tarpaulin. Any material that falls or spills onto city streets or alleys from such trucks shall be immediately picked up. All collections shall be made as 'quietly as possible and no unnessarily noisy trucks or equipment shall be used.

Any truck or other equipment used in collecting garbage shall be thoroughly cleaned by flushing with water, or by equivalent processes, at least once each week and should be deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition.

XVIII.

The Contractor hereby states that it has read all the ordinances of the City pertaining to the method of collecting garbage, and the rates charged therefor, and agrees to be bound by the same or any amendments thereto.

XIX.

It is further mutually agreed that the City and Contractor shall have the right to review the rate structure at intervals of not less than every six (6) months, at which time the Council shall determine whether an increase or decease in rates charged should be made to allow said Contractor an increased or decreased rate of return.

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It is further mutually agreed that in the event the general wage scale in the vicinity of North Las Vegas shall materially increase or decrease during the term of this Contract by reason of war, inflation, depression, or other unavoidable happening, the parties hereto may, upon either party giving thirty (30) days notice in writing to the other, renegotiate said Contract with respect to rate changes to provide for such raising or lowering of wages.

XXI.

In the event the City Council determines that the requested rate raises should not be made, or that present rates then in existence should be lowered, the Contractor shall have the right to terminate this Contract upon giving sixty (60) days written notice to said Council of its intention so to do, and in that event the Council shall have the right to purchase the equipment then in use by said Contractor, or in the alternative, shall have the right to rent said equipment at a price to be determined by the prevailing rental rates for similar equipment in use by Contractor at that time in the North Las Vegas vicinity. In the event the City elects to rent said equipment, the period of rental shall be for a period of time mutually agreeable to the parties hereto. In the event the parties cannot agree as to matters in this paragraph contained, then the disputed matters Shall becarbîtrated in accordance with the provisions of athe. Uniform Arbitration Act of the State of Nevada, being NRS 38.015 et seq., or any amendments thereto.

XXII.

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In the event the City Council determines that the Contractor is in default under any of the provisions hereof, the City Council shall give the Contractor sixty (60) days written notice specifying the provisions hereof under which the City

FOLEY BROTHERS

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LAS VEGAS, NEVADA

Council has determined that a default exists, and giving the Contractor sixty (60) days within which to correct any such default. In the event the Contractor does not correct any such default within sixty (60) days as hereinabove in this paragraph provided, then and in such event the City of North Las Vegas may terminate the Contract on thirty (30) days written notice to the Contractor and the bond deposited by Contractor, conformable with the provisions of Paragraph VIII hereof shall be forfeited.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives the day and year first above written.

CITY OF NORTH LAS VEGAS, NEVADA

Mayor

DISPOSAL TRANSPORTATION, INC.

Counterpart One

EY BROTHERS LAW OFFICES 70 EAST SAHARA

N/0-

CITY OF NORTH LAS VEGAS INTER-OFFICE MEMORANDUM

Date December 14, 1977

To: RAY SCHWEITZER

Department:

City Manager

From: GEORGE E. FRANKLIN

Department:

City Attorney

Subject:

Award of Refuse Contract Without Bid Procedures.

Under the Local Government Purchasing Act there are several exceptions to the mandatory bidding procedures.

N.R.S. 332.035 does authorize purchases or contracts of \$2500.00 or less to be awarded without bid, but even under this particular section the governing body can require bids if they so desire.

Other than the \$2500.00 amount limitation there are other exceptions to the mandatory bidding procedures that have had to be adopted because not all governmental contracts are susceptible to the inflexibility of plans and specifications.

Among these exceptions are sole source items and professional services, but even these two are categorized under N.R.S. 332.115 which permits non-bidding of "contracts which by their nature are not adapted to award by competitive bidding."

The granting of a contract for refuse disposal can be predicated upon going to bid if that is the desire of a majority of the council, but likewise should a majority of the council make the determination that the nature of the services to be provided are not adapted to award by competitive bidding, they may proceed by negotiation and contract.

GEORGE E. FRANKLIN

GEF/vq

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

May 30, 1972 Date

To: Clay Lynch

Department: City Manager

From:

Shirley A. Hansell

Department:

City Clerk

Subject: GARBAGE CONTRACT

The chronology of our contract with Disposal Transportation, Inc., seems to be as follows:

- Original contract awarded July 20, 1948. (No term of contract or options mentioned here.)
- 2. Option to renew exercised December 27, 1956, to run from 1957 to 1962. (Did not go to Council for acceptance.)
- New contract on October 7, 1957, to run from 1957 to 1967. (Not ratified by Council. Contract stated that if it was not accepted, 1962 contract would stay in effect.)
- A contract dated in 1952 is mentioned in minutes when new ordinance passed. (Is not in files.)
- 5. New billing procedure (no contract) was approved on October 7, 1957.
- 6. Receipt of option to renew from January 1967 to January 1972, was acknowledged by Council only on December 13, 1965.
- 7. On September 2, 1969, City Attorney directed to draft contract documents and ordinance at time of rate increase. Ordinance passed in October, contract not written.

I believe we have no valid contract with the garbage company.

Shirley A.\ Hansell

City Clerk

SAH: emg

120/66

January 20, 1966

Disposal Transportation, Inc. 1300 North "A" Street Las Vegas, Nevada 89106

Re: A-46

Gentlemen:

At their December 6, 1965, meeting the City Council acknowledged Execuipt of your letter of November 26, 1965, notifying the City Council of your firm's intention to renew your contract to collect and dispose of garbage for a period from January 31, 1967, to and including January 31, 1971.

In order not to be in violation of your present contract, it will be necessary for your firm to file an annual financial statement with the City Clerk. The last statement provided was dated September 30, 1964, and we had assumed that we would receive your 1965 statement before now.

Thank you for your attention to this matter.

Yours very truly,

Helen G. Pivoda City Clerk

HGP/af

MICRO PLANT

FEB 25 1972

LAS VEGAS

Disposal Transportation, Inc. Acena

1300 North "A" Street · P. O. Box 4277
LAS VEGAS, NEVADA 89106
Telephone 385-3464

November 26, 1965

Board of City Commissioners City of North Las Vegas City Hall North Las Vegas, Nevada

Attention: William Taylor, Mayor

Gentlemen:

Reference is made to that certain proposal for Contract to Collect and Dispose of Garbage directed to the Board of City Commissioners of the City of North Las Vegas, Nevada dated the 7th day of October, 1957, and particularly Paragraph I thereof:

Under the terms of said proposal the contract commenced on the 1st day of October 1957 and was for a period of years to and including January 31, 1967 and was renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of the agreement.

Contractor hereby elects to renew said contract for a period of five years, or for the period January 31, 1967 to and including January 31, 1971.

Very truly yours,

DISPOSAL TRANSPORTATION, INC. a Nevada corporation, successor to Southern Nevada Disposal Service, Inc.

by Lester L. defortune
President

RECEIPT of a copy of the above and foregoing Election of Contractor to renew Contract to Collect and Dispose of Garbage is hereby acknowledged this——— day of November, 1965.

CITY OF NORTH LAS VEGAS

by:_____

MICRO MINIO

FEB 25 13.2

LAS VEGAS

9/30/65

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

Date September 30, 1965

To: CLAY LYNCH

Department

From: WILLIAM S. BARKER

Department

LEGAL

Subject:

ELECTION OF DISPOSAL TRANSPORTATION, INC. TO RENEW CONTRACT FOR FIVE YEARS.

Relative to the letter of September 15th, 1965, from Disposal Transportation, Inc., in which they elect to renew our contract with them for the next five (5) years, pursuant to Paragraph 1 of the contract I recommend that the following letter be written to the contractor:

"Gentlemen: Relative to your letter of September 15th, 1965, in which you state that you elect to renew the contract for a period of five (5) years, pursuant to Paragraph I of the contract dated the 7th day of October, 1957, said Paragraph I reads as follows:

"This contract shall commence on the 1st day of October, 1957, and shall be for a period of years to and including January 31, 1967, and shall be renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this agreement." (Underlining supplied.)

Pursuant to Paragraph XVIII, City Council determines that the contractor is now in default under provision XXII which is as follows:

"The Contractor shall during each year of the contract make an annual report to the City showing the amount of its receipts, and disbursements, and such other details with reference to its income, expenditures and operations, as may be required by the City for the purpose of ascertaining the cost of operation, profits derived, and the manner and extent of its operation."

CITY OF NORTH

10/5/65.

October 5, 1965

Disposal Transportation, Inc. 1300 North "A" Street Las Vegas, Nevada 89106

Attention: Lester L. LaFortune, President

Gentlemen:

Relative to your letter of September 15, 1965, in which you state that you elect to renew the contract for a period of five (5) years, pursuant to Paragraph I of the contract dated the 7th day of October, \$957, said Paragraph I reads as follows:

"This contract shall commence on the 1st day of October, 1957, and shall be for a period of years to and including January 31, 1967, and shall be renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this agreement."

Pursuant to Paragraph XVIII, the City Council at its October 4, 1965 meeting determined that Disposal Transportation, Inc. is now in default under Provision XXII which is as follows:

"The Contractor shall during each year of the contract make an annual report to the City showing the amount of its receipts, and disbursements, and such other details with reference to its income, MICRO FUMED

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CITY OF MORTH

Disposal Transportation, Inc. 1300 North "A" Street Las Vegas, Nevada October 5, 1965 Page 2

expenditures and operations, as may be required by the City for the purpose of ascertaining the cost of operation, profits derived, and the manner and extent of its operation."

According to our records, the last income and expense statement submitted by Disposal Transporation, Inc., was for the year ending June 30, 1963. The City Council hereby gives you sixty (60) days notice in which to comply with said Paragraph XXII. Since your election to renew was made during a period of time when you were in default of the contract, it is of no force and effect and we cannot consider any such election to renew the contract pursuant to Paragraph I until such time as you are not in default and are otherwise in a position to elect to renew said contract.

Yours very truly,

(Mrs.) Helen G. Pivoda City Clerk

HGP: jld

Disposal Transportation, Inc. Lenew option

1300 North "A" Street ° P.O. Box 4277
LAS VEGAS, NEVADA 89106
Telephone 385-3464

September 15, 1965

Board of City Commissioners City of North Las Vegas City Hall North Las Vegas, Nevada

Attention:

William Taylor, Mayor

Gentlemen:

Reference is made to that certain proposal for Contract to Collect and Dispose of Garbage directed to the Board of City Commissioners of the City of North Las Vegas, Nevada dated the 7th day of October, 1957, and particularly Paragraph I thereof:

Under the terms of said proposal the contract commenced on the 1st day of October, 1957 and was for a period of years to and including January 31, 1967 and was renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of the agreement.

Contractor hereby elects to renew said contract for a period of five years, or for the period January 31, 1967 to and including January 31, 1971.

Very truly yours,

DISPOSAL TRANSPORTATION, INC., a Nevada corporation, successor to Southern Nevada Disposal Service, Inc.

by Cested L. LaFortune
President

RECEIPT of a copy of the above and foregoing Election of Contractor to renew Contract to Collect and Dispose of Garbage is hereby acknowledged this _____day of September, 1965.

CITY OF NORTH LAS VEGAS

by: _____

MICRO FIMER

FEB 25 1972

CITY OF NORTH

Effective January 1, 1961, the undersigned corporation hereby agrees to release to the City of North Las Vegas, Nevada, the right to perform the functions of billings, cash collections and all other administrative matters concerning such billings and cash collections for disposal service in the City of North Las Vegas.

It is further agreed that the undersigned corporation agrees to submit to the City of North Las Vegas the prepared disposal service bills for the first quarter of 1961 as well as the arrears on such accounts, a schedule of monthly billings with arrears, a schedule of accounts paid in advance and a schedule of accounts considered to be uncollectible by the undersigned corporation but which have not yet been written off to bad debts.

It is further agreed that the undersigned corporation will pay to the City of North Las Vegas a fee of 5% of total disposal service collections for the services rendered by the City of North Las Vegas, this fee to be paid not later than fifteen (15) days after the first day of the month subsequent to the month billed.

It is further agreed that the City of North Las Vegas shall, at a date not later than the tenth (10th) day of the month subsequent to the month billed, render to the undersigned corporation a statement of total disposal service billings for the month as well as total disposal service cash received for the month, accompanied by a check for the total of such cash collected.

This Agreement shall not be deemed nor construed to be a material change or modification of that certain contract between the undersigned corporation and the City of North Las Vegas, dated October 7, 1957.

DISPOSAL TRANSPORTATION, INC.

L. L. La Fortune, President

ÄT:TEST

Helen S. Twoda

Helen G. Pivoda, City Clerk

CITY OF NORTH LAS VEGAS

Earl Hartke, Mayor

FES 25 1072

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October 13, 1959

Southern Nevada Disposal Service, Inc. 1300 N. "A" Street Las Vegas, Nevada

ATTENTION: Mr. Lester L. LaFortune, Vice President

Gentlemen:

At a regular meeting of the City Council held Monday, October 5, 1959, the City Council passed a resolution approving the transfer of the rights and obligations of the Southern Nevada Disposal Service, Inc. to Disposal Transportation, Inc. to be effective October 1, 1959.

Yours very truly,

Robert M. Nelson, City Clerk

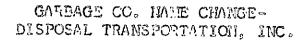
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OCTOBER 1, 1959

VHEREAS, application has been made by the comporations hersafter set forth for the approval by the Board of City Commissioners of the City of North Las Vegas, Navada of the proposed assignment of rights and obligations devolving noon Southern Nevade Disposal Service, inc. under that deriain requests between the City of North Las Vegas and Southern Nevada Disposal Service, Inc., dated October 7, 1957, covering the collection and disposal of trash and garbage within the large torial limits of the City of North Las Vegas, to Disposal Transportation, Inc., a Nevada corporation; and

THEREAS, the proposed assignce, Disposal Transportation, Inc. is wholly owned and operated by the same persons who own and operate the proposed assignor, Southern Nevada Disposed Service, Inc. and there will be no change in ownership or management as the result of this assignment; but by means of the requested assignment the operations in the City of North Las

Vegas can be separated but from all other territoriess and WHEREAS, paragraph XXIII of the aforesaid contract provides for such assignment upon approval thereof by the Roard of City Commissioners of the City of North Las Vegas;

THEREFORE BE IT RESOLVED:
That the Board of City Commissioners of the City of That the Board of City Commissioners of the City of North Las Vegas, Nevada shall and do hereby approve the transfer from Southern Nevada Disposal Sarvice, Inc. to Disposal Transportation, Inc. of the rights and obligations of the origin Southern Nevada Disposal Service, Inc. under that carbain contract between the City of Herth Las Vegas, Nevada and Southern Nevada Disposal Service, Inc. dated October 7, 1957, courtest the collection of trash and garbage within the territorial limits of the City of North Las Vegas;

That such transfer to Disposal Transportation, Inc. shall be effective as at the commencement of business of

shall be effective as at the commencement of business of October 1, 1959, and thereafter the said Disposal Transportation. Inc. shall be the contractor uncor the above-described contract. and subject to all of the provisions contained thereing

That the approval granted herein shall be and is conditioned upon the right of the City of North Las Vegas to disregard or disallow any increased valuations this way be reflected upon the books of Disposal Transportation, Inc. as the result of the assignment of this contract and/or the liquidation of Southern Nevada Disposal Service, Erc. & and the further condition that said Disposal Transportables, The shall at all times own and maintain in application in the City of North Las Voges sufficient and adequate doublement to properly serve the said City.

> MICRO FILMED FEB 25 1972 CITY OF NORTH LAS VECAS

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Mane Change 10-1-1959

EXERCISE OF OPTION

TO: HONORABLE AL FERGUSON, Mayor, and HONORABLE EARL EVANS, WALTER REEVES, RICHARD KING and AL BRITZ, Commissioners, together constituting the Board of City Commissioners of the City of North Las Vegas, Clark County, Nevada

PLEASE TAKE NOTICE that SOUTHERN NEVADA DISPOSAL SERVICE, INC., a Nevada corporation, hereby exercises its option to extend the certain contract to collect and dispose of garbage, made and executed by and between the City of North Las Vegas and SOUTHERN NEVADA DISPOSAL SERVICE, INC., as Contractor, during July, 1952, for a term of five (5) years, commencing on or before the first day of August, 1952, with an option to extend said contract for the additional term of five (5) years, to be exercised by the giving of written notice to the City of North Las Vegas one hundred twenty (120) days, or more, prior to the expiration of said agreement.

Conformably with this exercise of option and election, PLEASE TAKE NOTICE that the term of said contract to collect and dispose of garbage is hereby extended for the additional term of five (5) years from the expiration date of the existing contract, to-wit, from August 1, 1957 to and including July 31, 1962, said extended term to be on the same terms and conditions provided for in the existing contract.

IN WITNESS WHEREOF, SOUTHERN NEVADA DISPOSAL SERVICE, INC. has caused this Exercise of Option to be executed by its President thereunto duly authorized this γ / γ day of December, 1956.

SOUTHERN NEVADA DISPOSAL SERVICE, INC.

Ву

Precident

ATTEST:

Secretary

RECEIPT of the original of the above and foregoing Exercise of Option this $\frac{\gamma_1}{2}$ day of December, 1956, is hereby acknowledged.

CITY OF NORTH LAS VEGAS

Labert Milson Clerk

PROPOSAL FOR CONTRACT TO COLLECT AND DISPOSE

OF GARBAGE

To the Board of City Commissioners of The City of North Las Vegas:

The undersigned, SOUTHERN NEVADA DISPOSAL SERVICE, INC., (hereinafter called contractor) hereby offers to collect all garbage, rubbish and dirt (hereinafter collectively called garbage) within the City of North Las Vegas from the receptacles kept and maintained by the places of business, public buildings, multiple dwellings and residences as provided for in the ordinances of the City of North Las Vegas pertaining to the collection and disposal of garbage and rubbish, or any amendments thereto, and dispose of the same upon the terms and conditions hereinafter stated.

I.

This contract shall commence on the 1st day of October, 1957, and shall be for a period of years to and including January 31, 1967, and shall be renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this agreement.

II.

Collections from places of business and public buildings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered and paid for by each said place of business or public building; collection from residences shall be made twice each week.

III.

All garbage so collected shall be hauled to and dumped at the Contractor's dump ground or any place he desires to take it, provided such place meets with the approval of the City of Las Vegas, the County of Clark, and the City of North Las Vegas. The Contractor further agrees to dispose of wet garbage and to accept sole responsibility for the same and hold the City harmless from all claims, demands or otherwise.

IV.

The Contractor shall have the exclusive right to collect garbage during the period this contract is in force; except in instances whereby under the provisions of this contract, the Contractor is not required to make any collection.

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The City of North Las Vegas will, through its law enforcement agencies, protect the Contractor by preventing scavengers from taking wet garbage or any other salvage materials; and by prosecuting violators of the ordinance in such cases made and provided.

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The City of North Las Vegas will enforce their ordinance regulating the size of cans and proper handling of trash and garbage affecting sanitation.

VII.

The Contractor agrees to file with the City Clerk and to keep in force during the term hereof, public liability and property damage insurance covering the City and the Contractor in the amount of \$50,000.00, for the death or injury of one person, and \$100,000.00 for the death or injury to more than one person, and property damage insurance to the extent of \$10,000.00 upon each of the trucks or other vehicles used by the Contractor in carrying out the provisions of said contract.

VIII.

The Contractor shall maintain in force and effect during the terms hereof, full compensation insurance in accordance with the "Workmen's Compensation Act" of the State of Nevada.

IX.

The Contractor shall appear in and defend all actions against the City of North Las Vegas arising out of the privileges conferred by this contract; and the Contractor shall indemnify and save the City harmless of and from all claims, demands, actions, or causes of action, of every kind and description arising out of or in anywise connected with the exercise of the privileges conferred by this contract.

X.

The Contractor shall at all times keep on file with the City Clerk a Surety Bond, cash or its equivalent, in the amount of \$5,000.00 to insure the collection of garbage, said bond to be in form satisfactory to the City Attorney and approved by the Board of Commissioners, conditioned upon the faithful performance of the contract and compliance with the provisions of all ordinances of the City of North Las Vegas. In the event of a breach, for the time hereinafter specified, the bond shall be forfeited. order that the public health and safety shall not be endangered thereby, the Contractor agrees that after a hearing and upon determination thereof, if there is sufficient evidence to believe that a breach has occurred, the City shall have the right to immediately take over the collection of all garbage and to take possession of all equipment owned by the Contractor and used by it in the performance of this contract. This possession by the City of North Las Vegas shall be limited to a period not exceeding three (3) months and during said period the City shall pay to the Contractor the reasonable rental value of the equipment so taken. Should a breach of contract result from an act of God, strike, public enemy, or similar causes, beyond the control of the Contractor, the City shall have the right during such period to take over the collection of garbage and to take possession of equipment owned by the Contractor, and used by it in the performance of this contract. The City is to be reimbursed by the Contractor on a cost basis during the period of time that said collections are made by the City. Waiver of any breach shall not constitute a waiver of any subsequent breach.

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XI.

The Contractor shall maintain an office conveniently located and furnished with a listed telephone, and shall keep that office open during usual business hours with an accredited representative of the Contractor, who shall have authority to represent and bind the Contractor in its relations with the City, and with the patrons of the Contractor.

XII.

Rates for garbage collection now in effect will continue to apply subject to adjustment as hereinafter provided.

XIII.

Should the Contractor fail or neglect to make any garbage collection as by this Agreement required, within the time herein provided, then the City shall, after twenty-four (24) hours notice, have the right to make collection and charge Contractor with the cost thereof.

XIV.

The Contractor shall use enclosed trucks for the purpose of making garbage pickups in residential areas. The Contractor shall be permitted to use flat trucks for the collection of brush and other similar forms of garbage, and for the purpose of using exchange cans for the pickup of commercial wet garbage.

All flat trucks loaded with garbage or refuse shall, except when moving along a collection route in the course of collection, be covered with wire netting or tarpaulin. Any material that falls or spills onto city streets or alleys from such trucks should be immediately picked up. All collections shall be made as quietly as possible and no unnecessarily noisy trucks or equipment shall be used.

Any truck or other equipment used in collecting garbage shall be thoroughly cleaned by flushing with water, or by equivalent processes, at least once each week and should be deodorized or disinfected when necessary to maintain such equipment in a sanitary and non-offensive condition.

XV.

The Contractor agrees to repair or replace at his own cost and expense any garbage cans damaged or destroyed by the Contractor or his employees.

XVI.

It is further mutually agreed that in the event the general wage scale or equipment costs in the vicinity of North Las Vegas shall materially increase or decrease during the term of this agreement by reason of war, inflation, depression, or other unavoidable happening, or in the event the Contractor feels that it is not realizing a fair rate of return, the parties may, upon either party giving thirty (30) days notice in writing to the other, renegotiate said agreement with respect to rate charges to provide for any such contingency.

LAW OFFICES
TAYLOR & GUBLER
LAS VEGAS, NEVADA

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XVII.

In the event the City Commission determines that the requested rate raises should not be made, or that present rates then in existence should be lowered, the Contractor shall have the right to terminate this agreement upon giving sixty (60) days written notice to said Commission of its intention so to do, and in that event the Commission shall purchase the equipment then in use by said Contractor in its North Las Vegas operation, or in the alternative, shall have the right to rent said equipment at a price to be determined by the prevailing rental rates for similar equipment in use by contractors at that time in the North Las Vegas vicinity. In the event the City elects to rent said equipment, the period of rental shall be for a period of time mutually agreeable to the parties hereto. In the event the parties cannot agree as to matters in this paragraph contained then the provisions of paragraph XIX for appointment of appraisers

XVIII.

and determination thereby shall apply.

In the event the City Commission determines that the Contractor is in default under any of the provisions hereof, the City Commission shall give the Contractor sixty (60) days written notice specifying the provisions hereof under which the City Commission has determined that a default exists, and giving the Contractor sixty (60) days within which to correct any such default. In the event the Contractor does not correct any such default within sixty (60) days as hereinabove in this paragraph provided, then and in such event the City of North Las Vegas may terminate the contract on thirty (30) days written notice to the Contractor, and may take possession of the equipment of the Contractor utilized in its North Las Vegas operation, as hereinafter provided in Paragraph XIX hereof, and the bond deposited by Contractor conformably with the provisions of Paragraph X hereof shall be forfeited.

XIX.

At the end or sooner termination of the contract the City of North Las Vegas agrees to lease all usable equipment belonging to the Contractor and utilized in its North Las Vegas operation, provided mutually satisfactory terms can be agreed upon between the parties. In the event the parties are unable to agree as to rental and other lease terms, the City hereby agrees to buy all such equipment used by the Contractor in the operation of its garbage business in North Las Vegas at a price to be agreed upon between the parties, or in the event the parties are unable to agree, at a price designated by three appraisers, one of whom shall be appointed by each of the parties hereto and the third by the appraisers so appointed; provided that the City's rights to lease or buy may be assigned.

XX.

The Contractor shall provide for the payment of a license fee to the City of an amount to be determined by the Board of Commissioners, based on a percentage of the gross monthly collections from the receipts derived from the exercise of the privilege of collecting garbage, payable quarterly. Contractor shall collect, remove and dispose of the garbage in accordance with the provisions hereof, and all the ordinances pertaining thereto during the continuance of this contract.

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LAW OFFICES TAYLOR & GUBLER

AS VEGAS, NEVADA

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The Contractor shall make all collections of garbage fees and shall maintain full and complete accounting records so as to reflect accurately the total income, expenses and profits of the enterprise, and shall file with the City Clerk, thirty (30) days after the end of the preceding quarter, a statement of the gross receipts from the collection of garbage and refuse during the quarter next preceding the date of such statement sworn to before a Notary Public. All payments made to the Contractor by a user of service shall be evidenced by a written receipt and the said payments shall be properly accounted for as a revenue item on the part of the Contractor. The books and all records shall be produced for inspection at any time upon the request of the City Clerks of the City Commission.

XXII.

The Contractor shall during each year of the contract, make an annual report to the City showing the amount of its receipts, and disbursements, and such other details with reference to its income, expenditures and operations, as may be required by the City for the purpose of ascertaining the cost of operation, profits derived, and the manner and extent of its operation.

XXIII.

The right or privilege authorized by this contract is not assignable either voluntarily or by operation of law, without the consent of the Board of City Commissioners of the City of North Las Vegas. In the event the Contractor becomes insolvent or bankrupt then the rights or privileges authorized hereby shall be immediately cancelled and annulled and the City shall have the right to take over said business or substitute another Contractor in its place and stead in the manner provided by law.

XXIV.

In the event the contract resulting from acceptance hereof by the City of North Las Vegas is held invalid for any reason, the existing contract between the parties hereto shall continue in full force and effect, subject to all terms and conditions thereof, until the expiration date of said contract, to-wit, the 31st day of July, 1962.

XXV.

Contractor agrees during the term of the agreement proposed or any extensions thereof to maintain a mosquito abatement truck for the purpose of assisting in the elimination of disease carried by flies and mosquitoes; and agrees to spray, commencing with the spring of 1958 all alleys and garbage cans throughout the City as and when necessary, and to permit the City to utilize such equipment as and when desired (consistent with the use thereof by the City of Las Vegas), without cost to the City and/or to the public.

XXVI.

Contractor requests that existing ordinances be amended or that a new ordinance or new ordinances be enacted within ninety (90) days after October 1, 1957, for the following purposes:

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- Imposing a penalty for failure of householders and other occupants of land to accept and pay for services from the Contractor and authorizing Contractor to discontinue service to any customer whose garbage collection fee remains unpaid for ninety (90) days or more, Contractor to resume service to such customer as soon as their delinquent bills have been paid, and
- Authorizing the City to revoke the business license of any commercial customer refusing to accept service from the Contractor or accepting service and failing or refusing to pay his, their or its bill within thirty (30) days after the due date thereof.

The City by the acceptance of this proposal agrees to use all due diligence within the time limited in this paragraph to enact the ordinance or ordinances above specified and after the enactment thereof to utilize all law enforcement and other agencies of the City for the timely and vigorous enforcement of said ordinances.

XXVII.

It is further mutually agreed that the City shall have the right to review the rate structure at intervals of not less than every six months, at which time the Commission shall determine whether an increase or decrease in rates charged should be made to allow said Contractor an increased or decreased rate of return. In making such determination the Commission shall consider all of the Contractor's operations within the vicinity of the City of North Las Vegas including salvage operations and disposal of wet garbage by hog feeding.

XVIII.

If this offer is acceptable, you shall indicate your acceptance thereof by executing and dating the form of acceptance appended hereto and when so accepted the same shall constitute the contract between the undersigned and the City of North Las Vegas.

DATED at Las Vegas, Nevada, this 7th day of October, 1957.

SOUTHERN NEVADA DISPOSAL SERVICE, INC. Contractor

MAX CHASON. President

The foregoing offer is hereby accepted pursuant to a Motion of the Board of Commissioners of the City of North Las Vegas, adopted at a meeting of said Board held on the

CITY OF NORTH LAS VEGAS.

LAW OFFICES TAYLOR & GUBLER LAS VEGAS, NEVADA

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Clerk

EXERCISE OF OPTION

TO: HONORABLE AL PERGUSON, Mayor, and HONORABLE EARL EVANS, WALTER REEVES, RICHARD KING and AL BRITZ, Commissioners, together constituting the Board of City Commissioners of the City of North Las Vegas, Clark County, Nevada

PLEASE TAKE NOTICE that SOUTHERN NEVADA DISPOSAL SERVICE, INC., a Nevada corporation, hereby exercises its option to extend the certain contract to collect and dispose of garbage, made and executed by and between the City of North Las Vegas and SOUTHERN NEVADA DISPOSAL SERVICE, INC., as Contractor, during July, 1952, for a term of five (5) years, commencing on or before the first day of August, 1952, with an option to extend said contract for the additional term of five (5) years, to be exercised by the giving of written notice to the City of North Las Vegas one hundred twenty (120) days, or more, prior to the expiration of said agreement.

Conformably with this exercise of option and election, PLBASE TAKE NOTICE that the term of said contract to collect and dispose of garbage is hereby extended for the additional term of five (5) years from the expiration date of the existing contract, to-wit, from August 1, 1957 to and including July 31, 1962, said extended term to be on the same terms and conditions provided for in the existing contract.

IN WITNESS WHEREOF, SOUTHERN NEVADA DISPOSAL SERVICE, INC. has caused this Exercise of Option to be executed by its President thereunto duly authorized this $\underline{\gamma}_{\underline{\gamma}}$ day of December, 1955.

SOUTHERN NEVADA DISPOSAL SERVICE, INC.

Mason

ATTEST:

Secretary

RECEIPT of the original of the above and foregoing Exercise of Option this 2/2 day of December, 1956, is hereby acknowledged.

. CITY OF NORTH LAS VEGAS

Richard Milson

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PROPOSAL FOR CONTRACT TO COLLECT AND DISPOSE

OF GARBAGE

To The Board of City Commissioners of The City of North Las Vegas:

The undersigned, SOUTHERN NEVADA DISPOSAL SERVICE, INC., (hereinafter called contractor) hereby offers to collect all garbage, rubbish and dirt (hereinafter collectively called garbage) within the City of North Las Vegas from the receptacles kept and maintained by the places of business, public buildings, multiple dwellings and residences as provided for in the ordinances of the City of North Las Vegas pertaining to the collection and disposal of garbage and rubbish, or any amendments thereto, and dispose of the same upon the terms and conditions hereinafter stated.

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This contract shall commence on or before the 1st day of August, 1952, and shall be for a period of five years, and shall be renewable for a term of five years at the option of the Contractor upon the same terms and conditions provided the Contractor is not then in default, and provided the Contractor gives notice of such election to the City in writing one hundred twenty (120) days or more prior to the expiration of this agreement.

... II •

Collections from places of business and public buildings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered and paid for by each said place of business or public building; collection from residences shall be made twice each week.

III.

All garbage so collected shall be hauled to and dumped at the Contractor's dump ground or any place he desires to take it, provided such place meets with the approval of the City of Las Vegas, County of Clark, and City of North Las Vegas. The Contractor further agrees to dispose of wet garbage and to accept sole responsibility for the same and hold the City harmless from all claims, demands or otherwise.

IV.

The Contractor shall have the exclusive right to collect garbage during the period this contract is in force; except in instances whereby under the provisions of this contract, the Contractor is not required to make any collection.

٠V.

The City of North Las Vegas will, through its law enforcement agencies, protect the Contractor by preventing scavengers from taking wet garbage or any other salvage materials; and by prosecuting violators of the ordinance in such cases made and provided.

.VI.

The City of North Las Vegas will enforce their ordinance

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regulating the size of cans and proper handling of trash and garbage affecting sanitation.

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The Contractor agrees to file with the City Clerk and to keep in force during the term hereof, public liability and property damage insurance covering the City and the Contractor in the amount of \$50,000.00, for the death or injury of one person, and \$100,000.00 for the death or injury to more than one person, and property damage insurance to the extent of \$10,000.00 upon each of the trucks or other vehicles used by the Contractor in carrying out the provisions of said contract.

VIII.

The Contractor shall maintain in force and effect during the term hereof, full compensation insurance in accordance with the "Workmen's Compensation Act" of the State of Nevada.

IX.

The Contractor shall appear in and defend all actions against the City of North Las Vegas arising out of the privileges conferred by this contract; and the Contractor shall indemnify and save the City harmless of and from all claims, demands, actions, or causes of action, of every kind and description arising out of or in anywise connected with the exercise of the privileges conferred thereby.

Χ.

The City of North Las Vegas shall not hold the Contractor responsible for an act of God, strike, public enemy, or similar causes beyond the control of the Contractor.

XI.

The Contractor shall maintain an office conveniently located and furnished with a listed telephone, and shall keep that office opened during the usual business hours with an accredited representative of the Contractor, who shall have authority to represent and bind the Contractor in its relations with the City, and with the patrons of the Contractor.

XII.

The City of North Las Vegas will approve and adopt a rate structure the same as that now in effect in the City of Las Vegas, a copy of which is attached hereto, marked Exhibit "A"; and made a part hereof.

XIII.

It is mutually agreed between the Contractor and the City of North Las Vegas that after one year's operation, the Contractor will present the City with a ninety day operational cost, and if the revenue is not sufficient to give the contractor a twenty per cent (20%) net profit, the City Commission of North Las Vegas will determine if the Contractor has conducted an efficient operation; said Commission shall proceed to raise the rates to such an amount as will allow the said Contractor a fair rate of return on his in-

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vestment for the services performed as may be determined by the City Commission.

XIV.

Should the Contractor fail or neglect to make any garbage Collection as by this ordinance required, within the time herein provided, then the City shall, after seventy-two (72) hours notice, have the right to make collection and charge Contractor with the cost thereof.

XV.

The Contractor shall use enclosed trucks for the purpose of making garbage pickups in residential areas. The Contractor shall be permitted to use flat trucks for the collection of brush and other similar forms of garbage, and for the purpose of using exchange cans for the pickup of commercial wet garbage.

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It is further mutually agreed that in the event the general wage scale in the vicinity of North Las Vegas shall materially increase or decrease during the term of this agreement by reason of war, inflation, depression, or other unavoidable happening, the parties may, upon either party giving thirty (30) days notice in writing to the other, renegotiate said agreement with respect to rate charges to provide for such raising or lowering of wages.

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In the event the City Commission determines that the requested rate raises should not be made, or that present rates then in existence should be lowered, the Contractor shall have the right to terminate this agreement upon giving sixty (60) days written notice to said Commission of his intention so to do, and in that event the Commission shall purchase the equipment, then in use by said Contractor, at the reasonable value thereof, or in the alternative, shall have the right to rent said equipment at a price to be determined by the prevailing rental rates for similar equipment in use by contractors at that time in the North Las Vegas vicinity. In the event the City elects to rent said equipment, the period of rental shall be for a period of time mutually agreeable to the parties hereto.

XVIII.

If this offer is acceptable, you shall indicate your acceptance thereof by executing and dating the form of acceptance appended hereto and when so accepted the same shall constitute the contract between the undersigned and the City of North Las Vegas.

DATED at Las Vegas, Nevada, this ____day of July, 1952.

SOUTHERN NEVADA DISPOSAL SERVICE, INC.
Contractor

MAX CHASON, President

EXHIBIT "A"

Semi-weekly service---#1.50 per month for each family unit or apartment. Motels, Trailer Courts requiring semi-weekly or daily service are rated: wl.50 per month for the first unit or office .40 Business rate for: 6-day pickup 7-day pickup semi-weekly 1st can \$10.00 per Mo. \$12.00 per Mo. each additional can \$ 4.00 \$ 5.00 one can (minimum) \$2.50 per Mo. two cans \$5.00 three cans (same rate as one can daily) \$10.00

Special services (such as excessive yard trimmings, fire debris, etc.)

Special fee will be charged depending on the size of the load, time involved, and number of workers required. The minimum fee requiring a truck and crew will be $\psi 2.50$.

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The foregoing offer is hereby accepted pursuant to a Motion of the Board of Commissioners of the City of North Las Vegas, adopted at a meeting of said Board held on the 25 day of 1952.

CITY OF NORTH LAS VEGAS, NEVADA

By XX- Kapuses

7/6/48 PROPOSED GARBAGE COLLECTION AND DISPOSAL CONTRACT

WITH

CITY OF NORTH LAS VEGAS, NEVADA

INSTRUCTION TO BIDDERS

Bids to enter into a contract with the City of North Las Vegas, upon the terms and conditions hereinafter set forth will be received by the City Council of the City of North Las Vegas, at the City Hall, at 1837 North Main Street, North Las Vegas, Nevada, up to and including 12 o'clock noon of the 6th day of July, 1948.

Each bid must be submitted upon this form, or a reasonable facsimile, in a sealed envelope addressed to the City Council of the City of North Las Vegas, and marked upon the outside thereof "Bid on Garbage Contract", or words of like import.

Each bid must be signed by the bidder, if an individual, or, if a partnership, by one or more general partner who, by so signing, shall be deemed to represent that he is authorized to bind the partnership to a contract of this character, or, if a corporation, by the officer thereof authorized to enter into a contract of this character, and shall be attested by the Secretary of the corporation with the corporate seal, and will state the post office address of the bidder.

All bids will be opened and submitted to the City Council of the City of North Las Vegas at the regular meeting of the Council to be held at 1837 North Main Street, North Las Vegas, Nevada, at 8 o'clock P.M., on the 6th day of July, 1948.

The City Council of the City of North Las Vegas reserves the right to reject any and all bids for reasons satisfactory to itself.

SPECIFICATIONS

By submitting his bid, each bidder offers to enter into a contract with the City of North Las Vegas to collect, haul away, and dispose of all garbage, rubbish, dirt, and dead animals within the corporate limits of the City of North Las Vegas as said terms are defined in Ordinance No. 7 of said City pertaining to the collection and disposal of garbage and rubbish, which said ordinance is available for the inspection of all bidders at the office of the City Clerk of said City, upon the following terms and conditions:

- 1. Each bidder agrees that any contract which may be consummated by acceptance of his bid shall be interpreted with reference to and shall be performed by the contractor in such manner as to carry out the purposes of said ordinance, or any amendment thereto.
- 2. Collection from residences shall be made twice weekly by the contractor. Collections from the places of business, public buildings, and multiple dwellings shall be made daily except Sunday, or daily including Sunday, or bi-weekly, according to the service ordered by such places of business, public buildings, or multiple dwellings.
- 3. The contractor shall furnish, service, and maintain his own hauling equipment, which shall conform in all respects to the provisions of Section 8 of said Ordinance No. 7.
- 4. All garbage, rubbish, dirt, and dead animals so collected by the contractor will be hauled to and dumped and disposed of by burning at a dump

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ground to be furnished by the City, provided that the contractor shall have the right to salvage and, for his own profit, dispose of any salvageable rubbish, and provided further, that the contractor may, subject to the rules, regulations and directives of the health authorities of the City of North Las Vegas dispose of "clean" garbage from restaurants, eating houses, and food stores, to hog raisers.

- 5. The City shall not be required to maintain the dump ground, but the same shall be maintained by the Contractor with his own equipment and at his own expense in such manner as to conform with requirements laid down from time to time by the City Health authorities.
- 6. The contractor will be required to carry spraying equipment upon his truck and to spray garbage receptacles of all residences, multiple dwellings, places of business, and public buildings at least once every three months, or oftener if required by health conditions.
- 7. Upon the acceptance of this bid by the City, and before the Contractor shall actually commence garbage collections, the Contractor will elect to come under the provisions of the Nevada Industrial Insurance Act and will, during the life of the agreement, make all reports and pay all premiums required by said Act and by the rules and regulations of the Nevada Industrial Commission.
- 8. The Contractor shall also procure and keep in effect during the life of this agreement, Contractor's Public Liability Insurance and Contractor's Property Damage Insurance with a responsible insurance carrier licensed to do business within the State of Nevada, wherein the City of North Las Vegas shall be designated as co-insured as its interest may appear, which said policies shall provide a minimum limit of coverage as follows:

(a) Under Contractor's Public Liability Insurance, \$25,000 for any one person, and shbject to the same limit per person, \$50,000 for any one

accidence

- (b) Under Contractor's Property Damage Insurance, \$5,000/
- 9. The Contractor will at all times during the life hereof save and hold harmless the City from and against all damages, claims, costs or expenses, including attorneys' fees, arising from or growing out of injuries to or death of any person whomsoever or loss or damage to property, when such injury, death, loss or damage occurs because of or in connection with the carrying on of work under the garbage collection contract.
- conditions herein contained upon its part to be kept and performed, the City shall have the right to terminate this agreement by giving to the Contractor ten (10) days' notice in writing of its intention to so terminate, in which notice the City shall specify the term or condition in respect to the performance of which the Contractor is in default, provided, however, that if the Contractor shall within the said ten (10) day period of notice remedy such default then this contract shall not be terminated for the default so specified; and provided, further, that if the Contractor shall persist in violating any of the terms or conditions hereof on its part to be performed and charges of such persistent violation shall be laid before the City Council of the City of North Las Vegas, the said City Council may, after a hearing, of which the Contractor shall be notified in writing, and at which he shall be entitled to appear with his witnesses to refute such charges, if such charges are found by the City Council to be true, terminate this contract.
- 11. Each bidder must submit with his bid, a detailed description of the type of vehicle, conveyance and other equipment to be used in the hauling of garbage.



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12. Each bidder must agree to keep the City Dump in such condition as to be sanitary and clean, and must agree with the City of North Las Vegas to keep the said Dump in such a condition as required and directed by the City of North Las Vegas, or their designated agent.

BID PURSUANT TO ABOVE SPECIFICATIONS

per month.

I (we) understand that the "base fee" is not guaranteed by the City but is contingent upon the amount of actual collections of garbage fees by the City.

Dated this 6 day of July, 1948.

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Post Office Address

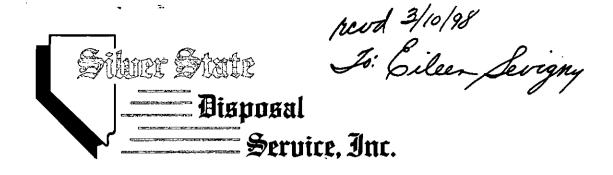
The foregoing offer is hereby accepted pursuant to a motion of the City Council of the City of North Las Vegas, adopted at a regular meeting of the City Council held on the 6th day of July, 1948.

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Mayor of the City of North Las Vegas

Attest: Jal Cuanz

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CITY OF 19



March 6, 1998

Linda Hinson City Manager City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030

re: AMP-07-98 & ZN-13-98

Dear Ms. Hinson,

We have recently reviewed the applications referenced above. We operate the Recycling Facility on the adjacent property to the south of the project in question. We have owned the property since 1986 with the anticipation of expanding our solid waste and related facilities. We are opposed to any residential uses adjacent to our industrial property. Residential uses bring a more intense level of light vehicular and pedestrian traffic, exposing the residential public to noise and large-truck traffic. Our twenty-four hour schedule and the long daily schedules of the other construction related businesses in the area would be a threat to a residential lifestyle and possibly a danger to the public welfare.

It is not appropriate to allow a residential use adjacent to an established industrial use. We recommend denial of these applications.

George Rogers

Steve Kalish cc: Bob Groesbeck

Per CAROL Allen-She
has letter for distribution to
Planning Commissioners.
The items are scheduled
to be tabled in definitely
at tonights P.C. meeting.
K.S.

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Passed + Adapted 5/4/94

Number:

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RESOLUTION NO. 1741 ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE

REQUESTED BY:

Vytas Vaitkus, Finance Director

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council adopt Resolution No. 1741

FISCAL IMPACT: None

STAFF COMMENTS AND BACKGROUND INFORMATION:

At its meeting of March 16, the North Las Vegas City Council adopted Resolution No. 1724, after conducting a public hearing, which approved a new rate schedule (to have become effective April 1, 1994) provided that all other governmental entities in the Silver State Disposal service area adopt the same schedule on or before March 31.

Las Vegas and Henderson adopted the schedule before March 31; Clark County adopted it on April 19. Because the contingency expressed in Resolution No. 1724 had not been met, this Resolution is before the City Council for action.

Resolution No. 1724 also allowed for automatic annual increases based upon increases in the Consumer Price Index within certain parameters. The provision regarding automatic increases was not included in the rate schedule adopted by Las Vegas and Clark County; therefore, it is being omitted from this Resolution under consideration.

For reference, a copy of previously submitted material regarding the rate schedule is attached.

PREPARED BY:

Vytas Vaitkus Vytas Vaitkus

Finance Director

CITY MANAGER APPROVAL:

CITY COUNCIL MEETING DATE: 5/4/94

MO)

RESOLUTION NO. 1741

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE.

WHEREAS, Silver State Disposal Service, Inc. submitted a request for an increase in garbage collection rates, and

WHEREAS, representatives of the City of Las Vegas, City of North Las Vegas, City of Henderson, and Clark County reviewed the request and found it to be reasonable in light of the current and expected business and economic environment in which Silver State Disposal Service, Inc. operates, and

WHEREAS, the governing bodies of Henderson, Las Vegas, and Clark County have all adopted the rate schedule; and

WHEREAS, the City of North Las Vegas had previously, after conducting a public hearing, adopted the rate schedule provided that the other entities in the Silver State Disposal service area adopt the same schedule; and

WHEREAS, the Schedule of Garbage Collection Rates is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage.

PASSED, ADOPTED, and APPROVED this 4th day of May, 1994.

/s/JAMES K. SEASTRAND

James K. Seastrand, Mayor

ATTEST:

/s/EILEEN M. SEVIGNY
Eileen M. Sevigny, CMC, City Clerk

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA, ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1994

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE APRIL 1, 1994

CHARGES FOR COLLECTION, HAULING AND DISPOSING OF GARBAGE:

- A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$9.70 per month, payable in advance, each and every month.
- B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$8.65 for the first unit on one stop; and \$6.07 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

- C) Apartments and Multiple Units. (9 Apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$7.22 for the first unit on one stop and \$5.06 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- D) Motels and Mobile Home Parks. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:
 - Offices \$7.27 per month; Sleeping rooms and mobile homes without cooking facilities \$3.26 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities \$4.37 per month. For those Mobile Home Parks that would require individual collection at each mobile home, the service will be the same as residential with a heavy item pickup provided and the rate of \$9.70 per month, per unit. Should three times-a-week service be requested by any motel or mobile home park, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number and Type of Receptacles.	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1 Garbage Can	\$12.93	\$54.31	\$65.21
2	26.15	76.05	91.26

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$21.74 for six collections per week, or \$26.05 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans [thirty-three gallons maximum capacity] and receive service on a two-collections per week basis, shall pay the same monthly charge as for six collections per week.

One Cubic Yard Container	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1-one cubic yard container	\$ 65.01	140.59	168.90
2-one cubic yard containers	130.02	248.64	298.91
Each additional one cubic			
yard container	65.01	108.07	130.02
One and One Half			•
Cubic Yard Container			
1-1½ cubic yard container	97.55	205.42	246.92
2-1 ½ cubic yard containers	195.11	378.33	454.94
Each additional one and one half			
cubic yard container	97.55	172.85	195.11
Two Cubic Yard Container			
1-two cubic yard container	130.02	248.64	298.91
2-two cubic yard containers	260.03	464.79	558.97
Each additional two cubic			
yard containers	130.02	216.13	260 .06
Three Cubic Yard Container			
1-three cubic yard container	195.11	356.71	428.95
2-three cubic yard containers	390.21	680.91	819.11
Each additional three cubic			
yard containers	195.11	324.20	390.18
Four Cubic Yard Container			
1-four cubic yard container	260.11	464.81	558.94
2-four cubic yard containers	520.19	897.04	1,079.13
Each additional four cubic			
yard containers	260.11	432.23	520.19

Six Cubic Yard Container			
1-six cubic yard container	390.21	680.91	819.11
2-six cubic yard containers	780.41	1,361.83	1,638.22
Each additional six cubic			
yard containers	390.21	680.91	819.11
Eight Cubic Yard Container			
1-eight cubic yard container	520.19	897.04	1,079.13
2-eight cubic yard containers	1,040.38	1,794.08	2,158.25
Each additional eight cubic			
yard containers	520.19	897.04	1,079.13

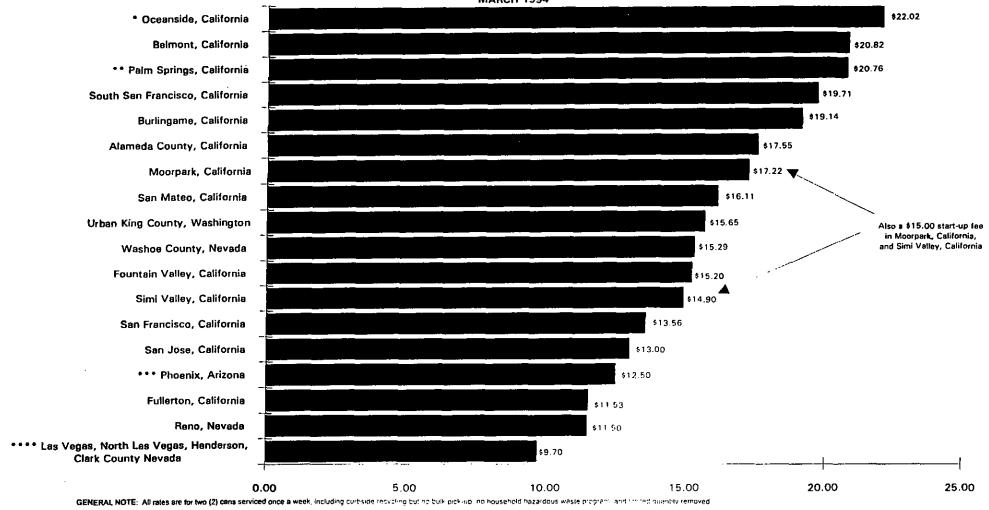
Solid Waste Manual Type Drop Box

\$6.82 per cubic yard of solid waste, based upon capacity of drop-box and \$15.22 demurrage for 24 hours or any part thereof after the first 72 hours.

Solid Waste Compaction	on Type Drop Box		
10 Yard		17 Yar	d
1 pull/week	\$1,442.50	1 pull/week	\$1,784.69
2 pulls/week	1,928.39	2 pulls/week	2,355.94
3 pulls/week	2,642.03	3 pulls/week	3,320.62
6 pulls/week	3,324.84	6 pulls/week	4,304.05
7 pulls/week	4,859.57	7 pulls/week	5,730.48
26 Yard		36 Yar	d
1 pull/week	\$2,000.15	1 pull/week	\$2,360.19
2 pull/week	2,786.89	2 pulls/week	3,146.97
3 pulls/week	3,967.00	3 pulls/week	4,326.96
6 pulls/week	4,950.41	6 pulls/week	5,448.53
7 pulls/week	6,484.67	7 pulls/week	6,982.81
14 pulls/week	12,969.36	14 pulls/week	13,965.62
		Regular	Weekend/Holiday
On Call 50 Yard Comp	actor	\$680.82	\$ 1,021.24
On Call 75 Yard Comp	actor	1,110.52	1,665.77
Non-Contractual Comp	actor Pick-ups	552.67	829.01
Non-Schedule Pick-ups	s:	\$354.06	
Non-Schedule Pick-ups	s/Sunday and Holidays:	\$532.70	

F) It is the City's intent that rates for the collection, removal, disposal of solid waste may increase or decrease on an annual basis in conformance with the changes to the consumer price index (CPI) for the calendar year immediately preceding. (1967 = 100) The company prior to February 1 of each year shall file with the City Clerk their audited financial statements for the preceding fiscal year, together with a certification attested to by an officer of the company that the net income after Federal income taxes for that year represents a return on net assets of 15% or less. The City Manager shall cause such certification to be reviewed and if there is no disagreement with the computation of the return on net assets the Company shall be permitted to increase their various service fees by an amount no greater than the change in the CPI for the previous calendar year. They shall file a copy of the new rate schedule with the City Clerk no later than March 1. If the company disagrees with the findings of the city manager, desires a rate increase greater than the CPI, or desires a rate increase when the return on net assets exceeds 15% for the previous fiscal year they shall submit such request(s) to the city council for their approval. Rate changes as allowed herein shall be effective April 1.

SILVER STATE DISPOSAL SERVICE, INC. COMPARISON OF MONTHLY RATES MARCH 1994



NOTES:

- tocludes unlimited service.
- " Includes twice a week pick-up service.
- *** Includes monthly bulk service once each quarter and household hazardous waste service
- **** Includes twice a week service, recycling, unlimited quantity weekly bulk Elizavan and household hazardous wests service

RESOLUTION NO. 1724

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1994 PROVIDED THAT ALL OF THE OTHER GOVERNMENTAL ENTITIES IN THE SILVER STATE DISPOSAL AREA ADOPT THE SAME SCHEDULE ON OR BEFORE MARCH 31, 1994.

WHEREAS, Silver State Disposal Service, Inc. has submitted a request for an increase in garbage collection rates, and

WHEREAS, representatives of the City of Las Vegas. City of North Las Vegas, City of Henderson, and Clark County have reviewed the request and find it to be reasonable in light of the current and expected business and economic environment in which Silver State Disposal Service, Inc. operates, and

WHEREAS, the Schedule of Garbage Collection Rates is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective April 1, 1994 provided that all of the other governmental entities in the Silver State Disposal service area adopt the same schedule on or before March 31, 1994.

PASSED, ADOPTED, and APPROVED this 16th day of March , 1994.

/s/ JAMES K. SEASTRAND

James K. Seastrand, Mayor

ATTEST:

/s/ EILEEN M. SEVIGNY
Eileen M. Sevigny, CMC, City Clerk

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA, ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1994

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE APRIL 1, 1994

CHARGES FOR COLLECTION, HAULING AND DISPOSING OF GARBAGE:

- A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$9.70 per month, payable in advance, each and every month.
- B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$8.65 for the first unit on one stop; and \$6.07 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

- C) Apartments and Multiple Units. (9 Apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$7.22 for the first unit on one stop and \$5.06 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- D) Motels and Mobile Home Parks. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:
 - Offices \$7.27 per month; Sleeping rooms and mobile homes without cooking facilities \$3.26 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities \$4.37 per month. For those Mobile Home Parks that would require individual collection at each mobile home, the service will be the same as residential with a heavy item pickup provided and the rate of \$9.70 per month, per unit. Should three times-a-week service be requested by any motel or mobile home park, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

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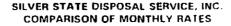
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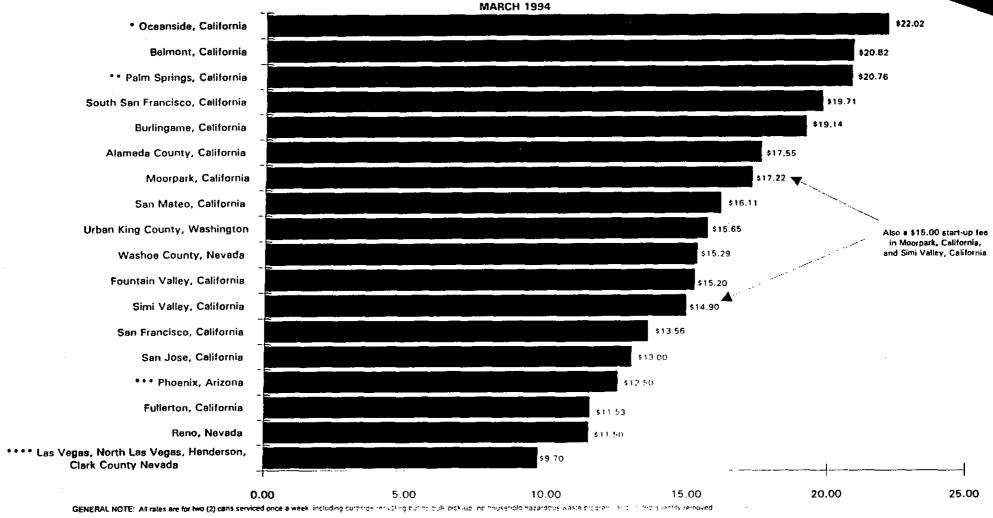
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NOTES:

- Includes unlimited service.
- " Includes twice a week pick-up service.
- *** Includes monthly bulk service once each quarter and household hazardous waste service
- Includes twice a week service, recycling, unlimited quantity week to this in thousehold nataridals waste service

Linda Hinson, City Manager

Eileen: If the two applications are or for 3/18/98, forward enough Cys on Iri, 3/18/98, for Council. And let Don Know.

If for later Council mtg date, then hold, etc., etc. for that onty.

L'm leaving up to you to track.

I'm leaving up to you to track.

April 21, 1993

T.J. Grady Nevada League of Cities P. O. Box 2307 Carson City, Nevada 89702-2307

SUBJECT: Franchise Agreements.

Dear Tom:

In answer to your request dated April 16, 1993, the following information is submitted.

FRANCHISE	YEAR GRANTED	TERM	RATE
Electric	1955	50 years	5%
Gas	1953	50 years	5%
Refuse	1978	20 years	5%
Cable TV	1980	18 years	3%
Telephone	1958	50 years	5%

If I can be of further assistance, please call me at 649-0253.

Sincerely,

Eileen M. Sevigny, CMC

City Clerk

cc: Michael Dyal

City of North Las Vegas

2200 Civic Center Drive P.O. Box 4086 North Las Vegas, Nevada 89036 (702) 649-5811

> Mayor James K. Seastrand

Councilmen Theron H. Goynes Mary J. Kincaid William E. Robinson W. Brent Hardy -City Manager

City Manager Michael Dyai



Nevada Leaene of cityclerk

MEMBER - NATIONAL LEAGUE OF CITIES

LORIN WILLIAMS
President

THOMAS J. GRADY
Executive Director

NANCY HOWARD
Administrative Assistant

P.O. BOX 2307, CARSON CITY, NV 89702-2307 • 1050 E. WILLIAM, SUITE 405A, CARSON CITY, NV 89701 • (702) 882-2121 • FAX: (702) 882-2813

MEMBER CITIES: BOULDER CITY — CALIENTE — CARLIN — ELKO — ELY — FALLON — GABBS — HENDERSON — LAS VEGAS LOVELOCK — MESQUITE — NORTH LAS VEGAS — RENO — SPARKS — WELLS — WINNEMUCCA — WEST WENDOVER — YERINGTON

DATE: April 16, 1993

TO: All City Managers/Clerks

FROM: T. J. Grady - Nevada League of Cities

RE: Franchise Agreements

Please supply our office by FAX any information you can share on your local franchise fees and length of time for:

Natural Gas Franchise Electrical Franchise Cable TV Franchise Garbage Franchise Other

If you would like a cop of the compiled information, please let us know. We would like all your information before 4/23/93.

Thanks.

TJG/cea

CITY OF NORTH LAS VEGAS MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2003

Chapter 8.20

Section 8.20.140 - Collection Rates

SINGLE FAMILY RESIDENCE

10.88

NUMBER & TYPE OF RECEPTACLE	TWO (2) PICKUPS PER WEEK	SIX (6) PICKUPS PER WEEK	SEVEN (7) PICKUP PER WEEK
1 Garbage Can	14.58	60.70	72.78
2 Garbage Cans	29.16	84.92	101.94
3 Garbage Cans	43.73	109.19	131.12
Each Additional Receptacle over 3	14.58	24.24	29.17
** Each can shall not exceed 75 lbs. in weight		_ ·_ ·	20.,,
ONE CUBIC YARD CONTAINER	•		
1 cubic yard container	72.78	157.63	189.40
2 one cubic yard container	145.80	278.68	335.18
Each additional one cubic yard container	72.78	121.19	145.80
TWO CUBIC YARD CONTAINER			
1 two cubic yard container	145.80	278.82	335.18
2 two cubic yard container	291.59	521.19	626.78
Each additional two cubic yard container	145.80	242.36	291.59
THREE CUBIC YARD CONTAINER			
1 three cubic yard container	218.69	400.00	480.99
2 three cubic yard container	437.38	763.54	918.36
Each additional three cubic yard container	218.69	363.55	437.38
FOUR CUBIC YARD CONTAINER			
1 four cubic yard container	291,59	521.19	626.76
2 four cubic yard container	583.18	1,005.90	1,209.94
Each additional four cubic yard container	291.59	484.70	583.19
SIX CUBIC YARD CONTAINER			
1 six cubic yard container	437.38	763,54	918.36
2 six cubic yard container	874.76	1,527.08	1,836.74
Each additional six cubic yard container	437.38	725.35	872.45
EIGHT CUBIC YARD CONTAINER			
1 eight cubic yard container	583.18	1,005.90	1,209.94
2 eight cubic yard container	1,166.35	2,011.79	2,419.86
Each additional eight cubic yard container	583.18	975.72	1,173.65

MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2003

Section 8.20.140 - Collection Rates

APARTMENTS AND MULTIPLE UNITS

FROM 2 TO 8 APARTMENTS

A flat rate of twice a week service to be as follows:

\$9.70 for the first unit on one stop; and \$6.82 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - \$10.23 Six times per week service shall be two and one-half times that for twice a week - \$17.05

9 APARTMENTS OR MORE

A flat rate of twice a week service to be as follows:

\$8.11 for the first unit on one stop; and \$5.67 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - \$8.50

Six times per week service shall be two and one-half times that for twice a week - \$14.17

MOTELS AND MOBILE HOME PARKS

Twice a week service shall be as follows:

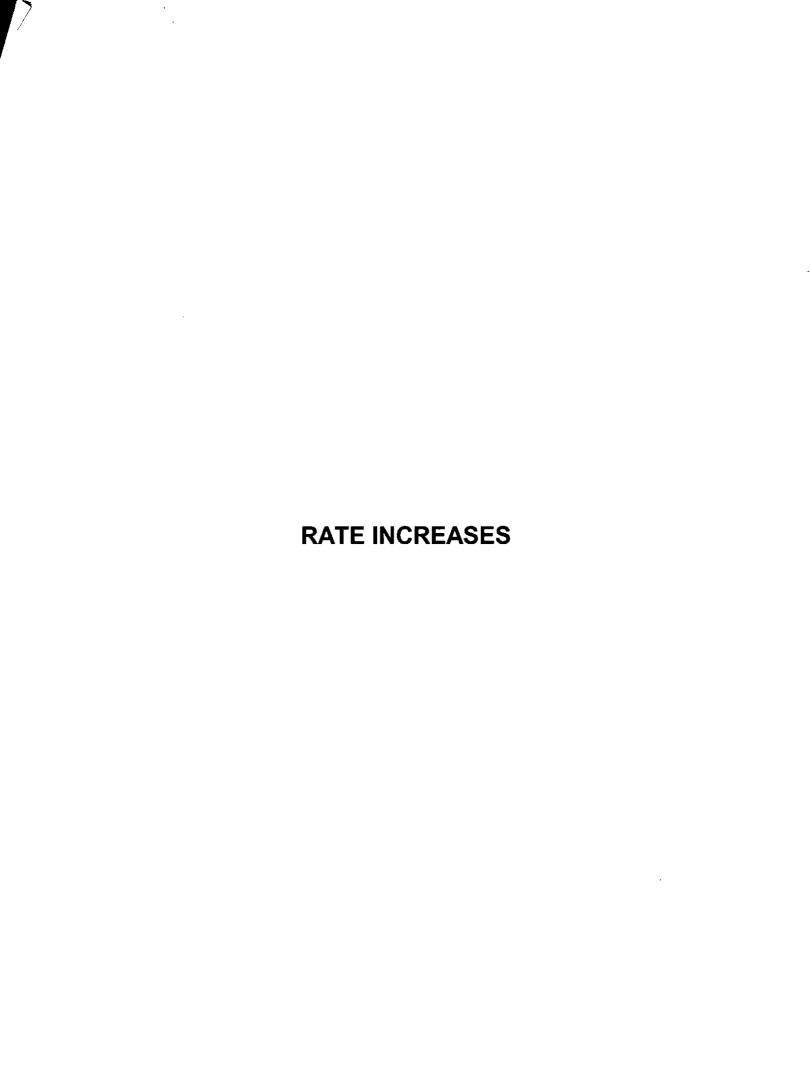
Offices - \$8.11 per month

Sleeping Rooms and Mobile Homes without cooking facilities - \$3.90

Sleeping Rooms and Mobile Homes with cooking facilities - \$4.87

Three times per week service shall be one and one-half times that for twice a week.

Six times per week service shall be two and one-half times that for twice a week.



Approved

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

APR 03 1996

Number:

F-0002

SUBJECT:

SILVER STATE DISPOSAL SERVICE, INC --- REFUSE REMOVAL AGREEMENT

REQUESTED BY:

Vytas Vaitkus, Finance Director

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council approve, and authorize the Mayor to sign, a revised franchise agreement between the City of North Las Vegas and Silver State Disposal Service for collection and disposal of solid waste within North Las Vegas.

FISCAL IMPACT:

None

STAFF COMMENTS AND BACKGROUND INFORMATION:

Two years ago Silver State Disposal Service was granted a rate increase throughout its service area (Henderson, Las Vegas, and Unincorporated area of Clark County) designed to provide a 13% return on assets. There had been protracted negotiations over the request as well as considerable discussion generated by public comment regarding the rate increase. By mutual agreement among the affected local governments, a standard methodology was to be developed for future rate change requests.

The enclosed agreement provides a methodology whereby rates would be based upon a "return on net (contract) income" basis rather than a "return on assets" basis.

Specifically the agreement provides for a desired rate of return of 7% after Federal taxes and City franchise fees. Rates would be calculated for the next year based upon the prior year's revenues. Further there would be an incentive or disincentive factor, in determining rates, if administrative expenses are lower than 12% or greater than 15% of contract revenues respectively. In addition, Silver State Disposal Service will provide statistics by which its performance can be measured against industry standards.

The provisions of this agreement do not affect the public hearing requirement contained in the North Las Vegas Charter Section 2.280 and such hearings will still be required to consider any rate change.

A copy of the agreement is available in the City Clerk's office for review.

PREPARED BY:

Vytas Vaitkus
Finance Director

CITY MANAGER APPROVAL:

CITY COUNCIL MEETING DATE: 4/3/96

la t. J

C:14 MANAGER BECKEN

CITY OF NORTH LAS VEGAS

To:

Gregory E. Rose, City Manager

From:

David H. Bereskin, P.E., Acting Director of Utilities

Phil Stoeckinger, Director of Finance

Subject:

SB #243 Increase to Trash Bills

Date:

February 17, 2004

The 72nd Session of the Nevada Legislature enacted Senate Bill #243 which increased the tax liability of Republic Services of Southern Nevada, our franchisee and refuse removal contractor. In short, the bill changes Republic Services' payroll tax from a fixed \$25.00 per employee to 0.7 % of total payroll. Section 187 of the tax bill states: "...a local government franchisee may increase its previously approved rates by an amount which is reasonably estimated to produce an amount of revenue equal to the amount of any tax liability incurred by the public utility or local government franchisee before January 1, 2005, as a result of the provisions of this act."

Since we provide billing services for Republic Services, they requested that we increase the tax fee at the bottom of the utility bill from 3 cents to 9 cents. A net increase of 6 cents a month for all categories of customers. Mr. Knessel of Republic Services sent us a copy of their first quarter tax return that they file with the Nevada Department of Taxation. After reviewing Republic Services' computations, Finance, City Attorney's office, and Utilities concur that this request appears reasonable and suggest that we increase the tax line item in accordance with Section 187 of the tax bill. In fact, the City of North Las Vegas does not have any recourse not to effectuate the \$.06 increase. This is an informational memo only and does not require the City to enact an ordinance.

Utilities will be able to change the bill upon notification from your office to do so. We are also planning to put an explanation in or on the bill explaining the tax increase.

David H. Bereskin, P.E.

Acting Director of Utilities

Phil Stoeckinger

Director of Finance

June 23, 2003

Mr. Phil Stoeckinger
Director of Finance
City of North Las Vegas
2200 Civic Center
North Las Vegas, NV 89030

Dear Mr. Stoeckinger,

According to the franchise agreement with the City of North Las Vegas, the rates charged by Republic Silver State Disposal, Inc. (DBA-Republic Services of Southern Nevada) will increase on July 1, 2003 by the increase in the annual Consumer Price Index, All Urban Consumers, U.S. City Average (CPI-U) for the calendar year 2002. The annual increase for the CPI-U for 2002 was 1.58%.

Enclosed, please find the Monthly Collection Rates for the City of North Las Vegas effective July 1, 2003. We appreciate the privilege and opportunity to service your disposal needs. If there are any questions, please do not hesitate to contact me at 734-5410.

Sincerely,

Sheryl Martello Administration Manager

Enclosure

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES AND SPECIAL ONE TIME PICKUP CHARGES EFFECTIVE JULY 1, 2003

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES

Container Size	Monthly Charge
1 Cubic Yard Container	14.02
2 Cubic Yard Container	16.82
3 Cubic Yard Container	19.63
4 Cubic Yard Conatiner	21.87
6 Cubic Yard Container	28.03
8 Cubic Yard Conatiner	30.84
Up to 96 gallon Mobile Toter:	Quarterly Charge
•	10.09

SPECIAL ONE TIME PICKUP CHARGES

Number and Size of Receptacle

1 Cubic Yard Container	27.40
2 Cubic Yard Container	36,53
3 Cubic Yard Container	45.66
4 Cubic Yard Conatiner	54.77
6 Cubic Yard Container	63.91
8 Cubic Yard Conatiner	73.04

Assorted Trash Pickup \$124.25 up to 1/2 hour roundtrip travel time

14,543.54

15,660.74

SOLID WASTE COMPACTOR AND MANUAL TYPE DROP BOX RATES

Section 8.20.140 - Collection Charges - Solid Waste Compaction-Type Drop Box

MONTHLY RATES

	One (1) Per Week	Two (2) Per Week	Three (3) Per Week	Four (4) Per Week	Five (5) Per Week	Six (6) Per Week	Seven (7) Per Week
10 Yard	1,617.59	2,162.46	2,962.71	3,217.93	3,473.17	3,728.40	5,449.41
17 Yard	2,001.31	2,641.90	3,723.67	4,091.27	4,458.85	4,826.46	6,426.04
26 Yard	2,242.93	3,125.16	4,448.50	4,816.09	5,183.69	5,551.28	7,271.76
36 Yard	2,646.66	3,528.94	4,852.16	5,271.36	5,690.57	6,109.86	7,830.37
	Eight (8) Per Week	Nine (9) Per Week	Ten (10) Per Week	Eleven (11) Per Week	Twelve (12) Per Week	Thirteen (13) Per Week	Fourteen (14) Per Wk.
10 Yard	7,066.99	7,611.88	8,412.15	8,667.36	8,922.58	9,177.81	10,898.83
17 Yard	8,427.34	9,068.49	10,149.71	10,517.30	10,884.90	11,252,50	12,852.08

12,087,87

13,101.74

12,455.48

13,520.96

12,823.04

13,940.23

PER PICKUP RATES:

9,514.68

10,477.04

26 Yard

36 Yard

	REGULAR	SUNDAY/HOLIDAY
Special Pick-up 0-49 yards	397.03	595.55
Special Pick-up 50 yards	763.47	1,145.21
Special Pick-up 75 yards	1,245.32	1,867.98
On-call Pick-up 0-49 yards	619.75	929.63

10,396.92

11,359.32

SOLID WASTE MANUAL TYPE DROP BOX:

	REGULAR	SUNDAY/HOLIDAY
10 Yard	76.50	114.75
20 Yard	153.00	229.50
28 Yard	214.20	321.30
35 Yard	267.75	401.63
50 Yard	382.50	573.75

All others at \$7.65 per cubic yard of solid waste per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours. Travel time: Additional fees for travel time to Rural Areas at a rate of \$81.50 per hour after the first hour.

Weekend and Holiday Travel Time: Additional fees for travel time to Rural Areas at a rate of \$122.25 per hour after the first hour.

11,720.28

12,682.54

CHEDULED DROPBOX RAT MONTHLY CHARGES EFFECTIVE JULY 1, 2003

DROPBOX SCHEDULE FOR 10 CUBIC YARDS

On call- \$76.50 per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours.

		Sunday Pull
1 Pickup per Week	\$553.41	\$114.75
2 Pickups per Week	\$663.00	
3 Pickups per Week	\$994.50	
4 Pickups per Week	\$1,326.00	
5 Pickups per Week	\$1,657.50	
6 Pickups per Week	\$1,989.00	
7 Pickups per Week	\$2,486.25	

DROPBOX SCHEDULE FOR 20 CUBIC YARDS

On call- \$153.00 per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours.

		Sunday Pull
1 Pickup per Week	\$884.91	\$229.50
2 Pickups per Week	\$1,326.00	
3 Pickups per Week	\$1,989.00	
4 Pickups per Week	\$2,652.00	
5 Pickups per Week	\$3,315.00	
6 Pickups per Week	\$3,978.00	
7 Pickups per Week	\$4,972.50	

DROPBOX SCHEDULE FOR 28 CUBIC YARDS

On call- \$214.20 per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours.

		Sunday Pull
1 Pickup per Week	\$1,150.11	\$321.30
2 Pickups per Week	\$1,856.40	
3 Pickups per Week	\$2,784.60	
4 Pickups per Week	\$3,712.80	
5 Pickups per Week	\$4,641.00	
6 Pickups per Week	\$5,569.20	
7 Pickups per Week	\$6,961.50	
•	·	

DROPBOX SCHEDULE FOR 35 CUBIC YARDS

On call- \$267.75 per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours.

•		<u>Sunday Pull</u>
1 Pickup per Week	\$1,382.16	\$401.63
2 Pickups per Week	\$2,320.50	
3 Pickups per Week	\$3,480.75	
4 Pickups per Week	\$4,641.00	
5 Pickups per Week	\$5,801.25	
6 Pickups per Week	\$6,961.50	
7 Pickups per Week	\$8,701.90	

MONTHLY CHARGES EFFECTIVE JULY 1, 2003

DROPBOX SCHEDULE FOR 50 CUBIC YARDS

On call- \$382.50 per pickup and \$17.07 demurrage per 24 hours or any part thereof after the first 72 hours.

		Sunday Pull
1 Pickup per Week	\$1,879.41	\$573.75
2 Pickups per Week	\$3,315.00	
3 Pickups per Week	\$4,972.50	
4 Pickups per Week	\$6,630.00	,
5 Pickups per Week	\$8,287.50	
6 Pickups per Week	\$9,945.00	
7 Pickups per Week	\$12,431.25	

Laughlin on call dropbox fees are the same as above except the demurrage is charged after 7 days. 35 yard openboxes are used for construction sites only \$267.75 per pickup plus demurrage if applicable.

NORTH LAS VEGAS CITY COUNCIL **AGENDA ITEM**

Number:

1ÜN 5 2002

Q1	JB.		O-	T٠
O	JDs	JL.	·	Б.

RESOLUTION NO. 2233 ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 2002

REQUESTED BY:

Clarence C. Van Horn, City Treasurer

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council conduct a public hearing to consider the proposed rate increase; and, further, that Resolution No. 2233, along with the attached charges for collecting, hauling, and disposing of garbage, be adopted to become effective July 1, 2002.

FISCAL IMPACT:

Amount:

\$42,000 additional revenue

Explanation: The City receives a 5% franchise fee on garbage charges collected and an additional 5% to reimburse the City for

billing and collection services

ACCOUNT NUMBER:

100-3232 610-3642

STAFF COMMENTS AND BACKGROUND INFORMATION:

Republic Services of Southern Nevada has requested a rate increase of 2.85% effective July 1, 2002.

Section 8.20.140 of the Municipal Code governs garbage collection charges and rate changes. This section states that "All such rates and charges as are prescribed in this chapter shall be reviewed from time to time by the City Council which shall be empowered to make and authorize any increase or decrease in the rates charged..." The rates and charges permitted shall be subject to annual adjustments based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U. S. City Average (CPI-U) as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D. C. When the percentage change in the CPI-U is between 0 and 6-1/2%, the charges are to be adjusted by the actual percentage change. The annual change in the CPI-U from December 2000 to December 2001 was 2.85%, which is the increase being requested.

LIST CITY COUNCIL GOAL(S):

Financially Sound City Government Providing High Quality, Responsive Services.

PREPARED BY:

Clarence C. Van Horn

City Treasurer

APPROVAL:

Kurt Fritsch City Manager CITY COUNCIL **MEETING DATE:**

6/5/02

RESOLUTION NO. 2233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 2002

WHEREAS, Republic Services of Southern Nevada submitted a request for an increase in garbage collection rates of 2.85 percent; and

WHEREAS, Section 8.20.140 of the Municipal Code governs garbage collection charges and rate changes; and

WHEREAS, the City Council is empowered to make and authorize any increase in the rates charged; and

WHEREAS, the rate and charges permitted shall be subject to annual adjustments based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U. S. City Average (CPI-U), as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D.C., when the percentage change in the CPI-U is between 0 and 6.5 percent; and

WHEREAS, the annual change in the CPI-U from December 2000 to December 2001 was 2.85 percent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas, Nevada, adopt the new rate schedule, as attached hereto, for the collection and disposal of garbage to become effective July 1, 2002.

PASSED, ADOPTED AND APPROVED this 5th day of June, 2002.

APPROVED:

/s/ Michael L. Montandon
MICHAEL L. MONTANDON, MAYOR

ATTEST:

/s/ Eileen M. Sevigny
EILEEN M. SEVIGNY, CMC, City Clerk

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a public hearing on Wednesday, June 5, 2002, at 6:30 p.m. in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the hearing, file with the City Clerk's Office written objections thereto or approval thereof.

CLARENCE C. VAN HORN CITY TREASURER

Publish:

May 11

May 25



January 22, 2002

Mr. Vytas Vaitkus Finance Director City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030

Dear Mr. Vaitkus:

According to Republic Silver State Disposal Inc.'s Agreement with the City of North Las Vegas, the rates charged by Republic shall be adjusted by the percentage of change in the Consumer Price Index, All Urban Consumers, U.S. City Average (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

On January 16, 2002, the Bureau of Labor Statistics reported an increase in annual CPI-U of 4.9 points from 172.2 for the calendar year 2000 to 177.1 for the calendar year 2001. This represents an annual increase of 2.85%. The rates charged by Republic will reflect this increase effective July 1, 2002.

If you should have any questions, please feel free to contact me.

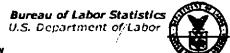
Sincerely,

Robert D. Kneesel Area Controller

RDK/jd

cc: Stephen Kalish Sheryl Martello Alan Gaddy

Bureau of Labor Statistics Data



BLS Home • Programs & Surveys • Get Detailed Statistics • Topics A-Z • Glossary • What's New

Data extracted on: January 16, 2002 (02:14 PM)

Consumer Price Index-All Urban Consumers

Series Catalog:

Not Seasonally Adjusted

Item: All items

Base Period: 1982-84=100

Data:

Area	Jan 2000	Feb 2000	Mar 2000	Apr 2000	May 2000	Jun 2000	Jul 2000	Aug 2000	Sep 2000	Oct 2000	Nov 2000	Dec 2000
U.S. city average	1 1	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0
Area	Ann 2000	Jan 2001	Feb 2001	Mar 2001	Apr 2001	May 2001	Jun 2001	Jul 2001	Aug 2001	Sep 2001	Oct 2001	Nov 2001
U.S. city average	172.2	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4
Area	Dec 2001	Ann 2001		Feb 2002	Mar 2002	Apr 2002	May 2002	Jun 2002	Jul 2002	Aug 2002	Sep 2002	Oct 2002
U.S. city average	176.7	177.1	2002: No Data	2002: No Data	2002: No Data	No	I I	No		No	No	2002: No Data
Area	Nov 2002	Dec 2002	Ann 2002	Net Change Ann 2000 to Ann 2001	Pct Change Ann 2000 to Ann 2001							
	No	No	2002: No Data	4.9	2.8455 %							

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Advanced Search

Phone: (202) 691-5200 Fax-on-demand: (202) 691-6325

Data questions: bisdata staff@bis.gov

Postal Square Building



CITY OF NORTH LAS VEGAS MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2002

1..... 2002

· 別議報酬的企業企業。

THE VANCE

	AUL PERS	July 2002	July 2087	July 2002	July 2001	July 2002	
SINGLE FAMILY RESIDENCE	7042	10.72					
NUMBER & TYPE OF RECEPTACLE	TWO (2) PICKUPS PER WEEK			SIX (6) PICKUPS PER WEEK		SEVEN (7) PICKUPS PER WEEK	
l Garbage Can	(13) 95	14.35	38.10	59.75	68.86	71.65	
? Garbage Cans	27/81	28.70	i : 81 28	83.60	97.57	100.35	
3 Garbage Cans Each Additional Receptacle over 3	4/186 13.95	43.05 14.35	04.51	107.49	125.50	129.08	
** Each can shall not exceed 75 lbs. in weight		14.30	2020	23.87	27.92	28.71	
ONE CUBIC YARD CONTAINER				•			
1 cubic yard container	69.68	71.65	150,88	155.19	181.28	186.45	
2 one cubic yard container	139:66	143.52	286,74	274.34	320.83	329.97	
Each additional one cubic yard container	2, 69,66	71.65	115.99	119.30	139.55	143.52	
TWO CUBIC YARD CONTAINER 1 two cubic yard container	138-65	143.52	266:87	274.47	t i desemblación	200.07	
2 two cubic yard container	279 10	287.06	498.86	513.07	320,83 589,93	329.97 617.03	
Each additional two cubic yard container	1, 13986	143.52	/54 S231 98	238.59	279:10	287.06	
THREE CUBIC YARD CONTAINER		•					
1 three cubic yard container	209 32	215.29	382.87	393.78	460.39	473.51	
2 three cubic yard container	418.65	430.58	730.83	751.66	879.03	904.08	
Each additional three cubic yard container	209 32	215.29	34797	357.89	418.65	430.58	
FOUR CUBIC YARD CONTAINER		•		•		•	
1 four cubic yard container	279.10	287.06	498.86	513.07	599.91	617.01	
2 four cubic yard container	558.20	574.10	982.81	990.25	1,158.11	1,191.11	
Each additional four cubic yard container	278:10	287.06	463 94	477.16	558.21	574.11	
SIX CUBIC YARD CONTAINER	e libertum, de militario	100.50	and the standard book to be a second	754.00	tures fall for order and a box in-	•••	
1 six cubic yard container	47.8.65	430.58 861.15	73 0.83 1.460.82	751. 66 1,503.32	879.03	904.08	
2 six cubic yard container Each additional six cubic yard container	41865	430.58	694.28	714.07	1,768.07 835:08	1,808.18 858.88	
Each additional SX dubic years contained		100.00		114.01		038.00	
EIGHT CUBIC YARD CONTAINER		E74.46		000.05	ja takki kati Mila di da Sara a Janaa	4 4 8 4 4 4 4	
1 eight cubic yard container	558-20	574.10	962.31	990.25	1 158 11	1,191.11	
2 eight cubic yard container Each additional eight cubic yard container	1 116 39 558 20	1,148.21 574.10	4,925.62	1,980.50	2,316,21	2,382.23	
cach additional eight copic yard container	WATER STORES	5/4.10	933.92	960.54	7,123,37	1,155.38	

CITY OF NORTH LAS VEGAS MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2002

APARTMENTS AND MULTIPLE UNITS

FROM 2 TO 8 APARTMENTS

A flat rate of twice a week service to be as follows:

(\$9.29) \$9.55 for the first unit on one stop; and (\$6.52) \$6.71 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - (\$9.78) \$10.06

Six times per week service shall be two and one-half times that for twice a week - (\$16.30) \$16.76

3 APARTMENTS OR MORE

A flat rate of twice a week service to be as follows:

(\$7.76) \$7.98 for the first unit on one stop; and (\$5.43) \$5.58 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - (\$8.15) \$8.38 Six times per week service shall be two and one-half times that for twice a week -(\$13.58) \$13.97

MOTELS AND MOBILE HOME PARKS

Twice a week service shall be as follows:

Offices - (\$7.76) \$7.98 per month

Sleeping Rooms and Mobile Homes without cooking facilities - (\$3.73) \$3.84

Sleeping Rooms and Mobile Homes with cooking facilities - (\$4.66) \$4.79

Three times per week service shall be one and one-half times that for twice a week.

Six times per week service shall be two and one-half times that for twice a week.

RESIDENTIAL AND COMMERCIAL **CONTAINER RENTAL FEES** AND SPECIAL ONE TIME PICKUP CHARGES **EFFECTIVE JULY 1, 2002**

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES

Container Size	Monthly Charge			
	July 2001	July 2002		
1 Cubic Yard Container	13.42	13.80		
2 Cubic Yard Container	Fi # 16 10	16.56		
3 Cubic Yard Container	2 18.78	19.32		
4 Cubic Yard Conatiner	20.93	21.53		
6 Cubic Yard Container		27.60		
8 Cubic Yard Conatiner	29.52	30.36		
Up to 96 gallon Mobile Toter:	Quarterly Charge			
	965	9.93		

SPECIAL ONE TIME PICKUP CHARGES

Number and Size of Receptacle

1 Cubic Yard Container	26.22	26.97
2 Cubic Yard Container	34.96	35.95
3 Cubic Yard Container	43.70	44.95
4 Cubic Yard Conatiner	82.43	53.93
6 Cubic Yard Container	= 61.18	62.92
8 Cubic Yard Conatiner	\$¥ [™] 69.91	71.91

Assorted Trash Pickup (\$118.93) \$122.32 up to 1/2 hour roundtrip travel time

SOLID WASTE COMPA FOR AND MANUAL TYPE DROP I DX RATES Effective July 21 12

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	One (1) Per Week	Two (2) Per Week	Three (3) Per Week	Four (4) Per Week	Five (5) Per Week	Six (6) Per Week_	Seven (7) Per Week
10 Yard	1 548 30 1,592.43	2 068 83 2,128.82	2 835 BC 2,916.63	3,080 10 3,167.88	3,326,40 3,419.14	2 568 70 3,670.41	5.215.99 5364.66
17 Yard	1,970.19	2 528 74 2,600.81	3,665.75	4,027.63	3.267.87 4,389.50	4,751.39	6 50.79 6326.09
28 Yard	2148 65, 2,208.03	12.90 (780) 3.076.55	L 1.88 4,379.31	4,741.18	4 98 55 5,103.08	ъб <mark>313 5</mark> 0 6,464.93	6,960.28 7158.65
36 Yard	2/538 29 2,805.49	3 377 78 3,474.05	A 644 93 4,776.69	5,045,67 5,189.37	6,448,83 5,602.07	45 848 16 6,014.83	7 494 98 7708.57
	Eight (8) Per Week	Nine (9) Per Week_	Ten (10) Per Week	Eleven (11) Per Week	Twelve (12) Per Week	Thirteen (13) Per Week	Fourteen (14) Per Week
10 Yard	6.764.29 6,957.07	7,265,89 7,493.47	8,051,82, 8,281.29	8,298 11 8,532.55	#8 540 40 8,783.80	8,784-70 9,035.06	10.432.00 10729.313
17 Yard	8,060,37 8,296.26	8.680. 06 8,927.44	9,714.96 9,991.84	10:068 81 10,353.71	10,478,56 10,715.59	10,720,52 11,077.47	12/301/68 12652.171
26 Yard	9,107,14 9,386.70	9,951 58, 10,235.20	11.218.26 11,537.98	11:570 ID 11,899.85	11 921 96 12,261.73	12:273.79 12,623.60	13 920 59 14317.324
36 Yard	10,028:27 10,314.07	10,872.76 11,182.63	H2,138,30 12,485.27	12 510 54 12,897.95	12 941 61 13,310.65	33,343,12, 13,723.40	14 989 94 15417.152

PER PICKUP RATES:

Special Pick-up 0-49 yards	360 92 730 76 1,191 98 593 20	390.85	570,04 1,096,14 1,767,97 888,80	586.28
Special Pick-up 50 yards	730.76	751.58	1,098.14	1127.38
Special Pick-up 75 yards	191 98	1,225.95	1,787,97	1838.92
On-call Pick-up 0-49 yards	\$ 593.20	610.11	- 888 80	915.18

SOLID WASTE MANUAL TYPE DROP BOX:

	REGUL	\R	WEEKEND/HOLIDAY		
10 Yard	73.20	75.30	109 BD	112.95	
20 Yard	148.40	150.60	219.60	225.90	
28 Yard	204.98	210.84	307.44	316.26	
35 Yard	258.20	263.55	384.30	395.33	
50 Yard	368.00	376.50	548.00	564.75	

All others at (\$7.32) \$7.53 per cubic yard of solld waste per pickup and (\$16.33) \$16.80 demurrage per 24 hours or any part thereof after the first 72 hours. Travel time: Additional fees for travel time to Rural Areas at a rate of (\$77.50) \$79.71 per hour after the first hour.

Weekend and Holiday Travel Time: Additional fees for travel time to Rural Areas at a rate of (\$116.25) \$119.66 per hour after the first hour.

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM WORK SHEET

EVIEW:	Date To:	Date Returned:	Date to Dept. for correction:	Approved
ity Attorney	5/20	5/22		W 5 32.02
nance Director ity Manager				C Vus Viec
ther: ACM	5/22			ST.
_				

facsimile TRANSMITTAL

By York Note

To:

Maggie Wimmer,

Review-Journal

Fax #:

383-0326

From:

EILEEN M. SEVIGNY, CMC, CITY CLERK

Re:

Publication

Date:

May 6, 2002

Pages:

2, including this cover sheet.

COMMENTS:

Please publish the attached Public Hearing Notice twice, once on Saturday, May 11, 2002 and again on Saturday May 25, 2002.

<u>Please sign below to confirm receipt of this Fax and attachments, and Fax this page back to us at 649-3846 - thank you.</u>

Received (Raviou lourn	۱۱ <u>د</u>
Leceiven i	(Review Journ	ai)

From the desk of...

JoAnn Lawrence Deputy City Clerk City of North Las Vegas 2200 Civic Center Drive North Las Vegas, NV 89030

> 702-633-1034 Fax: 702-649-3846

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a public hearing on Wednesday, June 5, 2002, at 6:30 p.m. in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the hearing, file with the City Clerk's Office written objections thereto or approval thereof.

CLARENCE C. VAN HORN CITY TREASURER

Publish:

May 11

May 25

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

6:30

LAMBER 10 TO MAGE TO MAGE TO ME TO M

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a public hearing on Wednesday, June 5, 2002, at 2:00 p.m. in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the hearing, file with the City Clerk's Office written objections thereto or approval thereof.

CLARENCE C. VAN HORN CITY TREASURER

Publish:

May 11

May 25

ACTIVITY REPORT

TIME : 05/06/2002 10:22 NAME : FAX : TEL :

NO.	DATE	TIME	FAX NO./NAME	DURATION	PAGE(S)	RESULT	COMMEN	IT
#08 #09 #10	05/06 05/06 05/06 05/06 05/06	06:52 09:03 09:04 10:05 10:22	702 384 8029 6388774 6388774 3830326	01:54 02 27 33 31	05 00 01 01 02	무우우중무	XXXXX	ECM ECM ECM ECM

BUSY: BUSY/NO RESPONSE NG : POOR LINE CONDITION CV : COVERPAGE POL : POLLING RET : RETRIEVAL



Notice To All Inhabitants Of The City of North Las Vegas, Nevada And To All

Customers Of the Garbage Utility Of The City of North Las Vegas, Nevada

NOTICE IS HEREBY
GNVEN that the City
Council of the City of
North Las Vegas, Nevada, will hold a public
hearing on Wednesday,
June 5, 2002, at 730 pmiin the Council Chambers of City Hall, 2200
Clvic Center Drive, to
consider a change in
the Garbane rate

consider a change in the garbage rate schedule. The proposed parbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the hearing, file with the City Clerk's Office written objections thereof.

CLARENCE C. VAN

CLARENCE C. VAN HORN, CITY TREASURER

PUB: May 11, 2002 LV Review-Journal

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Sîg	nature of	Approva	<u></u>	Date:

Notice To All Inhabitants Of The City of North Las Vegas, Nevada And To All Customers Of the Garbage Utility Of The City of North Las Vegas, Nevada

NOTICE IS MERERY GIVEN that the City Council of the City of North Las Vepas, Nevada, will hold a public hearing on Wednesday, June 5, 2002, a 1700 pan in the Council Chambers of City Hall, Z200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed parbage rate schedule. The proposed parbage rate schedule for public examination in the City Clerk's Diffice, City Hall, Z200 CMc Center Drive, North Las Vegas, Nevada.

Any and all Interested persons may appear
before the North Las
Vegas City Council in
person or by counsel
and may object to or
express approval of the
proposed garbage rate
schedule changes or
may, prior to the hearins, file with the City
Clerk's Office written
objections thereto or
approval thereof.

CLARENCE C. VAN HORN, CITY TREASURER

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Signature of Approval: Date:	
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Las Vegas Review-Journal & Sun FROM THE DESK OF MAGGIE WIMMER PH: 702-383-0320 FAX: 702-383-0326

MWimmer@reviewjournal.com

FAX COVER SHEET

05/06/2002

TO/COMPANY: Joanne L, 649-3846

FROM: Maggie Wimmer - Classified Advertising

PHONE: 702-383-0320

FAX: 702-383-0326 OR 383-4693

REGARDING: here are a couple ad suggestions for your notice..one with your logo for extra recognition. Let me know if either will work for you.

Thank you for your advertising.

Sincerely, Maggle RJ/Sun

Note to Advertisers: Any WEBSITE ADDRESS in your ad becomes a direct hyperlink on our internet paper! Ask me for details.

Number of pages (including cover)_

CITY OF NORTH LAS VEGAS

INTEROFFICE MEMORANDUM

To:

CLARENCE VAN HORN, ACTING DIRECTOR, FINANCE DEPARTMENT

From:

Eileen M. Sevigny, CMC, City Clerk

Subject:

COUNCIL ACTION

Date:

June 6, 2002

At the meeting held Wednesday, June 5, 2002, Council took action on the following item:

 Resolution No. 2233; a resolution of the City Council of the City of North Las Vegas adopting a new rate schedule for the collection and disposal of garbage to become effective July 1, 2002. PUBLIC HEARING HELD; PASSED AND ADOPTED EFFECTIVE JULY 1, 2002.

Eileen M. Sevigny, CMC

City Clerk

aa

Enc: Resolution 2233

Mayor Michael L. Montandon

Councilmen
William E. Robinson
Stephanie S. Smith
Shari Buck
Robert L. Eliason



Your Community of Choice

City Manager Kurt Fritsch

Assistant City Manager Gregory E. Rose

Assistant City Manager
Dan Tarwater

City Clerk's Office

2200 Civic Center Drive • North Las Vegas, Nevada 89030-6307 Telephone: (702) 633-1030 • Fax: (702) 649-3846 www.cityofnorthlasvegas.com

June 6, 2002

Mr. Robert D. Kneesel, Area Controller Republic Services of Southern Nevada 770 East Sahara Avenue Las Vegas, NV 89104

SUBJECT: RESOLUTION NO. 2233

Dear Mr. Kneesel:

At the June 5, 2002 meeting of the North Las Vegas City Council, Resolution No. 2233 was passed and adopted. A conformed copy of the Resolution is enclosed for your files.

Should you have any questions regarding this matter, please feel free to contact Mr. Clarence Van Horn, City Treasurer, at 633-1463.

Sincerely,

Eileen M. Sevigny, CMC

City Clerk

aa

Enc: Resolution No. 2233

cc: Clarence Van Horn, City Treasurer

RESOLUTION NO. 2233

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 2002

WHEREAS, Republic Services of Southern Nevada submitted a request for an increase in garbage collection rates of 2.85 percent; and

WHEREAS, Section 8.20.140 of the Municipal Code governs garbage collection charges and rate changes; and

WHEREAS, the City Council is empowered to make and authorize any increase in the rates charged; and

WHEREAS, the rate and charges permitted shall be subject to annual adjustments based upon the percentage of change in the Consumer Price Index, All Urban Consumers, U. S. City Average (CPI-U), as published by the U. S. Department of Labor, Bureau of Labor Statistics, Washington, D.C., when the percentage change in the CPI-U is between 0 and 6.5 percent; and

WHEREAS, the annual change in the CPI-U from December 2000 to December 2001 was 2.85 percent.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas, Nevada, adopt the new rate schedule, as attached hereto, for the collection and disposal of garbage to become effective July 1, 2002.

PASSED, ADOPTED AND APPROVED this 5th day of June, 2002.

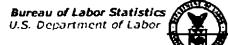
APPROVED:

/s/ Michael L. Montandon
MICHAEL L. MONTANDON, MAYOR

ATTEST:

/s/ Eileen M. Sevigny
EILEEN M. SEVIGNY, CMC, City Clerk

Bureau of Labor Statistics Data



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Data extracted on: January 16, 2002 (02:14 PM)

Consumer Price Index-All Urban Consumers

Series Catalog:

Not Seasonally Adjusted

Item: All items

Base Period: 1982-84=100

Data:

Area	Jan 2000	Feb 2000	Mar 2000	Apr 2000	May 2000	Jun 2000	Jul 2000	Aug 2000	Sep 2000	Oct 2000	Nov 2000	Dec 2000
U.S. city average		169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0
Area	Ann 2000	Jan 2001	Feb 2001	Mar 2001	Apr 2001	May 2001	Jun 2001	Jul 2001	Aug 2001	Sep 2001	Oct 2001	Nov 2001
U.S. city average		175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4
Area	Dec 2001	Ann 2001	Jan 2002	Feb 2002	Mar 2002	Apr 2002	May 2002	Jun 2002	Jui 2002	Aug 2002	Sep 2002	Oct 2002
U.S. city average	176.7	4 1	INO I	2002: No Data	2002: No Data	1	No	No	No	2002: No Data	No	2002: No Data
Area	Nov 2002	Dec 2002	Ann 2002	Net Change Ann 2000 to Ann 2001	Pct Change Ann 2000 to Ann 2001							
U.S. city average	No	No	2002: No Data	4.9	2.8455%							

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Phone: (202) 691-5200

Fax-on-demand: (202) 691-6325 Data questions: blsdata staff@bls.gov

U.S. Bureau of Labor Statistics Postal Square Building 2 Massachusetts Ave., NE

CITY OF NORTH LAS VEGAS MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2002

SINGLE FAMILY RESIDENCE	JULY 2004 74 10 42	July 2002 10.72	######################################	July 2002	July 2001	July 2002
NUMBER & TYPE OF RECEPTACLE	TWO (2) P PER W		SIX (6) P PER W		SEVEN (7) PICKUPS PER WEEK	
Garbage Can Garbage Cans Garbage Cans Garbage Cans Each Additional Receptacle over 3 Each can shall not exceed 75 lbs. in weight	763.95	14.35	58:10	59.75	69-66	71.65
	12.11 (27.91	28.70	81:28	83.60	197,57	100.35
	141.86	43.05	104:51	107.49	125,50	129.08
	13.95	14.35	23:20	23.87	27,92	28.71
ONE CUBIC YARD CONTAINER 1 cubic yard container 2 one cubic yard container Each additional one cubic yard container	69:66	71.65	150.86	155.19	181.28	186.45
	139:65	143.52	-4, 266.74	274.34	920.83	329.97
	69:66	71.65	-115.98	119.30	139.55	143.52
TWO CUBIC YARD CONTAINER 1 two cubic yard container 2 two cubic yard container Each additional two cubic yard container	278 10 278 10	143.52 287.08 143.52	266-87 498-86 (198-2291-98	274.47 513.07 238.59	320.83 599.93 279.10	329.97 617.03 287.06
THREE CUBIC YARD CONTAINER 1 three cubic yard container 2 three cubic yard container Each additional three cubic yard container	269/32	215.29	382.87	393.78	460.39	473.51
	418/65	430.58	739.83	751.66	879.03	904.08
	209/32	215.29	347.97	357.89	418.65	430.58
FOUR CUBIC YARD CONTAINER 1 four cubic yard container 2 four cubic yard container Each additional four cubic yard container .	279 10	287.06	498-86	513.07	599.91	617.01
	558 29	574.10	962-81	990.25	1.158.11	1,191.11
	279 10	287.06	463-94	477.16	558.21	574.11
SIX CUBIC YARD CONTAINER 1 six cubic yard container 2 six cubic yard container Each additional six cubic yard container	418.65	430.58	790 85	751.66	4,879,03	904.08
	837.29	861.15	746 1 67	1,503.32	1,769,07	1,808.18
	418.65	430.58	894 28	714.07	835,08	858.88
EIGHT CUBIC YARD CONTAINER 1 eight cubic yard container 2 eight cubic yard container Each additional eight cubic yard container	558-20	574.10	962.81	990.25	1,158,11	1,191.11
	4 116-39	1,148.21	1925.62	1,980.50	2,318,21	2,382.23
	568-20	574.10	1933.92	960.54	1,123,37	1,155.38

CITY OF NORTH LAS VEGAS MONTHLY COLLECTION RATES EFFECTIVE JULY 1, 2002

APARTMENTS AND MULTIPLE UNITS

FROM 2 TO 8 APARTMENTS

A flat rate of twice a week service to be as follows:

. (\$9.29) \$9.55 for the first unit on one stop; and (\$6.52) \$6.71 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - (\$9.78) \$10.06 Six times per week service shall be two and one-half times that for twice a week - (\$16.30) \$16.76

9 APARTMENTS OR MORE

A flat rate of twice a week service to be as follows:

(\$7.76) \$7.98 for the first unit on one stop; and (\$5.43) \$5.58 for each additional unit.

Three times per week service shall be one and one-half times that for twice a week - (\$8.15) \$8.38 Six times per week service shall be two and one-half times that for twice a week -(\$13.58) \$13.97

MOTELS AND MOBILE HOME PARKS

Twice a week service shall be as follows:

Offices - (\$7.76) \$7.98 per month

Sleeping Rooms and Mobile Homes without cooking facilities - (\$3.73) \$3.84

Sleeping Rooms and Mobile Homes with cooking facilities - (\$4.66) \$4.79

Three times per week service shall be one and one-half times that for twice a week.

Six times per week service shall be two and one-half times that for twice a week.

RESIDENTIAL AND COMMERCIAL **CONTAINER RENTAL FEES** AND SPECIAL ONE TIME PICKUP CHARGES **EFFECTIVE JULY 1, 2002**

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES

Container Size	Monthly Charge			
	July-2001	July 2002		
1 Cubic Yard Container	13.42	13.80		
2 Cubic Yard Container	16:10	16.56		
3 Cubic Yard Container	18.78	19.32		
4 Cubic Yard Conatiner	20.93	21.53		
6 Cubic Yard Container	. 26 83	27.60		
8 Cubic Yard Conatiner	29.52	30.36		
Up to 96 gallon Mobile Toter:	Quarterly	Charge		
	9.65	9.93		

SPECIAL ONE TIME PICKUP CHARGES

Number and Size of Receptacle

1 Cubic Yard Container	26.22	26.97
2 Cubic Yard Container	34 96	35.95
3 Cubic Yard Container	43.70	44.95
4 Cubic Yard Conatiner	52.43	53.93
6 Cubic Yard Container	61.18	62.92
8 Cubic Yard Conatiner	69.91	71.91

Assorted Trash Pickup (\$118.93) \$122.32 up to 1/2 hour roundtrip travel time

SOLID WASTE COMPA FOR AND MANUAL TYPE DROP 1 DX RATES Effective July 20 12

	١,	•			~~		Y R		TC	
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				•			
	One (1) Per Week	Two (2) Per Week	Three (3) Per Week	Four (4) Per Week	Five (5) Per Week	Six (6) Per Week	Seven (7) Per Week
10 Yard	1 548 30 1,592.43	2,089,83 2,128.82	2.835.81 2,916.83	3,080,10: 3,167.88	332440 3,419.14	3 568 70 3,670.41	5.215.99 5364.66
17 Yard	1,915,69 1,970.19	2,528,74 2,600.81	23.564,12. 3,665.75	4,027.63	4,389.50	4:613:73 4,751.39	G.150.7 9 6326.09
26 Yard	2 n48 85 2.208.03	3,076.55	4.379.31	4,741,18	1 4 161 65 5,103.06	25.5 35.943.50 5,484.93	6.960.28 7158.65
36 Yard	27533.29 2,605.49	3377:78 3,474.05	4.644.33 4,776.69	5045 57 5,189.37	5,446,83 5,602.07	5.848.18 6,014.83	7.494.98 7708.57
	Eight (8) Per Week	Nine (9) Per Week	Ten (10) Per Week	Eleven (11) Per Week	Twelye (12) Per Week	Thirteen (13) Per Week	Fourteen (14) Per Week
10 Yard	6,764,29 6,957.07	7,285,83 7,493.47	8 051 82 8,281.29	R 298 11 8,532.55	8,540 40 8,783.80	8.754.70 9,035.08	10 432 00 10729 313
17 Yard	8 066 37 8,296 26	8,680.08 8,927.44	9714.96 9,991.84	10.068.61. 10,353.71	3 0,418.56 10,715.59	10,720,62 11,077.47	12/301/58 12652.171
26 Yard	9,368.70	c.9,951.58 10,235.20	11- 218 -28, 11,537.98	11,5 7 0 10 11,899.85	11. 921.96 12,281.73	12:273.79 12,623.60	13/920/59 14317.324
36 Yard	10,028:27, 10,314.07	10,872.76 11,182.63	12,139,30 12,485.27	12,540,54 12,897.95	72.941/81 <u>]</u> 13,310.65	33 343 12 13,723,40	14 989 94 15417 152

PER PICKUP RATES:

Special Pick-up 0-49 yards	380,02	390.85	670,04 1 096,14 1 767,97 888,80	586.28
Special Pick-up 50 yards	2, 380,02 730,78	751.58	1,096.14	1127.38
Special Pick-up 75 yards	1,191.98 593.20	1,225.95	1,787.97	1838.92
On-call Pick-up 0-49 yards	3 593.20	610.11	889.80	915,16

SOLID WASTE MANUAL TYPE DROP BOX:

•	REGULA	AR	WEEKEND/	HOLIDAY
10 Yard	ું હું .73:20	75.30	(5x109:80)	112.95
20 Yard	148.40	150.60	219.80	225.90
28 Yard	204.96	210.84	307.44	316.26
35 Yard	258 20	263.55	384.30	395.33
50 Yard	366.00	376.50	549.00	564.75

All others at (\$7.32) \$7.53 per cubic yard of solid waste per pickup and (\$16.33) \$16.80 demurrage per 24 hours or any part thereof after the first 72 hours. Travel time: Additional fees for travel time to Rural Areas at a rate of (\$77.50) \$79.71 per hour after the first hour.

Weekend and Holiday Travel Time: Additional fees for travel time to Rural Areas at a rate of (\$116.25) \$119.86 per hour after the first hour.

ORDINANCE NO. 1305

AN ORDINANCE TO AMEND TITLE 8 OF THE NORTH LAS VEGAS MUNICIPAL CODE BY AMENDING CHAPTER 8.20, SECTIONS 8.20 040 AND 8.20 140, RELATING TO THE DEFINITION OF THE UNFORESEEN CIRCUMSTANCES AND CERTAIN SOLID WASTE COLLECTION RATES AND RATE CHANGES; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 8.00 of the North Las Vegas Municipal Code is amended by amending Chapter 8.20, Sections 8.20.040 Definitions, and 8.20.140 Collection Charges and Rate Changes, as follows:

8.20.040 Definitions.

"Unforeseen economic circumstance" means that the percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average (CPI-U), as published by the Bureau of Labor Statistics, Washington, D.C. for a given calendar year ending in December is greater than ten percent (10%) or below zero (decrease); or that some occurrence beyond the franchisee's reasonable control, or an action by a governmental jurisdiction, or if the City Council finds that economic occurrences during that period have caused specific additional economic costs for the franchisee which are not reflected in changes to the CPI-U during that same time period.

- 8.20.140(A) Charges Hotels, places of business and public buildings. Rates for the incorporated limits of the City of North Las Vegas, as defined in the franchise agreement (Refuse Removal Agreement) for solid waste service in the City. The monthly charge payable quarterly in advance for collecting, hauling and disposing of solid waste from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of collections from each per week in accordance with Table 8.20.140A attached hereto. The charge for collecting, hauling and disposing of compacted solid waste from receptacles other than compaction-type drop boxes shall be three times the otherwise applicable charge. Table 8.20.140B attached hereto.
- 8.20.140(B) Charges Single-family residence, apartments and multiple units, motels and mobile home parks. See Table 8.20.140B attached hereto.
- 8.20.140(C) Contracted Solid Waste Compactor Rates. See Table 8.20.140C attached hereto.
- 8.20.140(D) Container rental and special one-time collection charges The charges for container rental and special one-time collection for single-family residences, multiple dwellings, places

of business and public buildings in the solid waste service area shall be as set forth in Table 8.20.140(C) attached hereto.

- 8.20.140(E) Rates Changes All such rates and charges as are prescribed in this chapter shall be reviewed from time to time by the City Council which shall be empowered to make and authorize any increase or decrease in the rates to be charged for the collection, removal and disposal of solid waste basing their decisions, in part, on the percentage change in the Consumer Price Index (CPI), Other utilities and Public Services (1967 = 100), as published by the Bureau of Labor Statistics, Washington, D. C. The rates and charges permitted by franchisee established in this chapter shall be subject to annual adjustments based upon the percentage of change in the Consumer Price Index, All Urban Consumer, U.S. City Average (CPI-U), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D. C.
- a) The first such adjustment shall be made effective as of July 1, 1999 and shall be based upon the percentage change in the CPI-U for the twelve-month period ending December 31, 1998. Thereafter, the rates and charges shall be adjusted annually on July 1, based upon the percentage change in the CPI-U for the preceding year ending in the month of December.
- b) Annual increases to rates and charges adjusted in accordance with the percentage change in the CPI-U shall not be greater than six and one-half percent (6.5%) when the percentage change in CPI-U is within the range of 0 (no change) to ten percent (10%).
- (1) When the percentage change in the CPI-U is between 0 and 6.5%, the charges are to be adjusted by the actual percentage change.
- (2) When the percentage change is between 6.5% and 10%, the rates are adjusted and shall not be greater than 6.5%.
- c) When an unforeseen economic circumstance has occurred during the preceding year, the City Council may consider and may approve a method for adjusting rates which is not based on changes to the CPI-U. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes in the CPI-U.
- SECTION 2. If any provision, section, paragraph, sentence, clause, or phrase of this chapter is for any reason held to be invalid or unconstitutional by any court or competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of the remaining portions of this chapter. It is the intent of the City Council in adopting this chapter that no portion or provision thereof shall become inoperative or fail by reason of any invalidity or unconstitutionality of any other portion or provision, and to this end all provisions of this chapter are declared to be severable.
- SECTION 3. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the North Las Vegas Municipal Code in conflict herewith are hereby repealed.
- SECTION 4. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the City Council members voting for

and against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two (2) weeks.

	ayor Pro Tempore W. Robinson
PASSED on the 6tl	$\frac{h}{a}$ day of $\frac{\text{January}}{a}$, 19 $\frac{99}{a}$
COUNCILMEMBER	RS:
AYES:	Mayor L. Montandon Mayor Pro Tempore W. Robinson Council Member J. Rhodes Council Member S. Smith
NAYES:	None
ABSTAINING:	None
ABSENT:	Council Member P. Brown
	CITY COUNCIL, CITY OF NORTH LAS VEGAS, NORTH LAS VEGAS, NEVADA
ATTEST:	BY: /s/ Michael L. Montandon MICHAEL MONTONDAN, Mayor
/s/ Eileen M. Sev	/igny
City Clerk	
This ordinance sha January , 19 <u>99</u>	all be in force and effect from and after the 6th day of

COLLECTION CHARGES (MONTHLY) URBAN HOTELS, PLACES OF BUSINESS AND PUBLIC BUILDINGS

	2 Collections	6 Collections	7 Collections
Number & Type of Receptacles	Per Week	Per Week	Per Week
			,
1 Garbage Can	13.00	54.12	64.90
2 Garbage Cans	26.00	75.73	90.91
3 Garbage Cans	39.00	97.36	116.92
Each additional receptacle over 3	13.00	21.61	26.01
*Each can shall not exceed 75lb. in weight			
One Cubic Yard Container			
1 cubic yard container	64.90	140.57	168.90
2 one cubic yard containers	130.01	248.51	298.91
Each additional one cubic yard container	64.90	108.06	130.01
Last additional one sole july container	04.50	100.00	150.01
Two Cubic Yard Container			
1 two cubic yard container	130.01	248.63	298.91
2 two cubic yard containers	260.03	464.76	558.94
Each additional two cubic yard container	130.01	216.13	260.03
Three Cubic Yard Container			
1 three cubic yard container	195.02	356.70	428.93
2 three cubic yard containers	390.04	680.89	
Each additional three cubic yard container	195.02	324.19	-
Edon additional allow dable yell contained	100.02	J24.10	500.04
Four Cubic Yard Container			
1 four cubic yard container	260.03	464.76	558.92
2 four cubic yard containers	520.05	897.02	1,078.97
Each additional four cubic yard container	260.03	432.23	520.06
Six Cubic Yard Container			
1 six cubic yard container	390.04	680.89	818.96
2 six cubic yard containers	780,07		
Each additional six cubic yard container	390.04		
Eddit ddditonal oo debio jala comanio.	555.54	040.01	,,,,,,
Eight Cubic Yard Container			
1 eight cubic yard container	520.05		•
2 eight cubic yard containers	1,040.11	•	-
Each additional eight cubic yard container	520.05	870.10	1,046.60

CHARGES FOR COLLECTION, HAULING AND DISPOSING OF GARBAGE

<u>Single-Family Residence</u>. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from single-family residence on a twice-a-week basis, shall be as follows:

\$9.70 per month, payable in advance, each and every month.

Apartments and Multiple-Units. (From 2-8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:

\$8.65 for the first unit on one stop; and \$6.07 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three-times-a-week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

<u>Apartments and Multiple Units</u>. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:

\$7.22 for the first unit on one stop and \$5.06 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three-times-a-week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

Motels and Mobile Home Parks. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from motels and mobile home parts on a twice-a-week basis, shall be as follows:

Offices - \$7.27 per month; sleeping rooms and mobile homes without cooking facilities - \$3.26 per month; rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$4.37 per month. For those mobile home parks that would require individual collection at each mobile home, the service will be the same as residential with a heavy-item pickup provided and the rate of \$9.70 per month, per unit. Should three-times-a-week service be requested by any motel or mobile home park, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

CONTRACTED SOLID WASTE COMPACTOR RATES*

Compactor <u>Size</u>	One (1) <u>Per Week</u>	Two (2) <u>Per week</u>	Three (3) <u>Per week</u>	Four (4) <u>Per week</u>	Five (5) <u>Per week</u>	Six (6) <u>Per week</u>	Seven (7) <u>Per week</u>
10 Yard	1,442.50	1,928.39	2,642.03	2,869.63	3,097.23	3,324.84	4,859.57
17 Yard	1,784.69	2,355.94	3,320.62	3,648.43	3,976.23	4,304.05	5,730.48
26 Yard	2,000.15	2,786.89	3,967.00	4,294.80	4,622.61	4,950.41	6,484.67
36 Yard	2,360.19	3,146.97	4,326.96	4,700.79	5,074.64	5,448.53	6,982.81
Compactor <u>Size</u>	Eight (8) <u>Per week</u>	Nine (9) <u>Per week</u>	Ten (10) <u>Per week</u>	Eleven (11) <u>Per week</u>	Twelve (12) <u>Per week</u>	Thirteen (13) Per week	Fourteen (14) <u>Per week</u>
10 Yard	6,302.07	6,787.96	7,501.60	7,729.20	7,956.80	8,184.41	9,719.14
17 Yard	7,515.17	8,086.92	9,051.10	9,378.91	9,706.71	10,034.53	11,460.96
28 Yard	8,484.82	9,271.56	10,451.67	10,779.47	11,107.28	11,435.08	12,969.34
36 Yard	9,343.00	10,129.78	11,309.77	11,683.60	12,057.45	12,431.34	13,965.62
*Special pickup 0- *Special pickup 50 *Special pickup 75 On-call pickup 0-4	0 yards 5 yards	Regular 354.06 680.82 1,110.52 552.67	Weekend/Holiday 532.70 1,021.24 1,665.77 829.01				

SOLID WASTE MANUAL TYPE DROP BOX

	Regular	Weekend/Holiday
20 YARD	136.40	205.33
28 YARD	190.96	259.89
35 YARD	238.70	358.05
50 YARD	341.00	512.39

All others at \$6.82 per cubic yard of solid waste per pickup and \$15.22 demurrage per 24 hours or any part therof after the first 72 hours.

Travel time: Additional fees for travel time to Rural areas at a rate of \$75.00 per hour after the first hour.

Weekend and Holiday Travel time: Additional fees for travel time to Rural areas at a rate of \$112.50 per hour after the first hour.

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES AND SPECIAL ONE TIME PICKUP CHARGES

RESIDENTIAL AND COMMERCIAL CONTAINER RENTAL FEES

Container Size	Monthly Charge
1 Yard	12.50
2 Yard	15.00
3 Yard	17.50
4 Yard	19.50
6 Yard	25.00
8 Yard	27.50
	Quarterly Charge
Up to 96 gal. Mobile Cart	9.00

SPECIAL ONE TIME PICKUP CHARGES

Number and Size of Receptacle	One Time Charge		
1 Yard Container	24.43		
2 Yard Container	32.57		
3 Yard Container	40.72		
4 Yard Container	48.85		
6 Yard Container	57.00		
8 Yard Container	65.14		
Assorted Trash Pickup	\$101,78 up to 1/2 hour round trip travel time		

RTH LAS VEGAS CITY CONCIL

AGENDA ITEM

approved_ 9-18-91

Number:

C.	T٢	R	т	r	\sim	т	٠

PASS-THROUGH OF NEVADA BUSINESS TAX AS IT RELATES TO SILVER STATE DISPOSAL SERVICE, INC.

REQUESTED BY:

Vytas Vaitkus, Finance Director

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council approve the rate, of six cents per month per account billed, requested by Silver State Disposal Services, Inc. be added to monthly utility bills for each account where garbage service is provided. The line, separate from garbage charges, will be entitled "State Business Tax Pass-through."

FISCAL IMPACT None

STAFF COMMENTS AND BACKGROUND INFORMATION:

By letter of August 28 Joseph L. Anstett, Executive Vice President of Silver State Disposal Services, Inc, requested that the City include a separate line item on utility bills, at six cents per month per account billed, to recover the amount expected to be paid by the firm as a business tax pursuant to AB303 adopted during the last session of the Legislature. We have reviewed the calculations set forth in Mr. Anstett's letter and agree that six cents per month per account is a reasonable amount as required in the legislation and will produce the amount of revenue authorized.

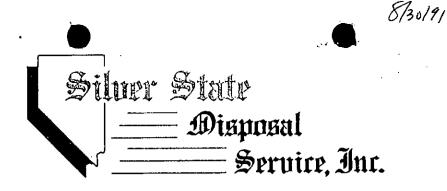
City Council approval is required as provided in Section 47 of AB303 "... a business whose rates were approved by a local governmental entity ... may increase the previously approved rates by an amount which is reasonably estimated to produce an amount of revenue equal to the amount of taxes the business is required to pay ... " and "The local governmental entity ... which approves the rates of the business shall regulate the increase allowed pursuant to this Section to ensure that the increase produces the amount of revenue authorized."

PREPARED BY:

Vytas Vaitkus Vytas Vaitkus Finance Director CITY MANAGER
APPROVAL:

CITY COUNCIL MEETING DATE:

9/18/91



August 28, 1991

Mr. Michael Dyal City Manager City of North Las Vegas City Hall, 2200 Civic Center Drive North Las Vegas, NV 89030

Dear Mike:

During the 1991 State Legislature our representatives deemed it in our best interest to approve the Nevada Business Tax (AB 303) which became law effective July 1, 1991. Section 47 of the aforementioned bill provides for the pass-through of the tax to the customers of businesses whose rates are approved by a local government entity. We have sought advice from our corporate council pertaining to this pass-through and they have concurred with our interpretations of Section 47.

It is our purpose therefore to advise the City Council, through your office, that we have determined that the charge to be passed on to all disposal customers must be equal in amount irrespective of the garbage billing. Projecting on an annual basis an average employment of 952 employees, the annual tax will amount to \$110,160.00. Utilizing our current base of disposal customers which is 170,716 we can calculate that the monthly additional cost to customers will amount to .06¢ per month per account billed.

We therefore anticipate that effective October 1, 1991, we will initiate this additional charge as a separate line item entitled "Business Tax" on each and every account where garbage service is provided. It is our further intent to annually re-evaluate the factors of this computation and adjusting for any overages or shortfalls in the collection of the tax.

Should you have any inquiries regarding this matter, please do not hesitate to contact the undersigned.

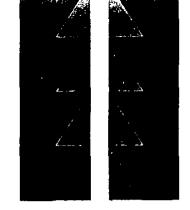
Yours very truly,

Joseph L. Anstett

Executive Vice President

JLA/dlp (ltr253)





September 19, 1991

Mr. Joseph Anstett
Executive Vice President
SILVER STATE DISPOSAL SERVICE, INC.
P. O. Box 98508
Las Vegas, Nevada 89193-8508

Dear Mr. Anstett:

SUBJECT: PASS-THROUGH OF NEVADA BUSINESS TAX AS IT

RELATES TO SILVER STATE DISPOSAL SERVICE,

INC.

At the meeting held last evening, the North Las Vegas City Council approved the above noted increase. In doing so, Council approved the rate of six cents per month per account billed be added to monthly utility bills for each account where garbage service is provided.

Should you have any questions or require additional information, please contact Mr. Vytas Vaitkus, Director of Finance.

Sincerely,

Eileen M. Sevigny

City Clerk

/co

cc: Vytas Vaitkus

City of North Las Vegas

2200 Civic Center Drive P.O. Box 4086 North Las Vegas, Nevada 89036 (702) 649-5811

> Mayor James K. Seastrand

Councilmen Theron H. Goynes Mary J. Kincaid William E. Robinson W. Brent Hardy

> City Manager Michael Dyal

Linda Hinson, Assistant City Manager

Mike: 6 ileen said S. U. is waiting to see what other entities are doing about Silver States Day request. The County (Duy Gobbs) told Uytas last week, Hwould not take before The Commissioners since its been passed by Legislature. They are first going to impose the tax, and both of I ! County may decide to impose through an ordinance. Eileen got all her ents from Zalavres who has had recent conversation w/S. U. + the County. Maybe we should table ours.

NORTH LAS VEGAS CITY COUNCIL

AGENDA ITEM

Number:

SUBJECT:

RESOLUTION NO. 1553 ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1991

REQUESTED BY:

Vytas Vaitkus, Finance Director

RECOMMENDATION OR RECOMMENDED MOTION:

That the City Council conduct a public hearing to consider any evidence in support of or against the proposed change.

That Resolution No. 1553, along with the attached charges for collection, hauling, and disposing of garbage to become effective April 1, 1991, be adopted.

FISCAL IMPACT \$40,000 additional revenue: \$20,000 for franchise fee \$ and \$20,000 for collection fee.

STAFF COMMENTS AND BACKGROUND INFORMATION:

By letter of November 8, Joseph Anstett, Executive Vice President of Silver State Disposal Service, Inc., had requested the cities of North Las Vegas, Las Vegas, Henderson, and the County of Clark to grant a general rate increase in garbage removal rates of \$1.25 per month for residential accounts and an 18% increase in all other rates. The request, if granted, will provide necessary revenues to (1) adequately implement a household curbside recycling program to eliminate from the existing solid waste stream newspapers, magazines, cardboard, glass, plastics, aluminum, tin, and household hazardous waste such as motor oils, paint thinners, solvents, and pesticides, and (2) for a successful labor contract which will solidify a labor-management relationship to ensure uninterrupted garbage removal service and recycling efforts to the benefit of all citizens until the mid 1990's.

It is expected that the additional revenue to be generated is approximately \$8,100,000 annually. Of that amount, 62% is needed for the recycling program which is being embarked upon and 38% is needed for the labor contract extension.

Notwithstanding the relatively modest increase in garbage removal rates, residents of North Las Vegas will receive more service at a rate lower than currently exists in most western cities.

Representatives of the entities affected by the rate increase, including the undersigned, heard compelling reasons from Mr. Anstett as to why the aforementioned increase in rates is necessary and have determined that the request is reasonable.

The proposed change in garbage rates was published, as required by Section 2.280.1 (c) (2) of the Charter, on December 7 and 14.

PREPARED BY:

Vytas Vaitkus Vytas Vaitkus (Finance Director

. CITY MANAGER APPROVAL:

CITY COUNCIL MEETING DATE: 12/19/90

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesday, December 19, 1990 at 7:00 pm in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

VYTAS VAITKUS Finance Director

Publish: December 7

December 14

RESOLUTION NO. 1553

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA, ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1991.

WHEREAS, Silver State Disposal Service, Inc. has submitted a request for an increase in garbage collection rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of North Las Vegas, City of Las Vegas, City of Henderson, and Clark County, and

WHEREAS, the Schedule of Charges for Collecting, Hauling, and Disposal of Garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective April 1, 1991.

PASSED, ADOPTED and APPROVED this 19th day of December, 1990.

James	Κ.	Seastrand,	Mayor
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ATTEST:

Eileen M. Sevigny, City Clerk

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE APRIL 1, 1991

CHARGES FOR COLLECTION, HAULING AND DISPOSING OF GARBAGE:

- A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$8.15 per month, payable in advance, each and every month.
- B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$7.27 for the first unit on one stop; and \$5.10 for each additional unit on one stop, Irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

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- C) Apartments and Multiple Units. (9 Apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$6.07 for the first unit on one stop and \$4.25 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- D) Motels and Mobile Home Parks. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:
 - Offices \$6.11 per month; Sleeping rooms and mobile homes without cooking facilities \$2.74 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities \$3.67 per month. For those Mobile Home Parks that would require individual collection at each mobile home, the service will be the same as residential with a heavy item pickup provided and the rate of \$8.15 per month, per unit. Should three times-a-week service be requested by any motel or mobile home park, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number and Type of Receptacles, Garbage Cans to 33-gal. Capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1	\$10.86	\$45.63	\$54.79
2	21.97	63.90	76.68

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$18.27 for six collections per week, or \$21.89 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections per week basis, shall pay the same monthly charge as for six collections per week.

One Cubic Yard Container	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1-one cubic yard container	\$ 54.62	118.12	141.91
2-one cubic yard containers	109.24	208.91	251.14
Each additional one cubic			
yard container	54.62	90.80	109.24

One and One Half Cubic Yard Container

a add	04.00	4 7 0 50	207.46
1-1½ cubic yard container	81.96	172.59 317.87	382.24
2-1½ cubic yard containers	163.93	317.07	302.24
Each additional one and one half	04.00	4.45.00	163.93
cubic yard container	81.96	145.23	100.50
Two Cubic Yard Container			
1-two cubic yard container	109.24	208.91	251.14
2-two cubic yard containers	218.48	390.51	469.64
Each additional two cubic			
yard containers	109.24	181.59	218.50
Three Cubic Yard Container	·		
1-three cubic yard container	163.93	299.71	360.40
2-three cubic yard containers	327.85	572.10	688.21
Each additional three cubic			
yard containers	163.93	272.39	327.83
, and community		1	
Four Cubic Yard Container			
1-four cubic yard container	218.54	390.53	469.62
2-four cubic yard containers	437.06	753.69	906.68
Each additional four cubic			
yard containers	218.54	363.16	437.06
Six Cubic Yard Container			
1-six cubic yard container	327.85	572.10,	688.21
2-six cubic yard containers	655.70	1,144.20	1,376.42
Each additional six cubic	000.10	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,,,
yard containers	327.85	572.10	688.21
jaid bollaniolo	02.100	4.1.1	
Eight Cubic Yard Container			
1-eight cubic yard container	437.06	753.69	906.68
2-eight cubic yard containers	874.12	1,507.38	1,813.35
Each additional eight cubic			
yard containers	437.06	753.69	906.68
•			

Manual Type Drop Box

\$5.73 per cubic yard, based upon capacity of drop-box and \$12.79 demurrage for 24 hours or any part thereof after the first 72 hours.

Compaction Type Drop Box

10 Yard		17 Yard	
1 pull/week	\$1,211.98	1 puil/week	\$1,499.49
2 pulls/week	1,620.22	2 pulls/week	1,979.45
3 pulls/week	2,219.82	3 pulls/week	2,789.97
6 pulls/week	2,793.51	6 pulls/week	3,616.24
7 pulls/week	4,082.95	7 pulls/week	4,814.72
26 Yard		36 Yard	
1 pull/week	\$1,680.52	1 pull/week	\$1,983.03
2 pull/week	2,341.53	2 pulls/week	2,644.07
3 pulis/week	3,333.05	3 pulls/week	3,635.46
6 pulls/week	4,159.31	6 pulls/week	4,577.83
7 pulls/week	5,448.39	7 pulls/week	5,866.92
14 mulls/week	10 896 79	14 nulls/week	11.733.84

	Regular	weekeng/nongay
On Call 50 Yard Compactor	\$572.02	\$ 858.04
On Call 75 Yard Compactor	933.05	1,399.57
Non-Contractual Compactor Pick-ups	464.35	696.53

Non-Schedule Pick-ups:

\$297.48

Non-Schedule Pick-ups/Sunday and Holidays: \$447.57

AN ORDINANCE TO AMEND TITLE 4. CHAPTER 4.04 OF THE NORTH LAS VEGAS MUNICIPAL CODE, BEING ORDINANCE NO. 7 RELATING TO THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH AND OTHER MATERIALS WITHIN THE CITY OF NORTH LAS VEGAS FOR PRIVATE DWELLINGS. BUSINESSES AND ALL OTHER GARBAGE AND RUBBISH PRODUCERS WITHIN THE CITY OF NORTH LAS VEGAS; PROVIDING OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES OR CHAPTERS, SUBSECTIONS OR PARAGRAPHS SECTIONS. CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS DOES ORDAIN:

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SECTION ONE: That Title 4, Chapter 4.04, being Ordinance No. 7 as amended by Ordinance Nos. 188, 394 and 541, is hereby amended to read as follows:

4.04.010 Provision for collection and disposal of garbage.

The City Council of the City of North Las Vegas may, by contract or otherwise, or in any manner said Council may deem necessary for the health, safety and welfare of said inhabitants, provide for the collecting and disposal of garbage, rubbish, dirt, and dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings, at the expense of the City or otherwise.

4.04.020 Contractor subject to rules.

Any person, firm or corporation entering into a contract with the City of North Las Vegas for the collecting, hauling and disposal of garbage, rubbish, dirt and dead animals in said City shall do so subject to the rules and regulations of the District Health Department, Clark County and of such ordinances and amendments of ordinances as said City may, from time to time, enact.

4.04.025 Applicability of chapter.

This chapter and the provisions contained herein shall apply to every area and facility in the City of North Las Vegas including, but not limited to the following: hotels, places of business, public buildings, auto courts, mobile home parks, multiple residential units with any number of apartments and residential single family dwellings.

The amendments adopted June 1, 1988 are effective January 1, 1989.

4.04.030 Definitions.

GARBAGE is defined as refuse, animal or vegetable matter from a kitchen, market or store, including every refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise, that attends preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, and all foul, noisome and filthy substances.

RUBBISH is defined as old tin, aluminum and iron cans and containers, old wood and paper boxes, old metals, wire, rope, cordage, bottles, bags, and bagging, rubber and rubber tires, paper wood shavings, and all used or cast off articles or materials, including old plaster, brick, cement, glass, old building materials, leaves and yard trimmings including tree trimmings.

DIRT is defined to include loose earth, ashes and manure, but exclusive of sand and gravel that is to be used in construction work.

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DEAD ANIMALS are defined as all small dead animals or parts thereof (including condemned meats) and not intended to be used as food for man or animal that weigh less than seventy-five pounds.

GARBAGE, RUBBISH, DIRT and DEAD ANIMALS, as defined and for purposes of this chapter, are declared to be nuisances per se.

PLACE OF BUSINESS is defined as any place of business in the City of North Las Vegas licensed by said City, other than multiple dwellings, to conduct or carry on principally or exclusively any pursuit of occupation for the purpose of gaining a livelihood.

PUBLIC BUILDINGS are defined to be office buildings, clubs, churches, schools, hospitals or other places of similar character.

MULTIPLE DWELLINGS are defined to be two or more family unit constructions (including apartments, motels, trailer courts, and auto courts) grouped together under the management of one person, firm, or corporation.

RESIDENCE is defined to be a building or dwelling wherein not more than one family resides or dwells, and where no business of any kind is conducted.

ADDITIONAL REFUSE is defined as refuse and garbage from single family residences that cannot be contained in a single receptacle, the dimensions of which do not exceed a capacity of thirty-three gallons, or four and forty-one hundredths cubic feet. "Additional refuse" includes, but is not limited to, stoves, refrigerators, furniture and hot water heaters. "Additional refuse" does not include loose materials such as soil, sand and rocks or whole mature trees or telephone poles.

ADDITIONAL REFUSE SERVICE is defined as the pickup, collection and removal of those items defined as additional refuse.

4.04.040 Unlawful to deposit garbage on premises of another.

It is unlawful for any person to throw or cause to be thrown or deposited upon the premises or in the garbage receptacle of another, any garbage, rubbish, dirt or dead animal.

4.04.050 Unlawful to deposit garbage on street.

It is unlawful for any person to throw or deposit or cause to be thrown or deposited, on any street, alley, gutter or highway within the limits of the City of North Las Vegas, any dirt, rubbish, garbage, or dead animal.

4.04.060 Burning of Garbage - Permit required.

It is unlawful for any person for the purpose of burning garbage, rubbish, dirt or dead animals, to kindle or maintain any bonfire or knowingly furnish the materials for any such fire or to authorize any such fire to be kindled or maintained in any garbage or rubbish receptacle, or to burn garbage, rubbish, dead animals, or dirt in a garbage or rubbish receptacle, or on any street, alley, road, or land either public or private within the City of North Las Vegas, unless a written permit to do so shall first have been secured from the City fire department; provided, however, that rubbish of a combustible nature may be burned in an incinerator duly approved by the fire chief.

4.04.070 Unlawful to convey garbage or interfere with receptacles.

It is unlawful for any person, firm or corporation other than the City of North Las Vegas or its agents or contractors, or their employees, to collect within the City and haul, convey or transport any garbage, rubbish, dirt, or dead animals over or through the public streets or alleys of the City, or interfere in any manner with any receptacles containing garbage, rubbish, dirt, or dead animals, or to remove any such receptacles from the location where placed by the owner thereof, or to remove any of the contents of such receptacles; provided, however, that construction and excavation debris and waste may be removed by any duly licensed building contractor and further, that (private) individual persons for non-commercial purposes and not for pecuniary profit may remove, convey and transport rubbish only, as defined in this Chapter, from their residences to a City or contractor owned and/or operated dumping ground.

To ensure the uniform, safe and sanitary treatment of garbage in the City, it shall be mandatory that any person owning, occupying or managing any premises in the City of North Las Vegas which produces or generates garbage subscribe to garbage collection services by the City or its authorized contractor and pay the charges therefor prescribed by Section 4.04.110 of this Chapter.

4.04.072 Free dumping of home-originated solid waste.

Any resident of the City of North Las Vegas whose account is paid and current, may deposit home-originated solid waste at the county land fill or transfer station, whether the same is operated by Clark County or by private contractor, without charge, in accordance with such rules and regulations as the Board of County Commissioners may, from time to time adopt, and in accordance with rules and regulations as the City Council of the City of North Las Vegas may from time to time adopt.

4.04.080 Garbage collection vehicle restrictions.

It is unlawful to use any cart or vehicle for the conveyance or removal of garbage, dirt or dead animals unless the said cart or vehicle is staunch, tight, and closely covered with a wooden, metal, or tarp cover so as to wholly prevent leakage, sifting, spilling, drifting, blowing or smell; or to use any cart or vehicle for the conveyance or removal of dirt or rubbish unless the cart or vehicle is provided with a canvas cover securely fastened over the top thereof, and be so constructed as to prevent sifting, spilling, drifting, or blowing the deposit of such dirt or rubbish or any portion thereof, in or upon the streets through which said cart or vehicle may be driven.

4.04.090 Receptacles.

Every person, firm association or corporation owning or managing any place of business, public building, multiple dwelling or residence, except as provided in Section 4.04.120 of this Chapter, shall provide a receptacle or receptacles sufficient for the deposit of all garbage, rubbish, and/or dirt from his, or its or their premises and shall on each collection day as prescribed by the City or its contractor, place said receptacle or receptacles adjacent to the alley adjoining his premises, or, if there is no alley, shall place said receptacle or receptacles in an accessible location, adjoining his place of business, public building, multiple dwelling, or residence no more than six hours prior to the regular collection day established in the area of such location.

No single receptacle shall have a capacity in excess of thirty-six gallons; and no person shall remove any such garbage, rubbish, or dirt from such receptacles after it has been deposited therein except the City of North Las Vegas, its authorized agents or contractors, or their employees. All such receptacles shall be provided with proper tight-fitting covers and it is a violation of this chapter to use any receptacle not provided with proper lid.

All receptacles must be returned to its proper storage area by 12 noon of the following day after pickup. Storage of all receptacles excepting cubic containers or dumpsters must be stored in the side or rear yard. Storage of cubic containers or dumpsters must be stored in an enclosed area. Each and every garbage container, whether canister type or dumpster must be marked with 12 inch numbers designating the correct address of the property it serves.

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Except as provided below, each garbage receptacle shall be constructed water tight and shall be provided with handles and tight fitting cover. Each such receptacle and cover shall be made of metal or other material as may be approved for use by the District Health Department, Clark County. Cover shall not be removed except when necessary to place garbage therein or to remove garbage therefrom. Each receptacle and its cover shall be kept clean from accumulating grease and decomposing material.

All receptacles designed to be emptied by hand shall be so constructed as to contain not less than three (3), nor more than thirty-three (33) gallons, or four and forty-one hundredths cubic feet; and no person shall remove any such garbage, rubbish, or dirt from such receptacles after it has been deposited therein except the City of North Las Vegs, its authorized agents or contractors, or their employees. All such receptacles described above shall be provided with proper tight-fitting covers.

As an exception to the use of receptacles as described above, trash bags and/or lawn bags made of a substance sufficiently strong so as not to rip and tear may be utilized for cut grass, leaves and other solid waste or rubbish not known as wet garbage and not garbage as defined in Section 4.04.030 of this Chapter so long as said bags are properly closed and tied so that nothing contained therein may spill from said bag. Provided further, that tree and yard trimmings susceptible to being bundled may be bundled if securely tied. Such bundles shall not exceed five feet in length, nor weigh more than seventy-five pounds.

4.04.100 Draining and wrapping of garbage: Exceptions.

Before placing garbage in the receptacle, the liquid shall be drained therefrom and the garbage shall be wrapped in paper; provided, however, unwrapped garbage may be placed in metal receptacles having tight-fitting covers and provided further, such garbage may be placed in the receptacle with rubbish.

4.04.105 Additional refuse service.

Additional refuse service shall be provided in the City of North Las Vegas for single family residences by franchised garbage disposal company operating in the City of North Las Vegas.

The franchised garbage collector for the City of North Las Vegas shall, in addition to the above described refuse service, endeavor to provide such extraordinary and emergency services as from time to time may arise amoung the citizens of the City of North Las Vegas.

4.04.110 Collection rates.

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The rates chargeable for the services of the collection of garbage, rubbish, and trash shall be established by the City Council and may be revised from time to time by said City Council. After the City Council has established or revised the rates chargeable for the services of the collection of garbage, rubbish and trash, a schedule of said rates shall be posted in the City Hall and published in an appropriate newspaper and shall contain the effective date of the established rates.

4.04.120 Bulk rubbish.

Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of same in a receptacle or receptacles would be impracticable, may provide for such rubbish to be bundled or containerized on the premises of such place of business adjacent to a street or alley.

4.04.121 Additional requirements and exceptions concerning receptacles which are generally used by businesses.

Every person, firm, association, corporation, multiple residential unit, auto court, mobile home park or business which utilizes receptacles generally known as cubic yard containers or dumpsters, shall be bound by the requirements as set forth in Section 4.04.090 of this Chapter with the exceptions as provided below.

All containers commonly known as cubic yard containers or dumpsters utilized in the City of North Las Vegas shall be of the type supplied by or prescribed by the City of North Las Vegas or a person, firm or corporation authorized by the City of North Las Vegas to collect all and dispose of garbage, rubbish, dirt and dead animals. All said cubic yard containers or dumpsters shall be equipped with covers and covers on said containers or dumpsters shall be closed at any time said containers or dumpsters contain any garbage, unless garbage is being placed into said containers or dumpsters or removed from said containers or dumpsters by the City or its authorized representatives.

As a further exception to Section 4.04.090, the cubic yard containers or dumpsters need not be placed in an accessible location subject to Section 4.04.090.

Contractor shall be responsible for returning container to the storage area if it is accessible.

On properties developed prior to the adoption of this ordinance where there is a conflict of use that exists, anyone utilizing a cubic yard container or dumpster may designate one of their required parking spaces for construction of the cubic yard container or dumpster enclosure.

The plans for all the cubic yard containers or dumpster enclosures that are constructed pursuant to Section 4.04.121 shall be submitted and approved by the City of North Las Vegas Building Department prior to the construction of said enclosures.

4.04.122

Any receptacles, including a canister type, cubic container or dumpster placed in public rights-of-way for pickup and not removed from the public rights-of-way by the specified time will be subject to removal by the City and a lien will be recorded against the property covering the cost of said

canister, cubic yard container or dumpster removal. The owner of the above stated receptacle will immediately be notified upon removal by the City.

The property owner, if absentee, shall designate a proper person who resides in the community to receive any and all notices pursuant to this ordinance.

The property owner, if absentee, shall be required to designate an on-site person who shall be responsible for compliance with this ordinance.

4.04.123 Receptacles and containers to be kept clean.

No trash or garbage receptacles and/or cubic yard containers or dumpsters shall be allowed to accumulate garbage particles on a prolonged basis so that such accumulation of garbage particles constitutes a health hazard as determined by the District Health Department, Clark County.

4.04.130 Penalty for delinquent payment.

In case any person, firm or corporation fails to pay the charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals within ten days from and after the same becomes due as herein provided, a penalty of ten percent of such charge shall be added thereto, on an annual basis, and action for the collection of such fee and penalty may be brought by the City in any court of competent jurisdiction.

4.04.140 Violation - Penalty.

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Any person violating any of the provisions of this Chapter is guilty of a misdemeanor and, upon conviction of same, shall be punished by a fine of not more than One Thousand Dollars, or by imprisonment in the City jail for a period not to exceed six months, or by both such fine and imprisonment.

4.04.150 Injunctive relief.

The City of North Las Vegas, in addition to the remedies and penalties above named, shall have injunctive relief against any violator of this Chapter with or without prior notice to prevent or correct any violation of this Chapter.

SECTION TWO: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by its Legal Department as to the constitutionality of this ordinance, and based upon such information, we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the Constitution or by-laws providing for equal rights of citizens or persons.

SECTION THREE: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect the validity and enforceability of the remaining provisions of this ordinance.

SECTION FOUR: REPEALER. All ordinances, parts of ordinances or chapters, section, subsections or paragraphs contained in the North Las Vegas Municipal code in conflict herewith are hereby repealed.

SECTION FIVE: EFFECTIVE DATE. This ordinance shall become effective January 1, 1989 after its passage by the City Council of the City of North Las Vegas, and after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION SIX: PUBLICATION. The City Clerk shall cause this ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of Nevada Revised Statutes, as amended from time to time.

PASSED, ADOPTED AND APPROVED THIS 1st day of June, 1988.

AYES:

Mayor Seastrand, Mayor Pro Tempore Goynes,

Councilmen Kincaid, Robinson and Hardy

NAYES:

None

ABSTAIN: None

JAMES K. SEASTRAND, MAYOR

A TTPST.

ESTHER V. BORDEN, CITY CLERK

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Subject: RESOLUTION NO. 1433

ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 1988.

Petitioner:

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Vytas Vaitkus, Finance Director

Recommendation:

That the City Council adopt Resolution No. 1433 and the attached schedule of "Garbage Collection Rates" to be effective July 1.

Fiscal Impact:

None

Background:

By letter of April 5, Joseph Anstett, Executive Vice President of Disposal Transportation, Inc., had requested that Clark County and the municipalities within the County served by Disposal Transportation increase garbage collection rates by 15% (i.e., the cost for residential service would increase from \$6.00 to \$6.90 per month). Mr. Anstett presented Pro-Forma income statements which project that, without a rate increase, the company will incur a net loss of \$874,000 next fiscal year. For the years shown below, Disposal Transportation has had, or projects to have, the following net income and return on assets:

		NET INCOME	RETURN ON ASSETS
1984		\$ 2,220,938	12.78%
1985		\$ 2,361,168	12.96%
1986		\$ 2,519,769	12.56%
1987		\$ 1,476,337	7.69%
*1988	(P)	\$ 547,100	2.43%
**1988	(P)	\$ 3,103,100	13.78%
*1989	(P)	(874,100)	
**1989	(P)	\$ 2,018,600	9.01%

- (P) Projected
 - * Without rate increase
- ** With rate increase

Representatives of the entities listed below recently met to review the data presented and have determined that the increase requested is reasonable particularly because the last increase became effective five and one-half years ago. The increase is necessary primarily because of increased labor costs and should suffice for several years into the future.

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Page Two

SUBJECT: Resolution No. 1433

Adopting a new Rate Schedule for the Collection

and Disposal of Garbage to Become Effective July 1, 1988

Rates shown on the resolution schedule, to be uniform throughout the service area, are to be adopted by the following entities on the dates shown:

City of North Las Vegas	June l
City of Las Vegas	June l
City of Henderson	June 7
County of Clark	June 7

Pursuant to our City Charter, a public hearing must be held prior to discussion of the garbage collection rate increase. Notice of the hearing was published, in accordance with the Charter requirement, on April 30 and May 4 in the Las Vegas Review Journal.

Respectfully submitted,

Cleared for Agenda

Vytas Vaitkus Finance Director

06/01/88

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RESOLUTION NO. 1433

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 1988.

WHEREAS, Disposal Transportation, Inc. has submitted a request for an increase in garbage collection rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Vegas, City of North Las Vegas, City of Henderson, and Clark County, and

WHEREAS, the Schedule of Charges for Collecting, Hauling, and Disposal of Garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective July 1, 1988.

PASSED,	ADOPTED	and	APPROVED	this	da	у о:	f	,1	988
			-		JAMES	Κ.	SEASTRAND,	Mayor	

ATTEST:

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ESTHER V. BORDEN, City Clerk

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE JULY 1, 1988

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

- A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$6.90 per month, payable in advance, each and every month.
- B) Apartments and Multiple Units. (From 2 to 8 apartments)
 The charge for collecting, hauling and disposing of garbage,
 rubbish and small dead animals from apartments and multiple
 units (from 2 to 8 units) on a twice—a—week basis shall be a
 flat rate to be computed as follows:
 - \$6.16 for the first unit on one stop; and \$4.32 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

- C) Apartments and Multiple Units. (9 Apartments or more)
 The charge for collecting, hauling and disposing of garbage,
 rubbish and small dead animals from apartments and multiple
 units on a twice-a-week basis shall be a flat rate to be
 computed as follows:
 - \$5.14 for the first unit on one stop and \$3.60 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should three times a week service be requested by any apartment or multiple unit, the rate for service shall be one and one-half times that for service for a twice-a-week basis, Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- D) Motels and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and small dead animals from motels and mobile home parks on a twice—a—week basis, shall be as follows:
 - Offices \$5.18 per month; Sleeping rooms and mobile homes without cooking facilities \$2.32 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities \$3.11 per month. For those Mobile Home Parks that would require individual collection at each mobile home, the service will be the same as residential with a heavy item pickup provided and the rate of \$6.90 per month, per unit. Should three times a week service be requested by any motel or mobile home park, the rate for service shall be one and one-half times that for service for a twice-a-week basis. Should six-day service be requested, the rate shall be two and one-half times that for service for a twice-a-week basis.
- E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and small dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number & Type of Receptacles, garbage cans to 33-gal. capacity	2 COLLECTIONS PER WEEK	6 COLLECTIONS PER WEEK	7 COLLECTIONS PER WEEK
1	\$ 9.30	\$ 38.67	\$ 46.43
2	18.62	54.15	64.98

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$15.48 for six collections per week, or \$18.55 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections per week basis, shall pay the same monthly charge as for six collections p: week.

One Cubic Yard Container	2 COLLECTIONS PER WEEK	6 COLLECTIONS PER WEEK	7 COLLECTIONS PER WEEK
l-one cubic yard container	\$ 46.29	\$100.10	\$120.26
2-one cubic yard container	92. 58	177.04	212.83
Each additional one cubic yard container	46.29	76. 95	92.58
One and One Half Cubic Yard Container			
1-13 cubic yard container	69.46	146.26	 175 .8 1
2-1½ cubic yard containers	138.92	269.38	323.93
Each additional one and one half cubic yd container	69.46	123.08	138.92
Two Cubic Yard Container			
1-two cubic yard container	92.58	177.04	212.83
2-two cubic yard containers	185.15	330.94	398.00
Each additional two cubic yd container	92.58	153.89	185.17
Three Cubic Yard Container	·		
l-three cubic yard container	138.92	253.99	305.42
2-three cubic yard containers	277.84	484.83	583.23
Each additional three cubic yd container	138.92	230.84	277.82

Four Cubic Yard Container	2 COLLECTIONS PER WEEK	6 COLLECTIONS PER WEEK	7 COLLECTIONS PER WEEK
l-four cubic yard container	\$ 185.20	\$ 330.96	\$ 397.98
2-four cubic yard containers	370.39	638.72	768.37
Each additional four cubic yd. container	185.20	307.76	370.39
Six Cubic Yard Container			
l-six cubic yard container	277.84	484.83	583.23
2-six cubic yard containers	555.68	969.66	1166.46
Each additional six cubic yd. container	277.84	484.83	583.23
Eight Cubic Yard Container			
l-eight cubic yard container	370.39	638.72	7 68 . 37
2-eight cubic yard containers	740.78	1277.44	1536.74
Each additional eight cubic yd. container	370.39	638 . 72	768.37
Manual Type Drop Box Approximately 20 Cubic yard capacity		Demurrage per part thereof	pick-up and \$10.84 er 24 hours or any after the first 72 1.86 per cubic yard we boxes.

Compaction Type Drop Box

		,	•
10 Yard		17 Yard	•
1 pull/week	\$1,027.10	1 pull/week	\$1,270.75
2 pulls/week	1,373.07	2 pulls/week	1,677.50
3 pulls/week	1,881.20	3 pulls/week	2,364.38
6 pulls/week	2,367.38	6 pulls/week	3,064.61
7 pulls/week	3,460.16	7 pulls/week	4,080.27
26 Yard	•	36 Yard	
1 pull/week	1,424.17	1 pull/week	1,680.53
2 pulls/week	1,984.35	2 pulls/week	2,240.74
3 pulls/week	2,824.62	3 pulls/week	3,080.90
6 pulls/week	3,524.84	6 pulls/week	3,879.52
7 pulls/week	4,617.28	7 pulls/week	4,971.97
14 pulls/week	9,234.57	14 pulls/week	9,943.93
		Regular	Weekend/Holiday
On call 50 Yard	d Compactor	\$ 484.76	\$ 727.15
On call 75 Yard	d Compactor	790.72	1186.08
Non-Contractua	l Compactor Pick-ups	393.52	590.28

Non-Schedule Pick-ups: \$252.10 Non-Schedule Pick-ups/Sunday and Holidays: \$379.30

Water Ordinance #784: "H" Billing Procedures

In all cases the property owner or owners shall be liable for all water services imposed herein. Utility bills for water, sewer and garbage services shall be sent monthly and all such billing shall be based upon the previous 30 day service period; provided, however, that in the event there has not been a full month of service up to the billing date such partial service shall be billed at one half the minimum monthly rate for up to 15 days of service and at the full monthly rate for any time in excess of 15 days of service. Failure to pay the entire amount shown on the monthly bill within 15 days of the billing date will result in a late penalty charge of 10% of the entire bill. In the event the bill remains unpaid after 10 days of the next consecutive monthly billing date all utility services may be discontinued until such time as the entire amount shown on the latest bill is paid together with a turn on service fee of \$9.00. In the event turn on service is required between the hours of 5:00 p.m. and 7:00 a.m. on Tuesday, Wednesday, Thursday, or Friday or between 5:00 p.m. and 7:00 a.m. on Tuesday, the service charge will then be \$18.00. If additional costs are incurred in the enforcement of the discontinuance of the water service, the water customer will be required too pay these additional charges prior to the reconnection of the service.

PROPOSED GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE JULY 1, 1988

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NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesday, June 1, 1988 at 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

Vytas Vaitkus Vytas Vaitkus Finance Director

Publish: April 30, 1988 and May 14, 1988

Las Vegas Review Journal

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

Date December 2, 1982

To:

Esther V. Borden, City Clerk

Department:

From: Philip W. Carr, Director

Department:

Administrative Services

Subject:

GARBAGE COLLECTION RATES

Pursuant to Section 2.280 of the North Las Vegas City Charter, hereby filed is the proposed change in garbage collection rates to become effective January 1983.

Ctor of Administrative Services

PWC:mb

Publish Totice Us later than Gerember 6, 198

Public Gearing at an about 7:00 P.M. D'clack January 5, 1983

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA AND TO ALL CUSTOMERS OF THE GARBAGE UTILITY OF THE CITY OF NORTH LAS VEGAS, NEVADA

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesday, June 1, 1988 at 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and available for public examination in the City Clerk's Office, City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

Vytas Vaitkus Vytas Vaitkus Finance Director

Publish: April 30, 1988 and May 14, 1988

Las Vegas Review Journal

RESOLUTION NO. 1433

FESCLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JULY 1, 1988.

WHEREAS, Disposal Transportation, Inc. has submitted a request for an increase in garbage collection rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Vegas, City of North Las Vegas, City of Henderson, and Clark County, and

WHEREAS, the Schedule of Charges for Collecting, Hauling, and Disposal of Garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective July 1, 1988.

PASSED, ADOPTED and APPROVED this 2nd day of June ,1988

/s/ James K. Seastrand

JAMES K. SEASTRAND, Mayor

10

ATTEST:

/s/ Esther V. Borden
ESTHER V. BORDEN, City Clerk

Publish: Las Vegas Review Journal

Date: June 4, 1988

AN ORDINANCE TO AMEND TITLE 4, CHAPTER 4.04 OF THE NORTH LAS VEGAS MUNICIPAL CODE, BEING ORDINANCE NO. 7 RELATING TO THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH AND OTHER MATERIALS WITHIN THE CITY OF NORTH LAS VEGAS FOR PRIVATE DWELLINGS, BUSINESSES AND ALL OTHER GARBAGE AND RUBBISH PRODUCERS WITHIN THE CITY OF NORTH LAS VEGAS; PROVIDING OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES OR CHAPTERS, SECTIONS, SUBSECTIONS OR PARAGRAPHS CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH.

THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS DOES ORDAIN:

SECTION ONE: That Title 4, Chapter 4.04, being Ordinance No. 7 as amended by Ordinance Nos. 188, 394 and 541, is hereby amended to read as follows:

4.04.010 Provision for collection and disposal of garbage.

The City Council of the City of North Las Vegas may, by contract or otherwise, or in any manner said Council may deem necessary for the health, safety and welfare of said inhabitants, provite for the collecting and disposal of garbage, rubbish, dirt, and dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings, at the expense of the City or otherwise.

4.04.020 Contractor subject to rules.

Any person, firm or corporation entering into a contract with the City of North Las Vegas for the collecting, hauling and disposal of garbage, rubbish, dirt and dead animals in said City shall do so subject to the rules and regulations of the District Health Department, Clark County and of such ordinances and amendments of ordinances as said City may, from time to time, enact.

4.04.025 Applicability of chapter.

This chapter and the provisions contained herein shall apply to every area and facility in the City of Morth Las Vegas including, but not limited to the following: hotels, places of business, public buildings, auto courts, mobile home parks, multiple residential units with any number of apartments and residential single family dwellings.

The amendments adopted June 1, 1988 are effective January 1, 1989.

4.04.030 Definitions.

GARBAGE is defined as refuse, animal or vegetable matter from a kitchen, market or store, including every refuse accumulation of animal, fruit, or vegetable matter, liquid or otherwise, that attends preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, and all foul, noisome and filthy substances.

RUBBISH is defined as old tin, aluminum and iron cans and containers, old wood and paper boxes, old metals, wire, rope, cordage, bottles, bags, and bagging, rubber and rubber tires, paper wood snavings, and all used or cast off articles or materials, including old plaster, brick, cement, glass, old building materials, leaves and yard trimmings including tree trimmings.

DIRT is defined to include loose earth, askes and manure, but exclusive of sand and gravel that is to be used in construction work.

DEAD ANIMALS are defined as all small dead animals or parts thereof (including condemned meats) and not intended to be used as food for man or animal that weigh less than seventy-five pounds.

GARBAGE, RUBBISH, DIRT and DEAD ANIMALS, as defined and for purposes of this chapter, are declared to be nuisances per se.

PLACE OF BUSINESS is defined as any place of business in the City of North Las Vegas licensed by said City, other than multiple dwellings, to conduct or carry on principally or exclusively any pursuit of occupation for the purpose of gaining a livelihood.

PUBLIC BUILDINGS are defined to be office buildings, clubs, churches, schools, hospitals or other places of similar character.

MULTIPLE DWELLINGS are defined to be two or more family unit constructions (including apartments, motels, trailer courts, and auto courts) grouped together under the management of one person, firm, or corporation:

RESIDENCE is defined to be a building or dwelling wherein not more than one family resides or dwells, and where no business of any kind is conducted.

ADDITIONAL REFUSE is defined as refuse and garbage from single family residences that cannot be contained in a single receptacle, the dimensions of which do not exceed a capacity of thirty-three gallons, or four and forty-one hundredths cubic feet. "Additional refuse" includes, but is not limited to, stoves, refrigerators, furniture and hot water heaters. "Additional refuse" does not include loose materials such as soil, sand and nocks or whole mature trees or telephone poles.

ADDITIONAL REFUSE SERVICE is defined as the pickup, collection and removal of those items defined as additional refuse.

4.04.040 Unlawful to deposit garbage on premises of another.

It is unlawful for any person to throw or cause to be thrown or deposited upon the premises or in the garbage receptable of another, any garbage, rubbish, dirt or dead animal.

4.04.050 Unlawful to deposit garbage on street.

It is unlawful for any person to throw or deposit or cause to be thrown or deposited, on any street, alley, gutter or highway within the limits of the City of North Las Vegas, any dirt, rubbish, garbage, or dead animal.

4.04.060 Burning of Garbage - Permit required.

It is unlawful for any person for the purpose of burning garbage, rubbish, dirt or dead animals, to kindle or maintain any bonfire or knowingly furnish the materials for any such fire or to authorize any such fire to be kindled or maintained in any gartage or rubbish receptacle, or to burn garbage, rubbish, dead animals, or dirt in a garbage or rubbish receptacle, or on any street, alley, road, or land either public or private within the City of North Las Vegas, unless a written permit to do so shall first have been secured from the City fire department; provided, however, that rubbish of a combustible nature may be burned in an incinerator duly approved by the fire chief.

4.04.070 Unlawful to convey garbage or interfere with receptacles.

It is unlawful for any person, firm or corporation other than the City of North Las Vegas or its agents or contractors, or their employees, to collect within the City and haul, convey or transport any garbage, rubbish, dirt, or dead animals over or through the public streets or alleys of the City, or interfere in any manner with any receptacles containing garbage, rubbish, dirt, or dead animals, or to remove any such receptacles from the location where placed by the owner thereof, or to remove any of the contents of such receptacles; provided, however, that construction and excavation debris and waste may be removed by any duly licensed building contractor and further, that (private) individual persons for non-commercial purposes and not for pecuniary profit may remove, convey and transport rubbish only, as defined in this Chapter, from their residences to a City or contractor owned and/or operated dumping ground.

To ensure the uniform, safe and sanitary treatment of garbage in the City, it shall be mandatory that any person owning, occupying or managing any premises in the City of North Las Vegas which produces or generates garbage subscribe to garbage collection services by the City or its authorized contractor and pay the charges therefor prescribed by Section 4.04.110 of this Chapter.

4.04.072 Free dumping of home-originated solid waste.

Any resident of the City of Morth Las Vegas whose account is paid and current, may deposit home-originated solid waste at the county land fill or transfer station, whether the same is operated by Clark County or by private contractor, without charge, in accordance with such rules and regulations as the Board of County Commissioners may, from time to time adopt, and in accordance with rules and regulations as the City Council of the City of North Las Vegas may from time to time adopt.

4.04.080 Garbage collection vehicle restrictions.

It is unlawful to use any cart or vehicle for the conveyance or removal of garoage, dirt or dead animals unless the said cart or vehicle is staunch, tight, and closely covered with a wooden, metal, or tarp cover so as to wholly prevent leakage, sifting, spilling, drifting, blowing or smell; or to use any cart or vehicle for the conveyance or removal of dirt or rubbish unless the cart or vehicle is provided with a canvas cover securely fastened over the top thereof, and be so constructed as to prevent sifting, spilling, drifting, or blowing the deposit of such dirt or rubbish or any portion thereof, in or upon the streets through which said cart or vehicle may be driven.

4.04.090 Receptacles.

Every person, firm association or corporation owning or managing any place of business, public building, multiple dwelling or residence, except as provided in Section 4.04.120 of this Chapter, shall provide a receptacle or receptacles sufficient for the deposit of all garbage, rubbish, and/or dirt from his, or its or their premises and shall on each collection day as prescribed by the City or its contractor, place said receptacle or receptacles adjacent to the alley adjoining his premises, or, if there is no alley, shall place said receptacle or receptacles in an accessible location, adjoining his place of business, public building, multiple dwelling, or residence no more than six hours prior to the regular collection day established in the area of such location.

No single receptable shall have a capacity in excess of thirty-six gallons; and no person shall remove any such garbage, rubbish, or cirt from such receptables after it has been deposited therein except the City of North Las Vegas, its authorized agents or contractors, or their employees. All such receptables shall te provided with proper tight-fitting covers and it is a violation of this chapter to use any receptable not provided with proper lid.

All receptacles must be returned to its proper storage area by 12 noon of the following day after pickup. Storage of all receptacles excepting cubic containers or dumpsters must be stored in the side or rear yard. Storage of cubic containers or dumpsters must be stored in an enclosed area. Each and every garbage container, whether canister type or dumpster must be marked with 12 inch numbers designating the correct address of the property it serves.

Except as provided below, each garbage receptacle shall be constructed water tight and shall be provided with handles and tight fitting cover. Each such receptacle and cover shall be made of metal or other material as may be approved for use by the District Health Department, Clark County. Cover shall not be removed except when necessary to place garbage therein or to remove garbage therefrom. Each receptacle and its cover shall be kept clean from accumulating grease and decomposing material.

All receptacles designed to be emptied by hand shall be so constructed as to contain not less than three (3), nor more than thirty-three (33) gallons, or four and forty-one hundredths cubic feet; and no person shall remove any such garbage, rubbish, or dirt from such receptacles after it has been deposited therein except the City of North Las Vegs, its authorized agents or contractors, or their employees. All such receptacles described above shall be provided with proper tight-fitting covers.

As an exception to the use of receptacles as described above, trash bags and/or lawn bags made of a substance sufficiently strong so as not to rip and tear may be utilized for cut grass, leaves and other solid waste or rubbish not known as wet garbage and not garbage as defined in Section 4.04.030 of this Chapter so long as said bags are properly closed and tied so that nothing contained therein may spill from said bag. Provided further, that tree and yard trimmings susceptible to being bundled may be bundled if securely tied. Such bundles shall not exceed five feet in length, nor weigh more than seventy-five pounds.

4.04.100 Draining and wrapping of garbage: Exceptions.

Before placing garbage in the receptacle, the liquid shall be drained therefrom and the garbage shall be wrapped in paper; provided, however, unwrapped garbage may be placed in metal receptacles having tight-fitting covers and provided further, such garbage may be placed in the receptacle with rubbish.

4.04.105 Additional refuse service.

Additional refuse service shall be provided in the City of North Las Vegas for single family residences by franchised garbage disposal company operating in the City of North Las Vegas.

The franchised garbage collector for the City of North Las Vegas shall, in addition to the above described refuse service, endeavor to provide such extraordinary and emergency services as from time to time may arise amoung the citizens of the City of North Las Vegas.

4.04.110 Collection rates.

The rates chargeable for the services of the collection of garbage, rubbish, and trash shall be established by the City Council and may be revised from time to time by said City Council. After the City Council has established or revised the rates chargeable for the services of the collection of garbage, rubbish and trash, a schedule of said rates shall be posted in the City Hall and published in an appropriate newspaper and shall contain the effective date of the established rates.

4.04.120 Bulk rubbish.

Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of same in a receptacle or receptacles would be impracticable, may provide for such rubbish to be bundled or containerized on the premises of such place of business adjacent to a street or alley.

4.04.121 Additional requirements and exceptions concerning receptacles which are generally used by businesses.

Every person, firm, association, corporation, multiple residential unit, auto court, mobile home park or business which utilizes receptacles generally known as cubic yard containers or dumpsters, shall be bound by the requirements as set forth in Section 4.04.090 of this Chapter with the exceptions as provided below.

All containers commonly known as cubic yard containers or dumpsters utilized in the City of North Las Vegas shall be of the type supplied by or prescribed by the City of North Las Vegas or a person, firm or corporation authorized by the City of North Las Vegas to collect all and dispose of garbage, rubbish, dirt and dead animals. All said cubic yard containers or dumpsters shall be equipped with covers and covers on said containers or dumpsters shall be closed at any time said containers or dumpsters contain any garbage, unless garbage is being placed into said containers or dumpsters or removed from said containers or dumpsters by the City or its authorized representatives.

As a further exception to Section 4.34.090, the cubic yard containers or dumpsters need not be placed in an accessible location subject to Section 4.04.090.

Contractor shall be responsible for returning container to the storage area if it is accessible.

On properties developed prior to the adoption of this ordinance where there is a conflict of use that exists, anyone utilizing a cubic yard container or dumpster may designate one of their required parking spaces for construction of the cubic yard container or dumpster enclosure.

The plans for all the cubic yard containers or dumpster enclosures that are constructed pursuant to Section 4.04.121 shall be submitted and approved by the City of North Las Vegas Building Department prior to the construction of said enclosures.

4.04.122

Any receptacles, including a canister type, cubic container or dumpster placed in public rights-of-way for pickup and not removed from the public rights-of-way by the specified time will be subject to removal by the City and a lien will be recorded against the property covering the cost of said

canister, quoic yard container or dumpster removal. The owner of the above stated receptable will immediately be notified upon removal by the City.

The property owner, if absentee, shall designate a proper person who resides in the community to receive any and all notices pursuant to this ordinance.

The property owner, if absentee, shall be required to designate an on-site person who shall be responsible for compliance with this ordinance.

4.04.123 Receptacles and containers to be kept clean.

No trash or garbage receptacles and/or cubic yard containers or dumpsters shall be allowed to accumulate garbage particles on a prolonged basis so that such accumulation of garbage particles constitutes a health hazard as determined by the District Health Department, Clark County.

4.04.130 Penalty for delinquent payment.

In case any person, firm or corporation fails to pay the charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals within ten days from and after the same becomes due as herein provided, a penalty of ten percent of such charge shall be added thereto, on an annual basis, and action for the collection of such fee and penalty may be prought by the City in any court of competent jurisdiction.

4.04.140 Violation - Penalty.

Any person violating any of the provisions of this Chapter is guilty of a misdemeanor and, upon conviction of same, shall be punished by a fine of not more than One Thousand Dollars, or by imprisonment in the City jail for a period not to exceed six months, or by both such fine and imprisonment.

4.04.150 Injunctive relief.

The City of North Las Vegas, in addition to the remedies and penalties above named, shall have injunctive relief against any violator of this Chapter with or without prior notice to prevent or correct any violation of this Chapter.

SECTION TWO: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by its Legal Department as to the constitutionality of this ordinance, and based upon such information, we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the Constitution or by-laws providing for equal rights of citizens or persons.

SECTION THREE: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect the validity and enforceability of the remaining provisions of this ordinance.

SECTION FOUR: REPEALER. All ordinances, parts of ordinances or chapters, section, subsections or paragraphs contained in the North Las Vegas Municipal code in conflict herewith are neceby repealed.

SECTION FIVE: EFFECTIVE DATE. This ordinance shall become effective January 1, 1919 after its passage by the City Council of the City of North Las Vegas, and after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

SECTION SIX: PUBLICATION. The City Clerk shall cause this ordinance, immediately following its adoption, to be published once by title, together with the names of the Councilmen voting for or against passage, in a newspaper qualified pursuant to the provisions of Chapter 238 of Nevada Revised Statutes, as amended from time to time.

PASSED, ADOPTED AND APPROVED THIS 1st day of June, 1988.

AYES:

Mayor Seastrand, Mayor Pro Tempore Goynes,

Councilmen Kincaid, Robinson and Hardy

NAYES:

None

ABSTAIN: None

JAMES K. SEASTRAND, MAYOR

ATTEST:

ESTHER V. BORDEN, CITY CLERK

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Subject:	
	Garbage Collection Rate Increase
Petitioner:	Silver State Disposal Company

Recommendation:

That the City Council adopt Resolution No.1244

Fiscal Impact:

None

Background:

- 1. On November 2, 1982, Silver State Disposal Co. submitted a rate increase request to Clark County, City of Las Vegas, City of Henderson and the City of North Las Vegas. The amount of the increase is 30% and would raise the rate for a single family residence from \$4.61 to \$6.00 per month. The last increase was granted in April 1980.
- 2. Clark County, the City of Henderson and the City of Las Vegas have approved the request.
- 3. Pursuant to Section 2.280 of the North Las Vegas City Charter, a public hearing must be held on the proposed increase. Notice of the public hearing was published in both the Las Vegas Review Journal and the Valley Times on December 6, 1982 and December 20, 1982.
- 4. A committee consisting of representatives of all affected entities has reviewed the rate increase request and recommends that it be approved. (See attached "Recommendations Regarding Silver State Disposal Rate Increase").

Respectfully submitted.

Philip W. Carr, Director Administrative Services Cleared for Agenda

MB 1-5-83

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE DISPOSAL TRANSPORTATION, INC. OF THE CITY OF NORTH LAS VEGAS, NEVADA.

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesday, January 5, 1983, at or about 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the Garbage Collection Rates.

Copies of the Proposed Garbage Collection Rates of the City of North Las Vegas, Nevada, effective January 1, 1983, are on file in the office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested people may appear before the City Council in person or by counsel, and may object to or express approval of the proposed garbage collection rates, or may prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

Esther V. Borden City Clerk

Publish: Las Vegas Review Journal

December 6, 1982 & December 20, 1982

The Valley Times

December 6, 1982 & December 20, 1982

RECOMMENDATIONS REGARDING SILVER STATE DISPOSAL RATE INCREASE

On November 2, 1982, Alfred Isola, President of Silver State Disposal Company, Disposal Transportation Inc., Clark Sanitation Inc., and Black Mountain Disposal Company submitted a rate increase request to the various local governments. This proposed rate increase is 30% for all accounts, which amounts to \$1.38 per month for residential customers.

At the request of the respective entities affected by this rate increase request, an analysis has been performed jointly by a committee comprised of the following:

Philip Carr, City of North Las Vegas Richard Gannon & Robert Mulroy, Clark County Bob Kasner, City of Henderson Marvin Leavitt, City of Las Vegas

The committee conducted various analyses considered necessary to establish the reasonableness of the proposed increase. Meetings were also held with Mr. Joe Anstett representing the Company.

The committee reviewed the expenses with the largest projected increases, verified the reasonableness of the projections and verified the accuracy of the computations. No major discrepancies were found. Because of the increase in costs for normal operations of the Disposal Service since the last increase approximately three years ago and the added expenses of operating the recently constructed transfer station located in North Las Vegas, the committee believes the increase in rates is justified.

The rate increase was requested to overcome projected net losses for the current and subsequent fiscal years of \$2,135,200 and \$2,394,900, respectively. Revised estimates with the proposed increase developed by the committee and Mr. Anstett project net income of approximately \$973,000 and \$1,705,000 for the fiscal years ending September 30, 1983 and September 30, 1984, respectively, resulting in an average for the two fiscal years of \$1,339,000, an amount which the committee considers reasonable.

The most significant factor contributing to the need for a rate increase relates to the construction of a new transfer station which just recently began operations. The total cost of this transfer station was approximately \$8,000,000, financed by the issuance of \$7,000,000 in City of North Las Vegas Economic Development Bonds, \$5 million of which was guaranteed by the Small Business Administration.

The Company believes that over time this transfer station will result in a net savings to the Company as well as its customers, but in the immediate future, because of higher principal and interest payments as well as current excess plant capacity, there is a net additional annual cost of approximately \$1.2 million.

Other factors contributing to the need for a rate increase are:

- The recent labor settlement of 5.3% for the current year and 6% estimated in the subsequent year.
- Reduced interest income for 1983 and 1984 because of the expenditure of moneys previously available and set aside for the construction of the transfer station.
- 3. A much lower than normal growth rate experienced in the past year and projected for the coming year.
- Heavy cash flow requirements to pay off the various loans and bonds of the Company.
- 5. Increases in operating expenses because of inflation.
- 6. The exhaustion of tax credits available in the past.

The accumulation of these events occurring at one time has had an adverse effect on the financial condition of the Company, requiring a larger than normal rate increase request. The last rate adjustment was effective on April 1, 1980.

Based on these factors, the Committee reluctantly recommends that the requested rate increase be granted.

PROPOSED GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE JANUARY 1, 1983

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

(A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from singlefamily residence on a twice-a-week basis, shall be as follows:

\$6.00 per month, payable in advance, each and every month.

(B) Apartments and Multiple Units. (From 2 to 8 apartments)
The charge for collecting, hauling and disposing of garbage,
rubbish and dead animals from apartments and multiple units
(from 2 to 8 units) on a twice-a-week basis shall be a flat
rate to be computed as follows:

\$5.36 for the first unit on one stop; and \$3.76 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple unit, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

(C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twicea-week basis shall be a flat rate to be computed as follows:

\$4.47 for the first unit on one stop and \$3.13 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(D) Motel and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$4.50 per month; Sleeping rooms and mobile homes without cooking facilities - \$2.02 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$2.70 per month; Mobile homes where individual collections are required - \$4.50 per month, payable in advance. Should six (6) day service be requested by any Motel and Mobile Home Park, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and PUblic Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number & type of receptacles-garbage cans to 33-gal. capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1	\$ 8.09	\$33.63	\$40.37
2	\$16.19	\$47.09	\$56.50

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$13.46 for six collections per week, or \$16.13 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per week basis, shall pay the same monthly charge as for six collections per week.

One cubic yard containers	2 Collections : Per Week	6 Collections Per Week	7 Collections Per Week
1 one cubic yard container	\$40.25	\$ 87.04	\$104.57
2 one cubic yard containers	\$80.50	\$153.95	\$185.07
Each additional one cubic yard container	\$40.25	\$ 66.91	\$ 80.50
One and One Half cubic yard containers:	2 Collections Per Week	6 Collections Per Week	Collections Per Week
1 1½ cubic yard container	\$60.40	\$127.18	\$152.88
2 1½ cubic yard containers	\$120.80	\$234.21	\$281.68
Each additional one and one half cubic yard container	\$60.40	\$107.03	\$120.80
Two cubic yard container:	2 Collections Per Week	6 Collections ? Per Week	Collections Per Week
1 two cubic yard container	\$ 80.50	\$153.95	\$185.07
2 two cubic yard containers	\$161.00	\$157.77	\$346.09
Each additional	\$ 80.50	\$133.82	\$161.02

Three cubic yard container:	2 Collections 6 Per Week	Collections Per Week	7 Collections Per Week
l three cubic yard container	\$120.80	\$220.86	\$265.58
2 three cubic yard containers	\$241.60	\$421.59	\$507.16
Each additional three cubic yard container	\$120.80	\$200.73	\$241.58
		···· · · · · · · · · · · · · · · · · ·	
Four cubic yard container:	2 Collections 6 Per Week	Collections Per Week	7 Collections Per Week
l four cubic yard container	\$161.04	\$287.79	\$346.07
2 four cubic yard containers	\$322.08	\$555.41	\$668.15
Each additional four cubic yard container	\$161.04	\$267.62	\$322.08
		•	
Manual type drop box, approximately 20 cubic yards capacity	\$84.76 per pickup charge per 24 hour after the first 72 yd. on other sized	s of any part the hours, or \$4.2	hereof

Compaction type drop box:

One pickup per week	\$1,461.33	Der	month
Two pickups per week	\$1,948.47	-	
Three pickups per week	I . T	. •	month
Six pickups per week	\$3,373.50	-	
Non-scheduled pickups	\$ 219.22		

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JANUARY 1983

WHEREAS, Silver State Disposal Company has submitted a request for an increase in garbage collection rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County, and

WHEREAS, the Schedule of Charges for Collecting, Hauling, and Disposal of Garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective January 1983.

PASSED, ADOPTED and APPROVED this 5th day of Jaunary _____, 1983.

/s/ James K. Seastrand

JAMES K. SEASTRAND, Mayor

ATTEST:

/s/ Esther V. Borden
ESTHER V. BORDEN, City Clerk

A-46

PROPOSED GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE JANUARY 1, 1983

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

(A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:

\$6.00 per month, payable in advance, each and every month.

(B) Apartments and Multiple Units. (From 2 to 8 apartments)
The charge for collecting, hauling and disposing of garbage,
rubbish and dead animals from apartments and multiple units
(from 2 to 8 units) on a twice-a-week basis shall be a flat
rate to be computed as follows:

\$5.36 for the first unit on one stop; and \$3.76 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple unit, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

(C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twicea-week basis shall be a flat rate to be computed as follows:

\$4.47 for the first unit on one stop and \$3.13 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(D) Motel and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$4.50 per month; Sleeping rooms and mobile homes without cooking facilities - \$2.02 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$2.70 per month; Mobile homes where individual collections are required - \$4.50 per month, payable in advance. Should six (6) day service be requested by any Motel and Mobile Home Park, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and PUblic Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

A-46

Number & type of receptacles-garbage cans to 33-gal. capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1	\$ 8.09	\$33.63	\$40.37
2	\$16.19	\$47.09	\$56.50

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$13.46 for six collections per week, or \$16.13 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per week basis, shall pay the same monthly charge as for six collections per week.

One cubic yard containers:	2 Collections Per Week	6 Collections 7 Per Week	Collections Per Week
l one cubic yard container	\$40.25	\$ 87.04	\$104.57
2 one cubic yard containers	\$80.50	\$153.95	\$185.07
Each additional one cubic yard container	\$40.25	\$ 66.91	\$ 80.50
	•		÷.
One and One Half cubic yard containers:	2 Collections Per Week	6 Collections 7 Per Week	Collections Per Week
l 1½ cubic yard container	\$60.40	\$127.18	\$152.88
2 1½ cubic yard containers	\$120.80	\$234.21	\$281.68
Each additional one and one half	\$60.40	\$107.03	\$120.80
cubic yard container	•		
Two cubic yard container:	2 Collections Per Week	6 Collections 7 Per Week	Collections
l two cubic yard container	\$ 80.50	\$153.95	\$185.07
2 two cubič yard containers	\$161.00	\$287.77	\$346.09
Each additional	\$ 80.50	\$133.82	\$161.02

Three cubic yard container:	2 Collections (6 Collections Per Week	7 Collection Per Week
1 three cubic yard container	\$120.80	\$220.86	\$265.58
2 three cubic yard containers	\$241.60	\$421.59	\$507.16
Each additional three cubic yard container	\$120.80	\$200.73	\$241.58
Four cubic yard container:	2 Collections (Per Week	6 Collections Per Week	7 Collection Per Week
l four cubic yard container	\$161.04	\$287.79	\$346.07
2 four cubic yard containers	\$322.08	\$555.41	\$668.15
Each additional four cubic yard container	\$161.04	\$267.62	\$322.08
Manual type drop box, approximately 20 cubic yards capacity	\$84.76 per pickup charge per 24 hour after the first 72 yd. on other size	rs or any part of the cours, or \$4.	thereof

Compaction type drop box:

One pickup per week	\$1,461.33	per	month
Two pickups per week	\$1,948.47	per	month
Three pickups per week	\$2,679.04	per	month
Six pickups per week	\$3,373.50	per	month
Non-scheduled pickups	\$ 219.22	per	pickup

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPTING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE JANUARY 1983

WHEREAS, Silver State Disposal Company has submitted a request for an increase in garbage collection rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County, and

WHEREAS, the Schedule of Charges for Collecting, Hauling, and Disposal of Garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto for the collection and disposal of garbage to become effective January 1983.

PASSED, ADOPTED and APPROVED this 5th day of Jaunary , 1983.

/s/ James K. Seastrand

JAMES K. SEASTRAND, Mayor

ATTEST:

/s/ Esther V. Borden
ESTHER V. BORDEN, City Clerk

PROPOSED GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE JANUARY 1, 1983

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

(A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:

\$6.00 per month, payable in advance, each and every month.

(B) Apartments and Multiple Units. (From 2 to 8 apartments)
The charge for collecting, hauling and disposing of garbage,
rubbish and dead animals from apartments and multiple units
(from 2 to 8 units) on a twice-a-week basis shall be a flat
rate to be computed as follows:

\$5.36 for the first unit on one stop; and \$3.76 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple unit, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

(C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:

\$4.47 for the first unit on one stop and \$3.13 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(D) Motel and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$4.50 per month; Sleeping rooms and mobile homes without cooking facilities - \$2.02 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$2.70 per month; Mobile homes where individual collections are required - \$4.50 per month, payable in advance. Should six (6) day service be requested by any Motel and Mobile Home Park, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

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Each additional four cubic yard container	\$161.04	\$267.62	\$322.08
Manual type drop box, approximately 20 cubic yards capacity	charge per 24 h	up and \$9.43 dem ours or any part 72 hours, or \$4 zed boxes.	thereof

Compaction type drop box:

One pickup per week	\$1,461.33	per	month
Two pickups per week	\$1,948.47	per	month
Three pickups per week	\$2,679.04	per	month
Six pickups per week	\$3,373.50	per	month
Non-scheduled pickups	\$ 219.22	per	pickup

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE DISPOSAL TRANSPORTATION, INC. OF THE CITY OF NORTH LAS VEGAS, NEVADA.

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesday, January 5, 1983, at or about 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the Garbage Collection Rates.

Copies of the Proposed Garbage Collection Rates of the City of North Las Vegas, Nevada, effective January 1, 1983, are on file in the office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all interested people may appear before the City Council in person or by counsel, and may object to or express approval of the proposed garbage collection rates, or may prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

Esther V. Borden

City Clerk

Publish: LasaVegas Review Journal

December 6, 1982 & December 20, 1982

The Valley Times

December 6, 1982 & December 20, 1982

NORTH LAS VEGAS CITY COUNCIL AGENDA ITEM

Subject:	
Garbage Collection Rates	٠
Petitioner:	
Silver State Disposal Company	

Recommendation:

That the City Council set January 5, 1983 for a public hearing on a proposed increase in garbage collection rates.

Fiscal Impact:

None

Background:

On November 2, 1982, Silver State Disposal Company submitted a rate increase for garbage collection services.

A committee consisting of Philip Carr, City of North Las Vegas; Robert Mulroy, Clark County; Bob Kasnar, City of Henderson; and Marvin Leavitt, City of Las Vegas is reviewing the proposed rate increase and will submit its recommendations by December 1, 1982.

The public hearing on January 5th will be to receive citizens' input upon the raise as proposed by the Company.

Respectfully submitted.

Cleared for Agenda

SMO 12-1-82

Philip W. Carr Director of Administrative Services

CITY OF NORTH LAS VEGAS GARBAGE COLLECTION RATE SCHEDULE EFFECTIVE APRIL 1, 1980

RESIDENTIAL SINGLE FAMILY DWELLING					\$4.61
-2 pickups per week -					
(RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES)					
MULTIPLE RESIDENTIAL UNITS — From 2 to 8 apartments					
- 2 pickups per week -					
First apartment					\$4.12 \$2.89
MULTIPLE RESIDENTIAL UNITS - 9 apartments or more					
- 2 pickups per week -					20.44
First apartment		••••••••••••••••••••••••••••••••••••••			\$2.41
MOTELS and MOBILE HOME PARKS					•
- 2 pickups per week -			•		
Offices Sleeping rooms and mobile homes without cooking facilities Sleeping rooms and mobile homes with cooking facilities Mobile homes {individual collections} 6—day service rate — 2.5 x's 2—day service				· · · · · · · · · · · · · · · · · · ·	\$1.55 \$2.08
HOTELS' PLACES OF BUSINESS and PUBLIC BUILDINGS				•	
2 pickups per week (1 can) 2 pickups per week (2 cans) 6 pickups per week (1 Can) 6 pickups per week (2 cans)					\$12,45 [.] \$25,87
Each additional can over 2			<i></i>		\$10.35
			<i></i>		\$10.35 \$31.05 \$43.46
Each additional can over 2 7 pickups per week (1 can) 7 pickups per week (2 cans)			<i></i>		\$10.35 \$31.05 \$43.46
Each additional can over 2 7 pickups per week (1 can) 7 pickups per week (2 cans) Each additional can over 2 One Cubic Yard Container:	2 Collection	ns	6 Collection	s	\$10.35 \$31.05 \$43.46 \$12.41
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Compacted garbage and refuse shall be billed at the ration of three to one (3 to 1) in accordance with the size of the container and frequency of service.

RESOLUTION NO. 1034

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPT-ING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1980.

WHEREAS, Silver State Disposal Company has submitted a request for an increase in garbage removal rates, and

WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County,

WHEREAS, the committee agrees that Silver State Disposal Company should be able to earn a reasonable profit, and

WHEREAS, Exhibit A, Schedule of Rates for the collection and disposal of garbage attached hereto and by reference made a part hereof has been recommended by the committee.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as shown in Exhibit A for the collection and disposal of garbage to become effective April 1, 1980.

PASSED, ADOPTED and APPROVED this 19th day of March

H. Daines DAINES, MAYOR

ATTEST:

Las Vegas Review Journal March 26, 1980 Publish:

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE APRIL 1, 1980

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

(A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:

\$4.61 per month, payable in advance, each and every month.

(B) Apartments and Multiple Units. (From 2 to 8 apartments)
The charge for collecting, hauling and disposing of garbage,
rubbish and dead animals from apartments and multiple units
(from 2 to 8 units) on a twice-a-week basis shall be a flat
rate to be computed as follows:

\$4.12 for the first unit on one stop and \$2.89 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple unit, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

- (C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$3.44 for the first unit on one stop and \$2.41 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.
- (D) Motel and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:
 - Offices \$3.46 per month; Sleeping rooms and mobile homes without cooking facilities \$1.55 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities \$2.08 per month; Mobile homes where individual collections are required \$3.46 per month, payable in advance. Should six (6) day service be requested by any Motel and Mobile Home Park, the rate for service shall be two and one-half times that for service for a twice-a-week basis.
- (E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number & type of receptacles-garbage cans to 33-gal. capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1	\$ 6.22	\$25.87	\$31.05
2	\$12.45	\$36.22	\$43.46

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$10.35 for six collections per week, or \$12.41 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per week basis, shall pay the same monthly charge as for six collections per week.

One cubic yard containers:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
l one cubic yard container	\$30.96	\$ 66.95	\$ 80.44
2 one cubic yard containers	\$61.92	\$118.42	\$142.36
Each additional one cubic yard container	\$30.96	\$ 51.47	\$ 61.92
One and One Half cubic yard containers:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
l l½ cubic yard container	\$46.46	\$ 97.83	\$117.60
2 1½ cubic yard containers	\$92.92	\$180.16	\$216.68
Each additional one and one half cubic yard container	\$46.46	\$ 82.33	\$ 99.08
Two cubic yard 2 container:	Collections Per Week	6 Collections Per Week	7 Collections Per Week
l two cubic yard container	\$ 61.92	\$118.42	\$142.36
2 two cubic yard containers	\$123.84	\$221.36	\$266.22
Each additional l½ cubic yard container	\$ 61.92	\$102.94	\$123.84

Three cubic yard container:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
l three cubic yard container	\$ 92.92	\$169.89	\$204.29
2 three cubic yard containers	\$185.84	\$324.30	\$390.12
Each additional three cubic yard container	\$ 92.92	\$154.41	\$185.83
Four cubic yard container:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
l four cubic yard container	\$123.88	\$221.38	\$266.21
2 four cubic yard containers	\$247.76	\$427.24	\$513.96
Each additional four cubic yard container	\$123.88	\$205.86	\$247.75
Manual type drop box, approximately 20 cubic yards capacity	\$65.20 per pi charge per 24 after the fir	ickup and \$7.25 de hours of any par est 72 hours.	murrage t thereof

Compaction type drop box:

One pickup per week Two pickups per week	\$1,124.10 per month \$1,498.82 per month
Three pickups per week	\$2,060.80 per month
Six pickups per week	\$2,595.00 per month
Non-scheduled pickups	\$ 168.63 per pickup

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

PROPOSED GARBAGE REMOVAL RATES CITY OF NORTH LAS VEGAS, NEVADA TO BECOME EFFECTIVE APRIL 1, 1980

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

- (A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$4.61 per month, payable in advance, each and every month.
- (B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$4.12 for the first unit on one stop and \$2.89 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

- (C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$3.44 for the first unit on one stop and \$2.41 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(D) Motel and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$3.46 per month; Sleeping rooms and mobile homes without cooking facilities - \$1.55 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$2.08 per month; Mobile homes where individual collections are required \$3.46 per month, payable in advance. Should six (6) day service be requested by any Motels and Mobile Home Parks, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number & type of re- ceptacles-garbage can to 33-gal.capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
1	\$ 6.22	\$25.87	\$31.05
2	\$12.45	\$36.22	\$43.46

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$10.35 for six collections per week, or \$12.41 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per-week basis, shall pay the same monthly charge as for six collections per week.

One cubic yard containers:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week	
l one cubic yard container 2 one cubic y ard containers Each additional one-cubic	\$ 30.96 61.92	\$ 66.95 118.42	\$ 80.44 142.36	
yard container	30.96	51.47	61.92	
1-1/2 cubic yard container:				
1 1-1/2 cubic yard container 2 1-1/2 cubic yard containers Each additional 1-1/2 cubic	\$ 46.46 92.92	\$ 97.83 180.16	\$117.60 216.68	
yard container	46.46	82.33	99.08	
Two cubic yard container:				
l two cubic yard container	\$ 61.92	\$118.42	\$142.36	
2 two cubic yard containers Each additional two cubic	123.84	221.36	266.22	
yard container	61.92	102.94	123.84	
Three cubic yard container:		*		
1 three cubic yard container	\$ 92.92	\$169.89	\$204.29	
2 three cubic yard containers Each additional three cubic	185.84	324.30	390.12	
yard container	92.92	154.41	185.83	
Four cubic yard container:				
1 four cubic yard container 2 four cubic yard containers Each additional four cubic	\$123.88 247.76	\$221.38 427.24	\$266.21 513.96	
yard container	123.88	205.86	247.75	
Manual type drop box, approximately 20 cu. yd. capacity		ckup and \$7.25 der hours or any part st 72 hours.		
Compaction type drop box:				
One pickup per week Two pickups per week Three pickups per week Six pickups per week Non-scheduled pickups	\$1,124.10 per 1,498.82 " 2,060.80 " 2,595.00 " 168.63 per	tt tt		

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of North Las Vegas, Nevada will hold a public hearing at the hour of 7:10 P.M., March 19, 1980, in the Council Chambers at City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada, to consider a change in the garbage collection rates.

Esther V. Borden

City Clerk

Publish:

Review Journal March 7, 1980 Valley Times March 9, 1980



CITY OF NORTH LAS VEGAS INTER - OFFICE MEMORANDUM

Date February 19, 1980

To:

Raymond D. Schweitzer

Department: City Manager

From:

Philip W. Carr

Department: Director of Administrative

Services

Subject:

GARBAGE REMOVAL RATES - PROPOSED POLICY

As you are aware, Silver State Disposal Company has requested an increase in garbage removal rates to be effective April 1, 1980, and a recommendation regarding this request has been forwarded to you in a separate memorandum.

However, the City's procedure for setting garbage removal rates has not been consistent over the years and I feel it would be beneficial to establish a policy to govern the procedure for setting these rates.

Based upon an opinion from the City Attorney's Office, the minimum requirements for setting garbage removal rates are governed by Section 4.04.110 of the North Las Vegas Municipal Code and merely require a motion by the City Council and posting a schedule of rates in City Hall and publication in an appropriate newspaper. Primarily because of the public interest in garbage removal rates, I feel the procedure for setting them should exceed the minimum requirements as set forth in the Municipal Code.

Therefore, I suggest that the following procedures be adopted and made a matter of policy:

- 1. Any request for a revision to existing garbage removal rates shall be received by the City Council and referred to staff for review and recommendation.
- 2. After submission of a recommendation by staff, the City Council shall set a date for a public hearing on the proposed revision and cause a notice of said hearing to be published in a newspaper having general circulation within the City of North Las Vegas. The publication of the notice shall not be less than ten (10) days prior to the date set for the hearing.
- 3. After holding the public hearing, the City Council may revise existing garbage removal rates and any such revision shall be by resolution setting forth the effective date thereof.
- 4. All rates as revised shall be published in a newspaper having general circulation within the City of North Las Vegas prior to their effective date.

Philip W. Carr

Director of Administrative Services

CITY OF NORTH LAS VEGAS

W/

INTER - OFFICE MEMORANDUM

Date February 13, 1980

To:

Raymond D. Schweitzer

Department: City Manager

From:

Philip W. Carr

Department: Director of Administrative

Services

Subject:

GARBAGE REMOVAL RATES

On January 11, 1980, Alfred Isola, President of Silver State Disposal Company, Disposal Transportation, Inc., Clark Sanitation, Inc., and Henderson Disposal Service, Inc., DBA, Black Mountain Disposal Company (the Company), submitted a request for an increase in garbage removal rates to be effective April 1, 1980.

At the request of the respective entities affected by this rate increase request, an analysis has been performed jointly by a committee composed of the following:

Marvin Leavitt, Finance Director - City of Las Vegas Philip Carr, Finance Director - City of North Las Vegas Fred Artus, Finance Director - City of Henderson Patrick Pine, Senior Budget Analyst - Clark County

Marvin Leavitt coordinated the effort at the request of the entities involved. Much of the analysis has been discussed with Mr. Joe Anstett, who has represented the Company.

BACKGROUND

- 1. While the Company did, in fact, have an operating loss for fiscal 1979 of \$30,430, the Company had net after-tax income in 1979 of \$305,429.
- 2. Briefly, the rate increase request provided for the following:

		Present	Proposed	Increase
a.	Residential	\$3.75	\$5.25	40%
	Commercial	N/A	N/A ·	36%

- b. As an alternative to (a) above, the residential rate could be set at \$5.00 per month by reducing collections from twice-a-week to once-a-week.
- c. A fuel adjustment clause providing for a 1% increase in rates for each \$.10 that the cost of diesel fuel exceeds \$1.50 per gallon.
- 3. Subsequent to the formal request for a rate increase presented to the governing bodies of each entity in January, financial data supporting the request was revised and expanded by the Company at the request of the committee analyzing the matter.

Raymond D. Schweitzer Page 2 February 13, 1980

4. In addition to the data presented by the Company, the Committee referred extensively to the audited financial statement of the Company for the fiscal years 1971, 1972, 1973, 1976, 1977, 1978 and 1979.

Based on the various sources of information outlined above, the committee constructed a series of financial projections based upon possible rate increases to determine what level would presumably provide adequate revenues for the Company.

RECOMMENDATIONS

The committee recommended that:

- 1. a. Residential rates be increased from \$3.75 per month to \$4.61 or 23% with no change in service and no fuel adjustment clause.
 - b. Commercial rates be increased by 23%.
 - c. That the recommended rate increase apply in approximate equal percentages to all customers due to the presumed equity in service and cost. It is mutually agreed between the committee and the Company that a measure of equity in service and rates is difficult to derive through financial analysis. This difficulty arises because of the broad range of services provided to various commercial customers.
- 2. The request for a fuel adjustment clause is not recommended, rather it is suggested that the Company make a presentation on its financial position to the respective entities between January and March, 1981. It is felt that our projections include a reasonable increase in fuel costs. However, if they should significantly exceed projected levels, it is assumed that the respective entities will be willing to consider the matter at that time.
- 3. Once-a-week collection service for residential accounts is not recommended because it cannot produce a corresponding reduction in rates. However, should fuel prices continue their dramatic increase, a reduction in service could be considered in lieu of another rate increase.
- 4. It is agreed that the Company should be able to earn a reasonable profit and the recommendation herein has been made with that in mind. If our recommendations are adopted, we feel the net after-tax income of the Company will approximate or exceed the levels earned in the years 1971 through 1978.

Concert.

Raymond D. Schweitzer Page 3 February 13, 1980

5. Finally, the attached analysis shows our projections through September 30, 1980, for varying percentages of increase as well as the Company's projections for the same period. The recommended increase will hopefully produce a level of income sufficient to preclude another substantial increase in 1981.

Philip W. Carr

Director of Administrative Services

PWC:pw

Attachment

Alternative Rate Schedule Projections For the Period 10/01/79 - 09/30/80

Operating Poyogue	No Increase Company Estimate	No Increase Committee Estimate	15% Increase Committee Estimate	30% Increase Committee Estimate	23% Increase Committee Recommended
Operating Revenue Disposal Service (Rate-Related)	12,664,900	12,664,900	13,615,000	14,565,000	14,120,000
Other Revenue	1,282,600	1,440,000	1,440,000	1,440,000	1,440,000
Total Operating Revenue	\$ 13,947,500	\$ 14,104,900	\$ 15,055,000	\$ 16,005,000	\$ 15,560,000
Operating Expense	. ((07 (00	((09 000	((00 000	((09 000	((09 000
Payroll	6,607,600	6,608,000	6,608,000	6,608,000	6,608,000
Taxes & Fringes	1,585,900	1,586,000	1,586,000	1,586,000	1,586,000
Franchise Fees	633,200	633,000	681,000	728,000	706,000
Fuel	1,227,000	1,200,000	1,200,000	1,200,000	1,200,000
All Other	4,476,500	4,186,000	4,186,000	4,186,000	4,186,000
Total Operating Expense	\$ 14,530,200	\$ 14,213,000	\$ 14,261,000	\$ 14,308,000	\$ 14,286,000
Non-Operating Income & Expense	(351,500)	(281,000)	(281,000)	(281,000)	(281,000)
Net Income Before Taxes	(934,200)	(389,100)	513,000	1,416,000	993,000
Federal Income Taxes			81,750	507,110	312,530
Net Income (Loss)	\$ (954,200	\$ (389,100)	\$ 431,250	\$ 908,890	\$ 680,470

CITY OF NORTH LAS VEGAS GARBAGE COLLECTION RATE SCHEDULE EFFECTIVE APRIL 1, 1979

RESIDENTIAL SINGLE FAMILY DWELLING	<u> </u>	•	•			• •	٠		•	•	•		٠	•	•		. \$3.75
-2 pickups per week- (RATES INCLUDE PICKUP SERVICE FO	R BUL	.KY	ARTIC	CLES)													
MULTIPLE RESIDENTIAL UNITS - From -2 pickups per week-	2 to 8	a pa	rtmen	ts													
First apartment	R BUL																
MULTIPLE RESIDENTIAL UNITS - 9 apar -2 pickups per week-	rtments	OF F	nore														
First apartment																	
MOTELS and MOBILE HOME PARKS																	
-2 pickups per week- Offices	cooking	facilit	ies .														. \$1.26
Mobile homes (individual collections) 6-day service rate - 2.5 x's 2-day service																	
HOTELS, PLACES OF BUSINESS and PUBL																	
2 pickups per week (1 can) 2 pickups per week (2 cans)																	
6 pickups per week (1 can) 6 pickups per week (2 cans) Each additional can over 2																	. \$29.45
7 pickups per week (1 can)																	. \$35.33
One <u>Cubic Yard Container:</u>						llectio Week			.c.,		Collec						ollections r Week
Ole Copic raid Container.					rer	1100	<u> </u>				er yve	166	-				TTTOOR
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1 one cubic yard container	: : :	• • • •		• •	\$	25.17 50.34 25.17	:	 	:	. \$	96.2 41.8	3 . 8 . 5 .	:	:	: :		5 65.40 115.74 50.34
1 one cubic yard container				· ·	\$	25.17 50.34 25.17 37.77 75.54	:	· · · · · · · · · · · · · · · · · · ·	:		54.4 96.2 41.8 79.5	3 . 8 . 5 . 4 . 7 .		:			5 65.40 115.74 50.34 5 95.61 176.16
1 one cubic yard container				· ·	\$	25.17 50.34 25.17 37.77	:	· · · · · · · · · · · · · · · · · · ·	:		54.4 96.2 41.8 79.5	3 . 8 . 5 .		:			5 65.40 115.74 50.34
1 one cubic yard container				· · · · · · · · · · · · · · · · · · ·	\$	25.17 50.34 25.17 37.77 75.54 37.77 50.34 00.68			:		5 54.4 96.2 41.8 79.5 146.4 66.9 96.2	3					\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55
1 one cubic yard container				· · · · · · · · · · · · · · · · · · ·	\$	25.17 50.34 25.17 37.77 75.54 37.77 50.34 00.68			:		5 54.4 96.2 41.8 79.5 146.4 66.9 96.2	3					\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55
1 one cubic yard container				· · · · · · · · · · · · · · · · · · ·	\$: \$: \$: \$: \$:	25.17 50.34 25.17 37.77 75.54 37.77 50.34 00.68 50.34			: : : : : : : : : : : : : : : : : : : :		5 54.4 96.2 41.8 79.5 146.4 66.9 96.2	3		:		4	\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55
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1 one cubic yard container					\$ 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	25.17 25.34 25.17 37.77 75.54 37.77 50.34 00.68 50.34 75.54 61.08 75.54			: : : : : : : : : : : : : : : : : : : :		5 54.4 96.2 41.8 5 79.5 146.4 66.9 6 96.2 179.9 83.6	3 · · · · · · · · · · · · · · · · · · ·		:		47	\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55 \$115.74 216.44 100.68
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1 one cubic yard container					\$ 10 S 10	25.17 50.34 25.17 37.77 75.54 37.77 50.34 90.68 50.34 75.54 51.08 75.54					5 54.4 96.2 41.8 5 79.5 146.4 66.9 6 96.2 179.9 83.6 125.5 6179.9 347.3 167.3	38. · · · · · · · · · · · · · · · · · · ·				s s	\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55 \$115.74 216.44 100.68 \$166.09 317.17 151.08 \$216.43 417.85 201.42 harge per
1 one cubic yard container		· · · · · · · · · · · · · · · · · · ·	acity		\$ 10 \$ 10 \$ 10 \$ 10 \$ 10 \$ 10 \$ 10 \$ 10	25.17 50.34 25.17 37.77 75.54 37.77 50.34 90.68 50.34 75.54 51.08 75.54			per :	pickı	5 54.4 96.2 41.8 5 79.5 146.4 66.9 6 96.2 179.9 83.6 125.5 6179.9 347.3 167.3	38. · · · · · · · · · · · · · · · · · · ·				s s	\$ 65.40 115.74 50.34 \$ 95.61 176.16 80.55 \$115.74 216.44 100.68 \$166.09 317.17 151.08 \$216.43 417.85 201.42 harge per

ALL CHARGES ARE QUOTED ON A MONTHLY BASIS, UNLESS OTHERWISE STATED

frequency of service.

RESIDENTIAL SINGLE FAMILY DWELLING......\$3.75 -2 pickups per week-(RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES) MULTIPLE RESIDENTIAL UNITS - From 2 to 8 apartments -2 pickups per week-First apartment.....\$3.35 Each additional apartment.....\$2.35 (RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES) 6-day service rate - 2.5 x's 2-day service. MULTIPLE RESIDENTIAL UNITS - 9 apartments or more -2 pickups per week-\$2,80 First apartment \$1.96 Each additional apartment 6-day service rate - 2.5 x's 2-day service. MOTELS and MOBILE HOME PARKS -2 pickups per week-\$2.81 Offices \$1.26 Sleeping rooms and mobile homes without cooking facilities \$1.69 Sleeping rooms and mobile homes with cooking facilities Mobile homes (individual collections) **\$2.81** 6-day service rate - 2.5 x's 2-day service. HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS \$ 5.06 · 2 Pickups per week (1 cam)

2 Pickups per week (2 cans)

6 Pickups per week (1 can)

7 Pickups per week (1 can) 7 Pickups per week (2 cans)

Each additional can over 2

6 Pickups per week (2 cans) Each additional can over 2

 \mathcal{J}^{-1}

A-46

\$10.12

\$21.03

\$29.45

\$ 8.42 \$25.24

\$35.33

One cubic vard container:	Collections Per Week	6 Collections Per Week	7 Collections Per Week
l one cubic yard container 2 one cubic yard containers Each additional one-cubic	\$ 25.17 50.34	\$ 54.43 96.28	\$ 65.40 115.74
yard container	25.17	41.85	50.34
1 cubic yard container:			
1 ly cubic yard container 2 ly cubic yard containers Each additional ly cubic	\$ <u>3</u> 7. <u>77</u> 75.54	\$ 79.54 146.47	\$ 95.61 176.16
yard container	37.77	66.95	80.55
Two cubic vard container:			
1 two cubic yard container 2 two cubic yard containers	\$ 50.34 100.68	\$ 96.28 179.97	\$115.74 215.44
Each additional two cubic yard container	50.34	83.69	100.68
Three cubic yard container:			
1 three cubic yard container 2 three cubic yard containers	\$ 75.54 151.08	\$138.12 263.66	\$166.09 317.17
Each additional three cubic yard container	75.54	125.54	151.08
		·	•
Four cubic yard container:			
l four cubic yard container	\$100.71 201.42	\$179.98 347.35	\$216.43 417.85
2 four cubic yard containers Each additional four cubic yard container	100.71	167.37	201.42
Manual type drop box, approximately 20 cubic yard capacity	charge per 2	ick-up and \$6.00 d 4 hours or any par rst 72 hours.	
Compaction type drop box:			
One pick-up per week Two pick-ups per week Three pick-ups per week Six-pick-ups per week Non-scheduled pick-ups	\$ 913.90 pe 1,218.55 pe 1,675.45 pe 2,109.75 pe 137.10 pe	r month r month r month	

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

TO BECOME EFFECTIVE APRIL 1, 1979

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

- (A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$3.75 per month, payable in advance, each and every month.
- (B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$3.35 for the first unit on one stop and \$2.35 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICK-UP SERVICE FOR BULKY ARTICLES.

- (C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$2.80 for the first unit on one stop and \$1.96 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service should be two and one-half times that for service for a twice-a-week basis.

(D) Motels and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from motels and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$2.81 per month; Sleeping rooms and mobile homes without cooking facilities - \$1.26 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$1.69 per month; Mobile homes where individual collections are required - \$2.81 per month, payable in advance. Should six (6) - day service be requested by any Motels and Mobile Home Parks, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number and type of receptacles-garbage can to 33-gallon capacity	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week		
1	\$ 5.06	\$21.03	\$25.24		
2	10.12	29.45	35.33		

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$8.42 for six collections per week, or \$10.09 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per-week basis. shall pay the same monthly charge as for six collections per week.

	2 Collections	6 Collections	7 Collections
One cubic yard container:	Per Week	Per Week	Per Week
l one cubic yard container 2 one cubic yard containers Each additional one-cubic	\$ 25.17 50.34	\$ 54.43 96.28	\$ 65.40 115.74
yard container	25.17	41.85	57 0.34
1 1/2 cubic yard container:			
1 1 1/2 cubic yard container	\$ 37.77	\$ 79.54	\$ 95.61
2 I 1/2 cubic yard containers	75.54	146.47	176.16
Each additional 1 1/2 cubic yard container	37.77	66.95	80.55
Two cubic yard container:		•	
l two cubic yard container	\$ 50.34	\$ 96.28	\$115.74
2 two cubic yard containers	100.68	179.97	216.44
Each additional two cubic yard container	50.34	83.69	100.68
Three cubic yard container:			
l three cubic yard container	\$ 75.54	\$138.12	\$166.09
2 three cubic yard containers	151.08	263.66	317.17
Each additional three cubic yard container	75.54	125.54	151.08
Four cubic yard container:			
l four cubic yard container	\$100.71	\$179.98	\$216.43
2 four cubic yard containers Each additional four cubic	201.42	347.35	417.85
yard container	100.71	167.37	201.42
Manual type drop box,			
approximately 20 cubic yard capacity	\$53.00 per p	ick-up and \$6.00 de	emurrage
	charge per 2	4 hours or any part rst 72 hours.	-
Compaction type drop box:			
One pick-up per week Two pick-ups per week Three pick-ups per week Six pick-ups per week Non-scheduled pick-ups	\$ 913.90 pe 1,218.55 pe 1,675.45 pe 2,109.75 pe 137.10 pe	er month er month	

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF SILVER STATE DISPOSAL COMPANY DISPOSAL TRANSPORTATION, INC.

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas will hold a public hearing at the hour of 7:00 p.m., March 21, 1979, in the Council Chambers at City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada concerning an increase in the rates for collections, hauling and disposing of garbage in the City of North Las Vegas, Nevada, as follows:

RESIDENTIAL SINGLE FAMILY DWELLING	\$3.75
-2 pickups per week- (RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES)	
MULTIPLE RESIDENTIAL UNITS - From 2 to 8 apartments -2 pickups per week-	
First apartment Each additional apartment (RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES) 6-day service rate - 2.5 x's 2-day service.	\$3.35 \$2.35
MULTIPLE RESIDENTIAL UNITS - 9 apartments or more -2 pickups per week-	
First apartment Each additional apartment 6-day service rate - 2.5 x's 2-day service.	\$2.80 \$1.96
MOTELS and MOBILE HOME PARKS -2 pickups per week-	
Offices Sleeping rooms and mobile homes without cooking facilities	\$2.81 \$1.26
Sleeping rooms and mobile homes	\$1.69
with cooking facilities Mobile homes (individual collections) 6-day service rate - 2.5 x's 2-day service.	\$2.81
HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS	
2 Pickups per week (1 can) 2 Pickups per week (2 cans)	\$ 5.06 \$10.12
6 Pickups per week (1 can) 6 Pickups per week (2 cans) Each additional can over 2	\$21.03 \$29.45 \$ 8.42
<pre>7 Pickups per week (1 can) 7 Pickups per week (2 cans) Each additional can over 2</pre>	\$25.24 \$35.33 \$10.09

One cubic yard container:	Collections Per Week	6 Collections Per Week	7 Collections Per Week
1 one cubic yard container 2 one cubic yard containers	\$ 25.17 50.34	\$ 54.43 96.28	\$ 65.40 115.74
Each additional one-cubic yard container	25.17	41.85	50.34
1½ cubic yard container:			
1 1½ cubic yard container	\$ 37.77	\$ 79.54	\$ 95.61
2 1½ cubic yard containers	75.54	146.47	176.16
Each additional l½ cubic yard container	37.77	66.95	80.55
Two cubic yard container:			
1 two cubic yard container	\$ 50.34	\$ 96.28	\$115.74
2 two cubic yard containers	100.68	179.97	216.44
Each additional two cubic yard container	50.34	83.69	100.68
Three cubic yard container:			
1 three cubic yard container	\$ 75.54	\$138.12	\$166.09
2 three cubic yard containers Each additional three cubic	151.08	263.66	317.17
yard container	75.54	125.54	151.08
Four cubic yard container:			•
1 four cubic yard container	\$100.71	\$179.98	\$216.43
2 four cubic yard containers	201.42	347.35	417.85
Each additional four cubic yard container	100.71	167.37	201.42
Manual type drop box, approximately 20 cubic yard capacity		ick-up and \$6.00 de 4 hours or any part est 72 hours.	
Compaction type drop box:			٠.
One pick-up per week Two pick-ups per week Three pick-ups per week Six-pick-ups per week Non-scheduled pick-ups	\$ 913.90 per 1,218.55 per 1,675.45 per 2,109.75 per 137.10 per	month month month	

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed rate increase, or may, prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

Esther V. Borden

City Clerk

Published: Las Vegas Review Journal

February 19 and March 6, 1979

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF SILVER STATE DISPOSAL COMPANY DISPOSAL TRANSPORTATION, INC.

NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas after having held the Public Hearing on March 21, 1979 did approve an increase in the scheduled rates for collections, hauling and disposing of garbage in the City of North Las Vegas, Nevada, to become effective April 1, 1979. The scheduled rates are as follows:

RESIDENTIAL SINGLE FAMILY DWELLING	\$3.75
-2 pickups per week- (RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES)	
MULTIPLE RESIDENTIAL UNITS - From 2 to 8 apartments -2 pickups per week-	
First apartment Each additional apartment(RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES) 6-day service rate - 2.5 x's 2-day service.	
MULTIPLE RESIDENTIAL UNITS - 9 apartments or more -2 pickups per week-	
First apartment Each additional apartment 6-day service rate - 2.5 x's 2-day service.	\$2.80 \$1.96
MOTELS and MOBILE HOME PARKS -2 pickups per week-	
Offices Sleeping rooms and mobile homes without cooking facilities	\$2.81 \$1.26
Sleeping rooms and mobile homes with cooking facilities Mobile homes (individual collections) 6-day service rate - 2.5 x's 2-day service.	\$1.69 \$2.81
HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS	
2 Pickups per week (1 can) 2 Pickups per week (2 cans)	\$ 5.06 \$10.12
6 Pickups per week (1 can) 6 Pickups per week (2 cans) Each additional can over 2	\$21.03 \$29.45 \$ 8.42
<pre>7 Pickups per week (1 can) 7 Pickups per week (2 cans) Each additional can over 2</pre>	\$25.24 \$35.33 \$10.09

One cubic yard container:	Collections Per Week	6 Collections Per Week	7 Collections Per Week
1 one cubic yard container 2 one cubic yard containers	\$ 25.17 50.34	\$ 54.43 96.28	\$ 65.40 115.74
Each additional one-cubic yard container	25.17	41.85	50.34
1½ cubic yard container:			. •
1 1½ cubic yard container	\$ 37.77	\$ 79.54	\$ 95.61
2 12 cubic yard containers	75.54	146.47	176.16
Each additional 1½ cubic yard container	37.77	66.95	80.55
man			
Two cubic yard container:			
1 two cubic yard container	\$ 50.34	\$ 96.28	\$115.74
2 two cubic yard containers	100.68	179.97	216.44
Each additional two cubic yard container	50.34	83.69	100.68
		•	
Three cubic yard container:			,
1 three cubic yard container	\$ 75.54	\$138.12	\$166.09
2 three cubic yard containers	•	263.66	317.17
Each additional three cubic yard container	75.54	125.54	151.08
Four cubic yard container:			•
1 four cubic yard container	\$100.71	\$179.98	\$216.43
2 four cubic yard containers	201.42	347.35	417.85
Each additional four cubic yard container	100.71	167.37	201.42 _
Manual type drop box, approximately 20 cubic yard capacity		ck-up and \$6.00 d hours or any par st 72 hours.	
Compaction type drop box:			•

One pick-up per week	\$ 913.90 per month
Two pick-ups per week	1,218.55 per month
Three pick-ups per week	1,675.45 per month
Six-pick-ups per week	2,109.75 per month
Non-scheduled pick-ups	137.10 per pick-up

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

The schedule of rates for refuse collection is on file in the office of the City Clerk for public inspection on Tuesday through Friday, 7:00 A.M. to 6:00 P.M.

Esther V. Borden

City Clerk

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

Date February 2, 1979

To:

Raymond D. Schweitzer

Department: City Manager

From:

Philip W. Carr

Department:

Director of Administrative

Services

Subject:

RATE INCREASE - GARBAGE COLLECTION

I have reviewed the request submitted by Silver State Disposal Company to increase the rates for garbage collection within the City of North Las Vegas by an average of 6.9% effective April 1, 1979.

The combined net income of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., and Subsidiary Disposal Transportation, Inc., and Silver State Disposal Company for the three most recent fiscal years taken from audited financial statements is presented below:

Year Ended September 30th	Net Income
1976	\$ 566,000
. 1977	432,357
. 1978	362,928

Net Assets at September 30th were reported as follows:

1976	\$ 3,543,467
1977	3,614,059
1978	3,882,067

Based upon the above figures, the return on investment has amounted to approximately 16%, 12% and 9% for the fiscal years 1976, 1977, and 1978, respectively.

After adjusting for non-garbage collection income and expense and investment related thereto, the return on investment is estimated to be approximately 20%, 15% and 11% for each of the last three years.

The last rate increase granted Silver State Disposal Company took effect on October 1, 1975, and amounted to approximately 20%.

Based upon the results of operations over the past three years, it is my feeling that an increase of approximately 7%, at this point in time, is reasonable.

Raymond D. Schweitzer Page 2 February 2, 1979

It is my recommendation that this matter be placed on the City Council's agenda for the meeting of February 7, 1979, with the request that a Public Hearing be set for March 21, 1979.

I have also attached, for your information, a schedule comparing the present rates and the proposed rates.

Finally, Ordinance No. 188, adopted January 16, 1961, provides that "the rates chargeable for the services of the collection of garbage, rubbish and trash shall be established by motion of the Mayor and City Council and may be revised from time to time upon posting of a schedule of rates in the City Hall and publication in an appropriate newspaper as a regular notice."

Philip W. Carr

Director of Administrative Services

PWC: pw

Attachment

Proposal de l'action proposal de l'acti

Honorable Mayors, Chairman, Commissioners and Councilmen of the City of Las Vegas, City of North Las Vegas, City of Henderson and Clark County

Attention: City Managers and County Administrator Gentlemen:

As recently released by the U.S. Department of Labor in late December, 1978, the United States City average, consumer price index as of November 1978 reached 202.0. Based upon the year 1967 as 100; this results in a 102% increase in the cost of living in almost eleven (11) years or an annual average increase in the cost of living of 9.27%

The Disposal Service, (Silver State Disposal Company, Disposal Transportation, Inc., Clark Sanitation, Inc. and Henderson Disposal Service, Inc., d.b.a. Black Mountain Disposal Company) being fully cognizant of the grossly increased costs of doing business have continued to absorb the higher costs through a constant review of garbage removal equipment, procedures and methods of operation. To this end, we have succeeded for almost three and one-half (3 1/2) years to effectuate these economies, without requesting increases in garbage rates from the regulating bodies in the Greater Las Vegas area; even though the cost of living index has increased from October 1, 1975 (164.6) to November 1978 (202.0) by 22.7%.

In its efforts to conserve costs of operation, the Disposal Companies have instituted and placed into effect the following policies and procedures:

 Standardized garbage pickup days, both morning and afternoon shifts, to contiguous graphical locations in order to better utilize equipment and personnel.

- Reduced the standard employee work week from 48 hours per week to permit two (2) consecutive days per week of rest and leisure time for all employees.
- 3. Manufactured and installed out-riggers on all one (1) cubic yard containers, without cost to the customers, in order to reduce the possibility of the container tipping over, causing possible injury to citizenry.

Notwithstanding these endeavors, an analysis of the combined financial statements of the Disposal Companies reweal that although gross revenues from operations since 1976 have increased by 23%, total expenses have increased by 32% during the same period of time. Net income after taxes has correspondingly decreased by 35.9%.

(See Exhibit A)

Based upon the aforementioned data, the undersigned as President of Silver State
Disposal Company, Disposal Transportation, Inc., Clark Sanitation, Inc. and Henderson
Disposal Services, Inc., d.b.a. Black Mountain Disposal Company does hereby specifically
request your favorable action on an increase in garbage removal rates of an average of
6.9%. This request represents an increase in residential rates of 25¢ (1/4 of \$1.00)
per month. The requested rate increase also is in adherence to the voluntary price
level guidelines as set forth by the President of the United States, Jimmy Carter.

The various disposal companies are not seeking the requested rate increase for reimbursement of prior operating costs or to increase the company's profit margin, but only to maintain, hopefully, its present relationship in an economy of spiraling inflation.

By means of comparison, incorporating the proposed 25¢ per month increase in residential accounts, it can be easily ascertained that garbage removal rates in the Las Vegas area are lower than other west coast cities while still affording the populace considerably more service.

RENO, NEVADA: - One (1) can (32 gallons) on front curb and one (1) cubic yard of trash - once a week service - no extra monthly bulk pickup - \$3.75 per month; each additional can, \$2.00 per month. Two cans serviced once a week - \$5.75 per month.

MARIN COUNTY - One (1) can (32 gallons) on front curb, once a week pickup - CALIFORNIA no extra monthly bulky pickup - \$4.75 per month. Each additional can \$4.75. Two cans serviced once a week - \$9.50

OAKLAND CALIFORNIA One (1) can (32 gallons) on front curb, once a week pickup.

No extra monthly bulky pickup - \$4.10 per month. Each additional can \$2.05. Two cans serviced once a week - \$6.15 per month.

CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS CITY OF HENDERSON AND
CLARK COUNTY

per month.

Proposed rate - <u>unlimited</u> cans (32 gallons) on front curb serviced <u>twice a week</u>, once a month bulky extra pickup - \$3.75 per month. Two or more cans serviced twice a week - \$3.75 per month.

It is, therefore, respectively requested that the various municipalities approve the modest 6.9% increase in garbage removal rates (25¢ per month for residential accounts), prior to March 1, 1979, in order that the administrative mechanics may be accomplished in sufficient time to implement the required increase in rates, effective April 1, 1979.

Respectively submitted,

SILVER STATE DISPOSAL COMPANY DISPOSAL TRANSPORTATION, INC. CLARK SANITATION, INC. HENDERSON DISPOSAL SERVICE, INC. d.b.a. BLACK MOUNTAIN DISPOSAL COMPANY

ENCLOSURE: Exhibit A - Analysis of Revenues, Operating Exepnses and Net Income. Exhibit B - Proposed Garbage Removal Rates to become effective

April 1, 1979. Report on Examination of Combined Financial Statements Year Ended September 30, 1978 and 1977

DISPOSAL SERVICE ANALYSIS OF REVENUES, OPERATING EXPENSES AND NET INCOME FISCAL YEARS ENDED SEPTEMBER 30, 1976, 1977 and 1978

EXHIBIT A

•		· · · · · · · · · · · · · · · · · · ·
Operating Revenues:		
Year Ended September 30, 1978 Year Ended September 30, 1976 INCREASE IN REVENUES		\$10,512,567.00 <u>8,545,444.00</u> \$1,967,123.00
Percentage of increase	23.02%	
Total Costs and Expenses:	•	
Year Ended September 30, 1978 Year Ended September 30, 1976 INCREASE IN COSTS AND EXPENSES		\$10,038,150.00
Percentage of increase	32.13%	:
Net Income:		
Year Ended September 30, 1976 Year Ended September 30, 1978 DECREASE IN NET INCOME		\$ 566,000.00 362,928.00 \$ 203,072.00
Percentage of decrease	35.88%	

SOURCE OF DATA: Audited Combined Financial Statement of Income Years ended September 30, 1976 and 1978.

CITY OF NORTH LAS VEGAS INTER-OFFICE MEMORANDUM

Date April 25, 1978

To: Philip Carr, Director

Department: Administrative Services

From: Esther V. Borden

Department: City Clerk

Subject: CHRONOLOGICAL GARBAGE COLLECTION FEE SCHEDULES

On March 1, 1947, the first garbage collection contract for the City was awarded to E. F. Nickel. As for rates, the City Clerk's records do not reflect an adopted fee schedule. However, research indicates that fees were collected by the City and during the short interim of this contract there appeared to be discontent of both principles relative to fees and service.

The first fee schedule on record in the City Clerk's office was established by Ordinance 7 adopted February 3, 1947.

RESIDENTIAL	1.00	per month
MULTIPLE DWELLING	1.00	per month
Each additional unit	.50	
MOTEL/HOTEL	1.00	per month
Each additional unit	.25	

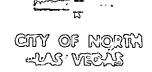
(Each of the above are assumed to be based on 2 pickups per week)

BUSINESS

	<u>Collecti</u>	ons Per Week
	<u>6</u>	7 .
1 receptacle	7.50	9.00
2 receptacles	 10.00	12.00

On July 20, 1948, the original contract with Nevada Sanitation (Disposal Transportation) was accepted.





April 25, 1978 CHRONOLOGICAL GARBAGE COLLECTION FEE SCHEDULES Page 2

Rates were based on a "no base fee" but contingent upon actual fee collections as established by Ordinance 7.

On December 21, 1953, a rate increase was approved by adoption of Ordinance 108. The fee schedule is as follows, effective January 1, 1954.

RESIDENTIAL	5.00 per quarter
MULTIPLE DWELLING	5.00 per quarter
Each additional unit	3.50
HOTELS/MOTELS (with kitchens)	5.00 per quarter
Each additional unit	3.00
HOTELS/MOTELS (without kitchens)	5.00 per quarter
Each additional unit	2.25

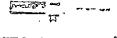
(Each of the above are assumed to be based on 2 pickups per week)

BUSINESS/PUBLIC BUILDINGS

		Collections Per Week/Per Quarte		
,	<u>1</u>	<u>6</u>	7	
1 receptacle	9.00	37.50	45.00	
Each additional receptacle	9.00	15.00	18.00	

On July 6, 1959, a 5% increase in the garbage rates was approved, effective October 1, 1959.





CITY OF KIORTH LAS VEGAS

Fee schedules under the above action would be as follows.

RESIDENTIAL	5.25 per quarter
MULTIPLE DWELLING	5.25 per quarter
Each additional unit	3.68
HOTELS/MOTELS (with kitchens)	5.25 per quarter
Each additional unit	3.15
HOTELS/MOTELS (without kitchens)	5.25 per quarter
Each additional unit	2.36

(Each of the above are assumed to be based on 2 pickups per week)

BUSINESS/PUBLIC BUILDINGS

	Collections Per Week/Per Quarte		
	<u>1</u>	<u>6</u>	<u>7</u>
1 receptacle	9.45	39.38	47.25
Each additional receptacle	9.45	15.75	18.90

However research did not indicate that the City passed this increase on to customer accounts. In fact, in reviewing some of the chronological discussions, the consensus would be that they did not.

On January 16, 1961, Ordinance 188 was adopted allowing garbage rate increases by motion of Council and posting and advertising a schedule of rates.

On February 6, 1961, by motion, Council changed billing from quarterly to monthly.





COMMERCIAL GARBAGE RATES

MULTIPLE FAMILY UNITS

On August 1, 1962, a rate increase fee schedule was advertised pursuant to the motion made February 6, 1961. The motion did not authorize an increase, only procedure change. The records do not reflect approval of a rate change until March 25, 1968, and the City Clerk's records do not reflect this increase was instituted. In fact, file data indicates residential rates from 1962 to 1978 to have been \$1.67 per month for residential customers.

On March 25, 1968, a 10% increase in rates was approved pursuant to Ordinance 188. The garbage collection fee schedule posted and advertised is as follows.

CONTERO IAU GARDAGE RATED	Collections Per Wee		<u>r Week</u>
	<u>2</u>	<u>6</u>	<u>7</u>
l receptacle	3.30	13.75	16.50
Each additional receptacle	3.30	5.50	6.60
HOTELS, MOTELS, TRAILER COURTS			
Offices	1.84		
Rooms with cooking facilities, per space	1.10		
Sleeping rooms per unit	.83		

First unit	1.84
Each additional unit	1.29

RESIDENTIAL SINGLE FAMILY
(Cans not over 33 gallons - No limit on standard size cans)

On August 18, 1969, Council approved an increase in principle for heavy refuse pickup with instructions for a new ordinance to be prepared incorporating to be reviewed in 12 months.



April 25, 1978 CHRONOLOGICAL GARBAGE COLLECTION FEE SCHEDULES Page 5

On October 6, 1969, Ordinance 394 was adopted incorporating heavy refuse pickup and by motion a rate increase was adopted in the amount of 34¢ increase and additional 41¢ for heavy refuse pickup.

On October 9 and 16 the following garbage collection fee schedule was published to be effective November 1, 1969.

COMMERCIAL GARBAGE RATES	Colle	ctions Pe	er Week
	<u>2</u>	<u>6</u>	<u>7</u>
l receptacle	3.91	16.29	19.55
Each additional receptacle	3.91	6.52	7.82
HOTELS, MOTELS, TRAILER PARKS			
Offices	2.18		
Each trailer space	1.30		
Each sleeping room	.98		
MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) (Rates include pickup service for bulky art	icles)		
First apartment	2.59		
Each additional apartment	1.82		
MULTIPLE RESIDENTIAL UNITS (9 apartments or more)			
First apartment	2.17		
Each additional apartment	1.53		
RESIDENTIAL SINGLE FAMILY DWELLING (Cans limited to 33 gallons No. limit on s (Rates include pickup service for bulk mart	2.59 tandard icles)	size can	ns)

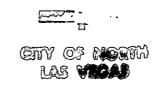


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On January 2, 1973, Council instructed staff to draw up an ordinance for a 5% rate increase.

On February 20, 1973, a garbage collection fee schedule was approved by motion to be posted and published with increases effective April 1, 1973. Schedule is as follows.

COMMERCIAL GARBAGE RATES	Colle	ctions Pe	er Week
	2	<u>6</u>	7
1 receptacle	4.11	17.10	-20.53
Each additional receptacle	4.11	6.85	8.21
HOTELS, MOTELS, TRAILER PARKS			
Offices	2.29		
Each trailer space	1.37		
Each sleeping room	1.03		
MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) (Rates include pickup service for bulky art	icles)		
First apartment	2.72		
Each additional apartment	1.91		
MULTIPLE RESIDENTIAL UNITS (9 apartments or more)			
First apartment	2.28		
Each additional apartment	1.61		
RESIDENTIAL SINGLE FAMILY DWELLING (Cans limited to 33 gallons - No limit on s (Rates include pickup service for bulky art		size car	ıs)



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April 25, 1978 CHRONOLOGICAL GARBAGE COLLECTION FEE SCHEDULES Page 7

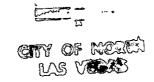
On September 2, 1975, Council, by motion, approved an increase of 75¢ per residential customer and 15% on commercial and apartment rates.

On September 22 and 29, 1975, the following garbage collection fee schedule was published and posted, effective October 1, 1975.

HOTELS, PLACES OF BUSINESS AND PUBLIC BUILDINGS

	Collec	ctions Pe	er Week
•	<u>2</u>	<u>6</u>	<u>7</u>
1 receptacle	4.73	19.67	23.61
2 receptacles	9.45	27.54	33.05
Each additional can over 2		7.88	9.44
AUTO COURTS AND MOBILE HOME PARKS			
Offices	2.63	•	
Sleeping rooms and mobile homes, without cooking facilities	1.18		
Sleeping rooms and mobile homes with cooking facilities	1.58		
Mobile homes (individual collections)	2.63		
MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) (Rates include pickup service for bulky art	icles)		
First apartment	3.13		
Each additional apartment	2.20		





April 25, 1978 CHRONOLOGICAL GARBAGE COLLECTION FEE SCHEDULES Page 8

MULTIPLE RESIDENTIAL UNITS

(9 apartments or more)

First apartment

2.62

Each additional apartment

1.83

RESIDENTIAL SINGLE FAMILY DWELLING

3.50

(Can size limited to 33 gallons - No limit to number of cans) (Rates include pickup service for bulky articles)

These are the current rates.

Respectfully submitted,

Esther V. Borden

City Clerk

EVB:sa

EQUIVALENT RESIDENTIAL UNIT SCHEDULE

		EQUIVALENT RESIDENTIAL
CUSTOMER CLASS	BILLING UNIT	UNIT
Residential		
Single Family	Each dwelling unit	1.00
Fixtures outside of dwelling units in single family residential areas which are available for use by more than one family	Each fixture	1.50
Trailer Estates	Each trailer lot	1.00
Multiple Residential	Each dwelling unit	1.00
Fixtures outside of dwelling units in Multiple Residential, Trailer Estates and Trailer Courts	Each fixture	1.50
Other	Each fixture	1.00
Commercial and Other		
Trailer Courts	Each trailer space	.60
Hotel Plus: Fixtures outside of rooms	Each room Each fixture	.60 1.50
Casino	Each fixture	1.50
Restaurant, with or without On-Premise Bar or Tavern	Each fixture	1.33
Business Operations Not Separately Rated	Each fixture	1.00
Hospital	Each bed	1.20
Convalescent and Rest Homes	Each bed	.75
School	Each student	.10
Church	Each fixture	.50
Laundry	$\frac{\text{(annual water use)} \times .85}{90,000 \text{ gal.}}$	Number of Equivalent Residential Units
Large commercial	annual water use = 90,000 gal.	Number of Equivalent Residential Units
Swimming Pools - Public and Private - Each Pool by Capacity		
30,000 Gallons and Less		.60
30,001 Gallons to 99,999 Gallons		1.20
100,000 Gallons to 149,999 Gallons		4,20
150,000 Gallons to 199,999 Gallons	•	6.00
200,000 Gallons to 249,999 Gallons		8.40
250,000 Gallons to 299,999 Gallons		10.20
300,000 Gallons or more		12.00

Éity ?	Billing Frequency	Ву	Operation Frequency	Ву	Single Family Residence	Heavy Pickup	Comments
Ontario, Ca.	Monthly	City	1 - Weekly	City	\$2.40 (per month)	Small bin \$10.50 per weekend.	\$2.55 @ bin for commercia remainder on time basis.
						Also, \$5.25 first item; \$1 @ additional	
Santa Ana,Ca.	Every 2 Mo.	City	,	Contract clamation Service	\$3.60 + 1.00* (2-months)	None Citizen must provide	Billing is for 2 months. \$1.00 is additional sani- tation charge for street sweeping & maintenance.
Montebello, Ca.	Every 3 Mo.	City	1 - Weekly	Contract Bid	\$2.40 per month	Twice a year No charge	Unlimited cans, etc. No commercial - after 3 or more cans they may sign off with city and go to contracting company arranging for bins.
Riverside, Ca.	Monthly	City	Twice Weekly Backyard	City	\$3.60 per month for 1 to 7 units (apts.)	No regular. Extra haul Service,\$7.50 minimum, \$12.50 1½ ton truckload	They go into the yards to pickup-unlimited collection-no commercial Completely separate self-subsidized dept. Annexed area (satellite) retaining old method for 3 years (contract).
1.6						,	

NhU

Monthly City

2

Contractor \$3.50

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CITY OF NORTH LAS VEGAS **INTER-OFFICE MEMORANDUM**

January 6, 1977 Date

Raymond D. Schweitzer

Department:

City Manager

Esther V. Borden

Department:

City Clerk

Subject: Garbage contract

Continuing Ms. Shirley Hansell's chronology of actions relative to Disposal Transportation, Inc. (Silver State Disposal Corp.)

- 8. October 6, 1969, by adoption of Ordinance 394, rates were increased.
- 9. On October 30, 1971, the heavy item pickup service was discussed and citizen dissatisfaction was recorded. Staff was directed to study and report to Council.
- August 7, 1972, a cooperative agreement with Clark County and Las Vegas was approved to hire an independent analysis of the disposal firm relative to its request for a rate increase. audit was conducted by the firm of Laventhol, Krekstein, Horwath and Horwath. A large number of people - valleywide - were dissatisfied at this time due mainly to the non-competitive factor.
- January 2, 1973 a 5% rate increase was approved. (Increases in rates were approved by Clark County and Las Vegas.)
- February 20, 1973, the rate schedule was adopted and ordered published, effective March 1, 1973. Discussion evolved relative to going to bid for garbage collection services. However, the consensus of the majority of Council felt there was only one "responsible" firm in the area.
- Restatement of Silver States proposed commercial March 4, 1974, rates was approved with no increase in the City's rates.
- September 2, 1975, the current rate increase was approved.

Respectfully submitted, exter Durden
ther V. Borden

PROPOSED RESTATEMENT OF GARBAGE RATES CITY OF NORTH LAS VEGAS, NEVADA OCTOBER 1, 1975

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

- (A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$3.50 per month, payable in advance, each and every month.
- (B) Apartments and Multiple Units. (From 2 to 8 apartments) The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from apartments and multiple units (from 2 to 8 units) on a twice-a-week bisis shall be a flat rate to be computed as follows:
 - \$3.13 for the first unit on one stop and \$2.20 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. 'Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICK-UP SERVICE FOR BULKY ARTICLES.

- (C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:
 - \$2.62 for the first unit on one stop and \$1.83 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service should be two and one-half times that for service for a twice-a-week basis.

(1)

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(D) Auto Courts and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from auto courts and mobile home parks on a twice-a-week basis, shall be as follows:

Offices- \$2.63 per month; Sleeping rooms and mobile homes without cooking facilities- \$1.18 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities- \$1.58 per month; Mobile homes where individual collections are required- \$2.63 per month, payable in advance. Should six (6) - day service be requested by any Auto Courts and Mobile Home Parks, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number and type of receptacles—garbage can to 33—gallon capacity	2 Collections	6 Collections	7 Collections
	Per Week	Per Week	Per Week
1	\$4.73	\$19.67	\$23.61
	9.45	27.54	33.05

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$7.88 for six collections per week, or \$9.44 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per-week basis, shall pay the same monthly charge as for six collections per week.

One cubic yard container:	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
l one cubic yard container 2 one cubic yard containers Each additional one-cubic	\$23.55 47.10	\$50.92 90.07	\$61.18 108.27
yard container	23.55	39.15	47.09
11/2 cubic yard container:	•	•	
111/2 cubic yard container 211/2 cubic yard containers Each additional 11/2 cubic	35.33 70.66	74. 41 137. 02	89. 44 164. 78
yard container	35.33	62.63	75. 35
Two cubic yard container:			
l two cubic yard container 2 two cubic yard containers	47.10 94.21	90.07 168.36	108.27 202.46
Each additional two cubic yard container	47.10	78.29	94.19
Three cubic yard container:			,
l three cubic yard container 2 three cubic yard containers Each additional three cubic	70.66 141.31	129.20 246.64	155.37 296.64
yard container	70.66	117.44	141. 28
Four cubic yard container:			•
1 four cubic yard container 2 four cubic yard containers Each additional four cubic	94.21 188.42	168. 36 324. 93	202.46 390.83
yard container	94.21	156.57	188. 37
Manual type drop box, approximately 20 cubic	e e		
yard capacity	charge per	pick-up and \$6 24 hours or an est 72 hours.	.00 demurrage y part thereof
Compaction type drop box:			
One pick-up per week Two pick-ups per week Three pick-ups per week Six pick-ups per week Non-scheduled pick-ups	\$ 854.90 1139.90 1567.30 1973.55 128.25		

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

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DEC 1975

CITY OF NORTH LAS VEGAS INTER-OFFICE MEMORANDUM

Date September 15, 1975

To: Mayor and Council

Department:

From: W. S. Boddy, Jr.

Department: City Manager

Subject:

Comparison Study - Garbage Rates and Service

I have inquired of Urban Data Service for comparison figures of rates and operations for garbage disposal and have been promised an updated study prepared by them. They have not yet sent it to us although we expect to receive this material any day. In lieu of this information, I have of this date called four California cities for comparison. See attached chart.

W. S. Boddy, Jr.

City Manager

WSB/sk Attachment

CITY OF NORTH LAS VEGAS COMPARISON OF PRESENT & PROPOSED CHARGES FOR COLLECTING, HAULING & DISPOSING OF GARBAGE

		<u>P</u>	resen	<u>t</u>	Ē	roposed
t.	RESIDENTIAL SINGLE FAMILY DWELLING -2 Pick Ups Per Week- Can Size Limited to 33 Gallons-No Limit to No. of Ca RATES INCLUDE PICK UP SERVICE FOR BULKY ARTICLES		3.50		\$	3.75
11.	MULTIPLE RESIDENTIAL UNITS-From 2 to 8 Apartments -2 Pick Ups Per Week- First Apartment	\$	3.13		\$	3.35 2.35
111.	MULTIPLE RESIDENTIAL UNITS-9 Apartments or More -2 Pick Ups Per Week-		·			
	First Apartment	\$ \$	2.62 1.83		\$	2.80 1.96
IV.	AUTO COURTS, MOBILE HOME PARKS & MOTELS -2 Pick Ups Per Week-		٠			
•	Offices					
	Without Cooking Facilities Sleeping Rooms & Mobile Homes					
	With Cooking Facilities Mobile Homes (individual collections)	\$	2.63		\$	2.81
ν.	HOTELS, PLACES OF BUSINESS & PUBLIC BUILDINGS		,			
	2 Pick Ups Per Week (1 can)2 Pick Ups Per Week (2 cans)	\$ \$	4.73 9.45		\$ \$	5.06 10.12
	6 Pick Ups Per Week (1 can)	\$	27.54		\$	29.45
	7 Pick Ups Per Week (1 can) 7 Pick Ups Per Week (2 cans) Each Additional Can Over 2	\$	33.05		\$	35.33

101.75 A-46

	Present	Proposed	Present	Proposed	Present	Proposed
. CONTAINER		ections Week		lections Week	•	ections Week
One Cubic Yard Container:			·		-	
1 One Cubic Yard Container 2 One Cubic Yard Container	23.55 47.10	25.17 50.34	50.92 90.07	54.43 96.28	61.18 108.27	65.40 115.74
Each Additional One Cubic Yard Container	23.55	25.17	39.15	41.85	47.09	50.34
1½ Cubic Yard Container:		•				
1 l½ Cubic Yard Container 2 l½ Cubic Yard Containers Each Additional l½ Cubic	35.33 70.66	37.77 75.54	74.41 137.02	79.54 146.47	89.44 164.78	95.61 176.16
Yard Container	35-33	37.77	62.63	66.95	75.35	80.55
Two Cubic Yard Container:				· ·		•
l Two Cubic Yard Container 2 Two Cubic Yard Containers Each Additional Two Cubic	47.10 94.21	50.34 100.68	90.07 168.36	96.28 179.97	108.27 202.46	115.74 216.44
Yard Container	47.10	50.34	78.29	83.69	94.19	100.68
Three Cubic Yard Container:					·	
1 Three Cubic Yard Container 2 Three Cubic Yard Containers Each Additional Three Cubic	70.66 141.31	75.54 151.08	129.20 246.64	_	155.37 296.64	166.09 317.17
Yard Container	70.66	75.54	117.44	125.54	141.28	151.08
Four Cubic Yard Container:					•	
l Four Cubic Yard Container	_	100.71	-	179.98		216.43
2 Four Cubic Yard Containers Each Additional Four Cubic Yard Container	188.42	201.42 100.71	324.93 156.57	347.35 167.37	390.83 188.37	417.85
THIS CONCESTION	, <u>.</u> .		, , , , , ,	,.,,		
	Present		,	Proposed		
Manual Type Drop Box Approx. 20 Cubic Yard Capacity	\$ 6.00 t per 24 h	per Pick U Demurrage Hours or a after the	Charge ny part	\$ 6.00 De	er Pick Up murrage C ours or ar ofter the	harge y part
Compaction Type Drop Box	Present			Proposed	:	
One Pick Up Per Week Two Pick Ups Per Week Three Pick Ups Per Week	854.90 1,139.90 1,567.30			913.90 1,218.55 1,675.45		
Six Pick Ups Per Week Non-Scheduled Pick Ups	1,973.55 128.25		٠.	2,109.75 137.10	÷	•

VI.

Compacted Garbage and Refuse shall be Billed at the Ratio of Three to One (3 to 1) in Accordance with the Size of the Container and Frequency of Service.

POSSIBLE PROJECTED MONTHLY GARBAGE REMOVAL RATES FOR THREE, FOUR AND FIVE DAY SERVICE - COMMERCIAL CONTAINER ACCOUNTS ONLY

JUNE	1.	1974

JUNE 1, 1974					EXHIBIT A		
	COLLECTIONS PER WEEK	(3) COLLECTIONS PER WEEK	(4) COLLECTIONS PER WEEK	(5) COLLECTIONS PER WEEK	*(6) COLLECTIONS PER WEEK	*(7) COLLECTIONS PER WEEK	
1 one cubic yard container 2 one cubic yard containers Each additional one cubic	\$20.48 40.96	\$30.72 \(\sigma \) 54.59 \(\sigma \)	\$40.96 \(\times \) 68.22 \(\times \)	\$51.20 <u>~</u> 81.85 ~	\$44.28 78.32	\$53.20 94.15	
yard container	20.48	23.87 🗸	27.26 /	30.65 /	34.04	40.95	
1½ CUBIC YARD CONTAINER:							
$1 ext{ } 1\frac{1}{2} ext{ cubic yard container} $ $2 ext{ } 1\frac{1}{2} ext{ cubic yard containers} $ Each additonal $1\frac{1}{2} ext{ cubic}$	30.72 61.44	46.08 / 82.75 /	61.44 / 104.06 /	76.80 ✓ 125.37 ✓	64.70 119.15	77.77 143.29	
yard container	30.72	36.67 /	42.62 V	48.57 🗸	54.46	65.52	
TWO CUBIC YARD CONTAINER:							
1 two cubic yard container 2 two cubic yard containers Each additional two cubic	40.96 81.92	$\frac{61.44}{109.18}$	81.92 ✓ 136.44 ✓	102.40 ~ 163.70 ~	78.32 146.40	94.15 176.05	
yard containers	40.96	47.74 /	54.52 /	61.30 ✓	68.08	81.90	
THREE CUBIC YARD CONTAINER:							
1 three cubic yard container 2 three cubic yard containers Each additional three cubic	61.44	92.16 × 163.77 ×	122.88 \(\square \) 204.66 \(\square \)	153.60 ✓ 245.55 ✓	112.35 214.47	135.10 257.95	
yard container	61.44	71.61 🗸	81.78 🗸	91.95 ~	102.12	122.85	

POSSIBLE PROJECTED MONTHLY GARBAGE REMOVAL RATES FOR THREE, FOUR AND FIVE DAY SERVICE - COMMERCIAL CONTAINER ACCOUNTS ONLY

JUNE 1, 1974

EXHIBIT A (CONT.)

OUR CUBIC YARD CONTAINER:	(2) COLLECTIONS PER WEEK	(3) COLLECTIONS PER WEEK	(4) COLLECTIONS PER WEEK	(5) COLLECTIONS PER WEEK	*(6) COLLECTIONS PER WEEK	*(7) COLLECTIONS PER WEEK
four cubic yard container ! four cubic yard container		\$122.88 \(\square \) 218.36 \(\square \)	\$163.84 \(\sigma \) 272.88 \(\sigma \)	\$204.80 \(\square 327.40 \square \)	\$146.40 282.55	\$176.05 339.85
ach additional four cubic ard container	81.92	95.48 ~	109.04	122.60 /	136.15	163.80

NOTE * DENOTES RATES CURRENTLY IN EFFECT.

Disposal Transportation, Inc. 4/1/14

770 East Sahara Avenue · P. O. Box 15170
LAS VEGAS, NEVADA 89114
Telophone 702/735-5151

May 24, 1974

Mr. Clay Lynch City Manager City of North Las Vegas North Las Vegas, Nevada

Dear Mr. Lynch:

Pursuant to your request regarding possible projected garbage removal rates for commercial accounts utilizing containers for garbage removal service on a three, four and five day basis per week, please find attached exhibit A, setting forth such potential rates.

We wish to take this opportunity to bring to your attention that at the present time, garbage removal rates are based upon two (2) and six (6) times per week, with the exception of a nominal number of accounts requiring seven (7) day service. To this end, personnel and equipment have been soundly scheduled for maximum efficiency, thus resulting in economic savings to the company and corresponding low rates to its customers, the residents and merchants of North Las Vegas.

Inasmuch, as the primary cost of servicing an account is providing the personnel and equipment on the premises, of the account, initially, rather the physical removal of the garbage and trash, the cost of servicing one or two containers is greater than that of servicing multiple containers in one location. Although it is not documented, to our knowledge, we believe it to be the intent of the ordinance over the years in establishing a reduction in unit costs for multiple containers.

Based upon the aforementioned facts and theories, we have calculated the projected rates for three, four and five day service for the first container on the following basis:

- A) 3 times per week $1\frac{1}{2}$ times twice a week
- B) 4 times per week 2 times twice a week
- C) 5 times per week $2\frac{1}{2}$ times twice a week

The projected costs of the additional containers, other than the first one are based upon the difference between additional containers for six day service and twice a week service and applied as follows:

- A) 3 times per week $\frac{1}{4}$ difference plus twice a week
- B) 4 times per week $\frac{1}{2}$ difference plus twice a week
- C) 5 times per week 3/4 difference plus twice a week

For example the difference between six day service and twice a week service for additional one (1) cubic yard container is \$13.56 (\$34.04- 20.48) therefore,

- A) 3 times per week $-\frac{1}{4}$ X \$13.56 + 20.48 = \$23.87
- B) 4 times per week $\frac{1}{2}$ X \$13.56 + 20.48 = \$27.26
- c) 5 times per week 3/4 X \$13.56 + 20.48 = \$30.65

We sincerely hope that this information fully complies with your request. However, should you have additional inquiries, please do not hesitate to advise.

encl. (1)

Yours very truly

Joseph L. Anstett

Executive Vice President

POSSIBLE PROJECTED MONTHLY GARBAGE REMOVAL RATES FOR THREE, FOUR AND FIVE DAY SERVICE - COMMERCIAL CONTAINER ACCOUNTS ONLY

JUNE 1, 1974 EXHIBIT A *(2) COLLECTIONS (3) COLLECTIONS (4) COLLECTIONS (6) COLLECTIONS (5) COLLECTIONS (7) COLLECTIONS ONE CUBIC YARD CONTAINER: PER WEEK PER WEEK PER WEEK PER WEEK PER WEEK PER WEEK 1 one cubic yard container \$20.48 \$30.72 \$40.96 \$51.20 \$44.28 \$53.20 2 one cubic yard containers 40.96 54.59 68.22 81.85 78.32 94.15 Each additional one cubic yard container 20.48 23.87 27.26 30.65 34.04 40.95 $1\frac{1}{2}$ CUBIC YARD CONTAINER: $1 \ 1\frac{1}{2}$ cubic yard container 46.08 30.72 61.44 76.80 64.70 77.77 $2 l_{\frac{1}{2}}^{\frac{1}{2}}$ cubic yard containers 61.44 82.75 104.06 125.37 119.15 143.29 Each additional $1\frac{1}{2}$ cubic yard container 36.67 30.7242.62 48.57 65.52 54.46 TWO CUBIC YARD CONTAINER: 40.96 l two cubic yard container 61.44 81.92 102.40 78.32 94.15 81.92 2 two cubic yard containers 109.18 136.44 163.70 146.40 176.05 Each additional two cubic yard containers 40.96 47.74 54.52 61.30 68.08 81.90 THREE CUBIC YARD CONTAINER:

122.88

204.66

81.78

153.60

245.55

91.95

112.35

214.47

102.12

135.10

257.95

122.85

92.16

71.61

163.77

61.44

61.44

I three cubic yard container

Each additional three cubic

yard container

2 three cubic yard containers 122.88

POSSIBLE PROJECTED MONTHLY GARBAGE REMOVAL RATES FOR THREE, FOUR AND FIVE DAY SERVICE - COMMERCIAL CONTAINER ACCOUNTS ONLY

JUNE 1, 1974

EXHIBIT A (CONT.)

*(2 FOUR CUBIC YARD CONTAINER:) COLLECTIONS PER WEEK	(3) COLLECTIONS PER, WEEK	(4) COLLECTIONS PER WEEK	(5) COLLECTIONS PER WEEK	*(6) COLLECTIONS PER WEEK	*(7) COLLECTIONS PER WEEK
1 four cubic yard container 2 four cubic yard containers	\$81.92 163.84	\$122.88 218.36	\$163.84 272.88	\$204.80 327.40	\$146.40 282.55	\$176.05 339.85
Each additional four cubic yard container	81.92	95.48	109.04	122.60	136.15	163.80

NOTE * DENOTES RATES CURRENTLY IN EFFECT.

A-46

Mayor
CLAY LYNCH

City Manager



Councilmen
DAN GRAY
WENDELL G. WAITE
JAMES K. SEASTRAND
DAN MAHONY

SHIRLEY A. HANSELL City Clerk

City of North Las Vegas

2200 Civic Center Drive • P.O. Box 4086 NORTH LAS VEGAS, NEVADA 89030 Telephone 649-5811

March 5, 1974

Disposal Transportation, Inc. P.O. Box 15170 Las Vegas, Nevada 89114

Attention: Alfred Isola

Gentlemen:

At its meeting of March 4, 1974, the City Council of the City of North Las Vegas approved your request for a restatement of commercial rates as indicated on page 3 of Exhibit "A" attached to your letter of February 26, 1974, with the express understanding that it does not include any increase in present rates.

Sincerely,

Shirley A. Hansell City Clerk

SAH/od

PROPOSED RESTATEMENT OF GARBAGE RATES CITY OF NORTH LAS VEGAS, NEVADA MARCH 4, 1974

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

(A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish and dead animals from single-family residence on a twice-a-week basis, shall be as follows:

\$2.72 per month, payable in advance, each and every month.

(B) Apartments and Multiple Units. (From 2 to 8 apartments)
The charge for collecting, hauling and disposing of
garbage, rubbish and dead animals from apartments and
multiple units (from 2 to 8 units) on a twice-a-week
basis shall be a flat rate to be computed as follows:

\$2.72 for the first unit on one stop and \$1.91 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICK-UP SERVICE FOR BULKY ARTICLES.

(C) Apartments and Multiple Units. (9 apartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:

\$2.28 for the first unit on one stop and \$1.61 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be requested by any apartments or multiple units, the rate for service should be two and one-half times that for service for a twice-a-week basis.

(D) Auto Courts and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish and dead animals from auto courts and mobile home parks on a twice-a-week basis, shall be as follows:

MAR 21 mas

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Offices- \$2.29 per month; Sleeping rooms and mobile homes without cooking facilities- \$1.03 per month; Rooms where cooking facilities are furnished or mobile homes with cooking facilities- \$1.37 per month; Mobile homes where individual collections are required- \$2.29 per month, payable in advance. Should six (6)-day service be requested by any Auto Courts and Mobile Home Parks, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Number and type of receptacles-garbage can to 33-gallon capacity	2 collections per week	6 collections per week	7 collections per week
1	\$4.11	\$17.10	\$20.53
2	8.22	23.95	28.74

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$6.85 for six collections per week, or \$8.21 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per-week basis, shall pay the same monthly charge as for six collections per week.



A-46

One cubi⁄c yard container:	Per Week	Per Week	7 Collections Per Week
l one cubic yard container 2 one cubic yard containers Each additional one-cubic	\$ 20.48 40.96	\$ 44.28 78.32	\$ 53.20 94.15
yard container	20.48	34.04	40.95
l_{2}^{1} cubic yard container:		•	
$1,1\frac{1}{2}$ cubic yard container	30.72	64.70	77.77
$2^{\prime}1^{\frac{7}{2}}$ cubic yard containers Each additional $1^{\frac{1}{2}}$ cubic	61.44	119.15	143.29
yard container	30.72	54.46	65.52
Two cubic yard container:			
1 two cubic yard container	40.96	78.32	94.15
2 two cubic yard containers Each additional two cubic	81.92	146.40	176.05
yard container	40.96	68.08	81.90
Three cubic yard container:			
1 three cubic yard container	61.44	112.35	135.10
2 three cubic yard containers Each additional three cubic	122.88	214.47	257.95
yard container	61.44	102.12	122.85
Four cubic yard container:			
l four cubic yard container	81.92	146.40	176.05
2 four cubic yard containers Each additional four cubic	163.84	282.55	339.85
yard container	81.92	136.15	163.80

Manual type drop box, approximately 20 cubic yard capacity

\$39.38 per pick-up and \$5.25 demurrage charge per 24 hours or any part thereof after the first 72 hours.

Compaction type drop box:		MARKAGO
One pick-up per week	\$743.40 per month	MICRO FINED
Two pick-ups per week	991.20 per month	-
Three pick-ups per week	1,362.90 per month	MAR 21 1974
Six pick-ups per week	1,672.65 per month	200 21 5 18 16
Non-scheduled pick-ups	111.51 per pick-up	Cisy
•		CITY W 11, 150 also

Compacted garbage and refuse shall be billed at the ratio of three to vecasione (3tol) in accordance with the size of the container and frequency of service.

Disposal Transportation, Inc.

770 East Sahara Avenue . P. O. Box 15176
LAS VEGAS, NEVADA 89114
Telephone 702/735-5151

Council 3/4/73

February 26, 1974

Mr. C.R. Cleland, Mayor City Councilmen: Messrs. Wendell G. Waite, Don Gray, Don Mahony, James Seastrand

Attention: Mr. Clay Lynch- City Manager

Gentlemen:

Whereas many disposal customers residing within the City of North Las Vegas are presently availing themselves of the use of trash containers, roll-off boxes and in some instances compaction units and whereas, the existing City of North Las Vegas ordinance #188 makes use of only the term "cans" throughout said ordinance as it applies to monthly garbage rates, Disposal Transportation, Inc., serving the City of North Las Vegas, Nevada, since 1952, respectively requests that the monthly garbage rates as provided by ordinance be restated to conform with existing rate schedules and terminology used throughout the Las Vegas Valley.

This request for a restatement of garbage removal rates <u>does</u> not include any increase in present rates.

We are attaching copies of present City of Las Vegas and Clark County ordinances, setting forth the approved schedule of rates, for those areas. The attached copies set forth rates on a quarterly basis while the requested restatement schedule attached, Exhibit "A", portrays monthly rates, as are applicable to the billing procedures of the City of North Las Vegas.

Respectively submitted,

. Alfred Isola Bresident

CURRENT RATE SCHEDULE INCLUDED AS EXHIBIT D

FEBRUARY 20, 1973

MY NAME IS YVONNE MC CLAIN AND MY ADDRESS IS 1408 EAST OWENS AVENUE, NORTH LAS! VEGAS, I AM AUTHORIZED TO REPRESENT THE POSITION OF THE CONSUMERS LEAGUE OF NEVADA AT THIS HEARING.

BEFORE YOU ACT ON THE PROPOSAL, WE FEEL THERE YET REMAIN A NUMBER OF UNANSWERED QUESTIONS PERTINENT TO THIS ISSUE; ANSWERS THE CONSUMER SHOULD BE MADE AWARE OF.

IN DEALING WITH A FAIR RATE OF RETURN FOR A GARBAGE DISPOSAL COMPANY, WE NEED TO KNOW HOW THE COST OF 10 PER CENT FAIR RATE OF RETURN WAS ARRIVED AT? WE NOTICED RATES QUOTED AS LOW AS 8 PER CENT BEING CONSIDERED BY THE LAS VEGAS CITY COUNCIL DURING THEIR NEGOTIATIONS. WE WOULD ALSO LIKE TO KNOW IF THIS IS A RATE OF RETURN ESTABLISHED BY A NATION WIDE SURVEY OR MERELY A HOLD OVER FROM THE INITIAL CONTRACT? WE HAVE OBSERVED THAT THE DISPOSAL COMPANY DISPLAYS NO REAL INTEREST "ATTRACTING OUTSIDE INVESTORS".

IN ASCERTAINING THE BASE, UPON WHICH THE RATE WOULD BE APPLIED, WE NOTED THAT AT NO TIME WAS THE DISPOSAL FIRMS ACTUAL ACCOUNTS MADE PUBLIC. WE OBSERVED THAT EARLY DOCUMENTS INDICATED THAT THE AUDITING FIRM, HIRED BY THE AUTHORITIES INVOLVED, MADE CERTAIN DEDUCTIONS EMPLOYING A "PRUDENT INVESTMENT THEORY" TO MODIFY THE BASE. HOWEVER, THE LAS VEGAS CITY ATTORNEY FOUND IT NECESSARY TO BRING TO THEIR ATTENTION OTHER DEDUCTIBLE ITEMS. BEING PRIMARILY, LOSSES FROM THE REAL ESTATE INVESTMENT FIRM AND EXORBIDENT SALARIES. WE MAINTAINE THAT UNLESS THE ACTUAL ACCOUNTS OF THE FIRM ARE MADE PUBLIC THAT THE CITY CANNOT JUDGE THE TRUE VALUE OF THE BASE.

WE ARE ALSO INTERESTED IN KNOWING WHY THIS SERVICE WAS NOT PUBLICLY OPEN TO BIDS TO BOTH LOCAL AND OUT OF STATE FIRMS? ALONG THIS SAME LINE, WE WOULD LIKE TO BE MADE PUBLIC REASONS WHY THE CITY MASTER PLAN CONTAINS NO PROVISIONS FOR PUBLIC WORKS PROGRAMS TO ABSORB THIS SERVICE INTO THE PUBLIC SECTOR? WE WOULD LIKE TO SEE FIGURES AS TO THE ACTUAL COSTS INVOLVED IN ESTABLISHING, EITHER OUR OWN SERVICE OR ONE CONSOLIDATED WITH THE REST OF THE USERS IN THE COUNTY. ARE THERE PUBLIC FUNDS, EITHER FEDERAL OR STATE AVAILABLE FOR IMPLEMENTATING SUCH WORKS?

THANK YOU FOR THIS OPPORTUNITY TO PRESENT OUR CONCERNS.

CITY OF NORTH LAS VEGAS, NEVADA REVISED MONTHLY GARBAGE RATES

NOTICE IS HEREBY GIVEN of the schedule of revised rates to be effective March 1, 1973, for the collection of garbage and refuse by the City of North Las Vegas, in accordance with Ordinance No. 188 of the City of North Las Vegas and in accordance with a motion of the City Council on February 20, 1973. Billings incorporating the revised rates will begin on April 1, 1973, and continue monthly thereafter.

COMMERCIAL GARBAGE RATES	
2 Pickups per week (1 can) Each additional can	\$4.11 \$4.11
6 Pickups per week (1 can) Each additional can	\$17.10 \$6.85
7 Pickups per week (1 can) Each additional can	\$20.53 \$8.21
HOTELS, MOTELS, TRAILER PARKS Offices Each trailer space in park Each sleeping room on premises	\$2,29 \$1,37 \$1,03
MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) First apartment Each additional apartment RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.	\$2.72 \$1.91
MULTIPLE RESIDENTIAL UNITS (9 apartments or more) First apartment Each additional apartment	\$2.28 \$1.61
RESIDENTIAL SINGLE FAMILY DWELLING (Cans limited to 33 gallons) No limit on standard size cans 2 Pickups per week RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES	\$2.72

Published February 22, 1973 North Las Vegas Valley Times Las Vegas Review Journal

EXHIBIT B A-45

VII.D.1

1st Amendment

BILL NO. 2-5-73-1

 An ordinance to amend Title 9, Chapter 04, of the Clark County Code to provide a blanket 5% increase in the charges for collecting, hauling and disposing of refuse.

ORDINANCE NO.

(of Clark County, Nevada)

AN ORDINANCE TO AMEND TITLE 9, CHAPTER 04, OF THE COUNTY CODE OF CLARK COUNTY, NEVADA, TO PROVIDE FOR A BLANKET 5% INCREASE IN THE CHARGES FOR COLLECTING, HAULING AND DISPOSING OF REFUSE PROVIDED FOR THEREIN, BY AMENDING SECTION 150 OF SAID TITLE AND CHAPTER TO PROVIDE FOR SUCH INCREASE IN RESIDENTIAL CHARGES, BY AMENDING SECTION 160 OF SAID TITLE AND CHAPTER TO PROVIDE FOR SUCH INCREASE IN AUTO COURT AND MOBILE HOME PARK CHARGES, BY AMENDING SECTION 170 OF SAID TITLE AND CHAPTER TO PROVIDE FOR SUCH INCREASE IN HOTEL, PLACE OF BUSINESS AND PUBLIC BUILDING CHARGES, AND ADDING TO SAID TITLE AND CHAPTER A. NEW SECTION, TO BE DESIGNATED SECTION 215, TO PROVIDE THAT RESIDENTS OF THE UNIN-CORPORATED AREAS OF CLARK COUNTY MAY DEPOSIT HOME-ORIGINATED SOLID WASTE AT THE COUNTY DUMPING GROUND WITHOUT CHARGE; PROVIDING OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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MAR 21 1974

CITY OF NORTH

THE BOARD OF COMMISSIONERS OF THE COUNTY OF CLARK, STATE OF MEVADA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Title 9, Chapter 04, Section 150, of the Clark) County Code is hereby amended to read as follows:

9.04.150 Charges - Residential. (A) Single family residence. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from single family residences shall be as follows:

Eight dollars and fourteen cents per quarter, payable in advance, each and every three month period;

Apartments and multiple units. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from apartments and multiple units shall be a flat rate to be computed as follows:

Six dollars and eighty-eight cents for the first unit on one stop and Four dollars and seventy-eight cents for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every three month period.

SECTION 2. Title 9, Chapter 04, Section 160, of the Clark County Code is hereby amended to read as follows:

9.04.160 Charges - Auto courts and mobile home parks.

The charge for collecting and hauling garbage, rubbish, dirt and dead animals from auto courts and mobile home parks shall be as follows:

Offices - Six dollars and eighty-three cents

per quarter; Sleeping rooms and mobile homes

without cooking facilities - Three dollars

and ten cents per quarter; Rooms where cooking

facilities are furnished or mobile homes with

cooking facilities - Four dollars and ten cents

per quarter; Mobile homes where individual

MAR 2

collections are required - Six dollars and

Eighty-three cents per quarter;

payable each and every three months, payable in advance, commencing on and continuing on the first day, of each and every three month period thereafter.

SECTION 3. Title 9, Chapter 04, Section 170, of the Clark. County Code is hereby amended to read as follows:

9.04.170 Charges - Hotals, places of business and public buildings. The quarterly charge for collecting, nauling and disposing of garbage, rubbish, dint and dead animals from hotals, places of business and public buildings shall be determined by the number and type of

receptacles required by each such hotel, place of business or public buildings and by the number of daily collections from each per week in accordance with the following table:

Number and type 2 collections 6 c	collections	7 collections
of receptacles per week pe	er week	per week
Garbage can to 33 gallon capacity		
	51.14	\$61.26
24.57	1.56	* 85.89

For additional garbage cans, not exceeding thirty-three gallons in capacity, over two, there shall be added Twenty dollars and forty-two cents for six collections per week, or Twenty-Four dollars and fifty-seven cents for seven collections per week; provided, however, that hotels places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two collections per week basis, shall pay the same quarterly charge as for six collections per week.

One cubic yard	2 collections	6 collections	7 collections
container	per week	per week	per week
l one cubic yard			
container	\$61.43	\$132.83	\$159.60
2 one cubic yard			
containers	122.85	234.94	282.45
each additional		Wic	on MED
one cubic yard		W	R 21 1974
container	61,43	102.11	122.85
One and one-half			as vegas
(1:1/2) cubic yard			
container	The state of the s		
flone and one-half			
cubic yard contain	ner 98.28	194.09	233.31
		The second secon	•

2 one and one-half			
cubic yard containers	\$196.56	\$357.47	\$439.87
each additional one		b-f	
one and one-half			· · · · · · · · · · · · · · · · · · ·
yard container	98.28	163.38	196.56
Two cubic yard			
containers:			
1 two cubic yard			
container	122.85	234.94	282.45
2 two cubic yard			
containers	245.70	439.16	528.15
each additional			
two cubic yard			
containers	122.85	204.23	245.70
Three cubic yard	See 18	in the second se	
containers:			
1 three cubic yard			
container	184.28	337.05	405.30
2 three cubic yard			
containers	368.55	643.39	773.85
each additional			
three cubic yard			
containers	184.28	306.34	368.55
Four cubic yard			
containers:		,	AICPA - TASD
1 four cubic yard			MICON HED.
des container.	245.70	439:16	MAR 2:1. 1974
			CITY
			Las V.Gas
	a galanga ang ang ang ang ang ang ang ang ang		

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2 four cubic yard

containers \$491.40 \$847.61 \$1019.55

each additional

four cubic yard

containers 245.70 408.45 491.40

Manual type drop box,

approximately 20 cubic

yard capacity \$39.38 per pick-up and \$5.00 demurrage charge

per 24 hours or any part thereof after the

first 72 hours.

Compaction type

drop box

One pick-up per week \$ 743.40 per month

Two pick-ups per week 991.20 per month

Three pick-ups per week 1362.90 per month

Six pick-ups per week 16.72.65 per month

Non-Scheduled pick-ups 111.51 per month

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

SECTION 4. Title 9, Chapter 04, of the Clark County Code is hereby amended by adding thereto a new Section, designated section 215 reading as follows:

9.04.215 Free Dumping of Home-Originated Solid Waste.
Any, resident of Clark County, including residents of the incorporated cities, may deposit home-originated solid waste at the County dumping ground, whether the same is operated by Clark County or by private contractor, without charge in accordance with such rules and regulations as the Board of County Commissioners may from time to time adopt.

SECTION 5. Any person violating any of the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than \$500.00 or by imprisonment in the County Mail for a term of not more than six months,

or by any combination of such fine and imprisonment. Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemanor, or whenever in such ordinance the doing of any act is required or the failure to do any such required act shall constitute a violation of this ordinance. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 6. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining portions of this ordinance.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and the publication thereof by title only, together with the names of the County Commissioners voting for or against its passage, in a newspaper published in and having a general circulation in Clark County, Nevada, at least once a week for a period of two weeks.

ASSED on	the	е		day	of	 <u>:</u>			· · ·	19	73.	•	
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The state of the s	
NAYS:	4*
ABSENT	
	BOARD OF COUNTY COMMISSIONERS CLARK COUNTY, NEVADA
	Ву
ATTEST:	Chairman
LORETTA BOWMAN, County Clerk This ordinance shall be in	force and effect from and after
the day of, 19	73'-

. - 7 -

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CITY OF NORTH

LAS VEGAS

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FEB 13 4 50 PH 73.

CITY CLERK

EXHIBIT C A-46

FIRST AMENDMENT

ORDINANCE NO. 1605

AN ORDINANCE TO AMEND TITLE VIII, CHAPTER 3, SECTION 12, OF THE MUNICIPAL CODE OF THE CITY OF LAS VEGAS, NEVADA, 1960 EDITION, TO PROVIDE STANDARDS FOR GARBAGE RECEPTACLES; AND TO AMEND SECTION 15 OF SAID TITLE AND CHAPTER TO PROVIDE CHANGES IN CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE; PROVIDING OTHER MATTERS PROPERLY RELATING THERETO; PROVIDING PENALTIES FOR THE VIOLATION HEREOF; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

THE BOARD OF COMMISSIONERS OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

SECTION 1., Title VIII., Chapter 3, Section 12, of the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, is hereby amended to read as follows:

8-3-12: RECEPTACLES: Each garbage receptacle shall be constructed watertight and shall be provided with handles and tight-fitting cover. Each such receptacle and cover shall be made of metal or other material as may be approved for use by the Clark County Health Department. Covers shall not be removed except when necessary to place garbage therein or remove garbage therefrom.

Each receptacle and its cover shall be kept clean from accumulating grease and decomposing material. All receptacles designed to be emptied by hand shall be so constructed as to contain not less than three nor more than thirty gallons, provided places of business or public buildings may use garbage receptacles having a capacity not in excess of thirty-six gallons.

SECTION 2. Title VIII, Chapter 3, Section 15, of said Municipal Code is hereby amended to read as follows:

- 8-3-15: CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:
 - (A) Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from single-family residence on a twice-a-week basis, shall be as follows:
 - \$8.14 per quarter, payable in advance, each and every threemonth period.
 - (B) Apartments and Multiple Units. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from apartments and multiple units on a twice-a-week basis shall be a flat rate to be computed as follows:

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\$6.83 for the first unit on one stop and \$4.78 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every three-month period. Should six-day service be requested by any apartments or multiple units, the rate for service should be two and one-half times that for service for a twice-a-week basis.

(C) Auto Courts and Mobile Home Parks. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from auto courts and mobile home parks on a twice-a-week basis, shall be as follows:

Offices - \$6.83 per quarter; Sleeping rooms and mobile homes without cooking facilities - \$3.10 per quarter; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - \$4.10 per quarter; Mobile homes where individual collections are required - \$6.83 per quarter; payable each and every three months, payable in advance, commencing on and continuing on the first day of each and every three-month period thereafter. Should six (6)-day service be requested by any Auto Courts and Mobile Home Parks, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

(D) Hotels, Places of Business and Public Buildings. The quarterly charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

Numbers and type receptacles - Garb can to 33-gallon c	page per week	6 collections per week	7 collections per week
1	\$12.29	\$51.14	\$61.32
2	24.57	71.56	85.89

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For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$20.42 for six collections per week, or \$24.57 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per-week basis, shall pay the same quarterly charge as for six collections per week.

\$ /** **********************************	2 Collections Per Week	6 Collections Per Week	7 Collection Per Weel
One cubic yard container:		· · · · · · · · · · · · · · · · · · ·	
1 one cubic yard container 2 one cubic yard containers Each additional one-cubic	\$ 61.43 122.85	\$132.83 234.94	\$159.60 282.45
yard container	61.43	102.11	122.85
1 1/2 cubic yard container:			
1 1/2 cubic-yard container 2 1 1/2 cubic-yard containers Each additional 1 1/2 cubic-	98.28 196.56	194.09 357.47	233.31 429.87
yard container	98.28	163.38	196.56
Two cubic yard container:			, · · · · ·
I two cubic yard container 2 two cubic yard containers Each additional two cubic	122.85 245.70	234.94 439.16	282.45 528.15
yard container	122.85	204.23	245.70
Three cubi c yard container:			*
1 three cubic yard container 2 three cubic yard containers Each additional three cubic	184.28 368.55	337.05 643.39	405.30 773.85
yard container	184.28	306.34	368.55
Four cubic yard container:			
1 four cubic yard container 2 four cubic yard containers Each additional four cubic	245.70 491.40	439.16 847.61	
yard container	245.70	408.45	491.40
Manual type drop box, approximately 20 cubic yard capacity		up and \$5.25 de	
	charge per 24 ho after the first 72	ours or any part the	iereoi
Compaction type drop box:		ranger (n. 1946) Na Carlos (n. 1946) Na Carlos (n. 1946)	
One pick-up per week Two pick-ups per week	\$743.40 per moi 991.20 per moi	nth e	
Three pick-ups per week Six pick-ups per week	1,362.90 per moi	nth a said	
Non-scheduled pick-ups	111.51 per pic		one (3 to 1)

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

SECTION 3. Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine of not more than \$500.00 and/or imprisonment in the city jail for not more than six (6) months, or any combination of such fine and imprisonment. Every day of such violation shall constitute a separate offense.

SECTION 4. All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1960 Edition, in conflict herewith, are hereby repealed.

PASSED, ADOPTED	AND APPROVED this day of	, 1973.
	APPROVED:	
Edwina M. Cole, City Clerk	ORAN K. GRAGSON,	MAYOR
Commissioners on the 13th day composed of Commissioners Francisco Commissioners Francisco Committee reported favoral	nnce was first proposed and read by title to the of December, 1972, and referred to the folloanklin and Thornley for recommendation; the bly on said ordinance on the day of	wing committee eafter the
meeting the proposed ordinance amended and adopted by the following "AYE": Commissioners		oners as
VOTING "NAY":	ABSENT:	
	APPROVED:	
ATTEST:	ORAN K. GRAGSON	, MAYOR

-4-

MAR 21 1979

EXHIBIT D

COMMERCIAL GARBAGE RATES	
2 Pickups per week (1 can) Each additional can	\$ 4.11 \$ 4.11
6 Pickups per week (1 can) Each additional can	\$17.10 \$ 6.85
7 Pickups per week (1 can) Each additional can	\$20.53 \$ 8.21
HOTELS, MOTELS, TRAILER PARKS Offices Each trailer space in park Each sleeping room on premises	\$ 2.29 \$ 1.37 \$ 1.03
MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) First apartment Each additional apartment RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES	\$ 2.72 \$ 1.91
MULTIPLE RESIDENTIAL UNITS (9 apartments or more) First apartment Each additional apartment	\$ 2.28 \$ 1.61
RESIDENTIAL SINGLE FAMILY DWELLING (Cans limited to 33 gallons) No limit on standard size cans 2 Pickups per week RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES	\$ 2.72





Councilmen

C. R. CLELAND
DAN GRAY
WENDELL G. WAITE
AARON WILLIAMS

City of North Las Vegas

2200 Civic Center Drive • P. O. Box 4086 NORTH LAS VEGAS, NEVADA 89030 Telephone 649-5811

January 11, 1973

Yvonne McClain, Board Member Consumers League of Nevada 1408 E. Owens Avenue North Las Vegas, Nev. 89030

Dear Ms. McClain:

In reply to your letter of January 9, the city contract between North Las Vegas and its garbage collection company apparently expired last year. We are continuing to operate under the same general terms and conditions while conducting a study as to what revisions should properly be in any renewal. The North Las Vegas billing date reflects a bill for service already received, and is sent monthly, along with the regular bill for water and sewage service already advanced.

The City of North Las Vegas, in conjunction with the City of Las Vegas, and Clark County, retained an independent certified public accountant to review the actual financial books of all the garbage companies involved. That certified public accounting firm removed from the figures any income, or expenses involved in real estate transactions, and removed for rate making purposes \$100,000 of the salary figures for company executives, before arriving at the conclusion that a rate increase of approximately 5% would give the garbage company a fair rate of return on investment. A rate schedule which would increase rates by 5% will be considered by the city council at its regular meeting of Feb.5, at 7 p.m., in the council chambers.

Yours very truly,

Clay Lynch, City Manager

CONSUMERS LEAGUE OF NEVADA

1663 LA JOLLA AVE. TEL. 735-7436 LAS VEGAS, NEVADA 89109

January 9, 1973

City of North Las Vegas City Manager Clay Lynch 2200 Civic Center Drive 89030

Dear Mr. Lynch:

As you may know, the Consumers League is protesting any rate increase for garbage collection from the Silver State Disposal Companies in Clark County.

We have already registered our opposition at hearings before the City Commissioners and the County Commissioners. We do not feel that any rate increase is justified, and have requested that the contract governing current operations and costs be reviewed.

We are also planning to oppose the rate increase request at hearings scheduled to be held in North Las Vegas. We have been requesting that the actual financial books of the company be reviewed before any rate increase decisions are made; we are also asking that the possibilities for competitive bidding for service be explored; we are also asking that possibilities for consumer refunds be explored, considering the exorbitant profits which exist, reflected in the healthy salary figures for company executives.

We would like to know whether the contract between North Las Vegas and the garbage collection company is similar to the one which exists in the City of Las Vegas. Can this contract be reviewed and revised at any time? Do you have any plans to do this?

We would also like to have payment clarified. Does the North Las Vegas billing date reflect a bill for service already received or is it an advance payment?

We would appreciate any information related to the above concerns, and any other information that you feel might be helpful at this time.

Patricia van Betten, President

Please respond to:

Ms. Yvonne McClain, Board Member, Consumers League of Nevada 1408 E. Owens Avenue North Las Vegas, 89030.

BACKUP for my file only

CLARK COUNTY APARTMENT ASSOCIATION/515 LAS VEGAS BOULEVARD SOUTH LAS VEGAS, NEVADA 89101/(702) 382-3256

August 18, 1972

Agenda

Agenda

Assoc

August 18, 1972

Agenda

Agenda

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Advised

Feb 5

NORTH LAS VEGAS CITY COMMISSIONERS North Las Vegas City Hall North Las Vegas, Nevada 89030

Gentlemen:

Silver State Disposal, Clark Sanitation and Disposal Transportation, Inc. have requested a 13.5% increase in rates.

Our Association represents properties with market values in excess of two hundred million dollars within Clark County and our members represent one of the largest tax paying groups, if not the largest tax paying group within Clark County. The garbage disposal companies have used bad faith in dealing not only with the residential customers, but with all their customers; first with charging for services not rendered in the recent strike and secondly, in trying to get this matter passed as an additional item on your agenda rather than having it noted for public hearing where all persons can state their complaints.

The Clark County Apartment Owner's Association, Inc. requests you to reject any rate increase for the disposal firm operating within your jurisdiction and further requests that if you intend to consider this matter further, that it only be done at a meeting to be held by you which has received substantial coverage in the press so that those persons who have an interest in expressing their viewpoints may have adequate opportunity to do so.

Very truly yours,

CLARK COUNTY APARTMENT

ASSOCIATION

By William H. Hernstadt

President

WHH/jld

1/2/3 17. A-46 LAVENTHOL KREKSTEIN HORWATH & HORWATH

CERTIFIED PUBLIC ACCOUNTANTS

714 SOUTH FOURTH STREET LAS VEGAS, NEVADA 89101 (702) 382-7351

OFFICES THROUGHOUT THE WORLD

December 14, 1972

Mr. Milton Weiss, Director of Finance City of North Las Vegas City Hall North Las Vegas, Nevada 89030

Dear Milton:

I am enclosing a copy of the latest report prepared in connection with the application for rate increase of the disposal companies.

This report excludes the assets and related income of Disposal Investments, Inc., which owns and operates the real estate rental properties and the garbage container sales and The reason for excluding the real estate and rental properties is that they are not earning a profit and, if included, would be subsidized by the garbage rate The reason for excluding the garbage container sales and rentals is that this business is not part of the franchise granted to the disposal companies and is subject to competition by other businesses.

In this report we have also excluded \$100,000 of stockholder employee salaries less a pro rata share of salaries that are included in Disposal Investments, Inc.

This report was the one used by the Commissioners of the City of Las Vegas in granting a rate increase on December 13, 1972.

If I can provide you with any additional information, please call me.

Yours very truly,

LAVENTHOL KREKSTEIN HORWATH & HORWATH

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A.R. Garraway, Partner

CITY O. WORTH HITY OF NO. LAS MEGAS Las Vigas

ARG:ss **Enclosure**

CITY OF LAS VEGAS, NEVADA

ESTIMATED INCREASE IN REVENUE REQUIRED TO EARN FIVE, TEN OR FIFTEEN PERCENT ON AVERAGE NET INVESTMENT

	5%	10%	15%
Net investment	\$ 1,100,000	<u>\$ 1,100,000</u>	\$ 1,100,000
Net income Income taxes	\$ 55,000 15,512	\$ 110,000 51,538	\$ 165,000 102,307
Income before income taxes	70,512	161,538	267,307
Estimated expenses: Per 1972 annual report less Disposa Investments, Inc. Additional expenses for extra picku Office space rental Estimated increase for 1972: 10% of disposal personnel expense 5% of other expenses Deductions: Excess stockholders-employee salaries of \$100,000 less pro-rata share of Disposal Investments, Inc.	3,050,923 p 55,394 38,000	38,000 162,425 71,375	3,050,923 55,394 38,000 162,425 71,375
	3,299,267	3,299,267	3,299,267
Estimated revenues required	3,369,779	3,460,805	3,566,574
Estimated revenues: Per 1972 annual report less Disposa Investments, Inc. Estimated increase for 1973 at 5%	1 3,119,258 155,963 3,275,221	3,119,258 155,963 3,275,221	3,119,258 155,963 3,275,221
Estimated increase in revenue require net of franchise fee Estimated franchise fee on increase	d, 94,558 4,977	185,584 9,768	291,353 15,334
Estimated increase in revenue required	\$ ///99,535	\$195,352	\$ 306,687
Percentage increase on current dispos service revenues of \$3,968,481	al <u>2961</u> %13	3.1973 <u>4.92</u> %	<u>7.73</u> %
12/12/72			

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

Date:

August 3, 1972

To:

Mayor Echols and

All Councilmen

From:

Clay Lynch

Department:

Department:

City Manager

Subject:

GARBAGE REMOVAL RATE INCREASE

The officials of our garbage company have requested a place on your agenda of August 7, to make their presentation in regard to the attached letter.

After giving them every opportunity to present their case, we request that the Council move to refer this matter to an independent certified public accountant for analysis and report. Because this matter has area-wide implications, I have contacted the manager of the City of Las Vegas and the administrator of Clark County. We have agreed to request a motion of the governing body authorizing the manager to enter into a letter of agreement with Laventhol, Krekstein, Horwath and Horwath (auditors for the County and the City of Las Vegas) for a complete analysis of all three entities, and all three companies involved. The letter of agreement would provide for a fair calculation of the proportional share of the cost of such a study.

This proposal meets with the full approval of James Andrus, our auditor. If necessary we will have Mr. Andrus review the report on a supplemental basis.

> Clay Lynch City Manager

CL/sk

Attachment

analysis agreement - See C-636 CITY OF NORTH

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THE HONORABLE MAYORS, CHAIRMAN, COMMISSIONERS, AND COUNCILMEN OF THE CITY OF LAS VEGAS, CITY OF NORTH LAS VEGAS AND CLARK COUNTY, LAS VEGAS, NEVADA

Gentlemen:

The undersigned, President of Silver State Disposal Company, Clark Sanitation, Inc., and Disposal Transportation, Inc., respectively requests:

- 1. An increase in garbage removal rates of \$.35 per month per residential accounts and a 13.5% increase in commercial rates, effective August 1, 1972, based upon actual and projected substantial cost increases, more specifically set forth, below:
 - A.) An across the board labor increase of 5.5%, projected to remain stable for the next three (3) years. Should the 5.5% increase be exceeded, an appropriate time adjustment will be required.
 - B.) An increase of Nevada Industrial Commission rates of52% in a one (1) years' period.
 - C.) An increase in holiday compensation for all employees from time and one-half to double-time.
 - D.) Increases in taxable base wages of \$2,000.00 per year per man for Federal Insurance Contribution Act and Federal Unemployment Insurance.
- E.) An increase of 50% for servicing of the extra once a month pick-up of heavy and bulky items.
 - CITY OF NORTH.) A projected inflanationary increase of 3.6% per year LAS VISGAS for material and outside services, as estimated by

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nationally known economists.

- 2. The aforementioned disposal companies have spent considerable efforts in a feasibility study of the plastic bag method of disposal for residential accounts. We are of the opinion that such a method is appropriate to our community. Therefore, we wish to submit for your favorable consideration the following plastic bag program:
 - A.) The disposal companies would provide to each residential customer a coupon with their quarterly billing invoice, which would enable the customer to redeem the coupon for a package of fifty (50) plastic can liners at the grocery store; providing the cooperation of the supermarkets and grocery stores could be obtained.
 - B.) This would provide to each residential account an average of four (4) bags per week.
 - C.) We are of the opinion that this method of disposal would add to the beautification of the area, by the removal of unsightly garbage cans and lids remaining on the streets after the garbage collection service has been rendered.
 - D.) The plastic bag program can be established and implemented for the nominal cost of 5.6¢ per bag or \$.93 per month per residential account.
- 3. We submit, attached hereto, schedules of computations for MCRO Figure the requested rate increase, a projected cost of implementing a plastic bag program as well as a schedule of proposed disposal rates for your examination and consideration.

4. In summary, it is respectively requested that the plastic bag proposal be installed and that the requested labor and material increase of \$.35 per month or 13.5% increase be favorably acted upon. The total cost would amount of \$1.28 per month for residential accounts and 13.5% increase for commercial accounts.

Respectively yours,
SILVER STATE DISPOSAL COMPANY
CLARK SANITATION, INC.
DISPOSAL TRANSPORTATION, INC.

L. L. LaFortune, President

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SILVER STATE DISPOSAL COMPANY, CLARK SNAITATION, INC. AND DISPOSAL TRANSPORTATION, INC.

SUMMARY OF REQUESTED RATE INCREASE SCHEDULE

	JUNE 1972	EXHIBIT A	
Estimated annual average laborated annual average materials and schedule II. Estimated annual cost of extinuous cost of	erial and service expense	, -	\$362,958.65 65,191.67 55,394.17
TOTAL ANNUAL ESTIMA	ATED INCREASED COSTS		\$483,544.49
Gross Revenues Six Months En	ded March 31, 1972		
Silver State Disposal Con Disposal Transportation Clark Sanitation, Inc.		\$ 891,381.89 224,710.07 817,957.15	
TOTAL REVENUE ANNUALIZED		1,934,049.11 ×2	
ESTIMATED PRESENT	ANNUAL REVENUE	\$3,868,098.22	
Estimated Increased Cos Add: Franchise Fee 5%	ts		483,544.49 25,449.71
TOTAL REQUIRED ADJU	USTED REVENUE		\$508,944.20
Percentage of Increase 1. Residential rates we \$.35 per month.	ould have to increase	,13.5%	8.80

2. Based full absorbment by residential
50,300 accounts-\$520,306.90 = \$10.34 per year or \$.87 per month.

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SILVER STATE DISPOSAL COMPANY, CLARK SANITATION, INC. AND DISPOSAL TRANSPORTATION, INC. SCHEDULE OF ANTICIPATED LABOR AND PERSONNEL INCREASED EXPENSE

Direct Labor Hours: Most Recent 52 Weeks Regular direct labor hours Overtime direct labor hours	269,945.00 58,403.00	
TOTAL DIRECT LABOR HOURS	328,348.00	
First Year Additional Labor Cost 269,945 hours @.28		\$ 75,584.60
58,403 hours @.42 Holiday extra pay - Separate Schedule I-A Vacation paid last year - \$48,609.34 @5.5%		24,529.26 24,632.86 2,673.51
Administrative personnel increase - \$215,630.00 Increase in NIC and NUI rates - \$1,907,714.80 @2 Increase in taxable base FICA and FUI - \$2,000.0	.79% 0 x 161-@5.7%	11,859.40 53,225.24 18,354.00
Payroll taxes on increased labor costs-\$139,279. TOTAL ESTIMATED FIRST YEAR ADDITIONAL COST	63	\$228,895.58
Second Year Additional Labor Cost		
269,945 hours 0.28 + .30 = .58 58,403 hours 0.42 + .45 = .87		156,568.10 50,810.61
Holiday extra pay - Separate schedule I-A Vacation pay \$51,282.86 @5.5%		30,042.46 2,820.56
Administrative personnel increase - \$227,489.40 Payroll taxes on increased labor - \$252,753.65 @ Increase in NIC and NUI rates - \$1,907,714.80 @2	12.95%	12,511.92 32,731.60 53,225.24
Increase in taxable base FICA and FUI - \$2,000.0	0 x 161-@5.7%	18,354.00
TOTAL ESTIMATED SECOND YEAR ADDITIONAL COST		\$357,064.49
Third Year Additional Labor Cost 269,945 hours 0.28 + .30 = .92		248,349.40
58,403 hours $0.42 + .45 + .51 = 1.38$		80,596.14
Holiday extra pay - Separate schedule I-A		36,761.51
Vacation pay - \$54,103.42 @5.5%	0 F F 0	2,975.69
Administrative personnel increase - \$240,001.32 Payroll taxes on increased labor - \$381,882.81 @		13,200.07 49,453.82
Increase in NIC and NUI rate - \$1,907,714.80 @2.		53,225.24
Increase in taxable base FICA and FUI - \$2,000.0		
TOTAL ESTIMATED THIRD YEAR ADDITIONAL COST		\$502,915.87

\$362,958.65

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LAS VEGAS

AVERAGE ANNUAL REQUIRED INCREASE COST

SILVER STATE DISPOSAL COMAPNY, CLARK SANITATION, INC. AND DISPOSAL TRANSPORTATION, INC.

SCHEDULE OF INCREASED LABOR COST OF DOUBLE-TIME HOLIDAYS

	FIRST YEAR	JUNE	1972	SCHEDULE	I-A	
Number of Employees Classification	Double Time 5-30-72	Time and a Half-5-30-71	Hours to be Paid -56-	Double Time	Time and a Half	Increased Costs
70 Drivers 40 Helpers 13 Mechanics 1 Mechanic Foreman 2 Servicemen 30 Casual Employees 1 Body Man 4 Heavy Equipment	9.21 8.96 10.91 11.31 8.96 8.81 10.91 9.91	6.4875 6.30 7.7625 8.0625 6.30 6.1875 7.7625 7.0125	3,920 2,240 728 56 112 1,680 56 224	\$36,103.20 20,070.40 7,942.48 633.36 1,003.52 14,800.80 610.96 2,219.84	\$25,431.00 14,112.00 5,651.10 451.50 705.60 10,395.00 434.70 1,570.80	\$ 10,672.20 5,958.40 2,291.38 181.86 297.92 4,405.80 176.26 649.04
TOTAL				83,384.56	58,751.70	24,632.86
Second Year 70 Drivers 40 Helpers 13 Mechanics 1 Mechanic Foreman 2 Servicemen 30 Casual Employees 1 Body Man 4 Heavy Equipment TOTAL	5-30-73 9.81 9.56 11.51 11.91 9.56 9.41 11.51 10.51	6.4875 6.30 7.7625 8.0625 6.30 6.1875 7.7625 7.0125	3,920 2,240 728 56 112 1,680 56 224	38,455.20 21,414.40 8,379.28 666.96 1,070.72 15,808.80 644.56 2,354.24	25,431.00 14,112.00 5,651.10 451.50 705.60 10,395.00 434.70 1,570.80	13,024.20 7,302.40 2,728.18 215.46 365.12 5,413.80 209.86 783.44
Third Year	5-30-74			00,754.10	38,731.70	30,042.40
70 Drivers 40 Helpers 1 Mechanic Foreman 2 Servicemen 30 Casual Employees 1 Body Man 4 Heavy Equipment TOTAL	10.49 10.24 12.59 10.24 10.09 12.19 11.19	6.4875 6.30 8.0625 6.30 6.1875 7.7625 7.0125	3,920 2,240 56 112 1,680	41,120.80 22,937.60 705.04 1,146.88 16,951.20 682.64 2,506.56 \$95,513.21	25,431.00 14,112.00 451.50 705.60 10,395.00 434.70 1.570.80 \$58,751.70	15,689.80 8,825.60 253.54 441.28 6,556.20 247.94 935.76 \$36,761.51
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SILVER STATE DISPOSAL COMPANY, CLARK SANITATION, INC. AND DISPOSAL TRANSPORTATION, INC.

SCHEDULE OF PROJECTED MATERIAL AND SERVICE INCREASED COSTS

SCHEDULE OF	PROJECTED	MATERIAL AND	SERVICE INCREAS	SED COSTS	
		JUNE 1972	SCHED	ULE II	
	·	TOTAL	SILVER STATE DISPOSAL	DISPOSAL TRANS- PORTATION	CLARK SANITATION
ruck costs per audited statement ndirect expenses including net du dministrative expenses		\$1,550.767.00 344,922.00 215,098.00	116,859.00	153,336.00 26,584.00 40,041.00	654,962.00 201,479.00 110,422.00
TOTAL		2,110,787.00	923,963.00	219,961.00	966,863.00
educt: Depreciation expenses Mechanic Labor		237,364.00 126,190.00		19,530.00 16,521.00	45,153.00 24,890.00
TOTAL	DEDUCTION	363,554.00	257,460.00	. 36,051.00	70,043.00
et Material and Service Costs		1,747,233.00	666,503.00	183,910.00	896,820.00
irst Year Inflationary Increase \$1,747,233.00 @3.6%	<u>!</u>	:	-		62,900.00
\$1,810,133.00 @3.6%	<u>se</u>			· ·	65,165.00
hird Year Inflationary Increase \$1,875,298.00 @3.6%					67,510.00
	ESTIMATED	MATERIALS AND	SERVICE INCREAS	E COSTS	195,575.00
AUCRO FILL AUGRES OF MORNEY	GE ANNUAL M	ATERIALS AND S	ERVICE INCREASI COST	65,191.67	
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SILVER STATE DISPOSAL COMPANY, CLARK SANITATION, INC. AND DISPOSAL TRANSPORTATION, INC.

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SCHEDULE OF ANTICIPATED ADDITIONAL "EXTRA PICKUP" COSTS

JUNE 1972 SCHEDU	LE III
Personnel Expenses:	
l driver @4.585 for 2,864 hours l helper @4.46 for 2,864 hours	\$13,131.44 12,773.44
TOTAL PERSONNEL DIRECT EXPENSE	25,904.88
Payroll taxes, FICA, NUI, FUI, and NIC - 12.95% Group Insurance, health and welfare	3,354.68
TOTAL PERSONNEL EXPENSES	29,979.56
Equipment Expense:	
Fuel and oil \$1,385 Tires and Tubes 1,927 Property and liability insurance 936 Repair and maintenance 13,934 Taxes and license 296 Depreciation expense 6,933	.32 .96 .64 .52
TOTAL TRUCK EXPENSE	25,414.61
TOTAL EXTIMATED ADDITIONAL EXTRA PICKUP COST	55,394.17

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SILVER STATE DISPOSAL COMPANY, CLARK SANITATION, INC. AND DISPOSAL TRANSPORTATION, INC.

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ANALYSIS OF ESTIMATED COST OF PLASTIC BAG PROPOSAL

JUNE]	١9	7	2
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Equipment Required:		
Toyota Fork Lift - 177", lift 4000# Distribution truck with lift gate	\$ 6,553.00 6,000.00	
Total Equipment Required	\$12,553.00	
Annual Amortization - 3 years		\$ 4,184.33
Personnel Required:		
2 drivers - 2,864 hours @\$4.605 Payroll taxes, etc. 12.95% Employee welfare	26,377.44 3,415.88 720.00	
Total Personnel Expense		30,513.32
Facilities Expense:		
Warehouse rental - 3,000 @\$1.80 Utilities - estimated	5,400.00	
Total Facilities Expense		7,400.00
Bag Costs:		
12,000,000 Bags @.04 Nevada Sales Tax 3 1/2%	480,000.00 16,800.00	
Total Bag Costs		496,800.00
Miscellaneous Expense:		
Distribution expense - Store commission .10 per coupon @202,000		20,200.00
Total Annual Estimated Cost		\$559,097.65
Annual Cost - 50,000 accounts on a monthly cost of	11.12	.93
Cost per bag to each customer = 5.6¢		MICO.



PROPOSED GARBAGE AND REFUSE RATES

June 26, 1972

Charges - Residential. (A) Single family residence. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from single family residence shall be as follows:

Eleven dollars and sixty cents per quarter, payable in advance, each and every three month period;

(B) Apartments and multiple units. The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from apartments and multiple units shall be a flat rate to be computed as follows:

Seven dollars and forty cents for the first unit on one stop and five dollars and fifteen cents for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every three month period.

<u>Charges</u> - Auto courts and mobile home parks. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from auto courts and mobile home parks shall be as follows:

Offices - Seven dollars and forty cents per quarter; Sleeping rooms and mobile homes without cooking facilities - Three dollars and thirty-five cents per quarter; Rooms where cooking facilities are furnished or mobile homes with cooking facilities - Four dollars and forty-five cents per quarter; Mobile homes where individual collections are required - Seven dollars and forty cents per quarter; payable each and every three months, payable in advance, commencing on and continuing on the first day of each and every three month period thereafter.

Charges - Hotels, places of business and public buildings. The quarterly charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public buildings and by the number of daily collections from each per week in accordance with the following table:

Numbers and type of receptacles - Garbage can to 33 gallon capacity	2 Collections	6 Collections	7 Collections
	per week	per week	per week
1 2	13.30	55.30	66.30
	26.60	77.40	92.85

For Additional garbage cans, not exceeding thirty-three gallons in capacity, over two, there shall be added twenty-two dollars and ten cents for six collections per week, or twenty-six dollars and fifty-five cents for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive

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service on a two collections per week basis, shall pay the same quarterly charge as for six collections per week.

	2 Collections Per Week	6 Collections Per Week	7 Collections Per Week
2 one cubic yard containers	\$ 66.50 133.00	\$ 143.70 254.20	\$ 172.50 305.30
Each additional one cubic yard container	6 6.50	110.50	132.80
One and One-Half Cubic Yard Container (1 1/2) cubic yard container	106.25	209.80	252.20
2 one and one-half cubic containers Each additional one	212.50	386.40	464.70
one and one-half yard container	106.25	176.60	212.50
Two Cubic Yard Containers			
1 two cubic yard container 2 two cubic yard containers Each additional two cubic	133.00 266.00	254.20 475.20	305.25 570.75
yard containers	132.00	221.00	265.50
Three Cubic Yard Containers 1 three cubic yard container 2 three cubic yard container Each additional three cubic yard containers		364.70 696.20 331.50	438.00 836.25 398.25
-	199.30	332.30	3,0123
Four Cubic Yard Containers l four cubic Yard container 2 four cubic yard containers Each additional four cubic	266.00 532.00	475.20 919.20	570.75 1,101.75
yard container	266.00	446.00	531.00
Manual type drop box.			

Manual type drop box, approximately 20 cubic yard capacity

42.60 per pick-up and 5.70 demurrage charge per 24 hours or any part thereof after the first 72 hours.

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CITY OF NORTH LAS VEGAS Page - 3 -

Compaction Type Drop Box

One pick-up per week
Two pick-ups per week
Three pick-ups per week
Six pick-ups per week
Non-scheduled pick-ups

\$ 805.00 per month 1,070.00 per month 1,475.00 per month 1,810.00 per month 120.50 per pick-up

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

JA:lm



DISPOSAL TRANSPORTATION, INC. ESTIMATED ANNUAL COST OF MONTHLY EXTRA CLEAN-UP - RESIDENTIAL OCTOBER, 1969

ACTS:

Truck Costs:

Monthly cost per residential account

Once a month additional service to include discarded furniture, appliances debris not ordinarilly considered garbage, rubbish or trash.

- Equipment based upon use of one (1) trucks and two (2) men.
- Investment 1 truck @ \$20,000.00 each (5 yr. life) \$20,000.00

Fuel and oil	\$ 1,800.00	
Tires and tubes	1,200.00	•
Property and liability insurance	450.00	
Repairs and maintenance	2,500.00	
Taxes and licenses	250.00	•
Depreciation	4,000.00	
Total direct truck costs		\$ 10,200.00
		•
Labor Costs:		
1 driver - 2,746 hours X 3.925 \$ 10,778.0	5	-
1 helper - 2,746 hours X 3.80 10,434.8	0	
Payroll taxes 8.8% 1,866.7	3	
Total direct labor costs		23,079.58
Total estimated annual costs		\$ 33,279.58
Estimated number of residential accounts 6,700		

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ORDINANCE NO. 394

AN ORDINANCE TO AMEND ORDINANCE NO. 7, ENTITLED: "AN ORDINANCE DEFINING GARBAGE, RUBBISH, DIRT, AND DEAD ANIMALS: REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT, AND DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS: THE TO BE PAID THEREFOR AND MATTERS RELATING THERETO; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH." TITLE 4, PUBLIC UTILITIES, CHAPTER 404 OF THE NORTH LAS VEGAS MUNICIPAL CODE; TO PROVIDE FOR ADDITIONAL REFUSE REMOVAL; TO PROVIDE A DEFINI-TION THEREOF; TO PROVIDE FOR THE ESTABLISHMENT OF RATE SCHEDULES FOR ADDITIONAL REFUSE SERVICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND OTHER MATTERS PROPERLY RELATING HERETO. Transfer was transfer from the markets.

WHEREAS, Disposal Transportation, Inc., as franchised garbage collector for the City of North Las Vegas, has proposed to initiate additional refuse collection services, and

WHEREAS, the additional refuse services to be provided by Disposal Transportation, Inc., will serve to alleviate the littering of the open spaces in the City of North Las Vegas, all of which is in the interest of the general health and welfare of the citizens of the City of North Las Vegas,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA, as follows:

SECTION 1. DEFINITIONS. Section 3 of Ordinance No. 7, and Section 404.030 of the North Las Vegas Municipal Code, is hereby amended by adding a new section, (J) "Additional Refuse". "Additional Refuse" is defined as refuse and garbage from single family residences that cannot be contained in a single receptacle, the dimensions of which do not exceed a capacity of forty (40) gallons, or 5.34 cubic feet. Additional Refuse shall include, but not be limited to, stoves, refrigerators, furniture and hotwater heaters. Additional Refuse shall not include loose materials such as soil, sand and rocks or whole mature trees or telephone poles.

SECTION 2. Section 3 of Ordinance No. 7, and Section 404 of the North Las Vegas Municipal Code is hereby amended by adding a new section, (K) "Additional Refuse Service." Additional Refuse Service is defined as the pick up, collection and removal of those items defined as Additional Refuse.

SECTION 3. Additional Refuse Service shall be provided in the City of North Las Vegas for single family residences by franchised garbage disposal company operating in the City of North Las Vegas according to the following terms and conditions:

a. Additional Refuse Service shall be provided according to the route and schedule of pick ups as may hereafter be approved by the City Council of the City of North Las Vegas. Such approval shall not be granted until such proposed route and schedule is published in a newspaper of general circulation as a regular notice.

- b. The rates chargeable for the Additional Refuse Service shall be established by motion of the City Council and may be revised from time to time upon posting a schedule of rates in the City Hall and publishing same in a newspaper of general circulation as a regular notice.
- c. The franchised garbage collector for the City of North Las Vegas shall, in addition to the above described refuse service, endeavor to provide such extraordinary and emergency services as from time to time may arise among the citizens of the City of North Las Vegas.
- SECTION 4. SEVERABILITY. If any action, clause, phrase or paragraph or sentence of this Ordinance is for any reason held to be void or unconstitutional, such decision shall not affect the validity of the remainder of this Ordinance, and it is hereby declared that this Ordinance, and each of the sections, paragraphs, sentences, clauses or phrases would have been passed irrespective of the fact that any one or more of such sections, paragraphs, sentences, clauses or phrases may be declared to be void and unconstitutional.
- SECTION 5. REPEALER. All Ordinances or parts of Ordinances, sections, subsections, phrases, clauses or paragraphs contained in the Municipal Code of the City of North Las Vegas in conflict herewith are hereby repealed.
- SECTION 6. This Ordinance shall be in effect fifteen (15) days from and after its passage by the City Council of the City of North Las Vegas, and publication once a week for two successive weeks in the North Las Vegas Valley Times.
- SECTION 7. The City Clerk shall cause this Ordinance to be published once a week for two successive weeks immediately following its adoption in the North Las Vegas Valley Times published in the City of North Las Vegas.

PASSED AND ADOPTED THIS 6th DAY OF October, 1969.

AYES: Eugene V. Echols, C. R. Cleland, and Jack R. Petitti.

NAYS: Wendell G. Waite and Aaron Williams.

ABSENT: None

Eugene V. Echols, Mayor

ATTEST:

Shirley Hansell, City Clerk

CITY OF NORTH LAS VEGAS INTER - OFFICE MEMORANDUM Deptamer 24. 1,200 To: Department: Clay Lynch City Managar From: Milton Veien Department; Dizector of Pinance PROPOSED GARBAGE HATE INCHEASE A further enalysis of Dimposal Fransportation, Inc. request for an increase in garbage rates as presented in your letter to Council dated July 24, 1969 indicates the Collowings 1. The total proposed increase of 750 per month for a residential account will increase the current rate from \$1.50 to \$1.50 per month of 40.761%. 2. The second proposition is that all commercial and multiple units be increased a flat rate of 18%. However, in calculating a base increase of 34¢ per parbage account the exact rate of increase for commercial and multiple units would be 18.47%. I would like to recommend that the 41¢ charge for bulky debrie pickup be only applicable to (a) single femily residences, and (b) multiple apartment units up to an B-plex. If this recommendation is accepted on multiple unit current rates, they would be increased by 40.761%, percentage rate gust be used due to the current de-escalating scala of carpage rates for multiple units. I have discussed this with Mr. Jos Anstett, Comptroller of the Disposel Transportation, Inc., and he is in accord with the belief that multiple units larger than an 6-plex and likewise commercial establishments would prefer to utilize their own vehicles or make their own expenses with the gerbage company to dispose of large. bulky debuts. Attached hereto is the suggested new garbage rotes which is in publication form. For your further information, I am attaching a comparison of proposed rates as against current rates. Also, I would like to advise that it will require a minimum of 30 days for our service buresu to compute and program for the new rates increases. /malaton walsa Director of Finance Mil a Mill

REVISED MONTHLY CARRACE PACES

NOTICE IS HEREBY GIVEN of the schedule of revised rates to be effective November 1, 1969 for the collection of garbage and refuse by the City of North Las Vegas, in accordance with Ordinance No. 2000 of the City of North Las Vegas and in accordance with unanimous motion of the City Council on September _____, 1969.

COMMERCIAL GARBAGE RATES	
2 Pickups per week (1 can)	\$3.91
Each additional can	\$3.91
6 Pickups per week (1 can)	\$16.29
Each additional can	6.52
하시다 하는 병사를 가득하는 사용을 선택하였다.	
7 Pickups per week (1 can)	\$19.55
Each additional can	7.82
HOTELS, MOTELS, TRAILER PARKS	
Offices A. L. Horn Control of the Co	\$2.18
Each trailer space in park	\$1.30
Each sleeping room on premises	\$.98
이 아들의 지수의 사용하는데 왜 어떻게 했다면요?	
MULTIPLE RESIDENTIAL UNITS	
(From 2 to 8 apartments)	
First apartments	\$2.59
Each additional apartment	\$1.82
RATES INCLUDE PICKUP SERVICE FOR	
BULKY ARTICLES.	
MULTIPLE RESIDENTIAL UNITS	
(9 apartments or more)	
First apartment	\$2.17
Each additional apartment	\$1.53
	Y
RESIDENTIAL SINGLE FAMILY DWELLING	
(Cans limited to 33 gallons)	· ·
No limit on standard size cans	
2 Pickups per week	\$2.59
RATES INCLUDE PICKUP SERVICE FOR	
BULKY ARTICLES	

Published

North Las Vegas Valley Times Las Vegas Review Journal

CITY OF NORTH LAS VEGAS

INTER - OFFICE MEMORANDUM

Date September 3, 1969

To: Clay Lynch

Department:

City Manager

From: Milton Weiss

Department:

Director of Finance

Subject: PROPOSED GARBAGE RATE INCREASE

A further analysis of Disposal Transportation, Inc. request for an increase in garbage rates as presented in your letter to Council dated July 24, 1969 indicates the following:

- 1. The total proposed increase of 75¢per month for a residential account will increase the current rate from \$1.84 to \$2.59 per month or 40.761%.
- 2. Their second proposal is that all commercial and multiple unit rates be increased a flat rate of 18%. We agree the 18% increase for commercial accounts is justifiable, however a multiple residential can conceivably consist of a duplex, triplex, fourplex, and so on up to a large project like the Cheyenne Apartments. Multiple units are now charged at the rate of \$1.84 for the first unit plus \$1.29 for each additional unit, and to increase the multiple unit rates by 18% would mean that the first unit would be charged \$2.17 per month and each additional unit at the rate of \$1.52 per month.

It would appear to me that percentage wise the burden of rate increase would fall upon the single family dwelling and while the multiple family dwelling would receive the same service as the single family dwelling their rate would only increase by 18% as against 40.761% for the single family dwelling. While I would not venture to recommend what the new rates should be, I do feel both single family residences and multiple residences units should be increased by the same percentage.

I also wish to advise that it will require a minimum of 30 days for our service bureau to compute and program for the new rate increases.

Milton Weiss Director of Finance

MW: monin

349 = 18.478% $418 = \frac{18.478\%}{40.761\%}$

7/24/69

Disposal Transportation, Inc.

1300 North "A" Street • P.O. Box 4277 LAS VEGAS, NEVADA 89106

Telephone 385-3464

July 24, 1969

Mr. Eugene V. Echols, Mayor City Councilmen: Messrs: C.R. Cleland, Jack R. Petitti, Wendell G. Waite, and Aaron Williams City Hall North Las Vegas, Nevada

Gentlemen:

The undersigned, President of Disposal Transportation, Inc., respectively requests:

- 1. That that certain contract made and entered into by and between the predecessor-in-interest of Disposal Transportation, Inc. and the City of North Las Vegas on the 7th day of October, 1957, does so provide in paragraph XVI, that in the case of an increase in the general wage scale, Disposal Transportation, Inc., may request an increase in garbage rates.
- 2. Disposal Transportation, Inc. does hereby request an increase in garbage removal rates of \$.34 per month per residential account and a 18% increase in commercial and multiple unit rates, effective October 1, 1969, based upon the substantial increases in cost of operations in the following areas:
 - a) The cost of labor, in accordance with union contracts will increase 28.8% during the four (4) year period, 1968 through 1971.
 - b) Material purchases, tires, truck costs and services from local vendors have increased substantially since 1968 and economists estimate that such inflation shall climb at least by 3.5% in each of the next three (3) years.

c) The accompanying computations set forth the additional FEB 25 1972 cash required to meet labor demands and cost of equipment repairs and services, in order for Disposal Transportation CTY OF NORTH Inc. to maintain its current position.

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- 3. Disposal Transportation, Inc., as an additional service to the residents of the City of North Las Vegas, and keeping in mind, the beautification of the City of North Las Vegas, hereby offers to provide to each residential account a monthly pick-up service of all discarded furniture, appliances and miscellaneous bulky debris, not ordinarily considered garbage, trash or rubbish on a monthly basis for the nominal fee of \$.41 per month, per residential account. This additional service should completely eliminate promiscuous illegal dumping that so defiles our area.
- 4. Disposal Transportation, Inc. on December 5, 1967 did respectively request from the City of North Las Vegas that their contract with the City of North Las Vegas be extended for a period of fifteen (15) years, (ten (10) years with a five (5) year option to the contractor), or to January 31, 1987.

At the City Council meeting of March 25, 1968, the Honorable Council announced that they would like to defer consideration of the contract extension for a period of six months.

It is therefore, respectively requested the City of North Las Vegas favorably consider and approve our application for a contract extension, an increase in garbage rates and that to further the conscientious effort to continually beautify the City of North Las Vegas, permit us to provide the additional monthly clean-up service.

The total service can be accomplished for as little as \$.75 per month, per resident. We believe that this is an extremely worthwhile investment for the betterment of our City.

Respectively yours, DISPOSAL TRANSPORTATION, INC.

by J.L. LaFortune, President

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FEB 25 1972

CITY OF NORTH LAS VICAS

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# DISPOSAL TRANSPORTATION, INC. ESTIMATED INCREASE COST OF OPERATION RATE INCREASE - JULY, 1969

|                                                                                     | <del>-</del> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Labor Analysis and Projection:                                                      |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5-21-68 - 5-21-69                                                                   |              | **                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 25¢ increase for 272,456.75 direct labor hours                                      |              | \$ 68,114.19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5-21-69 - 5-21-70                                                                   | • • •        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Mechanics and cat-operators present hours                                           | 19,124.00    | ·                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Disposal crews direct labor hours                                                   | 253,332.75   | . •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Total direct labor hours                                                            | 272,456.75   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10 704 1 0.054 454 704                                                              |              | 12 200 00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 19,124 hours @ $25$ ¢ + $45$ ¢ = $70$ ¢ 253,332.75 hours @ $25$ ¢ + $25$ ¢ = $50$ ¢ |              | 13,386.80<br>126,666.38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 235,332.73 HOULE & 234 + 234 = 304                                                  | •            | 120,000.30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5-21-70 - 5-21-71                                                                   |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19,124 hours @ $45¢ + 70¢ = $1.15$                                                  |              | 21,992.60                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 253,332.75 hours @ $25$ ¢ + $50$ ¢ = $75$ ¢                                         |              | 189,999.56                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 5-21-71 - 5-21-72                                                                   | ,            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 19,124 hours @ 45¢ + \$1.15 = \$1.60                                                |              | 30,598.40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 253,332.75 hours @ 25¢ + 75¢ = \$1.00                                               |              | <u>253,332.75</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Total increased labor costs                                                         | •            | <b>\$704,0</b> 90.68                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Add: Payroll taxes, compensation insurance, etc. 8.8%                               |              | 61,959.98                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Total additional personnel expense                                                  |              | \$766,050.66                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                     |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Disposal Transportation, Inc portion 12.60%                                         | \$ 96,522.38 | e de la companya della companya della companya de la companya della companya dell |
| Material and Service Cost Projections:                                              |              | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Estimate of economists project a 3.5%                                               |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| increase in goods and service, next                                                 |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| three years                                                                         |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Using 1968 as a base year, truck costs,                                             |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| excluding labor and depreciation were \$ 64,127.80                                  |              | -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Indirect costs-uniforms, franchise fees                                             |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 10 650 16                                                                           | ; .          | *                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

dump :

Administrative costs

Total material and service costs

13,652.15

34,594.03

\$112,373.98

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CITY CONTHIUM LAS VEGAS

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# DISPOSAL TRANSPORTATION, INC. ESTIMATED INCREASE COSTS OF OPERATION RATE INCREASE - JULY, 1969

| <b>-21-69 - 5-21-70</b>                                                                                                                  |                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| 112,373.98 X 3.5%                                                                                                                        | \$ 3,933.09                                           |
| -21-70 - 5-21-71                                                                                                                         |                                                       |
| 116,307.07 X 3.5%                                                                                                                        | 8,003.84                                              |
| -21-71 - 5-21-72                                                                                                                         |                                                       |
| 120,377.82 X 3.5%                                                                                                                        | 12,217.06                                             |
| ctual increase experienced 1967-1968                                                                                                     | 2,144.90                                              |
| Total estimated increase projected - 1968-1972                                                                                           | <u>\$ 26,298.89</u>                                   |
|                                                                                                                                          |                                                       |
| UMMARY                                                                                                                                   |                                                       |
| Estimated labor increase 1968 - 1972 Estimated material and service increase 1968-1972 Total estimated increases                         | \$ 96,522.38<br>26,298.89<br>\$122,821.27             |
| nnual average cost increase, each year (3)                                                                                               | <u>\$ 40,940.42</u>                                   |
| isposal Transportation, Inc. present gross billings                                                                                      | <u>\$253,000.00</u>                                   |
| 18% increase in rates Less: additional franchise fees - 10% Net proceeds to disposal company Estimated increased disposal costs, (above) | \$ 45,540.00<br>4,554.00<br>\$ 40,986.00<br>40,940.42 |
| Estimated decrease in cash after increase - 18%                                                                                          | (\$ 45.58)                                            |

LETTIN FILMID

FE. 3 2 7 11/2

CITY OF NORTH-LAS VEGAS

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February 18, 1969

Mr. Joseph Anstedt Disposal Transportation Company P. O. Box 4277 Las Vegas, Nevada 89106

Dear Joe:

According to the terms of the existing Agreement between your company and the City of North Las Vegas your company must provide the following:

- 1. Financial statement and audit report for your fiscal year ending September 30, 1968.
- 2. Evidence that a Surety Bond in the amount of \$5,000.00 is still in existence and made in favor of the City of North Las Vegas.
- 3. Evidence that your policy with the Continental National American Group affording your company and the City of North Las Vegas joint protection from liability in the amount of \$1,000,000 is still in force and effect.

Please give the satisfactory response and action with reference to the above three items.

Yours very truly,

Milton Weiss
Director of Finance

MW: mmm

bc: Mr. Lynch Mrs. Pivoda/ 

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date March 22, 1968

To: Mayor and City Council

Department:

From: Clay Lynch

Department: City Manager

Subject: Request for Increase - Disposal Transportation, Inc.

The Finance Department and I have made an exhaustive effort to analyze the data submitted and we are prepared to discuss this matter in whatever detail the Council may request. It seems the following facts are clear:

- 1. An analysis of the balance sheets of all four of the garbage companies operating in the Las Vegas valley is confused by inter-company transactions and allocations of expenses, including depreciation.
- The garbage companies serving North Las Vegas have been operating at precisely the same rate set by motion of the City Council on November 30, 1953 and, therefore, some measure of adjustment is indicated.
- 3. Henderson, Clark County, and the City of Las Vegas have a basic rate schedule which is 10% higher than ours and have been for the past five years.
- To raise our rate any higher than that prevailing in other Vegas Valley jurisdictions would create an inequity on our citizens and could hardly be justified unless joint action by all jurisdictions could be accomplished.
- 5. No significant evidence has been submitted which would indicate an immediate need for an extension of the contract. We have four years of time to work out details.
- A review of the entire history of our contractural relationship with this company indicates that a totally new contract ought to be prepared and executed.
- 7. Manager's Recommendation a. Motion pursuant to Ordinance No. 188 authorizing a flat 10% increase in the rates now in effect. b. The City Manager and City Attorney be directed to draft a totally new contract for the future.

City Manager CITY OF NORTH LAS VEGAS

CL/sah

### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date February 14, 1968

To:

Mr. Clay Lynch

Department:

City Manager

From:

Mr. Milton Weiss

Department:

Director of Finance

Subject:

DISPOSAL TRANSPORTATION, INC.

In the early part of December you will recall the subject company asked for a meeting for the purpose of discussing their request for an increase in garbage disposal rates for the City of North Las Vegas. At that meeting, which was attended by Messrs. Lester LaFortune, John Isola, Joe Anstett, yourself and me, we were handed their letter of December 5, 1967 addressed to the Mayor and Council and with which were enclosed financial data to mapport their request for an increase in garbage rates from \$1.67 to \$2.09 per month, or a 25% increase which they claim is necessary in order to operate at a reasonable profit.

The disposal company also requested that the present contract which now expires on January 31, 1972, be increased for an additional period of 15 years, i.e., 10 years firm to 1982 plus a 5 year option to January 31, 1987.

You requested that before their letter and supporting data was handed to our Council that I make a study and analysis of their material submitted, which incidentally was later supplemented at our request by additional information submitted on January 15, 1968 and on February 5, 1968.

As you know, Disposal Transportation, Inc., which is a contracting company for North Las Vegas, is both financially and physically intertwined with Silver State Disposal Company which handles the City of Las Vegas, Clark Sanitation Inc. which handles the county areas, and finally, Henderson Disposal Service, Inc. which handles the City of Henderson. Accordingly, rather than treat Disposal Transportation Inc. as a separate financial entity I requested financial statements on all the above mentioned companies since one company leases the other companies equipment and vice versa; all of the companies absorb some administrative expenses which is not proportionate to gross revenues; one company borrows from the other; with the result that it is such a complex mixing of financial transactions that it is virtually impossible to determine the merit of their request for higher rates based solely upon their own financial report, and I so advised Mr. Anstett of the disposal company.

Mr. Anstett thereupon furnished to me a comparison of wages and operating costs between the years 1957 and 1967 since Section 16 of our contract specifies that in the event the

Mr. Clay Lynch

Page 2 February 14, 1968

general wage scale and/or equipment costs in the vicinity of North Las Vegas shall increase or decrease, either party may request to renegotiate with respect to a rate change.

According to the figures submitted by him the labor cost for a driver increased 91.1% and the labor cost for a pitcher increased 94.6% since 1957. The operating costs to move a ton of garbage rose 17.4% after considering the more efficient type of equipment used in 1967 as compared to 1957. The operating costs to process garbage at the dump site increased more than 300% over the last 10 years. I have verified through the Bank of Nevada that the Cost of Living Index for the Las Vegas area has increased 19.8% during the last 10 year period and that on the national level the anticipated increase for the year 1968 will exceed 3%.

At the present time the monthly garbage rate in the City of Las Vegas if \$1.84, which rate has been in effect since 1962. The monthly garbage rate in Clark County and in Henderson is also \$1.84. For further comparisons the monthly garbage rate in the Reno-Sparks area for many years was \$1.90, and on January 1, 1968 this rate was increased to \$2.20. However, the Peno-Sparks rates are based upon one pickup per week whereas in Clark County all of the rates are based upon two pickups per week.

Based upon all of the known facts I would recommend that rather than accept their request for increasing their garbage rates from \$1.67 to \$2.09, or 25%, that we agree to a 10% increase or \$1.84 per month, which would then bring us in line with the rate that has been in effect in the City of Las Vegas for the past five years. I would also recommend that if Council agrees to this proposed rate adjustment that a new agreement be drawn up with the stipulation that the new rate be firm for a period for five years and any further rate adjustment thereafter be tied in to a cost of living index formula for Clark County.

Milton Weiss

MW/af

1300 North "A" Street . P. O. Box 4277 LAS VEGAS, NEVADA 89106 Telephone 385-3464

February 5, 1968

13 168

Mr. Clay Lynch City Manager City of North Las Vegas North Las Vegas, Nevada

Dear Mr. Lynch:

In accordance with our request for an increase in garbage disposal rates within the City of North Las Vegas and an extension of the existing disposal contract between Disposal Transportation, Inc. and the City of North Las Vegas as previously outlined in our letter under date of December 5, 1967, may we submit, for your consideration, the following attached supplemental facts concerning relative increases in costs during the period of the existing contract to date.

We, are of the opinion, that this information is extremely pertinent to our application and respectively invite your attention to this supplemental data.

> Respectively submitted DISPOSAL TRANSPORTATION, INC.

Vice President

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FEB 25 1972

CITY OF NORTH LAS VEGAS

13/5/67

Dispulat Transportation, Inc.

1300 North "A" Street . P. Q. Box 4277 LAS VEGAS, NEVADA 89106

Tolephone 385-3464

December 5, 1967

Mr. William L. Taylor, Mayor City Councilmen: Messrs. C. R. Cleland, John E. Myers, Jack R. Petitti, and Wendell G. Waite City Hall North Las Vegas, Nevada

Gentlemen:

The undersigned, President of Disposal Transportation, Inc., respectfully requests:

- 1. That that certain contract made and entered into by and between the predecessor-in-interest of Disposal Transportation, Inc., and the City of North Las Vegas on the 7th day of October, 1957 be extended for a period of 15 years (10 years with a five year option), or to January 31, 1987.
- 2. That an increase in rates be allowed. We respectfully invite your attention to the fact that since October 7, 1957 (over 10 years), we have not had an increase in rates and we do now respectfully request an increase of at least 25%.

Enclosed herewith for your consideration are financial statements and supporting computations prepared by the Company's CPA's substantiating the necessity for the proposed increase in rates.

With respect to Item 1 above:

Disposal Transportation, Inc. has remaining on the existing contract, as renewed, approximately four years. It is believed by the undersigned, as well as the officers and directors of the Company that from October 7, 1957 to the present date that the services rendered to your City far surpassed those rendered throughout the remaining Western states for the rates assessed.

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GITY OF NORTH

LAS VEGAS

I am sure that you are aware by prior investigations as well as trade journals that the services performed in the City of North Las Vegas are much more extensive and without the troublesome limitations imposed by similar contracts in other cities of the Western states. I would like to make specific mention of the fact that save and except for the limitation as to size of container, our Company picks up, grass, tree clippings, and there is no necessity of segregating dry from wet garbage, although this procedure is required in many other cities.

During all of the time of our contract, our Company has provided the finest and most utilitarian equipment for the removal and disposal of garbage and refuse. By virtue of the use of such equipment, however, we will be required to replace completely all of such equipment within a span of less than four years which is immediately prior to the expiration of the existing contract. Our need for the requested extension, therefore, becomes all the more apparent as it could not be said to be good prudent business practice to undertake the expenditure of substantial sums of money replacing existing equipment with such a short period remaining to be performed under the contract.

We feel that by an extension of the existing contract for an additional 15 year period (10 years + a five year option), we could continue to render superior service with the most utilitarian equipment. We, therefore, solicit your favorable consideration of this request.

As to Item 2, a request for rate increase:

We wish to point out that no increase at all has been made available to our Company from the City from the inception of our relationship by contract referred to above, commencing October 7, 1957. It is deemed unnecessary to submit statistics to demonstrate it, since it is a well-known fact, but since 1957 to the present date, a period of 10 years, the cost of living has increased substantially.

It is of evidentiary value to point out that since October 7, 1957 the basic pay rate for the employees of our Company has tremendously increased. In 1967, our driver's rates

MICE-

FEB 25

city of 110 Las vegas has been at \$3.50 and the pitcher's rate at  $$3.37\frac{1}{2}$ , constituting a 91.8% increase for drivers and for pitchers 90.4%. These statistics, while evidencing tremendous cost of labor increase does not fully reflect the cost to the Company therefor. Since 1957, substantial fringe benefits have been required and agreed upon through collective bargaining negotiations between the Company and the Teamster's Union. When these fringe benefits are likewise taken into account, the increase of the basic pay for drivers would be in excess of 110%.

Your City has heretofore applied a formula of book value of plant and equipment plus 45 days working capital in applying rate settings in connection with our Company, as is reflected on the financial statements enclosed herewith. The financial statements further disclose that for the fiscal year ended September 30, 1967, the Company suffered a loss in excess of \$40,000.00 and unless a rate increase is effected, serious economic problems to the Company are a certainty.

Your attention is, therefore, respectfully invited to said financial statements wherein our accountants have set forth, based upon the formula adopted by your City, a schedule of projected rate of return and raise in rates necessary in order to overcome continued financial loss to the Company. We believe these records will substantiate the reasonableness of our request for a 25% increase over existing rates.

We, therefore, respectfully request that you give consideration to the above enumerated requests. Our officers and employees will be available, together with the records of our Company, in order to furnish any and all information you deem necessary.

Respectfully yours,

DISPOSAL TRANSPORTATION, INC.

ester L. LaFortune

President

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FEB 25 15/2

GUY OF HORIN

#### DISPOSAL TRANSPORTATION, INC.

### CITY OF NORTH LAS VEGAS RATE INCREASE

#### 1. COMPUTATION OF LABOR RATES - 1957 - 1967

#### COST PER HOUR:

| <b>*</b> *              | DRIVER      |             | PITCHER      |             |
|-------------------------|-------------|-------------|--------------|-------------|
|                         | 1967        | 1957        | 1967         | 1957        |
| DIRECT LABOR COST       | 3.500       | 1.825       | 3.375        | 1.725       |
| PAYROLL TAXES           | .277        | .102        | .268         | .097        |
| VACATION PAY            | .157        | .082        | .151         | .077        |
| GROUP INSURANCE         | .080        | .075        | .080         | 075         |
| UNIFORMS                | .033        | :033        | 033          | .033        |
| TOTAL LABOR HOURLY COST | \$4.047     | \$2.117     | \$3.907      | \$2.007     |
| •                       | <del></del> | <del></del> | <del> </del> | <del></del> |

PERCENTAGE INCREASE

91.1%

94.6%

- 2. Cost of living index in the Las Vegas area has increased by 19.8% during the ten year period, 1957 to 1967. The base was adjusted in 1960; however, according to an independent expert, of whom, this fact was obtained, the 19.8% increase in cost of living index reflects the necessary conversion adjustments to compute the increase on a consistent basis. We are further advised that on a national level, the anticipated cost of living index for the year 1968 will exceed 3%. We are confident that the Las Vegas area will also be faced with the national expected increase in the cost of living index.
- 3. Based upon an analysis of the cost of pickup, transporting, and disposing of garbage and trash in the Las Vegas Valley area, we submit the following facts and information for the year 1957 and 1967.

|             |                                    | 1967    | <del></del> | 1957                |       |
|-------------|------------------------------------|---------|-------------|---------------------|-------|
|             | OTAL CUBIC YARDS DEPOSITED AT DUMP | 710,605 | cu yds.     | 150,240 cu yd       | s.    |
| AVERAGE COS | T FOR CUBIC YARD                   | \$ 3.37 | •           | \$ 2.87             |       |
| AVERAGE COS | T PER TON                          | \$16.85 |             | \$14.35             |       |
| AVERAGE COS | T PER CUBIC YARD<br>AT DUMPSITE    | \$ .13  | per cu      | yd Mycson, 04 per c | u yā. |

CITY OF HORSE

From this information, it can be readily determined that even by a more efficient method of operation, the labor costs, cost of living in the area and the regulations of the air polution control have forced unit costs to constantly increase.

micro planso

P.W. - Sheet Dearly Clerk 4467

March 15, 1967

Mr. Lester L. LaFortune, President And Silver State Disposal Service, Incorporated 1300 North "A" Street
Las Vegas, Nevada

Dear Mr. LaFortune:

The City of North Las Vegas, in cooperation with the Chamber of Commerce, Junior Chamber of Commerce, and the Retail Merchants' Association, College Park Shopping Center is in the planning phases to conduct a "Spring Clean-Up, Paint-Up, Fix-Up campaign, scheduled for the period of April 1 through April 30, 1967.

In view of the fact that the City won a National Award for its activities in this program for 1966, every effort will be put forth to compete for the highest National Award for the year 1967.

Based upon the strong desire of all participants to conduct the best possible Spring Clean-Up campaign, we are requesting that the Silver State Disposal Service, Incorporated provide the City with ten, three-yard dumpsters, placed at certain locations and dumped once a week, during the period of April 1 through 30, 1967. Suggested locations are:

Bartlett and White, Oakwood and Civic Center Drive,
Carey and West, Kenneth and Judson, Tonopah and MICRO File
Statz, Palmer and Tonopah, Woodard and Taylor,
Princeton and Rose, Yale and Tonopah, Arrowhead
and Cartier.

In order to efficiently carry out this planned program we also request that the City be permitted to borrow the special type truck used to load, dump, and return to placement for that month. If this request is complied with the City agreed, is to provide upkeep, repair and maintenance on said vehicle; provide gas, oil and water for said vehicle and provide a qualified, competent driver for said vehicle.

Yours very truly,

Disposal Transportation, Inc.

1300 North "A" Street . P. O. Box 4277

1A5 VEGAS, NEVADA 89106

Telephone 385-3464

February 25, 1966

Disposal Transportation, Inc. 1300 North A Street Las Vegas, Nevada

Gentlemen:

Receipt is hereby acknowledged that on this 25th day of February, 1966, the City of North Las Vegas, Nevada did acquire and receipt for, by this document, a copy of the financial statements of Disposal Transportation, Inc., a Nevada corporation, the licensed garbage franchise holder, for the fiscal year ended September 30, 1965.

Date Deputy (V)

City of North Las Vegas, Nevada

MICPO FILMED

FEB 25 1972

CITY OF NORTH-LAS VEGAS

October 16, 1962

Mr. Lester L. LaFortune, President Disposal Transportation, Inc. 1300 North "A" Street, P. O. Box 1609 Las Vegas, Nevada

Dear Mr. LaFortune:

The enclosed copy of "Disposal Study," as prepared by our City Treasurer, is being mailed to you in compliance with the request of the North Las Vegas City Council at their meeting of October 8th.

Yours very truly,

(Mrs.) Helen G. Pivoda City Clerk

HGP/sk Enc.

# GARBAGE CO. REVENUE BASIS NLV ACCOUNTING RECORDS

| Monthly Gross - May, 1968<br>Projected Annual Gross<br>Plus 14% Growth Factor | 2        | \$ 11,436.55<br>137,238.60<br>19,213.40 |                       |
|-------------------------------------------------------------------------------|----------|-----------------------------------------|-----------------------|
| Total Estimated Revenue                                                       |          | \$156,452.00                            | \$156,452.00          |
| Operating Expense (Salgo 5% Franchise Fee on Incre 5% Collection Fee on Inc   | ease     | 117,237.18<br>1,527.64<br>1,527.64      |                       |
| 5% Increased Operating Costs A/C Growth                                       |          | 5,861.86                                |                       |
| Payroll Increase (Salgo I                                                     | Report)  | 2,421.90                                |                       |
| Increased Operating Exper<br>(Per Salgo Report)                               | nse      | 3,021.26                                |                       |
| Total Operating Expense                                                       |          | \$131,597.48                            | ,131,597.48           |
|                                                                               | Profit 1 | Before Taxes                            | \$ 24,854.52          |
| Less Federal Income Tax                                                       | Net Pro  | fit after Taxes                         | 7,456.36<br>17,398.16 |
|                                                                               | <b>A</b> |                                         |                       |

24,144

RATE BASE (Plant & Working Capital)
Rate of Return - 72%

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date October 4, 1962

To. Mr. Clay Lynch

Department:

City Manager

From Mr. Milton Weiss

Department

City Treasurer

Subject: Request for Rate Increase - Misposal Transportation, Inc.

to the Mayor and Coucil from Disposal Transportation Inc. with which they enclosed data in support of their request for a 10% increase in garbage disposal rates for services performed in North Las Vegas.

The Finance Department have excefully studied the figures submitted and wish to comment on same as follows:

- 1. The prime factor in this matter is naturally the gress income the garbage company receives from collections in our city. He do not agree with their projected annual income for the year beginning July 1, 1962. To obtain an accurate growth factor for projected revenue we compared our own garbage billing for the average of a six months period from January 1 to June 30, 1961 as against the average of the six months period from January 1 to June 30, 1962 and this indicates an annual growth factor or increase in billings of 15.1%. We then used our actual monthly billing of July 1962, and after annualizing same and finally adjusting this figure by the growth factor of 15.1% the projected annual revenue for the garbage company for the year beginning July 1, 1962 would be \$161,969.73 as compared to their estimate of \$133.300.00.
- 2. For the period prior to about June 1, 1962 and according to their own records, the garbage company had in our service the equivalent of 3 1/3 trucks and which they advised were more or less on the obsolete side. In their latest submission they now show the use of two brand new trucks, one truck not quite 2 years ald and the 4th truck about 3 1/2 years old. The foregoing is pointed out for the reason that while they have increased their depreciation as an expense item and likewise increased truck operating wages, fuel, repairs, insurance, etc. they have failed to give consideration to the increased afficiency made possible by the use of the new equipment.
- 3. Most of the figures which they show as truck expense have been very much inflated. For example, they admit to a \$1600,000 error in their annual depreciation expense. They was along \$1000.00 per month for truck maintenance and repair which we consider excessive in light of their new equipment. Taken, considered excessive by possibly \$2000.00 or more is white

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date

To:

Department:

From

Department

Subject:

- 2 -

indicated expense for fuel and all. Their indicated expense of \$3300.00 for tires and takes also appears to be expensive in light of the new equipment.

- h. Under their Indirect Expense entegery they show paper callection fees of \$2500.00. However, they fail to show on the income side revenue derived from the sale of the paper collected which should more than offset the callection fees.
- 5. Under the category of Administrative Expense it would appear that a number of items are out of line and excessive such as Personnel Expense, Rent, Administrative Service, Administrative Auto and Truck Service and Insurance.
- 6. To sum up their report, they underestimated the antisipated revenue, overestimated their anticipated expense and as a result of which they claim an anticipated less of \$6160.00 for the year ending June 30, 1963.

It is interesting to note that a comparison of their ensual income statement for the six months ending March 30, 1962 as against their figures attached hereto show an operating expense ingrease of 20.6%. The unjor factor in this increase is due to an infinite of wages for trusk services.

It will also be noted in their statement that they consider a reasonable rate of return on their invested capital to be not loss than 10% nor greater than 15%. They further comment that the City of Las Vegas concurs with the feregoing. They also point out that in order to obtain a rate of return of 10% on invested capital they would require an increase of 13.3% over present garbage rates.

I am attaching herete our estimated annual rate of return (Schedule I)
using our own estimated annual grees revenue figures which include the growth
factor adjustment of 15.1%, which also includes 5% additional franchise feet
plus 5% additional collection fees on the difference in their estimated
revenue and ours; also added to their operating expenses is an additional 5%
to compensate for the growth factor. The net result of the computation of
Schedule I indicates the garbage company usuld enjoy an annual rate of recipies
on their invested capital of 12.75%. This personness figure would naturally a collection figure rather than their obviously inflated estimates

# CITY OF NORTH LAS VEGAS INTER - OFFICE MEMORANDUM

Date

To:

Department:

From:

Department:

Subject:

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It should be pointed out that the compatation of the rate base which is also identified as their Plant Depreciated Fixed Assets, which is used to determine the animal rate of return will be affected each year, for the simple reasons that the revenue will increase and while at the same time their Plant Depreciated Fixed Assets will decrease at the rate of approximately \$12,000 per year. To emphasize this contention I am attacking Schedule II in which is further projected the garbage company's revenue, operating expenses, not profit after taxes and which indicates that they possibly can anticipate an annual rate of return on their invested capital of 32.4% for the year ending June 30, 1964. Theoretically, and by the same process, their annual rate of return will indrease each year until their Plant Depreciated Fixed Assets is increased by the acquisition of new trucks.

In view of the foregoing, it would be the recommendation of the Pinance Department to deny the request of the garbage company for an increase in collection rates. As brought out in my memorandum to you of June 19, 1962, regulatory agencies consider a fair named rate of return on invested capital to be between 5.75% and 8.25%. A rate of return over 8.25% is considered as to be "out of line" and excessive.

Mi/da Enc. Milton Veles City Treasurer



1300 NORTH "A" SYREET " P. O. SOK 1400 LAS YESAS, NEVADA DUDLEY 1-7272 August 9, 1962 Honorable William L. Taylor Councilmen: Boyd C. Bulloch James B. Kelly John E. Myers Jack Petitti Attention: Clay Lynch, City Manager Gentlemen: In order to expedite positive action on our request for a 10% increase in disposal rates and at the request of Mr. Lynch, we hereby submit a Pro-Forma Income Statement for the twelve month period ended June 30, 1963 with accompanying notes and comments as we deem necessary under the circumstances. .We respectively request that this additional financial statement will enable the Honorable Commission to act favorably on our application for a 10% increase in disposal rates, so that we may continue our efficient and excellent service to the residents on North Las Vegas without impairing the financial structure of our company. Respectively submitted, DISPOSAL TRANSPORTATION, INC. Lester L. LaFortune. President And Control of the Co LLF/mb

8/9/62

Disposal Transportation, lag.

1300 NORTH "A" STREET O P. O. DOX 1609

LAS VEGAS, NEVADA
DUDLEY 4-7272

August 9, 1962

Honorable

William L. Taylor Boyd C. Bulloch

Councilmen: Bo

James B. Kelly John E. Myers

John E. Myers Jack Petitti

Attention:

Clay Lynch, City Manager

Gentlemen:

In order to expedite positive action on our request for a 10% increase in disposal rates and at the request of Mr. Lynch, we hereby submit a Pro-Forma Income Statement for the twelve month period ended June 30, 1963 with accompanying notes and comments as we deem necessary under the circumstances.

We respectively request that this additional financial statement will enable the Honorable Commission to act favorably on our application for a 10% increase in disposal rates, so that we may continue our efficient and excellent service to the residents on North Las Vegas without impairing the financial structure of our company.

Respectively submitted, DISPOSAL TRANSPORTATION, INC.

Lester L. LaFortune,

President

LLF/mb



6/19/6:

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date June 19, 1962

To:

Mr. Clay Lynch

Department

City Manager

From:

Milton Weiss

Department

City Treasurer

Subject:

DISPOSAL TRANSPORTATION COMPANY REQUEST FOR 10% RATE INCREASE.

The following information and statistics are being presented to assist the City Administration in determining whether;

- 1. Disposal Transportation Company is presently deriving a satisfactory rate of return (based on their plant depreciated fixed assets) basis current garbage hauling rates, or;
- 2. If not, what would their rate of return be if we granted their request for a 10% across the board increase.

To determine garbage company revenue for a projected period of one year, actual billing as taken from our books for the month of May, 1962, was used as a foundation. To have gone back further in the past in order to determine gross billing would not be equitable to our City as we are experiencing a steady and constant rate of growth. (Our Auditors report of May 29, 1962, estimates a City growth factor of 14%). To give the garbage company the benefit of any doubts as to the accuracy or fairness of method of computing their projected annual revenue, I have deliberately ignored the 14% growth factor. In other words, we are assuming the City will stand as is in the future. As a matter of fact, the garbage company has admitted to us an approximate increase in revenue of 11 to 12% for their past fiscal year. This of course substantiates our Auditors forecast of growth.

In the preparation of the following calculations we have taken into consideration the increase in labor costs to the garbage company of \$2,421.90 per year, also their own estimate of increased operating costs per year of \$3,021.26.

When calculating the "RATE BASE" we applied the conventional method approved by regulatory agencies throughout the country controlling and governing rate structures of public utilities.



# CITY OF NORTH LAS VEGAS

# INTER - OFFICE MEMORANDUM

Date

| To:                                              | Department                |                |
|--------------------------------------------------|---------------------------|----------------|
| From:                                            | Department                |                |
| Subject:                                         |                           | Page 2         |
|                                                  |                           |                |
| Monthly Gross, May, 1962                         | \$11,436.55               |                |
| Projected Annual Revenue                         | 137,238.60                | \$137,238.60   |
| Operating Expense                                | ·                         |                |
| Projected Annual Expense<br>(Basis Salgo Report) | 117,237.18                |                |
| Payroll Increase                                 | 2,421.90                  |                |
| Increased Operating Costs                        | 3,021.26                  |                |
|                                                  | 122,680.34                | 122,680.34     |
|                                                  | Gross Profit Before Taxes | 14,558.26      |
|                                                  | Less Federal Income Taxes | 4,367.48       |
| )                                                | Net Profit After Taxes    | \$10,190.78    |
| Computation of Rate Base                         |                           |                |
| Plant Depreciated Fixed Assets                   | 3                         | 9,102.00       |
| Plus 45 days Working Capital 30 days - \$10,23   |                           |                |
| 45 days 515,33                                   | 35.00                     | 15,335.00      |
|                                                  | RATE BA                   | SE \$24,437.00 |
| ANNUAL RATE OF RETURN ON RATE                    | BASE 41.7%                | MICPO FOR      |
| (Net profit divided by r                         | rate base)                | MICPO FILMED   |

6/19/62

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date

To:

Department

From:

Department

Subject:

Page 3

If the garbage company was granted a 10% increase and using identical projected revenues, operating expenses and RATE BASE factor and after making due allowances for their increased costs account franchise and collection fees plus Federal Taxes, the rate of return on their rate base would then increase to 75.36%, as shown by the figures below.

| Projected Annual Revenue                |                    | \$137,238.60              |              |
|-----------------------------------------|--------------------|---------------------------|--------------|
| Plus 10% Rate Increase                  |                    | 13,723.86<br>\$150,962.46 | \$150,962.46 |
| Operating Expenses                      |                    | •                         | •            |
| Projected Annual Expense                |                    | \$117,237.18              |              |
| 5% Additional Franchise Fees            |                    | 686.19                    |              |
| 5% Additional Collection Fees           |                    | 686.19                    |              |
| Payroll Increases                       |                    | 2,421.90                  |              |
| Increased Operating Costs               |                    | 3,021.26                  | •            |
| increased operating costs               |                    | \$124,052.72              | 124,052.72   |
|                                         | Gross Profit       |                           | \$26,909.74  |
|                                         | Less Federal Taxes |                           | 8,493.06     |
| . · · · · · · · · · · · · · · · · · · · | Net Profit         |                           | \$18,416.68  |
|                                         | Rate Base          | \$24,437.00               |              |

Annual Rate of Return on Rate Base ----

In conclusion wish to state that it is our understanding that a fair annual rate of return on the "RATE BASE" is between 5.75% and 8.25%. Regulatory agencies consider a rate of return over 8.25% to be "out of line" and excessive.

Milton Weiss





1901 EAST COLLEGE MIDWAY 2-2103

# City of North Las Benas

June 18, 1962

Rudd, Rellins and Salgo Certified Public Accountants 2020 East Charleston Boulevard Las Vegas, Nevada

Attention: Joseph I. Salgo

Dear Mr. Salgo:

I have in my hand your letter addressed to myself and the City Council of North Las Vegas dated May 29, 1962, wherein you have examined the request for disposal rate increase of the Disposal Transportation, Inc. The report itself seems to be in order, however, your opinion in the last paragraph of the letter leaves much to be desired.

You stated in your letter that because of your close relationship with the disposal company CoPaAs, Hr. Joseph Anstett, that the best interests of the City would be served if you neither recommended approval non-recommended disapproval of the proposed rate increase.

Mr. Salgo, your opinion and that of your associates is what the City of North Las Vegas hired you for. You didn't hesitate to give your opinion on the Phelps Pump and Equipment transaction; you didn't hemitate to say in your report on the same, that you felt the City had been neglectful in their respensibilities as far as Pheips Pump and Equipment were concerned. We have hired you to audit our books and to give ws epinions when necessary. It has been some menths fince we asked you to give an opinion on the Disposal Transportation, Inc. rate increase. It took a long time for you to come up with this report and as far as I am concerned, it is a worthless report since you did not give us an opinion which is what we asked you to do.

If you had not wanted to give us an opinion in this you should have stated so before you prepared your inspection, and not several months later submit a report without your official opinion included. After all, I believe there should be some concern shown to the City, for we are paying the tab.

After reading the above, this letter seems a little bit hard, but this is the way we feel (myself and the City Council). I would not want you or your associates to think there is anything personal in this criticism, for your reputations are without question MICRO FILMED

Simcerely,

FEB 25 1972

Hayor William L. Tayloffy OF NOR H LAS VIGAS



# Disposal Transportation, Inc.

1300 NORTH "A" STREET . P. O. DOX 1609

LAS VEGAS, NEVADA DUDLEY 4-7272

February 13, 1962

Honorable William L. Taylor Councilmen: Boyd C. Bulloch

James B. Kelly John E. Myers Jack Petitti

Attention: Clay Lynch, City Manager

Gentlemen:-

Disposal Transportation, Inc. has been operating under a contract with your city for the collection of garbage and refuse which contract has approximately ten years remaining.

Said company has been confronted with, and has absorbed a substantial increase in the cost of labor and materials, and, in accordance with the pro-forma income statement prepared by the accountants for the company, allowing for these increases, it would indicate that for the fiscal year ending September 30, 1962 if the operation continues at the same rate, the net profit of said company would amount to the low figure of \$1,740.00 for the year.

Therefore, in accordance with the provisions of said contract, we respectfully request that your Honorable Board give consideration to a rate increase of 10%, applicable to all accounts within the city limits of North Las Vegas, Nevada. This increase of 10% represents an additional charge of 17 cents per month per residence.

We have heretofore taken the liberty of furnishing to your city manager a copy of the report on examination and financial statements for the year ending September 30, 1961 and, upon request, will present all of our books and records together with a pro-forma statement of income and expenses from September 30, 1961 to the projected date of September 30, 1962.

MICRO FILMED

FEB 25 1972

City of North Las Vegas

7/13/62

#### Page 2

It is the feeling of the officers and directors of the company that the company has rendered adequate and valuable services under the contract and, since there has been no rate increase request for a period of ten years, it would seem that our request should receive your able and early consideration.

Respectfully submitted,

DISPOSAL TRANSPORTATION, INC.

CC: Helen G. Pivoda, Clerk Harvey Dickerson, Esq. City Attorney

D46 4/62 February 1, 1962 Mr. L. L. LaFortune, President Disposal Transportation, Inc. 1300 North "A" Street P. O. Box 1609 Las Vegas, Nevada Dear Les: You will recall that we requested a current balance sheet in a letter to you on December 29, 1961. We still haven't heard from you. Yours truly, Clay Lynch City Manager CL/sk

Repeathor this

December 29, 1961

Mr. L. L. LaFortune, President Disposal Transportation, Inc. 1300 North "A" Street P. O. Box 1609 Las Vegas, Nevada

Dear Les:

You will recall that we requested a current balance sheet in a letter to you on October 4th. We still haven't heard from you.

Yours very truly,

Clay Lynch City Manager

CL/sk

FLE 25 B12

October 4, 1961

Mr. L. L. LaFortune, President Disposal Transportation, Inc. 1300 North "A" Street P. O. Box 1609 Las Vegas, Nevada

Dear Les:

It appears after a brief examination of garbage collection fees that this year's revenue will run approximately 24% over last year's revenue. As you know I have endeavored for over a year to obtain a current balance sheet on the operations of your company without any success. Perhaps you will agree that we have been more than patient and supply us with a balance sheet at your earliest opportunity.

Yours truly,

Clay Lynch City Manager

CL/sk

Major Propins

FEB 25 1972

CATY OF REDECTI

#### ORDINANCE NO. 188

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA, AMENDING SECTION 9, SECTION 11 AND SECTION 12 OF ORDIN-ANCE NO. 7 ENTITLED, "AN ORDINANCE DEFINING GARBAGE, RUBBISH, DIRT, AND DEAD ANIMALS; REGULATING THE COLLEC-TION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT AND DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS; THE FEES TO BE PAID THEREFOR AND MATTERS RELATING THERETO; AND PROVID-ING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CON-FLICT THEREWITH", AND REPEALING ORDINANCE NO. 82 ENTITLED, "AN ORDINANCE TO AMEND SECTION NO. 11 OF ORDINANCE NO. 7 BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLEC-TIONS AND REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH", AND REPEALING ORDINANCE NO. 108 ENTITLED, "AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, MEVADA, AMENDING SECTION NO. 1 OF ORDINANCE NO. 82 ENTITLED, "AN ORDINANCE TO AMEND SECTION NO. 11 OF ORDINANCE NO. 7, BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH", BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY"; PROVID-ING CERTAIN REQUIREMENTS IN REGARD TO GARBAGE RECEPTACLES; PROVIDING FOR THE ESTABLISHMENT OF RATE SCHEDULES FOR GARBAGE COLLECTION SERVICES AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN EMERGENCY.

WHEREAS, the collection of charges for the service of the removal of garbage and trash can be most efficiently handled by the finance office of the City of North Las Vegas; and

WHEREAS, it is necessary to supplement the terms and conditions of the existing ordinances; and

WHEREAS, certain revenues to the City of North Las Vegas can be increased by the prompt revision of our present procedures.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL AND MAYOR OF THE CITY OF NORTH LAS VEGAS:

SECTION 1. Section 9 of Ordinance No. 7 shall be amended to read as follows: Every person, firm, association or corporation owning or managing any place of business, public building, multiple dwelling or residence, except as provided in Section 13 of this ordinance shall provide a receptacle or receptacles sufficient for the depositing of all garbage, rubbish, dirt from his, its or their premises and shall on each collection day prescribed by the City or its contractor, place said receptacle in the alley adjoining his premises, or, if there be no alley, shall place said receptacle in an accessible location at the side of the public street, adjoining his place of business, public building, multiple dwelling, or residence, (which shall be amended as follows) on the regular collection day established in the area of such location and such receptacles shall be returned to the rear of the property or building as soon as practicable after collection has been made and during the same regular collection day, provided that no single receptacle shall have a capacity in excess of forty (40) gallons or 5.34 cubic feet; and no person shall remove any such garbage, rubbish, or dirt from such receptacles after it has been deposited therein except the City of North Las Vegas, its authorized agents or contractors, or their employees. All such receptacles shall be provided with proper fly-tight lids and it shall be a violation of this ordinance to use any receptacle not provided with proper fly-tight lids and it shall be a violation of this ordinance to use any receptacle not provided with proper

SECTION 2. Section 11 and Section 12 of Ordinance No. 7 shall be amended to read as follows: The rates chargeable for the services of the collection of garbage, rubbish, and trash shall be established by motion of the Mayor and City Council and may be revised from time to time upon posting of a schedule of rates in the City Hall and publication in an appropriate newspaper as a regular notice.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. The City Council of the City of North Las Vegas declares an emergency to exist necessitating the immediate passage and approval of this ordinance upon the first reading thereof, and approval of this ordinance upon the first reading thereof, and declares that this ordinance shall take effect immediately after its passage and approval and publication in the North Las Vegas Valley Times-News once a week for two consecutive weeks.

SECTION 5. The City Clerk of the City of North Las Vegas shall cause this ordinance to be published once a week for two successive weeks immediately following its first reading and adoption, in the North Las Vegas Valley Times-News, a weekly newspaper published in the City of North Las Vegas, Nevada.

PASSED AND ADOPTED THE 16TH DAY OF JANUARY, 1961.

AYES: Hartke, Houle, Lindenberg, Petitti and Strahan.

NAYS: None

ABSENT: None

APPROVED THIS 16TH DAY OF JANUARY, 1961.

/s/ Earl Hartke
EARL HARTKE, MAYOR

ATTEST:

/s/ Helen G. Pivoda HELEN G. PIVODA, CITY CLERK

(SEAL)



July 6, 1959 5% rate increase approved effective Octoberly 1959

Your failure to appear before the Oral Board precluded completing the processing of your application for the above position.

We appreciate your interest in City employment.

Yours very truly,

(Mrs.) Helen G. Pivoda Personnel Director

# INTER - OFFICE MEMORANDUM

Date: June 30, 1959

To: City Canaci linen

Department: City Council

From: Mayor Earl Mortin

Department: Executive

Subject: Contract - Southern Haverts Disposal Co.

This is to inform you, pursuent to the June 15, 1959
Council Meeting rointive to Largeining for a higher rate with
the Southern Neveco Cioposei Company, after two consultations
were had, it was agreed that beginning with the October, 1959
querter, thereafter the City will receive 5% of the gross receipts.

was the batter

EHthp

MICEO FILLED

FEB 25 1372

City of Morth. Las Vegas

#### ORDINANCE NO. 108

AN ORDINANCE OF THE CITY OF MORTH LAS VEGAS, NEVADA, LIENDENG SECTION NO. 1 OF ORDINANCE NO. 82 ENTITIED: "AN ORDINANCE TO AMEND SECTION NO. 11 OF CRDINANCE NO. 7, BY PROVIDING A NEW SCHEDULE OF RATES FOR CARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF CRDINANCES, IN CONFLICT HEREWITH, "BY PROVIDING A NEW SCHEDULM OF MATES FOR GARBAGE COLLECTIONS, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN SOMPLICE HEREWITH, AND DECLARING AN EMERGENCY.

TREAREAS, the present cost for collections of (arbage and trash within the City of North Las Vegas exceed the present revenues

being derived, and

THEREAS, the present ordinances are now working an economic hardship because the rates are too low, and WHEAREAS, the City is unable to acquire a suitable and satisfactory contractor who can collect said garbage and trash at the present existing rates, and

WHERFAS, unlegs said rates are increased, the City of North Las Vegas will be unable to continue with the present contractor pursuant to the provisions and terms of the present existing contract, and whereas, the increased development of the CITY AND RESULTANT,

increasing costs makes immediately necessary the enactment of this ordinance for the furtherance and promotion of the public welfare and health of the citizens of the City of North Les Vegas, the need for, the same having become scute and urgent, now, therefore .

EE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MORTH LAS

Section La Section No. 1 of Ordinance No. 82 is hereby amended to read VEGAS,

as follows: "Section No. 11 of Ordinance No. 7 is hereby amended to read

as follsws: Residences, Apartments and Multiple Units: The charge for (a) collecting, hauling and disposing of garbage, rubbish, dirt and dea animals from residences, apartments and multiple units shall be Five Dollars (\$5.00) per quarter year for each unit, payable in advance, commencing on or before the 130 day of January, 1954, and the further sums in said amount to be paid continuously thereafter on or before the first day of every three (3) months thereafter. In the event of multiple units, all quarterly fees shall be as follows: Five Dollars (\$5.00) per quarter year and 03.50 per quarter year for each additional unit in excess of one units

(b) Hotels, Auto Courts and Traller Courts where kitchen facilities are available. The charge for collecting and hauling garbage. rubbish, dirt and dead animals from hotels, auto courts and trailer courts where kitchen facilities are available shall be \$5.00 per quarter year for the first feally unit, and \$3.00 per quarter year for the first feally unit, and \$3.00 per quarter year for each additional femily unit, payable in advance, commencing on or the lat day of January, 1954, and the further sums in said amount to be paid continuously thereafter on or before the 1st day of every three

(3) months thereafter. (c) Hotels, Auto Courts and Trailer Courts where kitchen facilities are not available. The charge for collecting and hauling gara age, rubbish, dirt and dead animals from hotels, auto courts and trailer courts where kitchen facilities are not available shall be \$5,00 per quarter year for the first family unit and \$2.25 per querter year for each additional family unit, payable in advance, commencing on or before the let day of Jenuary, 1954, and the further sums in said amount to be paid continuously thereafter on or before the first day of every three (3) months thereafter.

(d) Flaces of Business and Public Buildings. The charge for

The charge for collecting and hauling garbage, rubbish, dirt and dead enimals from places of business and public buildings shall be determined by the number of receptacles required by each place of business or public cuildering and by the number of daily collections from said business or public building each week, in accordance with the following table;

2 COLIEC. 7 COLLEG. 6 COLLEC. No. CF - Per 24. - 845.00 PER WK..... \$37.50 PER UK **FEGERTACIES** 

\$38,00

\$35<sub>0</sub>00 1 The above amounts on said table refer to the regular quarterly payment regable in advance, commencing on or before the let day of January, 1954, and the further sums in said amount to be paid continuously thereafter on or before the first day of every three (3) months thereaffice.

#### CEDIMANCE 108 (echs/c)

Section 2. All ordinances of parts of ordinances in conflict herewith are hereby repealed.

Section 3. The City Council of the City of North Las Vegas declares an emergency to exist necessitiating the immediate passage and approval of this ordinance upon the first reading thereof, and declares that this ordinance shall take effect on midnight, 31st

day of December, 1953s after its passage and approval and publication in the North Las Vegas News once a week for two consecutive weeks.

Section h.c. The City Clerk of the City of Horth Las Vegas shall cause this ordinance to be published once a week for two successive weeks immediately following its first reading and adoption, in the North Las Vegas News, a weekly newspaper published in the City of Horth Las

FASSED AND ADOFTED this | 21st day of Docember, 1953.

WEBD, GILMORE, STANLEY, DUPHILLY, DOROTHY PORTER

THOME MAY

NOME ABSENT:

This 21st day of December, 1953. APPROVED:

/s/ Earl J. Webb MARL J. WEBB, Wayor of the City of Morth Las Vegas, Nevada

ATTESE:

/s/ Jame Lopez JANH LOFEZ, City Clerk of the City of Horth Les Vegas, Nevada

(SEAL)

CERTIFICATE

The undersigned do hereby cartify that, by unanimous consent of the entire City Council of North Las Vegas, the foregoing ordinance was read aloud in full when introduced at a regular meeting of said on said date by a unanimous vote.

> /s/ Earl J. Webb EARL J. WEBB, Wayor of the Vity of North Las Vegas, Nevada

ATTEST:

/s/ Name Lopez Jane Clerk of the City of Worth Les Vegas, Hevada

(CEAL)

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA, AMENDING SECTION NO. 1 OF ORDINANCE NO. 82 ENTITLED: "AN ORDINANCE TO AMEND SECTION NG. 11 OF ORDINANCE NO. 7. BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF ORDIVA NANCES, IN CONFLICT HEREWITH, "BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY.

WHEAREAS, the present cost for collections of garbage and trash within the City of North Las Vegas exceed the present Havenues

being darived, and

WHEREAS, the present ordinances are now working an economic hardship because the rates are too low, and
WHEAREAS, the City is unable to acquire a suitable and satisfactory contractor who can collect said gerbage and trash at the present existing rates, and

WHEREAS, unless said rates are increased, the City of North

Las Vegas will be unable to continue with the present contractor pursuant to the provisions and terms of the present existing contract, and WHEREAS, THE INCREASED DEVELOPMENT OF THE CITY AND RESULTANT, increasing costs makes immediately necessary the enactment of this ordinance for the furtherance and promotion of the public welfare and health of the citizens of the City of North Las Vegas, the need for, the same having become acute and urgent, now, therefore, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH LAS

VEGAS.

Section No. 1 of Ordinance No. 82 is hereby amended to read

"Section No. 11 of Ordinance No. / is hereby amended to read

as follows: (a) Residences, Apartments and Multiple Units: The charge collecting, hauling and disposing of garbage, rubbish, dirt and dea animals from residences, apartments and multiple units shall be Five The charge for Dollars (\$5.00) per quarter year for each unit, payable in advance, commencing on or before the 1st day of January, 1954, and the further sums in said amount to be paid continuously thereafter on or before the first day of every three (3) months thereafter. In the event of multiple units, all quarterly fees shall be as follows: Five Dollars (\$5.00) per quarter year and \$3.50 per quarter year for each additional

unit in excess of one unit.

(b) Hotels, Auto Courts and Trailer Courts where kitchen facilities are available. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from hotels, auto courts and trailer courts where kitchen facilities are available shall be \$5.00 per quarter year for each additional family unit, and \$3.00 per quarter year for each additional family unit, payable in advance, commencing on or the 1st day of January, 1951, and the further sums in said amount to be paid continuously thereafter on or before the 1st day of every three (3) months thereafter. unit in excess of one unit.

(3) months thereafter (c) Hotels, Auto curts and Trailer Courts where kitchen facilities are not available. The charge for collecting and hauling garabage, rubbish, dirt and dead animals from hotels, auto courts and trailer courts where kitchen facilities are not available shall be \$5,00 per quarter year for the first family unit and \$2.25 per quarter year for each additional family unit, payable in advance, commencing on or before the 1st day of January, 1954, and the further sums in said amount to be paid continuously thereafter on or before the first day of every/three (3) months thereafter,

Places of Business and Public Buildings. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from places of business and public buildings shall be determined by the number of receptacles required by each place of business or public building and by the number of daily collections from said business or public

building each week, in accordance with the Policuing table; 2 COLLEC. 6 COLLEC.

7 COLLEC. Mo. OF PER WK. RECEPTACLES PER WK Each additional Receptable. \$45°00 €37。50

**15,0**0 The above amounts on said table refer to the regular quarterly payment payable in advance, commencing on or before the 1st day of January, 1951; and the further sums in said emount to be paid continuously thereafter on or before the first day of every three (3) months there-

#### ORDINATOR 108 (comt)

Section 2. All ordinances of parts of ordinances in conflict

Section 2. All ordinances of parts of oscillations herewith are hereby repealed.

Section 3. The City Council of the City of North Las Vegas declares an emergency to exist necessitiating the immediate passage and approval of this ordinance upon the first reading thereof, and declares that this ordinance shall take effect on midnight, 31st day of December, 1953s after its passage and approval and publication in the North Las Vegas News once a week for two consecutive weeks.

Section 1. The City Clerk of the City of North Las Vegas that acuse this ordinance to be published once a week for two successions.

shall cause this ordinance to be published once a week for two successive weeks immediately following its first reading and adoption, in the North Las Vegas News, a weekly newspaper published in the City of North Las

Vegas.

PASSED AND ADOFTED this 21st day of December, 1953.

AYE: WEBB, GILMORE, STANLEY, DUPHILY, DOROTHY PORTER

NAY: NONE:

ABSENT: NONE

APPROVED: This 21st day of December 1953.

MARL J. WEBE, Mayor of the City of North Las Vegas, Neveda

ATTEST:

/s/ Jane Lopez
JANE LOPEZ, City Clerk of the City of
Worth Las Vegas, Nevada

(SEAL).

CERTIFICATE .

The undersigned do hereby certify that, by unenimous consent of the entire City Council of North Las Vegas, the foregoing ordinance was read aloud in full when introduced at a regular meeting of said on said date by a unanimous vote.

> /s/ Earl J. Webb EARL J. WEBB, Mayor of the lity of North Las Vegas, Nevada

ATTEST:

s/ Jame Lorez JANE LOPEZ: City Clark of the City of North Las Vegas, Hevada

(SEAL)

#### REVISED MONTHLY GARBAGE RATES

NOTICE IS HEREBY GIVEN of the schedule of revised rates to be effective November 1, 1969 for the collection of garbage and refuse by the City of North Las Vegas, in accordance with Ordinance No. 7 and Ordinance No. 394 of the City of North Las Vegas and in accordance with the motion of the City Council on October 6, 1969.

|   | COMMERCIAL GARBAGE RATES           |                              |
|---|------------------------------------|------------------------------|
|   | 2 Pickups per week (1 can)         | \$ 3.91                      |
|   | Each additional can                | \$ 3.91<br>\$ 3.91           |
|   |                                    | ,                            |
| ď | 6 Pickups per week (1 can)         | \$16.29                      |
|   | Each additional can                | 6.52                         |
| • |                                    | - •                          |
|   | 7 Pickups per week (1 can)         | \$19.55                      |
|   | Each additional can                | 7.82                         |
|   | Dagii dagicional can               | , , ,                        |
|   | HOTELS, MOTELS, TRAILER PARKS      |                              |
|   | Offices                            | \$ 2.18<br>\$ 1.30<br>\$ .98 |
|   | Each trailer space in park         | \$ 1.30                      |
|   | Each sleeping room on premises     | \$ .98                       |
|   |                                    |                              |
|   | MULTIPLE RESIDENTIAL UNITS         |                              |
|   | (From 2 to 8 apartments)           |                              |
|   | First apartment                    | \$ 2.59                      |
|   | Each additional apartment          | \$ 2.59<br>\$ 1.82           |
|   | RATES INCLUDE PICKUP SERVICE FOR   |                              |
|   | BULKY ARTICLES.                    |                              |
|   |                                    | ,                            |
|   | MULTIPLE RESIDENTIAL UNITS         |                              |
|   | (9 apartments or more)             |                              |
|   | First apartment                    | \$ 2.17<br>\$ 1.53           |
|   | Each additional apartment          | \$ 1.53                      |
|   |                                    |                              |
|   | RESIDENTIAL SINGLE FAMILY DWELLING | •                            |
|   | (Cans limited to 33 gallons)       |                              |
|   | No limit on standard size cans     |                              |
|   | 2 Pickups per week                 | \$ 2.59                      |
|   | RATES INCLUDE PICKUP SERVICE FOR   |                              |
|   | BULKY ARTICLES                     |                              |

PUBLISH: October 9 and 16 NLV Valley Times October 10 LV Review Journal

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CITY OF NORTH

LAS VEGAS

MICHER 25 THE

City madises. Di lealiter them is related that include them of Market for Removing, being alling, Furnishing and Installing deep 1811. Pumping Unit be effected. Specifications to be made available in The City Clerk's Office. Councilman Stanley than moved that Council authorize the publication of these notices, to be effected on December 2nd, 1953, Second Notice of Publication, December 9, 1953. Councilman Duphily seconded the motion. Carried unanimously.

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Mr. Perliter then brought up the subject of Flood Control Study.

Authorization had been granted by Congress in June of 1952; however, no funds had been voted for this purpose. It was suggested that letters be directed to the State Senators requesting that action be taken towards the voting in of these funds.

The proposed raise in garbage rates as submitted by the Southern Nevada Disposal Service then was brought up for discussion. It was decided that these raises be allowed. Councilman Gilmore moved that a resolution be adopted allowing the increase in rates as proposed by the So. Nevada Disposal Service and that an employe of said Company be deputized to effect collection of monies and enforce the garbage ordinance. Councilwoman Porter seconded the motion. Carried unanimously. The City Clerk was instructed to write Mr. Max Chasin to this effect.

Councilman Stanley moved that the meeting be adjourned. Councilman Gilmore seconded the motion. It was carried unanimously.

MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA.

December 7, 1953.

A regular meeting of the City Council of the City of North Las Vegas, in the County of Clark, and State of Nevada, was held in due compliance with the law and the ordinances of said City, at 7:00 o'clock P.M. at 1836 North Main Street in North Las Vegas, Nevada, on December 7, 1953. There were present and answering the roll call, the following constituting a quorum:

Mayor: Councilman: Earl J. Webb Warren T. Stanley Monry J. Durhily

# Southern Nevada Disposal Service, Inc. 97/13/13

1734 SOUTH MAIN STREET LAS VEGAS, NEVADA

**TELEPHONES 6638 - 3441** 

#### RATE SCHEDULE

First unit on one stop .

Additional Units on one stop ......

|                                                  |            |       | ٠<br>سام | -<br>E Ö      |             | _       |       | _   |         | نو             |            | •                  |                               |
|--------------------------------------------------|------------|-------|----------|---------------|-------------|---------|-------|-----|---------|----------------|------------|--------------------|-------------------------------|
| BUSINESS INC                                     |            |       |          |               | Auto        | Cot     | urts, | Tr  | ailer   | Court          | 31         | \$ . ·             |                               |
| Seven I                                          | Day pickup |       |          |               |             |         |       |     |         |                |            |                    | :                             |
| 1St Can                                          | ans, Each  | • • • | • •      |               |             | • •     | • •   | • • | • •     | 18.00          | Per<br>Per | Quater<br>Quater   |                               |
| Six Day                                          | pick up    |       | ٠.       |               | :           |         |       |     | •: ,, • | ···            |            | 19 ma de F         | ر ا<br>می <del>اد</del> شید د |
| 1St Can Additional C                             | lans, each | • • • | • • .    | • •           | • •,<br>• • | • •     | • •   | • • | • v.\$  | 37.50<br>15.00 | Per<br>Per | Quarter<br>Quarter |                               |
| Twice s                                          | week pick  | wp.   | • •      | • •           | • •         | <br>• • | • •   | • • | \$      | 9.00           | Per        | quarter            | perCan                        |
| HOTELS, AUTO                                     | COURTS, T  | RAILE | R COU    | R <b>T</b> S: |             |         |       |     |         |                |            |                    | -                             |
| Sleepir                                          | g rooms .  | • • • | • •      | • •           | • •         |         |       | •   | ••\$    | 2.25           | per (      | quarter            | ·                             |
| Barak dan da | <u> </u>   |       |          |               |             |         |       |     |         |                |            |                    |                               |

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FEB 25 1972

City of North Las Vegas 1 2 3

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AW OFFICES TAYLOR & GUBLER

Honorable Earl Webb, Mayor, and Members of the Board of City Commissioners, City of North Las Vegas, Clark County, Nevada:

Pursuant to the provisions of Paragraph XVI of the certain Agreement heretofore made and executed by and between the City of North Las Vegas and the undersigned company, NCTICE IS HEREBY GIVEN that the undersigned desires to renegotiate said Agreement with respect to rate charges, new rate charges to become effective October 1, 1953.

PLEASE TAKE FURTHER NOTICE that because of increased wages and operation costs, the City of Las Vegas granted the undersigned company an increase effective July 1, 1953, raising the rates for garbage collection for business establishments 25%, or thereabouts, and for residences \$.50 per quarter, and in order for the undersigned company to continue garbage collections in the City of North Las Vegas, it is necessary that the City of North Las Vegas grant similar raises, effective on the date indicated

DATED at North Las Vegas, Clark County, Nevada, this 18th day of August, 1953.

SOUTHERN NEVADA DISPOSAL SERVICE, INC.

Max Chasan By No Blank us Vice pris,

9/3/52

Ordinance No. 8a2

7.

AN ORDINANCE TO AMEND SECTION NO. 11 OF ORDINANCE NO. 7, BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES, OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH.

The Board of Commissioners of the City of Las Vegas does ordain as follows:

Section 1. Section 11 of Ordinance No. 7 is hereby amended to read as follows:

charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from residences, apartments and multiple units shall be \$1.50 per month for each unit, payable \$4.50 each and every three months in advance, but such charge may be paid annually in advance. In case of mutiple units, all quarterly fees shall be as follows:

2 Apartments \$7.50 7 Apartments \$22.50
3.4" 10.50 8 " 25.50
4 " 13.50 9 " 28.50
5." 16.50 10 " 31.50
6 " 19.50

- (b) Motels, Auto Courts; and Trailer Courts where hitchen facilities are available. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from Motels, Auto Courts, and Trailer Courts where kitchen facilities are available, shall be \$1.50 per month for the first family unit, and \$.75 per month for each additional family unit, payable in advance every third month, but such charge may be paid annually in advance.
- (c) Motels, Auto Courts and Trailer Courts where kitchen facilities are not available. The charge for collecting and hauling garbage, rubbish, dirt and dead animals from Motels, Auto Courts and Trailer Courts where kitchen facilities are not available shall be \$1.50 per month for the first family unit, and \$.40 per month for each additional unit payable in advance, each and every three months, or annually.
- (d) Places of business and Public Buildings. The monthly charge for collectin, hauling and disposing of garbage, rubbish,

dirt and dead animals from places of business, and public buildings, shall be determined by the numer of receptacles required by each such place of business or public building, and by the number of daily collections from each per week in accordance with the following table:

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| Number of Receptacles: | 2 Collections<br>per week | 6 collections<br>per week | 7 collections<br>per week |
|------------------------|---------------------------|---------------------------|---------------------------|
| 1                      | \$2.50                    | \$10.00                   | \$12.00                   |
| .2                     | 5.00                      | 4.00                      | 5.00                      |

For each additional receptacle over two there shall be added \$4.00 for six collections per week, or \$5.00 for seven collections per week; provided, however, that places of business or public buildings which require more than two receptacles and receive service on a two collection per week basis, shall pay the same monthly charge as for six collections per week.

Section 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 3. The City Council of the City of North Las Vegas declares an emergency to exist necessitating the immediate passage and approval of this Ordinance upon the first reading thereof, and further declares that this Ordinance shall take effect immediately after its passage and approval and after its publication in the North Las Vegas News once a week for two consecutive weeks.

Section 4. The City Clerk of the City of North Las Vegas is hereby authorized and directed to have this Ordinance published in the North Las Vegas News, a weekly newspaper printed and published in the City of North Las Vegas, for a period of two weeks, consisting of two publications in two issues only.

FASSED and aDOPTED this in day of Let

| 1                                                        | L. Place                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| 3                                                        | Nay:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5                                                        | Absent: Line                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 7                                                        | APPROVED this 3 nd day of eleptember, 1952                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| -9                                                       | Kenneth M. Reynolds                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10                                                       | MAYOR OF THE CITY OF NORTH LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11                                                       | ATTEST:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 13                                                       | Blanch Fraker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 14                                                       | CLEAK OF THE CITY OF MORTH                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 15                                                       | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 15<br>16                                                 | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                          | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16                                                       | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17                                                 | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18                                           | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19                                     | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20                               | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20<br>21                         | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20<br>21<br>22                   | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20<br>21<br>22<br>23             | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24       | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 16<br>17<br>18<br>19<br>20<br>21<br>22<br>23<br>24<br>25 | LAS VEGAS, NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

9

AN ORDINANCE DEFINING GARBAGE, RUBBISH, DIRT, AND DEAD AN IMALS:
REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT, AND
DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS: THE FEES TO BE PAID THEREFOR
AND MATTERS RELATING THERETO; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING CRIDINALICES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

The City Council of the City of North Las Vegas do ordain:

SECTION 1. The City Council of the City of North Las Vegas may, be contract or otherwise, or in any manner said Council may deem necessary for the health, safuty and welfare of said inhabitants, provide for the collecting and disposal of garbage, rubbish, dirt, and dead animals and other refuse from residences, multiple dwellings with or without kitchen facilities, places of business and public buildings, at the expense of the City or otherwise.

SECTION 2. Any person, firm, or corporation entering into a contrace with the City of North Las Vegas for the collecting, hauling and disposal of garbage, rubbish, dirt m d dead animals in the City of North Las Vegas. shall do so subject to the rules and regulations of the County Board of Health, and of such ordinances and amendments of Ordinances as said City may, from time to time, enact.

SECTION 3. DEFINITIONS FOR THE PURPOSE OF THIS CRDIMANCE:

(a) GARBAGE is defined as refuse, animal or vegetable matter from a kitchen, market or store, including every refuse accumiation of animal, fruit, or vegetable matter, liquid or otherwise, that attends preparation, use, cooking, dealing in or storing of meat, fish, fowl, fruit or vegetables, and all foul, noisome and filthy substance.

(b) RUBBISH is defined as old tin and iron cans and containers, old wood and paper boxes, old metals, wire, rope, cordage, bottles, bags, and bagging, rubber md rubber tires, paper, wood shavings, and all used or cast off articles or material, including old plaster, brick, cement, glass, old building materila, leaves and yard trimmings including tree trimmings

(c) DIRT is defined to include loose earth, ashes and manure, but exclusive of sand and gravel that is to be sued in construction work

(d) DEAD ANIMALS, as the term is used in this ordinance, is defined as all dead/animals or parts thereof (including condemned meats) and not intended to be used as food for man or animal.

(e) GARBAGE, RUBBISH, DIRT and DEAD ANIMALS, as defined and for purposes of this Ordinance, are declared to be nuisances per se.

(f) PLACE OF BUSINESS is hereby defined as any place of business

in the City of North Las Vegas licensed by said City, other than multiple dwellings, to conduct or carry on principally or exclusively and pursuit or occupation for the purpose of gaining a livelihood.
(3) PUBLIC BUILDINGS is hereby defined to be office buildings, clubs,

churches, schools, hospitals or other places of similiar character.

(h) MULTIPLE DWELLINGS is hereby defined to be two (2) or more family unit constructions (including apartments, motels, trailer courts, and auto courts) grouped together under the management of one person, firm, or corporation.

(i) RESIDENCE is hereby defined to be a building or dwelling wherein not more than one family resides or dwells, and where no business of any

kind is conducted.

SECTION 4. It shall be unlawful for any person to throw or cause to be thrown or deposited upon the premises or in the garbage receptacle of

another any garbage, rubbish, dirt or dead animal.

SECTION 5. It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited, or any street, alley, gutter or highway within the limits if the City of North Las Vegas, any dirt, rubbish,

garbage, or dead animal.

SECTION 6. It shall be unlawful for any person for the purpose of burning garbage, rubbish, dirt or dead animals, to kindle or maintain my bonfire or knowningly furnish the materials for any such fire or to authorize any such fire to be kindled or maintained in any garbage or rubbish receptacle, or to burn garbage, rubbish, dead animals, or dirk in a garbage or rubbish receptacle, or on my street, alley, road, or land either public or private within the City of North Lav Vegas, unless a written permit so to do shall first have been secured from the City Fire Department. Provided, however, that rubbish of a combustible nature may be burned in an incinerator duly approved by the Fire Chief.
SECTION 7. It shall be unlawful for any person, firm or corporation

other than the City of North Las Vegas or its agents or contractors, or

their employees, to collect within said City and haul, convey or transport any garbage, rubbish, dirt, or dead animals over or through the public streets or alleys of said City, or interfere in any manner with any receptacles containing garbage, rubbish, dirt, or dead animals, or to remove any such receptacle from the location where placed by the owner

thereof, orto remove any of the contents of such receptacles.

SECTION 8. It shall be unlawful to use any cart or vehicle for the conveyance or removal of garbage, dirt or dead animals unless the said cart or vehicle is staunch, tight, and closely covered with a wooden, metal, or tarp cover so as wholly to prevent leakage, sifting, spilling, drifting, blowing or small; or to use any cart or vehicle for the conveyance or removal of dirt or rubbish unless the said cart or vehicle be provided with a canvas cover securely fastened over the top thereof, and be so constructed as to prevent sifting, spilling, drifting, or blowing the deposit of such dirt or rubbish or any portion thereof, in or upon the streets through which said cart or vehicle may be driven.

SECTION 9. Every person, firm, association or corporation owning or managing any place of business, public building, multiple dwelling or residence, except as provided in Section 13 of this Ordinance shall provide a receptacle or receptacles sufficient for the depositing of all garbage, rubbish, dirt from his, its or their premises and shall on each collection day prescribed by the City or its contractor, place said receptacle in the alloy adjoining his premises, or, if there be no alley, shall place said receptacle in an accessible location at the side of the public street, adjoining his place of business, public building, multiple dwelling, or residence, provided, that no single receptacle shall have a capacity in excess of 50 gallons or 6.68 cu. ft.; and no person shall remove any such garbage, rubbish, or dirt from such receptacles after it has been deposited therein except the City of North Las Vegas, its authorized agents or contractors, or their employees.

SECTION 10. Before placing garbage in the receptacle, the liquid shall be drained therefrom and the garbage shall be wrapped in paper; provided, however, unwrapped garbage may be placed in metal receptacles having fly-tight lids and provided, however, unwrapped garbage may be placed in metal receptacles having flytight lids and provided, further,

auch garbage may be placed in the receptacle with rubbish. SECTION 11. FEES.

The charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals from a residence two times per week shall be \$1.00 per month, payable in advance, on the first day of each calendar month, provided that such charge may be paid quarterly, semi-annually

(b) The charge for collecting and hauling and disposing of garbage, rubbish, dirt and dead animals from multiple dwellings where kitchen facilities are available, shall be \$1.00 per month for the first family unit, and \$50 per month for each additional family unit, payable on the first day of each calendar month in advance, provided that such

charge may be paid quarterly, semi-annually or annually in advance.

(c) The charge for collecting and hauling garbage, rubbish, dirt and dead animals from multiple dwellings where kitchen facilities are not available, or where approved incinerators are used, shall be (1.00 per month for the first family unit, and (.25 per month for each additional unit payable in advance, on the first day of each calendar month, provided that such charge may be paid quarterly, semi-annually or annually in advance

(d) The monthly charge for collecting, harling and disposing of garbage, rubbish, dirt and dead animals from places of business and public buildings shall be determined by the capacity of the receptacles, the number of receptacles required by each place of business or public building, and by the number of daily collections from each per week in accordance with the following table:

No, of Receptacles

၌ Collections Per Week 10.00

' Collections Per Week **(9.50** 12,00

For each additional receptacle over two there shall be added \$2.50 for six collections per week or \$3.00 for seven collections per week. Provided, however, that places of business or public buildings which only require one receptacle having a capacity not in excess of 25 gallons, or 3.34 cubic feet the monthly rate shall be (5.00 for six collections per week or (6.00 for seven collections per week, and provided further, that places of business or public buildings which only require one receptacle having a capacity not in excess of ten gallons or 1,336 cubic feet, the monthly rate shall be (2.50 for six collections per week or (3.00 for seven collections per week, and provided further, that places of business or

or public buildings which only require one receptacle having a capacity

of less than five gallons or .668 cubic feet, the monthly rate shall be \$1.50 for six collections per week or \$2.00 for seven collections per week.

SECTION 12. All such charges shall be due and payable monthly in advance on the first day of each and every calendar month, provided, however, that any multiple dwelling or place of business that pays a license for carrying on or conducting such business shall pay such charge quarterly in advance at the time of paying for such license, provided further, that such charges may be prorated for new residences, multiple dwellings, places of business, and public buildings or wherever the circumstances are such that the collection service is not provided for the full calendar

SECTION 13. Places of business whose rubbish consists principally of boxes, cartons and other items of such bulk that the placing of same in a receptacle or receptacles would be impracticable, may provide for such rubbish to be piled on the premises of such place of business adjacent to a street or alley, provided rate to be charged such place of business for collection, hauling and disposal of such rubbish shall be computed in accordance with the foregoing tables based upon the bulk of such piles. Provided, further, that rubbish and refuse not susceptible of being placed in conta ners, piled and bundled for convenient handling may be placed in the immediate vicinity of the garabage receptacle for collection and

disposal by the City or its contractor.
SECTION 14. In case any person, firm or corporation shall fail to pay the charge for collecting, hauling and disposing of garbage, rubbish, dirt and dead animals within ten days from and after the same becomes due as herein provided, a penalty of 10% of such charge shall be added thereto, and action for the collection of such fee and penalty may be brought by

the City in any court of competent jurisdistion.

SECTION 15. Any porson violating any of the provisions of this
Ordinance shall be deemed guilty of a misdemeanor and, upon conviction of same, shall be punished by a time in a sum less than three hundred (4300.00) dollars but not less than five (55.00) dollars, or by imprisonment in the City Jail until such fine is paid at the rate of Two (52.00) Dollars for each day of such fine, in case such fine is not paid, or by imprisonment in the City Jail for a period of not to exceed thirty days, or by both such fine and imprisonment.

SECTION 16. All ordinances and parts of ordinances in conflict with

the provisions of this Ordinance are hereby repealed,

SECTION 17. EFFECT OF IN VALIDITY- If any part, provision or section of this Ordinance or the application thereof to any person or circumstances shall be held invalid by any Court of competent Jurisdiction, the remainder of this Urdinance or the application of such part, provision or section

to any other person or circumstances, shall not be affected thereby. SECTION 18. EFFECTIVE BATE - This Ordinance Shall be in effect on and after its passage and adoption and one week after a single publication thereof in the Las Vegas Evening Review-Journal, a daily newspaper published

in the County of Clark, State of Nevada.

SECTION 19. The City Clerk is hereby authorized to have this Ordinance published in the Lus Yegas Evening Review-Journal, a daily newspaper printed and published in the County of clark, State of Vevadu, for a period of one week consisting of one publication only.

PASSED AND ADOPTED this 3rd duy of February, 1947, by the following vote of the City Council:

AYES: APLIN, JONES, COLEMAN, .

NAYS: NUNE ABSENT: NONE

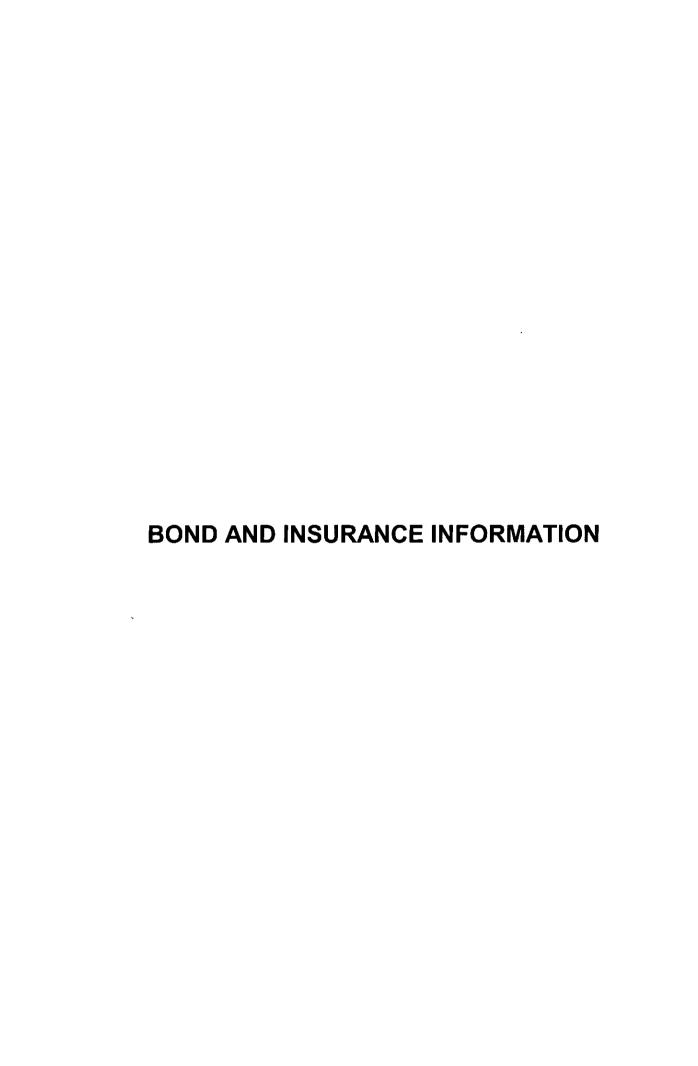
APPROVED this 3rd day of February, 1947,

s/ dorace G. fucker MAYON of the City of North Las Vogas

ATTEST:

/s/ T. C. Letchworth Clerk of the City of North Las Vegas

\*\* NOTICE \*\* ORDINANCE NO 108 PASSED DECEMBER 21, 1953, AMMENDS SECTION NUMBER 11 OF ORDINANCE NO. 7



|      | ACORD, CERTI                                                    | FICATE OF LIABIL                                                                                                                                         | LITY INS                            | URANCI                                          |                                                                                                              | 1                    | TE (MM/DD/YY)<br>06/23/1998                 |
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| PR   | ODUCER  WILLIS CORROON COR  ONE INSIGNIA FINANCI  P.O. BOX 2007 | RE-A50 Serial # P1273<br>PORATION OF SOUTH CAROLINA<br>AL PLAZA, SUITE 900                                                                               | ONLY AN HOLDER.                     | D CONFERS NO<br>THIS CERTIFICA<br>IE COVERAGE A | JED AS A MATTER OF<br>D RIGHTS UPON THE<br>ITE DOES NOT AMEN<br>FFORDED BY THE PO                            | CE<br>D, E)<br>LICIE | RTIFICATE<br>(TEND OR<br>S BELOW.           |
|      | GREENVILLE, SC 2960                                             | 1                                                                                                                                                        |                                     | COMPANIES                                       | AFFORDING COVER                                                                                              | AGE                  |                                             |
|      | 864-232-9999<br>MARY ELLEN LINDSEY                              |                                                                                                                                                          | COMPANY NA                          | TIONAL UNION FII                                | RE INS. CO. OF PITTSBU                                                                                       | JRGH                 | I PA                                        |
| INS  | URED                                                            |                                                                                                                                                          | COMPANY LIB                         | ERTY MUTUAL IN                                  | SURANCE COMPANY                                                                                              |                      |                                             |
| • •• | SILVER STATE DISPOS                                             | •                                                                                                                                                        | COMPANY                             |                                                 | <del>.</del>                                                                                                 |                      |                                             |
|      | SUITE 400                                                       |                                                                                                                                                          | C                                   |                                                 |                                                                                                              |                      |                                             |
|      | ILAS VEGAS, NV 89104                                            | •                                                                                                                                                        | COMPANY                             |                                                 |                                                                                                              | •••                  |                                             |
|      |                                                                 |                                                                                                                                                          | D                                   |                                                 |                                                                                                              |                      |                                             |
| CC   | VERAGES                                                         |                                                                                                                                                          |                                     | :                                               |                                                                                                              |                      |                                             |
|      | INDICATED, NOTWITHSTANDING<br>CERTIFICATE MAY BE ISSUED OF      | OLICIES OF INSURANCE LISTED BELOW I<br>ANY REQUIREMENT, TERM OR CONDITION<br>R MAY PERTAIN, THE INSURANCE AFFORI<br>OF SUCH POLICIES, LIMITS SHOWN MAY I | ON OF ANY CONTR<br>DED B Y THE POLK | ACT OR OTHER DO<br>CIES DESCRIBED HE            | CUMENT WITH RESPECT T<br>REIN IS SUBJECT TO ALL T                                                            | O WH                 | RICH THIS                                   |
| CO   | TYPE OF INSURANCE                                               | POLICY NUMBER                                                                                                                                            | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY)            | LIMIT                                                                                                        | 's                   |                                             |
| Α    | GENERAL LIABILITY                                               | RMGL 612-16-55                                                                                                                                           | 06/30/98                            | 06/30/99                                        | GENERAL AGGREGATE                                                                                            | \$                   | 1,000,000                                   |
|      | X COMMERCIAL GENERAL LIABILITY                                  | 1111100012-10-00                                                                                                                                         | 00/30/30                            | 00/30/33                                        | PRODUCTS - COMP/OP AGG                                                                                       | s                    | 1,000,000                                   |
|      | CLAIMS MADE X OCCUR                                             |                                                                                                                                                          |                                     |                                                 | PERSONAL & ADV INJURY                                                                                        | \$                   | 1,000,000                                   |
|      | OWNER'S & CONTRACTOR'S PROT                                     |                                                                                                                                                          |                                     |                                                 | EACH OCCURRENCE                                                                                              | s                    | 1,000,000                                   |
|      |                                                                 |                                                                                                                                                          |                                     |                                                 | FIRE DAMAGE (Any one fire)                                                                                   | \$                   |                                             |
|      | 4 4                                                             |                                                                                                                                                          |                                     |                                                 | MED EXP (Any one person)                                                                                     | \$                   |                                             |
| Α    | AUTOMOBILE LIABILITY  X ANY AUTO                                | RMCA 320-88-75                                                                                                                                           | 06/30/98                            | 06/30/99                                        | COMBINED SINGLE LIMIT                                                                                        | s                    | 1,000,000                                   |
|      | X ALL OWNED AUTOS<br>SCHEDULED AUTOS                            |                                                                                                                                                          |                                     |                                                 | BODILY INJURY<br>(Per person)                                                                                | \$                   |                                             |
|      | X HIRED AUTOS X NON-OWNED AUTOS                                 |                                                                                                                                                          |                                     |                                                 | BODILY INJURY<br>(Per accident)                                                                              | \$                   |                                             |
|      | ·                                                               |                                                                                                                                                          |                                     | -                                               | PROPERTY DAMAGE                                                                                              | \$                   | ·                                           |
| Α    | GARAGE LIABILITY                                                | RMCA 320-88-75                                                                                                                                           | 06/30/98                            | 06/30/99                                        | AUTO ONLY - EA ACCIDENT                                                                                      | \$                   | 1,000,000                                   |
|      | X ANY AUTO                                                      |                                                                                                                                                          |                                     | 00/30/33                                        | OTHER THAN AUTO ONLY:                                                                                        |                      |                                             |
|      | ·                                                               |                                                                                                                                                          |                                     |                                                 | EACH ACCIDENT                                                                                                | s                    | 1,000,000                                   |
|      | <u> ,  </u>                                                     |                                                                                                                                                          |                                     |                                                 | AGGREGATE                                                                                                    | \$                   | 1,000,000                                   |
| Α    | EXCESS LIABILITY                                                | BE 357-40-33                                                                                                                                             | 06/30/98                            | 06/30/99                                        | EACH OCCURRENCE                                                                                              | \$                   | 4,000,000                                   |
|      | X UMBRELLA FORM                                                 |                                                                                                                                                          |                                     |                                                 | AGGREGATE                                                                                                    | \$                   | 4,000,000                                   |
|      | OTHER THAN UMBRELLA FORM                                        |                                                                                                                                                          |                                     | <u> </u>                                        | I WC STATIL I IOTH                                                                                           | \$                   |                                             |
| ВВ   | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY                  | WA2-C5D-004190-098                                                                                                                                       | 06/30/98                            | 06/30/99                                        | X WC STATU OTH-                                                                                              | _                    | 4 866 865                                   |
| _    | THE DOCUMETON                                                   | WC2-C51-004190-108                                                                                                                                       | 06/30/98                            | 06/30/99                                        | EL EACH ACCIDENT                                                                                             | \$                   | 1,000,000                                   |
|      | PARTNERS/EXECUTIVE INCL                                         |                                                                                                                                                          |                                     |                                                 | EL DISEASE - POLICY LIMIT                                                                                    | \$                   | 1,000,000                                   |
|      | OFFICERS ARE: EXCL                                              | <u> </u>                                                                                                                                                 |                                     | <u> </u>                                        | EL DISEASE - EA EMPLOYEE                                                                                     | 5                    | 1,000,000                                   |
|      |                                                                 |                                                                                                                                                          |                                     |                                                 |                                                                                                              |                      | •                                           |
|      |                                                                 |                                                                                                                                                          |                                     |                                                 |                                                                                                              |                      |                                             |
| DES  | <br>CRIPTION OF OPERATIONS/LOCATIONS/VE                         | I<br>HICLES/SPECIAL ITEMS                                                                                                                                | •                                   | 1                                               | I                                                                                                            |                      |                                             |
| CE   | RTIFICATE HOLDER                                                |                                                                                                                                                          | CANCELLATION                        | ON                                              |                                                                                                              |                      | gailte                                      |
|      | CITY OF NORTH LAS VE<br>P.O. BOX 4806<br>NORTH LAS VEGAS, NV    |                                                                                                                                                          | EXPIRATION 30 DAYS                  | DATE THEREOF, THE                               | SCRIBED POLICIES BE CANCE<br>ISSUING COMPANY WILL E<br>THE CERTIFICATE HOLDER N<br>CE SHALL IMPOSE NO OBLIGA | ELLEI<br>NDEA'       | D BEFORE THE<br>VOR TO MAIL<br>TO THE LEFT, |

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)
P:/CHOICES/CLIENT FILES/REFUSE/REFUSE\_1997.FP3

© ACORD CORPORATION 1988

#### **CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

|                                                         |                                                                                                                                                                                                                                        | W1/16/98            |  |  |  |  |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--|--|--|--|
| Aon Risk Services, Inc. of New York                     | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NO AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE |                     |  |  |  |  |
| Two World Trade Center                                  |                                                                                                                                                                                                                                        |                     |  |  |  |  |
| New York, NY 10048                                      | COMPANY A NATIONAL UNION FIRE INS.                                                                                                                                                                                                     | CO. OF PITTSBURGH F |  |  |  |  |
| INSURED                                                 | COMPANY B LIBERTY MUTUAL INSURANCE                                                                                                                                                                                                     | COMPANY             |  |  |  |  |
|                                                         | COMPANY C                                                                                                                                                                                                                              |                     |  |  |  |  |
| SILVER STATE DISPOSAL SERVICE<br>770 EAST SAHARA AVENUE | COMPANY D                                                                                                                                                                                                                              | _                   |  |  |  |  |
| SUITE 400<br>LAS VEGAS, NV 89104                        | COMPANY E                                                                                                                                                                                                                              |                     |  |  |  |  |
| COVERACES                                               |                                                                                                                                                                                                                                        |                     |  |  |  |  |

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

|           | THE TERMO, EXCEDENCINO MITE OC    | NUTTIONS OF SOCIT FOLICIES, ENVI | TO CHOIVIN WAT                      | TAVE BEEN TIEDO                      | CLO BI TARE CENTRE              | <u> </u>       |
|-----------|-----------------------------------|----------------------------------|-------------------------------------|--------------------------------------|---------------------------------|----------------|
| CO<br>LTR | TYPE OF INSURANCE                 | POLICY NUMBER                    | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | L                               | IMITS          |
| А         | GENERAL LIABILITY                 | RMGL 113-52-23                   | 08/27/1997                          | 06/30/1998                           | GENERAL AGGREGATE               | s 1,000,000    |
| Ì         | X COMMERCIAL GENERAL LIABILITY    |                                  |                                     |                                      | PRODCOMP/OP AGG.                | s 1,000,000    |
|           | CLAIMS MADE X OCCUR.              |                                  |                                     |                                      | PERS. & ADV. INJURY             | s 1,000,000    |
| \         | OWNER'S & CONTRACTOR'S PROT.      |                                  | 1                                   | 1                                    | EACH OCCURRENCE                 | s 1,000,000    |
| [         |                                   |                                  |                                     | [                                    | FIRE DAMAGE (Any one lire)      | \$             |
|           |                                   |                                  |                                     |                                      | MED. EXPENSE (Any one person)   | \$             |
| A         | AUTOMOBILE LIABILITY  X ANY AUTO  | RMCA 320-71-60                   | 08/27/1997                          | 06/30/1998                           | COMBINED SINGLE                 | s<br>1,000,000 |
|           | X ALL OWNED AUTOS SCHEDULED AUTOS |                                  |                                     |                                      | BODILY INJURY<br>(Per person)   | \$             |
|           | X HIRED AUTOS X NON-OWNED AUTOS   |                                  | !                                   |                                      | BODILY INJURY<br>(Per accident) | \$             |
|           | X GARAGE LIABILITY                |                                  |                                     |                                      | PROPERTY DAMAGE                 | \$             |
|           | EXCESS LIABILITY                  |                                  |                                     |                                      | EACH OCCURRENCE                 | s 4,000,000    |
| A         | X UMBRELLA FORM                   | RMGL 932-81-19                   | 08/27/1997                          | 06/30/1998                           | AGGREGATE                       | s 4,000,000    |
|           | OTHER THAN UMBRELLA FORM          | _                                |                                     |                                      |                                 |                |
| -용-       | WORKER'S COMPENSATION             | WA2-65D-004190-017               | ]                                   |                                      | -X STATUTORY LIMITS             |                |
| В         | AND                               | WC2-651-004190-027               | 08/27/1997                          | [ <i>0</i> 6/30/1998[                | EACH ACCIDENT                   | s 1,000,000    |
|           |                                   |                                  |                                     |                                      | DISEASE—POLICY LIMIT            | s 1,000,000    |
|           | EMPLOYERS' LIABILITY              |                                  |                                     |                                      | DISEASE—EACH EMP.               | s 1,000,000    |
|           | OTHER                             |                                  |                                     |                                      |                                 |                |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

#### CERTIFICATE HOLDER

CITY OF NORTH LAS VEGAS P.O. BOX 4806 NORTH LAS VEGAS, NV 89030

#### **CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO \_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR COMPANY, ITS AGENTS OR REPRESENTATIVES. LIABILITY OF ANY KIND UPON

HORIZED REPRESENTATIVE

F-0002

ACORD. CERTIFICATE OF LIABILITY INSURANCE CSR SB. 1 12/30/96 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE Alpine Ins. Las Vegas HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 3900 Paradise, Ste. 100 Las Vegas NV 89109 **COMPANIES AFFORDING COVERAGE** COMPANY Mary Essary California Insurance Co Phone No. 702-734-1449 Fax No. 702-735-8031 COMPANY R 7 154 .... Silver State Disposal Service, COMPANY C Inc. 770 E. Sahara COMPANY Las Vegas NV 89104 **COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFFECTIVE POLICY EXPIRATION CO LIMITS POLICY NUMBER TYPE OF INSURANCE DATE (MM/DD/YY) DATE (MM/DD/YY) GENERAL LIABILITY GENERAL AGGREGATE \$2,000,000 01/05/97 01/05/98 \$2,000,000 COMMERCIAL GENERAL LIABILITY CR913-9289 PRODUCTS - COMP/OP AGG A CLAIMS MADE | X OCCUR PERSONAL & ADV INJURY \$1,000,000 Х **OWNER'S & CONTRACTOR'S PROT** EACH OCCURRENCE 1,000,000 FIRE DAMAGE (Any one fire) 50,000 Х \$25,000 S.I.R. 5,000 MED EXP (Any one person) **AUTOMOBILE LIABILITY \$1,000,000** COMBINED SINGLE LIMIT 01/05/97 01/05/98 A X ANY AUTO CR913-9289 ALL OWNED AUTOS **BODILY INJURY** (Per person) SCHEDULED AUTOS X HIRED AUTOS **BODILY INJURY** (Per accident) X NON-OWNED AUTOS \$25000 SELF X PROPERTY DAMAGE INSURED RETENTION AUTO ONLY - EA ACCIDENT **GARAGE LIABILITY** ANY AUTO OTHER THAN AUTO ONLY: **EACH ACCIDENT** ŝ AGGREGATE A **EXCESS LIABILITY** EACH OCCURRENCE AGGREGATE \$ UMBRELLA FORM OTHER THAN UMBRELLA FORM WC STATU- ¯ TORY LIMITS WORKERS COMPENSATION AND **EMPLOYERS' LIABILITY EL EACH ACCIDENT** THE PROPRIETOR/ EL DISEASE - POLICY LIMIT \$ INCL PARTNERS/EXECUTIVE EL DISEASE - EA EMPLOYEE EXCL OFFICERS ARE: OTHER DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE LVNORTH EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY City of North Las Vegas OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. P O Box 4806 AUTHORIZED REPRESENTATIVE North Las Vegas NV 89030 Mary Essary ACORD CORPORATION 1988 ACORD 25-S (1/95)

| 4                                                                            | A <b>CO</b> RD. CERTII                                       | FICATE OF INSU                                                                                                                 | <b>JRANCE</b>                       |                                       | CSR MT<br>SSDIS-1                                       | DATE (MM/DD/YY)<br>12/19/95 |
|------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------|---------------------------------------------------------|-----------------------------|
| PRO                                                                          | DUCER                                                        | 0.0000000000000000000000000000000000000                                                                                        |                                     |                                       | D AS A MATTER OF INI<br>GHTS UPON THE CERTI             | FORMATION                   |
| Alpine Insurance Associates<br>3900 Paradise Road #100<br>Las Vegas NV 89109 |                                                              | HOLDER. T                                                                                                                      | HIS CERTIFICATE                     | DOES NOT AMEND, EX                    | CTEND OR                                                |                             |
|                                                                              |                                                              | ALTER THE                                                                                                                      |                                     | ORDED BY THE POLICIE                  |                                                         |                             |
| Па                                                                           | B Vegas NV 03103                                             |                                                                                                                                | COMPANY                             | CUMPANIES                             | AFFORDING COVERAG                                       | <u>E</u>                    |
| Phor                                                                         | ne No. 702-734-1449 Fax M                                    | No.                                                                                                                            |                                     | NATIONAL SU                           | RETY CORP.                                              |                             |
|                                                                              | JRED                                                         |                                                                                                                                | COMPANY                             |                                       |                                                         |                             |
|                                                                              |                                                              |                                                                                                                                | В                                   |                                       |                                                         |                             |
|                                                                              | Silver State Dispo                                           | sal Service,                                                                                                                   | COMPANY                             |                                       |                                                         |                             |
|                                                                              | Inc.<br>770 E. Sahara                                        |                                                                                                                                |                                     |                                       |                                                         |                             |
|                                                                              | Las Vegas NV 89104                                           |                                                                                                                                | COMPANY                             |                                       |                                                         |                             |
| CO                                                                           | VERAGES                                                      |                                                                                                                                |                                     |                                       |                                                         |                             |
|                                                                              | INDICATED, NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M | CIES OF INSURANCE LISTED BELOW H.<br>NY REQUIREMENT, TERM OR CONDITIO<br>INSURANCE AFFORD<br>SUCH POLICIES. LIMITS SHOWN MAY I | N OF ANY CONTRACTED BY THE POLICIES | CT OR OTHER DOCU<br>S DESCRIBED HEREI | IMENT WITH RESPECT TO<br>N IS SUBJECT TO ALL THE        | WHICH THIS                  |
| CO<br>LTR                                                                    | TYPE OF INSURANCE                                            | POLICY NUMBER                                                                                                                  | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY)  | LIMITS                                                  | 3                           |
|                                                                              | GENERAL LIABILITY                                            |                                                                                                                                |                                     |                                       | GENERAL AGGREGATE                                       | \$2,000,000                 |
| A                                                                            | X COMMERCIAL GENERAL LIABILITY                               | MXG80636073                                                                                                                    | 01/05/96                            | 01/05/97                              | PRODUCTS - COMP/OP AGG                                  | \$1,000,000                 |
|                                                                              | CLAIMS MADE X OCCUR                                          |                                                                                                                                |                                     |                                       | PERSONAL & ADV INJURY                                   | \$1,000,000                 |
|                                                                              | OWNER'S & CONTRACTOR'S PROT                                  | NOTE: LIMITS SHOWN ARE                                                                                                         |                                     |                                       | EACH OCCURRENCE                                         | \$1,000,000                 |
|                                                                              | X \$25,000 S.I.R.                                            | IN EXCESS OF A \$25000<br>SIR                                                                                                  |                                     |                                       | FIRE DAMAGE (Any one fire)  MED EXP (Any one person)    | \$ 50,000                   |
|                                                                              | AUTOMOBILE LIABILITY  X ANY AUTO                             | MXG80636073                                                                                                                    | 01/05/96                            | 01/05/97                              | COMBINED SINGLE LIMIT                                   | \$1,000,000                 |
|                                                                              | ALL OWNED AUTOS SCHEDULED AUTOS                              | NOTE: LIMITS SHOWN ARE                                                                                                         | 32, 33, 33                          |                                       | 80DILY INJURY<br>{Per person)                           | \$                          |
|                                                                              | X HIRED AUTOS X NON-OWNED AUTOS                              | IN EXCESS OF THE \$25000 SIR.                                                                                                  |                                     |                                       | BODILY INJURY<br>(Per accident)                         | s                           |
|                                                                              | X \$25000 SELF<br>INSURED RETENTION                          |                                                                                                                                |                                     | :                                     | PROPERTY DAMAGE                                         | \$                          |
|                                                                              | GARAGE LIABILITY                                             |                                                                                                                                |                                     |                                       | AUTO ONLY - EA ACCIDENT                                 | \$                          |
|                                                                              | ANY AUTO                                                     |                                                                                                                                |                                     |                                       | OTHER THAN AUTO ONLY:                                   |                             |
|                                                                              |                                                              |                                                                                                                                |                                     |                                       | EACH ACCIDENT                                           | \$                          |
|                                                                              | EXCESS LIABILITY                                             |                                                                                                                                |                                     |                                       | AGGREGATE EACH OCCURRENCE                               | \$                          |
|                                                                              | UMBRELLA FORM                                                |                                                                                                                                |                                     |                                       | AGGREGATE                                               | \$                          |
|                                                                              | OTHER THAN UMBRELLA FORM                                     |                                                                                                                                |                                     |                                       |                                                         | \$                          |
|                                                                              | WORKERS COMPENSATION AND                                     |                                                                                                                                |                                     |                                       | STATUTORY LIMITS                                        |                             |
|                                                                              | EMPLOYERS' LIABILITY                                         |                                                                                                                                |                                     |                                       | EACH ACCIDENT                                           | \$                          |
|                                                                              | THE PROPRIETOR/ PARTNERS/EXECUTIVE INCL                      |                                                                                                                                |                                     |                                       | DISEASE - POLICY LIMIT                                  | \$                          |
|                                                                              | OFFICERS ARE: EXCL                                           |                                                                                                                                |                                     |                                       | DISEASE - EACH EMPLOYEE                                 | \$                          |
|                                                                              |                                                              |                                                                                                                                |                                     |                                       |                                                         |                             |
| ı                                                                            |                                                              |                                                                                                                                |                                     |                                       |                                                         |                             |
|                                                                              |                                                              |                                                                                                                                |                                     |                                       |                                                         |                             |
| DES                                                                          | CRIPTION OF OPERATIONS/LOCATIONS/VEI                         | HICLES/SPECIAL ITEMS                                                                                                           |                                     |                                       |                                                         |                             |
| <del>garas</del>                                                             | SSON, 100 CO.            |                                                                                                                                |                                     | <u></u>                               | 0.00000.0000000000000000000000000000000                 |                             |
| CEI                                                                          | RTIFICATE HOLDER                                             | LVNOR                                                                                                                          | -m                                  | Y OF THE ABOVE DESC                   | RIBED POLICIES BE CANCELLED                             |                             |
|                                                                              |                                                              |                                                                                                                                |                                     |                                       | SSUING COMPANY WILL ENDEA<br>THE CERTIFICATE HOLDER NAI |                             |
| l                                                                            |                                                              |                                                                                                                                |                                     |                                       | THE CENTIFICATE HOLDER NAI                              |                             |

City of North Las Vegas P O Box 4806 North Las Vegas NV 89030 City of North Las Vegas
P O Box 4806
North Las Vegas NV 89030

ACORD 25-S (3/93)

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CACORD CORPO

© ACORD CORPORATION 1993



#### INSURANCE COMPANY OF NEW YORK

#### MONTICELLO, NEW YORK (A Stock Company)

#### KNOW ALL MEN BY THESE PRESENTS:

| That | SILVER | STATE | DISPOSAL | SERVICE. | INC |
|------|--------|-------|----------|----------|-----|
|      |        |       |          |          |     |

(hereinafter called Principal), as Principal, and the FRONTIER INSURANCE COMPANY OF NEW YORK, a corporation of the State of New York, with its Executive Office in Monticello, New York, (hereinafter called Surety), as Surety, are held and firmly bound unto CITY OF NORTH LAS VEGAS, NEVADA

(hereinafter called Obligee), in the full and just sum

To the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this

JUNE

, 19 95

WHEREAS, the Principal has entered into a certain written contract, dated the

day of

JUNE

, A.D. 19 95 , with the Obligee for

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall indemnify the Obligee against any and all loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is executed and accepted upon the following express conditions precedent:

- 1. That the Obligee shall faithfully and punctually perform all the terms and conditions of said contract to be performed by the Obligee.
- 2. That if the Principal shall abandon said contract or be lawfully compelled by reason of a default to cease operations thereunder, the Surety shall have the right at its option to complete said contract or to sublet the completion thereof.
- 3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Executive Office, of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee, or the Architect, or Engineer.
- 4. That the Surety shall not be liable for any provisions of the contract or specifications respecting guarantees of efficiency or wearing qualities, or for maintenance or repairs, nor is the Surety obligated to furnish any other bond covering such provisions of the contract or specifications.
- 5. All suits at law or proceedings in equity to recover on this bond must be instituted within twieve months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

WITNESS

NEVADA RESIDENT AGENT KRÉG KÓÉHLER

SILER STATE DISPOSAL SERVICE, INC.

(Seal)

Attorney-in-fact



ROCK HILL, NEW YORK (A Stock Company)

Nº 09904 - NY

#### POWER OF ATTORNEY

頂nufu All 洲en 頂g These Presents: That FRONTIER INSURANCE COMPANY OF NEW YORK, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: Robert Bruce Layne Edwin Carlton, III Ann T. Strout Randall V. Capurro Monte M. Smith

Neveda of Las Vegas , in the State of

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND (\$850,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY OF NEW YORK thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY OF NEW YORK, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

Jin 知itness 知hereof, FRONTIER INSURANCE COMPANY OF NEW YORK of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this day of . 19 91 2nd December

FRONTIER INSURANCE COMPANY OF NEW YORK

WALTER A. RHULEN, President

State of New York County of Sullivan

the preceding instrument, is now in force.

December

On this 2nd day of , 19 , before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came WALTER A. RHULEN of FRONTIER INSURANCE COMPANY OF NEW YORK to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in

ીત ઉલ્ક્રાંભાગાયુ 測կલ્લ્લર્ત, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.

CHRISTINE I. LANE

Notary Public State of New York Sullivan County Clerk's No. 1996 Commission Expires May 2, 1994

#### CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY OF NEW YORK of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Mitness Mhercof, I have hereunto set my hand and affixed the facsimile seal of the corporation this

day of

OSEPH P. LOUGHLIN, Sécretary

#### ACORD. CERTIFICATE OF INSURANCE ISSUE DATE (MM/DD/YY) 06/23/95 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE LA PORTA INSURANCE AGENCY INC. POLICIES BELOW. 3700 Pecos-McLeod COMPANIES AFFORDING COVERAGE Las Vegas NV 89121 COMPANY Insurance Co of The West LETTER COMPANY LETTER INSURED COMPANY Silver State Disposal Service LETTER P. O. Box 98508 COMPANY Las Vegas NV 89193-8508 LETTER

#### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH-POLICIES.—LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COMPANY

LETTER

Ε

| CO<br>LTR | TYPE OF INSURANCE                | POLICY NUMBER                           | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS                          |            |
|-----------|----------------------------------|-----------------------------------------|-------------------------------------|--------------------------------------|---------------------------------|------------|
| Δ         | GENERAL LIABILITY                | CSR117475404                            | 07/01/95                            | 01/05/96                             | GENERAL AGGREGATE               | \$ 2000000 |
| -         | X COMMERCIAL GENERAL LIABILITY   |                                         |                                     |                                      | PRODUCTS-COMP/OP AGG.           | \$ 1000000 |
|           | CLAIMS MADE X OCCUR.             |                                         |                                     |                                      | PERSONAL & ADV. INJURY          | s 1000000  |
|           | OWNER'S & CONTRACTOR'S PROT.     |                                         |                                     |                                      | EACH OCCURRENCE                 | s 1000000  |
|           |                                  | SIR                                     |                                     |                                      | FIRE DAMAGE (Any one fire)      | \$ 50000   |
|           |                                  |                                         |                                     |                                      | MED. EXPENSE (Any one person)   | \$         |
| A         | AUTOMOBILE LIABILITY  X ANY AUTO | CSR117475404<br>Limits Shown are in     | 07/01/95                            | 01/05/96                             | COMBINED SINGLE<br>LIMIT        | s 1000000  |
|           | ALL OWNED AUTOS SCHEDULED AUTOS  | EXCESS OF A \$50,000<br>SIR             |                                     |                                      | BODILY INJURY<br>(Per person)   | <b>\$</b>  |
|           | X HIRED AUTOS X NON-OWNED AUTOS  |                                         |                                     |                                      | BODILY INJURY<br>(Per accident) | \$         |
|           | GARAGE LIABILITY                 |                                         |                                     |                                      | PROPERTY DAMAGE                 | \$         |
|           | EXCESS LIABILITY                 | ······································  | <u></u>                             |                                      | EACH OCCURRENCE                 | \$         |
|           | UMBRELLA FORM                    |                                         |                                     |                                      | AGGREGATE                       | s          |
|           | OTHER THAN UMBRELLA FORM         |                                         |                                     |                                      |                                 |            |
|           | WORKER'S COMPENSATION            | *************************************** | :                                   |                                      | STATUTORY LIMITS                |            |
|           | AND                              |                                         |                                     |                                      | EACH ACCIDENT                   | \$         |
|           | EMPLOYERS' LIABILITY             |                                         |                                     |                                      | DISEASE - POLICY LIMIT          | \$         |
|           | EMPLOTERS LABILITY               |                                         |                                     |                                      | DISEASE - EACH EMPLOYEE         | \$         |
|           | OTHER                            |                                         |                                     |                                      |                                 |            |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL NEMS
The City of North Las Vegas is added as an Additional Insured as respects work performed by Named Insured

REVISED CERTIFICATE

CERTIFICATE HOLDER

City of North Las Vegas P.O. Box 4806

North Las Vegas

ACORD 25-S (7/90)

NV

89030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

REPRESENTATIVE

@ACORD CORPORATION 1990

NB1

#### CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

06/23/95

| LA  | PORTA   | INSURANCE | AGENCY | INC. |
|-----|---------|-----------|--------|------|
| 370 | 00 Peco | s-McLeod  |        |      |

PRODUCER

INSURED

NV 89121

Silver State Disposal Service

Las Vegas

P. O. Box 98508

NV 89193-8508

| THIS CERTIFICATE IS ISSUED AS A | A MATTER OF INFORM  | ATION ONLY AND   |
|---------------------------------|---------------------|------------------|
| CONFERS NO RIGHTS UPON THE      | CERTIFICATE HOLDER. | THIS CERTIFICATE |
| DOES NOT AMEND, EXTEND OR A     | LTER THE COVERAGE   | AFFORDED BY THE  |
| POLICIES BELOW.                 |                     |                  |

|   |                   |   | COMPANIES AFFORDING COVERAGE |
|---|-------------------|---|------------------------------|
|   | COMPANY<br>LETTER | Α | Insurance Co of The West     |
|   | COMPANY<br>LETTER | В |                              |
|   | COMPANY<br>LETTER | С |                              |
|   | COMPANY<br>LETTER | D |                              |
| • | 0010111           |   |                              |

#### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| TR. | TYPE OF INSURANCE                | POLICY NUMBER                       | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMIS                         | rs         |
|-----|----------------------------------|-------------------------------------|-------------------------------------|--------------------------------------|-------------------------------|------------|
| Δ   | GENERAL LIABILITY                | CSR117475404                        | 07/01/95                            | 01/05/96                             | GENERAL AGGREGATE             | \$ 2000000 |
| _   | X COMMERCIAL GENERAL LIABILITY   |                                     |                                     |                                      | PRODUCTS-COMP/OP AGG.         | 1000000    |
|     | CLAIMS MADE X OCCUR.             | LIMITS SHOWN ARE IN                 |                                     |                                      | PERSONAL & ADV. INJURY        | s 1000000  |
|     | OWNER'S & CONTRACTOR'S PROT.     | EXCESS OF A \$25,000                |                                     |                                      | EACH-OCCURRENCE               | \$ 1000000 |
|     |                                  | SIR                                 |                                     |                                      | FIRE DAMAGE (Any one fire)    | \$ 50000   |
|     |                                  |                                     |                                     |                                      | MED. EXPENSE (Any one person  | n);\$      |
| A   | AUTOMOBILE LIABILITY  X ANY AUTO | CSR117475404<br>Limits Shown are in | 07/01/95                            | 01/05/96                             | COMBINED SINGLE<br>LIMIT      | \$ 1000000 |
|     | ALL OWNED AUTOS SCHEDULED AUTOS  | EXCESS OF A \$50,000<br>Sir         |                                     |                                      | BODILY INJURY<br>(Per person) | \$         |
|     | X HIRED AUTOS X NON-OWNED AUTOS  |                                     |                                     |                                      | BODILY INJURY (Per accident)  | \$         |
|     | GARAGE LIABILITY                 |                                     |                                     |                                      | PROPERTY DAMAGE               | \$         |
|     | EXCESS LIABILITY                 |                                     | :<br>                               |                                      | EACH OCCURRENCE               | \$         |
|     | UMBRELLA FORM                    |                                     |                                     | 1                                    | AGGREGATE                     | \$         |
|     | OTHER THAN UMBRELLA FORM         |                                     |                                     |                                      |                               |            |
|     | WORKER'S COMPENSATION            |                                     |                                     |                                      | STATUTORY LIMITS              |            |
|     | - NHO                            |                                     |                                     |                                      | EACH_ACCIDENT                 | <u>18</u>  |
|     | EMPLOYERS' LWBLITY               |                                     |                                     |                                      | DISEASE - POLICY LIMIT        | \$         |
|     | EMPLOYERS' LUBLITY               |                                     |                                     |                                      | DISEASE - EACH EMPLOYEE       | \$         |
|     | OTHER                            |                                     |                                     |                                      |                               |            |

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES/SPECIAL ITEMS

The City of North Las Vegas is added as an Additional Insured as respects work performed by Named Insured

REVISED

CERTIFICATE

#### CERTIFICATE HOLDER

City of North Las Vegas P.O. Box 4806

North Las Vegas

89030

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL \_30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**BACORD CORPORATION 1990** 

ACORD 25-S (7/90)

| ACCORD. CERTIF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |                                                                                                                                                                                                                                                                               | e lection An A                                                       | 17                                                                                                                                                        | 06/23/95                                |  |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--|--|--|--|
| LA PORTA INSURANCE AGENCY<br>3700 Pecos-McLeod<br>Las Vegas NV 89121                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | CC                                                               | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  COMPANIES AFFORDING COVERAGE  COMPANY A Insurance Co of The West |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                  | MPANY B                                                                                                                                                                                                                                                                       | 1++1/                                                                |                                                                                                                                                           | *************************************** |  |  |  |  |
| INSUREO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                  | MPANY C                                                                                                                                                                                                                                                                       |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
| Silver State Disposal Service<br>P. O. Box 98508                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | LE                                                               | ITER 9                                                                                                                                                                                                                                                                        |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
| Las Vegas NV 89193-8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 3508 LE                                                          | MPANY D                                                                                                                                                                                                                                                                       |                                                                      | ·                                                                                                                                                         |                                         |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                  | IMPANY E                                                                                                                                                                                                                                                                      |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
| COVERAGES  THIS IS TO CERTIFY THAT THE POLICIES INDICATED, NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY FEXCLUSIONS AND CONDITIONS OF SUCTOR OF SU | QUIREMENT, TERM OR CONDITION (<br>PERTAIN, THE INSURANCE AFFORDE | OF ANY CONTRACT ( D BY THE POLICIES HAVE BEEN REDUCE) POLICY EFFECTIVE                                                                                                                                                                                                        | OR OTHER DOCUMED DESCRIBED HEREIN DESCRIBED HEREIN DESCRIBED CLAIMS. | ENT WITH RESPECT TO WHI                                                                                                                                   | CH THIS<br>TERMS,                       |  |  |  |  |
| GENERAL LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | CSR117475404                                                     | DATE (MM/DD/YY) 07/01/95                                                                                                                                                                                                                                                      | 01/05/96                                                             |                                                                                                                                                           | \$ 20000                                |  |  |  |  |
| X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR.  OWNER'S & CONTRACTOR'S PROT.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | LIMITS SHOWN ARE IN<br>Excess of a \$25,000<br>Sir               |                                                                                                                                                                                                                                                                               | 01103138                                                             | GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one porson) \$ |                                         |  |  |  |  |
| A AUTOMOBILE LIABILITY  X ANY AUTO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | CSR117475404<br>Limits shown are in                              | 07/01/95                                                                                                                                                                                                                                                                      | 01/05/96                                                             | COMBINED SINGLE<br>LIMIT                                                                                                                                  | s 10000                                 |  |  |  |  |
| ALL OWNED AUTOS SCHEDULED AUTOS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | EXCESS OF A \$50,000<br>Sir                                      |                                                                                                                                                                                                                                                                               |                                                                      | BODILY IMJURY<br>(Per person)                                                                                                                             | s                                       |  |  |  |  |
| X HIRED AUTOS X NON-OWNED AUTCS GARAGE LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      | 80DILY INJURY<br>(Per accident)                                                                                                                           | \$                                      |  |  |  |  |
| EXCESS LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      | PROPERTY DAMAGE                                                                                                                                           | 5                                       |  |  |  |  |
| UMBRELLA FORM OTHER THAN UMBRELLA FORM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      | EACH OCCURRENCE AGGREGATE                                                                                                                                 | \$                                      |  |  |  |  |
| WORKER'S COMPENSATION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      | STATUTORY LIMITS                                                                                                                                          |                                         |  |  |  |  |
| ANO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      | EACH ACCIDENT DISEASE - POLICY LIMIT                                                                                                                      | \$                                      |  |  |  |  |
| EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      |                                                                                                                                                           | \$                                      |  |  |  |  |
| OTHER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                  |                                                                                                                                                                                                                                                                               |                                                                      |                                                                                                                                                           | ·                                       |  |  |  |  |
| DESCRIPTION OF OPERATIONSLOCATIONS/VEHICLES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Syspecial ITEMS                                                  |                                                                                                                                                                                                                                                                               | <u></u>                                                              | <u>.</u>                                                                                                                                                  | ••••••••••••••••••••••••••••••••••••••• |  |  |  |  |
| The City of North Las Vegas is add                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | ed as an Additional Insured                                      | C E R T I F                                                                                                                                                                                                                                                                   |                                                                      | y Named Insured                                                                                                                                           |                                         |  |  |  |  |
| CERTIFICATE: HOLDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | na na manganganganganganganganganganganganganga                  | NCELLATION                                                                                                                                                                                                                                                                    |                                                                      |                                                                                                                                                           |                                         |  |  |  |  |
| City of North Las Vegas<br>P.O. Box 4806                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | E<br>N                                                           | EXPIRATION DATE TH                                                                                                                                                                                                                                                            | EREOF, THE ISSUIN<br>VRITTEN NOTICE TO                               | D POLICIES BE CANCELLED<br>IG COMPANY WILL ENDEAV<br>O THE CERTIFICATE HOLDER<br>ICE SHALL IMPOSE NO OBL                                                  | OR TO<br>R NAMED TO THE                 |  |  |  |  |
| North Las Vegas NV                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 89030 <u></u>                                                    | HORIZED REPRESENT                                                                                                                                                                                                                                                             |                                                                      | PANY, ITS AGENTS OR REP                                                                                                                                   | RESENTATIVES.                           |  |  |  |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                  | <u> </u>                                                                                                                                                                                                                                                                      | arl.                                                                 | XXXXX                                                                                                                                                     |                                         |  |  |  |  |

|                                                                                 | ACORD。 CERTIFI                                                                                                                               | CATE OF INSU                                                     | JRANCE                                                                                                                                                                                                                                    |                                         | ISSUE                                                                                              | DATE (MM/DD/YY)                   |  |  |  |  |  |
|---------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------|--|--|--|--|--|
| PRODUCER  LA PORTA INSURANCE AGENCY INC.  3700 Pecos-McLeod  Les Vegas NV 89121 |                                                                                                                                              |                                                                  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  COMPANIES AFFORDING COVERAGE |                                         |                                                                                                    |                                   |  |  |  |  |  |
|                                                                                 |                                                                                                                                              |                                                                  |                                                                                                                                                                                                                                           |                                         |                                                                                                    |                                   |  |  |  |  |  |
|                                                                                 | CIDED                                                                                                                                        |                                                                  | MPANY B                                                                                                                                                                                                                                   |                                         |                                                                                                    |                                   |  |  |  |  |  |
| nas                                                                             | SURED Silver State Disposal Service                                                                                                          | col                                                              | MPANY C                                                                                                                                                                                                                                   |                                         |                                                                                                    |                                   |  |  |  |  |  |
|                                                                                 | P. O. Box 98508                                                                                                                              |                                                                  | MPANY D                                                                                                                                                                                                                                   |                                         |                                                                                                    |                                   |  |  |  |  |  |
|                                                                                 | Las Vegas NV 89193-8                                                                                                                         |                                                                  | TER D                                                                                                                                                                                                                                     |                                         |                                                                                                    |                                   |  |  |  |  |  |
|                                                                                 | OVERAGES                                                                                                                                     |                                                                  | TER E                                                                                                                                                                                                                                     |                                         |                                                                                                    |                                   |  |  |  |  |  |
| CO<br>LTR                                                                       | THIS IS TO CERTIFY THAT THE POLICIES INDICATED, NOTWITHSTANDING ANY REC CERTIFICATE MAY BE ISSUED OR MAY PLEXCLUSIONS AND CONDITIONS OF SUCH | QUIREMENT, TERM OR CONDITION C<br>ERTAIN, THE INSURANCE AFFORDED | OF ANY CONTRACT (                                                                                                                                                                                                                         | DA OTHER DOCUME<br>DESCRIBED HEREIN     | NT WITH RESPECT TO WHIC                                                                            | :H THIS<br>ERMS,                  |  |  |  |  |  |
| A                                                                               | GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY                                                                                            | CSR117475404                                                     | 01/05/95                                                                                                                                                                                                                                  | 01/05/96                                | GENERAL AGGREGATE PRODUCTS-COMP/OP AGG.                                                            | \$ 2000000<br>\$ 100000           |  |  |  |  |  |
|                                                                                 | CLAIMS MADE X OCCUR. OWNER'S & CONTRACTOR'S PROT.                                                                                            | LIMITS SHOWN ARE IN<br>EXCESS OF A \$25,000<br>SIR               |                                                                                                                                                                                                                                           |                                         | PERSONAL & ADV. INJURY  EACH OCCURRENCE  FIRE DAMAGE (Any one person  MED. EXPENSE (Any one person | s 1000000<br>s 1000000<br>s 50000 |  |  |  |  |  |
| A                                                                               | AUTOMOBILE LIABILITY  X ANY AUTO                                                                                                             | CSR117475404<br>Limits Shown are in                              |                                                                                                                                                                                                                                           | 01/05/96                                | COMBINED SINGLE<br>LIMIT                                                                           | ş 1000000                         |  |  |  |  |  |
|                                                                                 | ALL OWNED AUTOS SCHEDULED AUTOS                                                                                                              | EXCESS OF A \$50,000<br>Sir                                      |                                                                                                                                                                                                                                           |                                         | BODILY (NJURY<br>(Per person)                                                                      | \$                                |  |  |  |  |  |
|                                                                                 | X HIRED AUTOS X NON-OWNED AUTOS                                                                                                              | ·                                                                |                                                                                                                                                                                                                                           |                                         | BODILY INJURY<br>(Per accident)                                                                    | S                                 |  |  |  |  |  |
|                                                                                 | GARAGE LIABILITY                                                                                                                             |                                                                  |                                                                                                                                                                                                                                           |                                         | PROPERTY DAMAGE                                                                                    | \$                                |  |  |  |  |  |
| ,                                                                               | EXCESS LIABILITY  UMBRELLA FORM                                                                                                              |                                                                  |                                                                                                                                                                                                                                           |                                         | EACH OCCURRENCE<br>AGGREGATE                                                                       | \$                                |  |  |  |  |  |
|                                                                                 | OTHER THAN UMBRELLA FORM  WORKER'S COMPENSATION                                                                                              |                                                                  |                                                                                                                                                                                                                                           |                                         | STATUTORY LIMITS                                                                                   |                                   |  |  |  |  |  |
|                                                                                 | AND                                                                                                                                          | ~ _ <del></del>                                                  |                                                                                                                                                                                                                                           |                                         | EACH ACCIDENT  DISEASE - POLICY LIMIT                                                              | \$                                |  |  |  |  |  |
|                                                                                 | EMPLOYERS' LIABILITY                                                                                                                         |                                                                  |                                                                                                                                                                                                                                           |                                         | DISEASE - EACH EMPLOYEE                                                                            | \$                                |  |  |  |  |  |
|                                                                                 | OTHER                                                                                                                                        |                                                                  |                                                                                                                                                                                                                                           |                                         |                                                                                                    |                                   |  |  |  |  |  |
| DE                                                                              | SCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/                                                                                                  | SPECIAL ITEMS                                                    |                                                                                                                                                                                                                                           | <u>i</u>                                | <u>i</u>                                                                                           |                                   |  |  |  |  |  |
| C                                                                               | ERTIFICATE HOLDER                                                                                                                            | SI<br>E)<br>M                                                    | XPIRATION DATE THI<br>AIL DAYS W                                                                                                                                                                                                          | EREOF, THE ISSUING<br>PRITTEN NOTICE TO | POLICIES BE CANCELLED<br>COMPANY WILL ENDEAVO<br>THE CERTIFICATE HOLDER                            | r to<br>Named to the              |  |  |  |  |  |
| _                                                                               | P.O. Box 4806<br>North Las Vegas NV                                                                                                          | 89030 <u>U</u>                                                   | ABILITY OF ANY KIN                                                                                                                                                                                                                        | D UPON THE COMP                         | CE SHALL IMPOSE NO OBLIC<br>PANY, ITS AGENTS OR REPR                                               | ESENTATIVES.                      |  |  |  |  |  |
| AC                                                                              | CORD 25-S (7/90)                                                                                                                             |                                                                  | Carl x                                                                                                                                                                                                                                    | 1. Harri                                | o /pe_ BACORD C                                                                                    | ORPORATION 1990                   |  |  |  |  |  |

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below. PRODUCER C Letter A Insurance Company of The West c/o S.J. Petrakis Ins. Service 0 LA PORTA INSURANCE AGENCY INC. Letter B Μ 3700 Pecos-McLeod Las Vegas NV 89121 Letter C INSURED I Letter D Silver State Disposal Service E P. O. Box 98508 Letter E Las Vegas NV 89193-8508 This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. Type of Policy # Policy Policy Limits Insurance Effective Expiration --- GENERAL LIABILITY A (X) Commercial GL CSR117475403 01/05/94 01/05/95 Gen Aggreg \$2,000,000 ( ) ( )Claims Made Prd-C/Op Ag\$1,000,000 (X)Occurrence LIMITS SHOWN Pers/Adv In\$1,000,000 ( ) Owners & Contr ARE IN EXCESS Each Occur \$1,000,000 OF A \$25,000. Fire Damag \$ 50,000 Medical Ex \$ NO COV SIR - AUTOMOBILE LIABILITY -----A (X) Any Auto CSR117475403 01/05/94 01/05/95 CSL ( ) All Owned B.I./Pers ( ) Scheduled LIMITS SHOWN B.I./Accid \$ (X) Hired ARE IN EXCESS P.D. (X) Non-Owned OF A \$25,000. ( ) Garage Liab SIR -- EXCESS LIABILITY -----( ) Umbrella Form Each Occur Aggregate ( ) O.T. Umbrella -- WORKERS COMPENSATION -----W.C. STATUTORY Employers Liab. Each Accid \$ Dis/Policy \$ Dis/Employ \$ DESCRIPTION OF Operations/Locations/Vehicles/Special Items CERTIFICATE REVISED CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. NAME and ADDRESS of CERTIFICATE HOLDER City of North Las Vegas

PC1

P.O. Box 4806

North Las Vegas, NV

89030

Authorized Representative

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below. PRODUCER Letter A C Insurance Company of The West c/o S.J. Petrakis Ins Services 0 LA PORTA INSURANCE AGENCY INC. M Letter B 3700 Pecos-McLeod Las Vegas NV 89121 Letter C INSURED T Letter D Silver State Disposal Service E Letter E P. O. Box 98508 Las Vegas NV 89193-8508 This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims. Type of Policy # Policy Policy Effective Expiration Insurance --- GENERAL LIABILITY ------A (X) Commercial GL CSR117475403 01/05/94 01/05/95 Gen Aggreg \$2,000,000 ( ) ( )Claims Made Prd-C/Op Ag\$1,000,000 (X)Occurrence Pers/Adv In\$1,000,000 ) Owners & Contr Each Occur \$1,000,000 Fire Damag \$ 50,000 Medical Ex \$ NO COV ( ) - AUTOMOBILE LIABILITY A (X) Any Auto CSR117475403 01/05/94 01/05/95 CSL \$1,000,000 ( ) All Owned B.I./Pers \$ ( ) Scheduled B.I./Accid \$ (X) Hired (X) Non-Owned ( ) Garage Liab - EXCESS LIABILITY ---Each Occur Aggregate ( ) Umbrella Form ( ) O.T. Umbrella -- WORKERS COMPENSATION ------STATUTORY W.C. Employers Liab. Each Accid \$ Dis/Policy \$ Dis/Employ \$ DESCRIPTION OF Operations/Locations/Vehicles/Special Items Should any of the above described policies be cancelled CANCELLATION: before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below impose no obligation or failure to mail such notice shall liability of any kind upon the company, its agents or representatives. NAME and ADDRESS of CERTIFICATE HOLDER

Carl Sains

Authorized Representative

PC1

City of North Las Vegas

North Las Vegas, NV 89030

P.O. Box 4806



#### INSURANCE

R. Bruce Layne, CPCU Edwin Carlton III, CPCU

July 21, 1993

City of North Las Vegas 2200 Civic Center Drive No. Las Vegas, NV 89030

SILVER STATE DISPOSAL SERVICE, INC. PERFORMANCE BOND

Dear Sirs:

Please be advised that you will be receiving notice of cancellation of the Safeco bond number 4682016, effective October 1, 1993.

The attached Frontier Insurance Bond number 38443 will replace this bond, effective October 1, 1993.

If you have any questions, please contact me at your earliest convenience.

Thank You,

Dawne Switzer Bond Department



## **LIEF** INSURANCE COMPANY OF NEW YORK

### MONTICELLO, NEW YORK (A Stock Company)

|        | VALL MEN BY THESE PRESEN<br>SILVER STATE DISPOS                                                          | = :                         |                                     |                         |                                         |
|--------|----------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------|-------------------------|-----------------------------------------|
| (herei | nafter called Principal), as Princi<br>s Executive Office in Monticello,                                 | pal, and the FRONTIER I     | NSURANCE COMPANY OF                 | •                       |                                         |
|        | CITY OF NORTH LAS V                                                                                      | EGAS                        |                                     | (hereinafter called Ob  | igee), in the full and just sum         |
| of     | FIVE THOUSAND & NO/                                                                                      | 100                         |                                     | Dollars (\$             | 5,000.00)-                              |
|        | e payment of which sum, well ar<br>istrators, successors and assigr                                      |                             |                                     | hemselves, their and e  | ach of their heirs, executors,          |
| Sign   | ned, sealed and dated this                                                                               | 19th                        | day of                              | JULY                    | , 19 93                                 |
| WH     | EREAS, the Principal has entere                                                                          | ed into a certain written o | contract, dated the                 | 4th                     | day of                                  |
|        | JANUARY                                                                                                  |                             |                                     | , A.D. 1                | 9 78 , with the Obligee for             |
|        | COLLECTION AND DISPO                                                                                     | OSAL OF TRASH               |                                     |                         |                                         |
| loss o | W, THEREFORE, THE CONDITION of the damage directly arising by read to remain in full force and the date. | son of the failure of the   |                                     | •                       |                                         |
| This   | bond is executed and accepted                                                                            | d upon the following exp    | ress conditions precedent           | ;                       |                                         |
|        | 1. That the Obligee shall faithfu                                                                        | illy and punctually perfor  | rm all the terms and conditi        | ons of said contract to | be performed by the Obligee.            |
| Surety | 2. That if the Principal shall abars shall have the right at its option                                  |                             | • • •                               |                         | se operations thereunder, the           |
| contra | 3. That the Obligee shall notify ct within a reasonable time after                                       |                             |                                     |                         | <del>-</del>                            |
| -      | <ol> <li>That the Surety shall not be les, or for maintenance or repai<br/>cations.</li> </ol>           | - · ·                       |                                     |                         | - · · · · · · · · · · · · · · · · · · · |
| contra | 5. All suits at law or proceeding ct, and in any event within twelvent.                                  |                             |                                     |                         | s after the completion of said          |
| WITNE  | EFFECTIVE OCTOBER 1                                                                                      | , 1993                      | SILVER STAT                         | PRINCIPAL SERVE         | VICE, INC.                              |
| WITNE  | ess <u>Jawne Su</u>                                                                                      | rtzer                       | FRONTIER II  By ANN T. S  KREG KOEL | g Aceh                  | Attorney-in-fact                        |

31334\_8789.1M



MONTICELLO, NEW YORK
(A Stock Company)

№ 6530 - NY

#### POWER OF ATTORNEY

医note All Imen By These 和resents: That FRONTIER INSURANCE COMPANY OF NEW YORK, a New York Corporation, having its principal office in Monticello, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT:

ROBERT BRUCE LAYNE

EDWIN CARLTON, III

MONTE M. SMITH

RANDALL V. CAPURRO
Las Vegas

ANN T. STROUT

, in the State of Nevada

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred in its name, place and stead to sign, execute, acknowledge and deliver in its behalf, and as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED FIFTY THOUSAND (\$850,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY OF NEW YORK thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY OF NEW YORK, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereaf, FRONTIER INSURANCE COMPANY OF NEW YORK of Monticello, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this 2nd day of December 91

FRONTIER INSURANCE COMPANY OF NEW YORK

BY: \_

WALTER A. RHULEN, President

State of New York County of Sullivan

SS.:

2nd . . .

On this 2nd day of December , 19 91 , before the subscriber, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came WALTER A. RHULEN of FRONTIER INSURANCE COMPANY OF NEW YORK to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Illhereof, I have hereunto set my hand, and affixed my official seal at Monticello, New York, the day and year above written.

NOTARY NOTARY NOTARY

A Notary Public of New York My Commission Expires

June 22, 1993

#### CERTIFICATION

I, MARVIN L. TEPPER, Secretary of FRONTIER INSURANCE COMPANY OF NEW YORK of Monticello, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this 19th

JULY

, 19 93

OR PORTER

MARVIN L. TEPPER, Secretary

day of

|                                 |                | ATE OF INSUR |              |               | 3 V 1 V 1           |
|---------------------------------|----------------|--------------|--------------|---------------|---------------------|
| This certificate is is:         | sued as a matt | er of infor  | mation only  | and confer    | s no rights         |
| upon the certificate ho         |                |              |              | end, extend   | or alter            |
| the coverage afforded b         |                |              |              |               | c mt. Work          |
| PRODUCER.                       |                | C Letter A   |              | e Company of  |                     |
|                                 |                | 0            | •            | Petrakis I    | ns. Service         |
| LA PORTA INSURANCE              |                | M Letter B   |              |               |                     |
| 3700 Pecos-McLeod               |                | P            |              | د.            | - 0                 |
| Las Vegas NV                    |                | A Letter C   |              | i i           | <b>₹</b> ∓          |
| INSURED                         |                | N            |              |               | л <sup>92</sup> 0-г |
|                                 |                | I Letter D   |              | •             | " 芸芸器               |
| Silver State Disposa            |                | E            |              | .4            |                     |
| P. O. Box 98508                 |                | S Letter E   |              |               | A S.\<br>S.\<br>3AI |
|                                 | 89193-8508     |              |              | ~             |                     |
| This is to certify that         |                |              |              |               |                     |
| the insured named above         | e for the poli | cy period i  | ndicated.    | Notwithstand  | or udo stra         |
| requirement, term or co         | ondition of an | y contract   | or other do  | cument with   | respect             |
| to which this certification     |                |              |              |               |                     |
| by the policies describ         | ped nerein is  | subject to   | all the term | ms, exclusion | ons and             |
| conditions of such pol:         | icies. Limits  | s snown may  | nave been r  | eaucea by pa  | alo Claims          |
| Co muse of                      | Policy #       |              | Policy       | r ; ,         | nits                |
|                                 | Policy #       |              | e Expiration |               | #1C3                |
| Ltr Insurance GENERAL LIABILITY |                | Ellectiv     | e Expiracio  |               |                     |
| A (X) Commercial GL             |                | 01/05/9      | 3 01/05/94   | Cen Addred    | \$2.000.000         |
| ( ) ( )Claims Made              | C3R11/4/3402   | 01/03/9      | 3 01/03/94   | Prd-C/Op A    |                     |
| (X) Occurrence                  | LIMITS SHOWN   |              |              | Pers/Adv I    |                     |
| ( ) Owners & Contr              |                |              |              | Each Occur    |                     |
| ( ) Owners a contr              | OF A \$25,000. |              |              | Fire Damag    |                     |
| ( )                             | SIR            |              |              | Medical Ex    | S NO COV            |
| AUTOMOBILE LIABILI              |                |              |              |               |                     |
| A (X) Any Auto                  | CSR117475402   | 01/05/9      | 3 01/05/94   | CSL           | \$1,000,000         |
| ( ) All Owned                   |                | 01/03/7      | 3 02,00,31   | B.I./Pers     |                     |
| ( ) Scheduled                   | LIMITS SHOWN   |              |              | B.I./Accid    |                     |
| (X) Hired                       | ARE IN EXCESS  | }            |              | P.D.          | \$                  |
| (X) Non-Owned                   | OF A \$25,000. |              |              |               | •                   |
| ( ) Garage Liab                 | SIR.           |              |              |               |                     |
| EXCESS LIABILITY -              |                |              |              |               |                     |
| ( ) Umbrella Form               |                |              |              | Each Occur    | Aggregate           |
| ( ) O.T. Umbrella               |                |              |              |               | \$                  |
| WORKERS COMPENSATI              | ION            |              |              |               |                     |
| W.C.                            |                |              |              | STATUTORY     |                     |
| Employers Liab.                 |                |              |              | Each Accid    | \$                  |
| F107 010                        |                |              |              | Dis/Policy    |                     |
|                                 | <del></del>    |              |              | Dis/Employ    |                     |
| OTHER                           |                |              |              |               |                     |
| ¥ =                             |                |              |              | \$            | \$                  |
|                                 |                |              |              |               |                     |
|                                 |                |              |              |               |                     |

DESCRIPTION OF Operations/Locations/Vehicles/Special Items

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

NAME and ADDRESS of CERTIFICATE HOLDER

City of North Las Vegas

P.O. Box 4806

North Las Vegas, NV 89030

Authorized Representative

|                                                                                                                                                                                                                                  | <u> </u>       | <u> </u>                       |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------------------|--------------------------|-------------|-----------------------------------------|--------------------|-----------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| This certificate is issued as a matt                                                                                                                                                                                             | ter            | of i                           | n fo                     | rma         | tion o                                  | only               | and c                 | onfer                     | s no                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | right                     |
| upon the certificate holder. This c                                                                                                                                                                                              |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| the coverage afforded by the policie                                                                                                                                                                                             |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| PRODUCER                                                                                                                                                                                                                         | C              | Lett                           | er                       | A           | Insu                                    | ance               | Comp                  | pany c                    | of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | West                      |
| FR BARMA INCURANCE ACENCY INC                                                                                                                                                                                                    | 0              | T - L L                        |                          | _           | c/o                                     | S.J.               | Petr                  | akis                      | C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |
| LA PORTA INSURANCE AGENCY INC.<br>3700 Pecos#McLeod                                                                                                                                                                              | M<br>P         | Lett                           | er                       | В           |                                         |                    |                       | 들                         | ᆂ극                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
| Las Vegas NV 89121                                                                                                                                                                                                               | _              | Lett                           | ρr                       | C           |                                         |                    |                       | 73                        | 98.0<br>9.0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20                        |
| INSURED                                                                                                                                                                                                                          | N              | 1000                           |                          |             |                                         |                    |                       | -                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m<br>O                    |
|                                                                                                                                                                                                                                  | I              | Lett                           | er                       | D           |                                         |                    |                       | 工                         | # 70<br># 75                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                           |
| Silver State Disposal Service                                                                                                                                                                                                    | E              |                                |                          |             |                                         |                    |                       | 9                         | Y S                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Ē                         |
| P. O. Box 98508                                                                                                                                                                                                                  | S              | Lett                           | er                       | E           |                                         |                    |                       |                           | 2 E G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | :                         |
| Las Vegas NV 89193#8508                                                                                                                                                                                                          |                |                                |                          |             |                                         |                    |                       | ===                       | a Asc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ;<br>•                    |
| This is to certify that policies of                                                                                                                                                                                              |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| the insured named above for the poli                                                                                                                                                                                             | icy            | perio                          | od<br>                   | ind         | icated                                  | 1. N               | otwit                 | hstan                     | ding                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | any                       |
| requirement, term or condition of ar<br>to which this certificate may be iss                                                                                                                                                     |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| by the policies described herein is                                                                                                                                                                                              | ent            | i OL :                         | uay<br>+o                | pe<br>la    | l the                                   | term               | THE                   | rance                     | ONG 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | nd                        |
| conditions of such policies. Limits                                                                                                                                                                                              |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| 祖祖祖明祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖祖                                                                                                                                                                                            |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| Co Type of Policy #                                                                                                                                                                                                              |                |                                |                          | . A         |                                         |                    | era era vid Dei u     |                           | mits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | - Paris and Street Street |
| Ltr Insurance                                                                                                                                                                                                                    |                |                                |                          |             | Expira                                  |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| 開發開 GENERAL LIABILITY 開閉開始的問題問題問題                                                                                                                                                                                                | HH             |                                |                          | HHH         |                                         | HHH                | 自用学用8                 | 相關自用                      | HHARE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 日日日日日                     |
| A (X) Commercial GL CSR117475401                                                                                                                                                                                                 |                | 01/                            | 05/                      | 92          | 01/0                                    |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| ( ) ( )Claims Made                                                                                                                                                                                                               |                |                                |                          |             |                                         |                    |                       | _                         | _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 00,00                     |
| (X)Occurrence<br>( ) Owners & Contr                                                                                                                                                                                              |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 00,00                     |
| ( ) Owners & Contr                                                                                                                                                                                                               |                |                                |                          |             |                                         |                    |                       | Damag                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 50,00                     |
|                                                                                                                                                                                                                                  |                |                                |                          |             |                                         |                    |                       | al Ex                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| 資格開發 AUTOMOBILE LIABILITY 開展開催國際開發                                                                                                                                                                                               |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| A (X) Any Auto CSR117475401                                                                                                                                                                                                      | य १२४ झला ।    | 01/                            | 05/                      | 92          | 01/0                                    | 5/93               | CSL                   | d to a part (19) that are | \$1,0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 00,00                     |
| (X) All Owned                                                                                                                                                                                                                    |                |                                |                          |             |                                         |                    | B.I./                 | Pers                      | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
| (X) Scheduled                                                                                                                                                                                                                    |                |                                |                          |             |                                         |                    |                       | 'Accid                    | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
| (X) Hired                                                                                                                                                                                                                        |                |                                |                          |             |                                         |                    | P.D.                  |                           | \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
| (X) Non層Owned                                                                                                                                                                                                                    |                |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| ( ) Garage Liab                                                                                                                                                                                                                  | aled Krib      | il in the CPI (AN)             | r <sup>o</sup> i mediada | تنم ولاقون  | hiệ cá li Buổ (14 kmở ci                | nasiosias sa       | ma ini esi in         | ul distriction on bot     | i të një kon konjunen i të n                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (kei era haitzat tád)     |
| 開開間 EXCESS LIABILITY 商開閉門開閉門開閉門開閉門開閉門 ( ) Umbrella Form                                                                                                                                                                          |                | (新設別点)                         |                          | 阿河岸         | <b>阿耳斯斯姆</b>                            | 同日間間               |                       | のののは、                     | 関節開門開                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 層層機関則<br>regati           |
| ( ) O.T. Umbrella                                                                                                                                                                                                                |                |                                |                          |             |                                         |                    | Eacii                 | Occur                     | **************************************                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | regaci                    |
| 簡明論則 WORKERS COMPENSATION 開稿網開刊時期間                                                                                                                                                                                               |                |                                | deid                     |             |                                         | iciecie<br>iciecie |                       | <b>加爾斯斯</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| W.C.                                                                                                                                                                                                                             | al bat tild te | वं अन्ति धन्ति दिन्द क्रिक्ट ह | فحاضا أأفت               | raine d     | केन्द्र किर्मा सम्बद्ध करते हर्स्त्री प |                    |                       | JTORY                     | क्या है स्था है है है है है                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | والدم يصا كتانا أمدا أمكا |
| Employers Liab.                                                                                                                                                                                                                  |                |                                |                          |             |                                         |                    |                       | Accid                     | . \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
|                                                                                                                                                                                                                                  |                | ·                              |                          |             |                                         |                    | Dis/I                 | olicy                     | - \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
|                                                                                                                                                                                                                                  |                |                                |                          |             |                                         |                    |                       | mploy                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| 開始展開 OTHER 国际股份国际国际国际国际国际国际国际国际国际国际国际国际国际国际国际国际国际国际                                                                                                                                                                              |                | 問題問題                           |                          | 開開          | 国民国国                                    |                    |                       | 開製商網                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 開閉日間開                     |
|                                                                                                                                                                                                                                  |                |                                |                          |             |                                         |                    | \$                    |                           | Ş                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                           |
| प्रकृति हैं के किस के किस के किस के किस के किस के किस कर किस कर है। किस कर को किस के किस कर का किस कर का का कि<br>किस के किस के किस के किस के किस के किस के किस कर किस कर की किस कर की किस के किस कर का किस कर का का का का का की | elitera esta   | nediátin Hendr                 | ال در المنظم الما        | kên ha fişî | Kun sakha Dirak estira                  | d hiể việt vi tro  | dal inchessi bili eti | a nyá dzil telá a za tez  | i de la constitución de la const | (let balania in the co    |
| 器圖灣總額語問題圖圖問題圖圖圖圖圖圖圖問題語語語圖明語圖圖與圖圖<br>DESCRIPTION OF Operations/Locations/                                                                                                                                                         |                |                                |                          |             |                                         |                    | 河南山崎                  |                           | 河口河岸                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | はは日本は                     |
| GENERAL LIABILITY & AUTO LIABILI                                                                                                                                                                                                 |                |                                |                          |             |                                         |                    | DE IN                 | I FYCE                    | SS OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ŧ                         |
| A \$25,000 SELF INSURED RETENTION                                                                                                                                                                                                |                | PIGT.                          | TO                       | JHU         | HIN MD(                                 | Am W               | nn Il                 | , mace                    | .55 Of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                           |
|                                                                                                                                                                                                                                  | - •            |                                |                          |             |                                         |                    |                       |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |
| CANCELLATION: Should any of th                                                                                                                                                                                                   | ne a           | bove                           | đ                        | esc         | ribed                                   | poli               | cies                  | be ca                     | ncell                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | eđ                        |
| before the expiration date the                                                                                                                                                                                                   | erec           | of, th                         | he                       | iss         | uing d                                  | compa              | ny w                  | ill e                     | ndeav                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | or                        |
| to mail 10 days written noti                                                                                                                                                                                                     | ice            | to th                          | he                       | cer         | tifica                                  | ate h              | older                 | name                      | d bel                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | OW                        |

but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

NAME and ADDRESS of CERTIFICATE HOLDER

City of North Las Vegas P.O. Box 4806

North Las Vegas, NV 89030 Authorized Representative

This certificate is issued as a matter of information only and confers no right. upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below. PRODUCER Letter A Insurance Company of The West c/o S.J. Petrakis Ins. Service LA PORTA INSURANCE AGENCY INC. Letter B 3700 Pecos McLeod Las Vegas NV 89121 A Letter C INSURED N Ι Letter D Silver State Disposal Service P. O. Box 98508 S Letter E Las Vegas NV 89193 8508 This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims Paramanagana ana kakamanakan kangkan k Policy # All Limits Co Type of Policy Policy Ltr in Thousand Insurance Effective Expiration 器声音说 GENERAL LIABILITY 网络语用色器用电话用语用语用语用语用语用语用语用语用语用语用语用语用语用语用语用语语语用语言语言语言语言语言语言 A (X) Commercial GL CSR1174754 01/05/91 01/05/92 Gnl Aggregate 2000 Prd∺CompOp Agg1000 ( ) ( )Claims Made (X)Occurrence Pers & Adv Injl000 ( ) Owners & Contr Each Occur 1000 Fire Damage NO COV ( ) Medical Exp Hari Automobile Liability samesee where herest har herest and the commence of CSR1174754 01/05/91 01/05/92 CSL A (X) Any Auto \$1.00 (X) All Owned B.I./Person (X) Scheduled B.I./Accident (X) Hired P.D. (X) Non-Owned ( ) Garage Liab Each Occur Aggregat ( ) Umbrella Form ( ) O.T. Umbrella 石HPB WORKERS COMPENSATION 医西尼尼伯氏氏氏后足术氏征后足术后足术后足术后足术后足术后足术后足术后足术后足术后足术后 W.C. STATUTORY Employers Liab. Each Accident \_\_\_Disease/Pol Disease/Emp [HEER OTHER 등록본테본등로원본)문법교육대학원병원교육본경관업관업관업관업관업관업교육대체원원대원업적관원원업업적관 DESCRIPTION OF Operations/Locations/Vehicles/Restrictions/Special Items GENERAL LIABILITY & AUTO LIABILITY LIMITS SHOWN ABOVE ARE IN EXCESS OF A \$25,000. SELF INSURED RETENTION REVISED CERTIFICATE Should any of the above described policies be cancelled

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named below but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

NAME and ADDRESS of CERTIFICATE HOLDER

City of North Las Vegas

P.O. Box 4806

North Las Vegas, NV 89030

Park Spund
Authorized Representative

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies listed below. Name and Address of Agency C Letter A Reliance Insurance Company 0 👵 LA PORTA INSURANCE AGENCY INC... M Letter B 3700 Pecos⊱McLeod Las Vegas NV 89121 Name and Mailing Address of Insured N Letter D Silver State Disposal Service P.O. Box 98508 Letter E NV 89193-8508 Las Vegas This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Policy # Policy Type of Policy Limits (000's) Policy Policy Limits (000's)
Effective Expiration Occur Aggregate Insurance appending GENERAL LIABILITY perspectation of the company of the co A (X) Comprehensive JK1906164 01/05/90 01/05/91 B.I. (X) Premises & Ops. ( ) Exp/Coll/Under P.D. (X) Product/Comp Op CSL 990 2000 ( ) Contractual ( ) Broad Form PD ( ) Ind Contractors ( ) Personal Inj. Personal Inj ---- AUTOMOBILE LIABILITY JK1906164 01/05/90 01/05/91 B.I./Person A (X) Any Auto ( ) Owned Priv Pass B.I./Accident ( ) Owned OT Priv P P.D. (X) Hired \$990 CSL (X) Non-Owned ( ) Garage Liab A (X) Umbrella Form KR1735685 01/05/90 01/05/91 B.I. & P.D. Combined ( ) O.T. Umbrella \_\_\_\_STATUTORY\_\_\_\_ W..C. Each Accident Employers Liab. Disease/Pol Disease/Emp Description of Operations/Locations/Vehicles CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Name and Address of Certificate Holder City of North Las Vegas Date Issued: 01/16/90

Authorized Representative

PC1

P.O. Box 4806

North Las Vegas, NV 89030

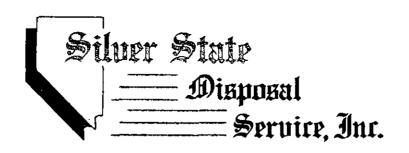


#### **SURETY RIDER**

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA

HOME OFFICE: SAFECO PLAZA SEATTLE, WASHINGTON 98185

| To be attached to and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | form a part of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Bond:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | performance bond for collection of garbage for City of North Las Vega                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Bond No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4682016                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| dated effective                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 9-26-84<br>(MONTH, DAY, YEAR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| executed by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Disposal Transportation, Inc, as Principal,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| and by                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Safeco Insurance Company of America, as Surety,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| in favor of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | City of North Las Vegas, Nevada (OBLIGEE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| In consideration of the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | e mutual agreements herein contained the Principal and the Surety hereby consent to changing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | the name of the Principal                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| From:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Disposal Transportation, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| То:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Silver State Disposal Service, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Nothing herein contai                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ned shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| This rider is effective                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 4-14-89<br>(MONTH, DAY, YEAR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Signed and Sealed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 4-14-89<br>(MONTH, DAY, YEAR)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| By:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Silver State Disposal Service, Inc.  PRINCIPAL  PRINCIPAL  TILLE  TILLE |
| The second secon | Safeco Insurance Company of America SURETY Crysta J Powell ATTORNEY-IN-FACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



April 19, 1989

Ester Borden
City Clerk
City of North Las Vegas
P.O. Box 4086
North Las Vegas, Nevada 89030

Dear Ms\_Borden, Ester

Enclosed please find a surety rider reflecting the change of name from Disposal Transportation, Inc. to Silver State Disposal Service, Inc. effective April 14, 1989 pursuant to the assignment of the garbage collection contract between the City of North Las Vegas and Silver State Disposal Service, Inc. effective April 1, 1989.

Yours very truly,

oseph L. Anstett

Executive Vice President

JLA/cam Encls.

# COIC CERTIFICA E OF INSURANCE

1/04/89

| 73.5                                            | , 1708787                                                                                                                                                                                                   |
|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER Fred. S. James & Company Of Nevada     | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| 3320 W. Sahara Ave. #300<br>Las Vegas, NV 89102 | COMPANIES AFFORDING COVERAGE                                                                                                                                                                                |
|                                                 | COMPANY A Industrial Indemnity                                                                                                                                                                              |
|                                                 | COMPANY B Industrial Indomnitu                                                                                                                                                                              |
| INSURED                                         | LETTER B Industrial Indemnity                                                                                                                                                                               |
| Silver State Disposal Co.,<br>Attn. Joe Anstett | COMPANY & Insurance Co. of PA                                                                                                                                                                               |
| P D Box 98508<br>Las Vegas NV 89193-8508        | COMPANY D                                                                                                                                                                                                   |
|                                                 | COMPANY E                                                                                                                                                                                                   |

GOVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| <u>ļ.                                    </u> | HONS OF SUCH POLICIES.                     |                   |                                     |                                       |                                       |                        |           |             |
|-----------------------------------------------|--------------------------------------------|-------------------|-------------------------------------|---------------------------------------|---------------------------------------|------------------------|-----------|-------------|
| CO                                            | TYPE OF INSURANCE                          | POLICY NUMBER     | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY)     |                                       | ALL LIMITS IN THOU     | SANDS     | l           |
| Α                                             | GENERAL LIABILITY                          | NH9086950         | 1701789                             | 1/01/90)                              | GENERAL AG                            | GREGATE                | T\$       | 2000        |
|                                               | X COMMERCIAL GENERAL LIABILITY             |                   |                                     | · · ·                                 | PRODUCTS-C                            | OMP/OPS AGGREGATE      | \$        | 1000        |
|                                               | CLAIMS MADE X OCCURRENCE                   | subject to \$10   | nnn s T F                           | ?                                     | PERSONAL &                            | ADVERTISING (NJURY     | \$        | 1000        |
|                                               | X OWNER'S & CONTRACTORS PROTECTIVE         | Subject to \$10   | , 000 5.1.1                         | •                                     | EACH OCCUR                            | RENCE                  | \$        | 1000        |
|                                               | <del></del>                                |                   | j                                   |                                       | FIRE DAMAG                            | (ANY ONE FIRE)         | \$        | 50          |
|                                               |                                            |                   |                                     |                                       |                                       | PENSE (ANY ONE PERSON) | ŝ         |             |
| B                                             | AUTOMOBILE LIABILITY ANY AUTO              | NB9086949         | 1701789                             | 1/01/90                               | csr                                   | \$ 100                 | •         |             |
|                                               | ALL OWNED AUTOS SCHEDULED AUTOS            | subject to \$10,0 | ,000 S.I.R.                         | ۲ <u>.</u>                            | BODILY<br>INJURY<br>(PER PERSON)      | \$                     |           |             |
|                                               | HIRED AUTOS NON-OWNED AUTOS                |                   |                                     |                                       | BODILY<br>INJURY<br>(PER<br>ACCIDENT) | \$                     |           |             |
|                                               | GARAGE LIABILITY                           |                   |                                     | erica esta esta d                     | PROPERTY<br>DAMAGE                    | \$                     |           |             |
| C.                                            | X UMBRELLA FORM X OTHER THAN UMBRELLA FORM | 42895121          | 1/01/89                             | 1/01/90                               |                                       | \$ OCCURRENCE OO       | \$        | POOO        |
|                                               |                                            |                   |                                     | ·                                     | STATUTOR                              | Y                      |           |             |
|                                               | WORKERS' COMPENSATION                      |                   |                                     |                                       | \$                                    | (EAC)                  | H ACCIDEN | NT)         |
|                                               | AND                                        |                   |                                     | ĺ                                     | \$                                    | (DiSE                  | ASE-POLI  | CY LIMIT)   |
|                                               | EMPLOYERS' LIABILITY                       |                   |                                     |                                       | \$                                    | (OISE                  | ASE-EACI  | H EMPLOYEE) |
|                                               | OTHER                                      |                   |                                     | · · · · · · · · · · · · · · · · · · · | 1                                     |                        |           |             |
|                                               |                                            |                   |                                     |                                       |                                       | <u> </u>               |           |             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS Existing Service Agreements/

#### CÉRTIFICATE HOLDER 😽 🗼 🤫

City of North Las Vegas attn: Ester Borden 2200 Civic Center Drive North Las Vegas, Nevada 89030

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES ESTANCE TO BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WIRE ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

TATE TO THE TENT OF THE PROPERTY OF THE PROPER

ISSUE DATE (MM/DD/YY)

1/30/87 db

|  | 1CE |  |
|--|-----|--|
|  |     |  |

Fred S. James & Co. of Nevada P. O. Box 959 Las Vegas, Nevada 89125-0959

Silver State Disposal Company

Las Vegas, Nevada 89114

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

#### COMPANIES AFFORDING COVERAGE

COMPANY LETTER

Industrial Indemnity Company

COMPANY LETTER

Republic Western Insurance Company

COMPANY C

COMPANY DETTER

COMPANY LETTER

#### GOMERAGES.

INSUREO

P. O. Box 15170

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| PL   |                                                  |               |                                     |                                      |                                         |                      |                     |
|------|--------------------------------------------------|---------------|-------------------------------------|--------------------------------------|-----------------------------------------|----------------------|---------------------|
| SER. | TYPE OF INSURANCE                                | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | A                                       | LL LIMITS IN THOU    | SANDS               |
| A    | GENERAL LIABILITY                                |               |                                     |                                      | GENERAL AGG                             | REGATE               | \$ 1000             |
| , 1  | COMMERCIAL GENERAL LIABILITY                     |               |                                     |                                      | PRODUCTS-CO                             | MP/OPS AGGREGATE     | \$ 1000             |
|      | CLAIMS MADE COCURRENCE                           | SP883-9687    | 1/1/07                              | 1/1/90                               | PERSONAL & A                            | ADVERTISING INJURY   | \$ 1000             |
|      | OWNER'S & CONTRACTORS PROTECTIVE                 | 3P663-368/    | 1/-1/-87-                           | 1/1/88                               | EACH OCCURA                             | ENCE                 | \$ 1000             |
|      |                                                  |               |                                     | •                                    | FIRE DAMAGE                             | (ANY ONE FIRE)       | \$ 50               |
| 2    |                                                  |               |                                     |                                      | MEDICAL EXPE                            | NSE (ANY ONE PERSON) | \$ N/A              |
| A    | AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS | SP883-9687    | 1/1/87                              | 1/1/88                               | CSL<br>BODILY<br>INJURY<br>(PER PERSON) | \$ 1000              |                     |
|      | SCHEDULED AUTOS                                  |               |                                     | ļ                                    | (PER PERSON)                            | \$                   |                     |
| يرج  | X HIRED AUTOS                                    |               |                                     |                                      | BODILY<br>INJURY                        |                      |                     |
|      | X NON-OWNED AUTOS                                |               |                                     |                                      |                                         | \$                   |                     |
|      | GARAGE LIABILITY                                 |               |                                     |                                      | PROPERTY<br>DAMAGE                      | \$                   |                     |
|      | EXCESS LIABILITY                                 |               |                                     |                                      |                                         | EACH<br>OCCURRENCE   | AGGREGATE           |
|      | (only auto)                                      | RXL29-42582   | -1/1/87                             | 1/1/88                               |                                         | \$ 4000              | \$ N/A              |
| В    | X OTHER THAN UMBRELLA FORM                       |               | :                                   |                                      |                                         |                      |                     |
|      | WORKERS' COMPENSATION                            |               |                                     |                                      | STATUTORY                               |                      | ·                   |
| ng:  |                                                  |               |                                     |                                      | \$                                      | (EAC                 | CH ACCIDENT)        |
|      | AND                                              |               |                                     |                                      | \$                                      | (0)S                 | EASE-POLICY LIMIT)  |
|      | EMPLOYERS' LIABILITY                             | ·             |                                     |                                      | \$                                      | (OIS                 | EASE-EACH EMPLOYEE) |
|      | OTHER                                            |               |                                     |                                      |                                         |                      |                     |
|      |                                                  |               |                                     |                                      |                                         |                      |                     |
|      |                                                  |               |                                     | [                                    |                                         |                      |                     |
|      |                                                  |               |                                     | <u> </u>                             | L                                       |                      |                     |
|      |                                                  |               |                                     |                                      |                                         |                      |                     |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

#### CECHON SILVORUSED

City of North Las Vegas
P. O. Box 4806
North Las Vegas, Nevada 89030

#### CANCELEATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  $\tilde{1}0$  days written notice to the certificate holder named to the Left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVE** 

Tribette ...

gord gerthecae of insurance . .

SET TOD STOPS AT ARROWS
ISSUE DATE (MMDD/YY)
1/28/86

| PRODUCEA  Capurro, Voss/Fred. S. James Co. of NV P.O. Box 959 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AWEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |  |  |  |  |  |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| Las Vegas, NV 89125-0959                                      | COMPANIES AFFORDING COVERAGE                                                                                                                                                                                |  |  |  |  |  |
|                                                               | COMPANY A Industrial Indemnity                                                                                                                                                                              |  |  |  |  |  |
| INSURED                                                       | COMPANY Republic Western                                                                                                                                                                                    |  |  |  |  |  |
| Silver State Disposal; Disposal Invest-<br>ments, Inc., et al | COMPANY C                                                                                                                                                                                                   |  |  |  |  |  |
| P. O. Box 15170<br>Las Vegas, NV                              | COMPANY DILETTER                                                                                                                                                                                            |  |  |  |  |  |
|                                                               | COMPANY                                                                                                                                                                                                     |  |  |  |  |  |

COMERAGES:

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

| 4   | HONS OF SUCH PULICIES.                                                    |                         |                                     |                                      |                                    |                    |                                   |
|-----|---------------------------------------------------------------------------|-------------------------|-------------------------------------|--------------------------------------|------------------------------------|--------------------|-----------------------------------|
| CO  | TYPE OF INSURANCE                                                         | POLICY NUMBER           | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIABILIT                           | Y LIMITS IN TH     |                                   |
| LIH |                                                                           |                         | UATE (MINUUL/TT)                    | DATE (MM/UD/YY)                      | <u> </u>                           | EACH<br>OCCURRENCE | AGGREGATE                         |
| Α   | X COMPREHENSIVE FORM                                                      | SP 883-9439             | 1/1/86                              | 1/1/877                              | BODILY<br>INJURY                   | \$                 | \$                                |
|     | PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD               |                         |                                     |                                      | PROPERTY<br>DAMAGE                 | \$                 | \$                                |
|     | PRODUCTS/COMPLETED OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS         |                         |                                     |                                      | BI & PD<br>COMBINED                | \$1,000            | \$1,000                           |
|     | BROAD FORM PROPERTY DAMAGE PERSONAL INJURY                                |                         |                                     |                                      | PERSON                             | IAL INJURY         | \$                                |
| A   | X ANY AUTO                                                                | SP 883-9439             | 1/1/86                              | 1/1/87                               | Bodily<br>Injury<br>(Per Person)   | \$                 |                                   |
|     | ALL OWNED AUTOS (PRIV. PASS.)  ALL OWNED AUTOS (OTHER THAN)  PRIV. PASS.) |                         |                                     |                                      | Bodily<br>Injury<br>(Per accident) | \$                 |                                   |
|     | HIRED AUTOS NON-OWNED AUTOS                                               |                         | :                                   |                                      | PROPERTY<br>DAMAGE                 | \$                 |                                   |
|     | GARAGE LIABILITY                                                          |                         |                                     |                                      | BI & PD<br>COMBINED                | \$1,000            |                                   |
| B   | X LUMBRELLA FORM (Auto Only OTHER THAN UMBRELLA FORM                      | ) RXL 2941223           | -1/24/86                            | 1/24/87                              | BI & PD<br>COMBINED                | \$5,000            | <b>\$</b> 5,000                   |
|     | WORKERS' COMPENSATION                                                     | NAMES OF TAXABLE PURIS  |                                     |                                      | STATUTO                            | RY (EACH A         | CCIDENT)                          |
|     | AND<br>EMPLOYERS' LIABILITY                                               | MONOPOLISTIC STATE FUND |                                     |                                      | \$<br>\$                           |                    | -POLICY LIMIT)<br>-EACH EMPLOYEE) |
| A   | Collision                                                                 | SP 883-9439             | 1/1/86                              | 1/1/877                              | \$10,0                             | 00 deduc           | tible                             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

GENTIAGATE MOLDER

City of North Las Vegas P.O. Box 4806 North Las Vegas, NV 89030 CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL  $\underline{10}$  DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

| COIC CERTIFICATE O                            | F INSURANCE SET TAB STOPS AT AFROWS ISSUE DATE (MM/DD/YY) 1/3/85                                                                                                                                            |
|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PRODUCER  CAPURRO, VOSS & ASSOCIATES          | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| P.O. BOX 959<br>LAS VEGAS, NV 89125-0959      | COMPANIES AFFORDING COVERAGE                                                                                                                                                                                |
|                                               | COMPANY A INDUSTRIAL INDEMNITY                                                                                                                                                                              |
| INSURED                                       | COMPANY B                                                                                                                                                                                                   |
| SILVER STATE DISPOSAL, ET AL<br>P.O.BOX 15170 | COMPANY C                                                                                                                                                                                                   |
| LAS VEGAS, NV 89114                           | COMPANY D                                                                                                                                                                                                   |

#### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER COCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

COMPANY E

LETTER

|                  | HONS OF SUCH PULICIES.                                                                                                                                                                                  |                         |                                     |                                      |                                                                                                                   |                      |                                           |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-------------------------------------|--------------------------------------|-------------------------------------------------------------------------------------------------------------------|----------------------|-------------------------------------------|
| ÇÇR<br>LTR       | TYPE OF INSURANCE                                                                                                                                                                                       | POLICY NUMBER           | POLICY EFFECTIVE<br>DATE (MM/OD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIABILI                                                                                                           | EACH<br>OCCURRENCE   | AGGREGATE                                 |
| Α                | X COMPREHENSIVE FORM X PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD PRODUCTS/COMPLETED OPERATIONS X CONTRACTUAL X INDEPENDENT CONTRACTORS X BROAD FORM PROPERTY DAMAGE X PERSONAL INJURY | SP8648300               | 1/1/85                              | 1/1/86                               | BODILY<br>INJURY<br>PROPERTY<br>DAMAGE<br>BI & PD<br>COMBINED                                                     | \$                   | \$ 500<br>\$ 500                          |
| A                | AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS (PRIV. PASS.) ALL OWNED AUTOS (OTHER THAN) HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY                                                                | SP864-8300              | 1/1/85                              | 1/1/86                               | SOCLY<br>INJURY<br>(PER PERSON)<br>BODLY<br>INJURY<br>(PER ACCIDENT)<br>PROPERTY<br>DAMAGE<br>BI & PO<br>COMBINED | \$<br>\$<br>\$<br>\$ |                                           |
| $O_{\mathbf{A}}$ | EXCESS LIABRITY  X UMBRELLA FORM OTHER THAN UMBRELLA FORM                                                                                                                                               | LC858-8675              | ,1/1/85                             | 1/1/86                               | BI & PD<br>COMBINED                                                                                               | <u> </u>             | <b>\$</b> 15,000                          |
|                  | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY OTHER                                                                                                                                                    | MONOPOLISTIC STATE FUND |                                     |                                      | \$ \$ \$ \$ \$ \$                                                                                                 | (EACH A<br>(DISEAS   | CCIDENT) E-POLICY LIMIT) E-EACH EMPLOYEE) |
|                  | VINEN                                                                                                                                                                                                   |                         |                                     |                                      |                                                                                                                   |                      |                                           |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL OPERATIONS OF THE NAMED INSURED FOR THE CERTIFICATE HOLDER

#### CERTIFICATE HOLDER

CITY OF NORTH LAS VEGAS P.O. BOX 4806 NORTH LAS VEGAS, NV 89030

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-PIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© IIE/ACORD CORPORATION 1984



2

SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA FIRST NATIONAL INSURANCE COMPANY OF AMERICA HOME OFFICE: SAFECO PLAZA SEATTLE, WASHINGTON 98185

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Bond No. 4682016                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERFORMANCE BOND Approved by The American Institute of Architec A.I.A. Document No. A-311 February, 1970 Edit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                          |
| KNOW ALL BY THESE PRESENTS, That we, _                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | DISPOSAL TRANSPORTATION, INC.  (Here insert the name and address or legal title of Contractor)                                                                                                                                                                                                                                                                                                           |
| as Principal, hereinafter called Contractor, and S.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | AFECO INSURANCE COMPANY OF AMERICA, a Washington Corpo                                                                                                                                                                                                                                                                                                                                                   |
| tion of Seattle, Washington, as Surety, hereinafter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | r called Surety, are held and firmly bound unto                                                                                                                                                                                                                                                                                                                                                          |
| CITY OF NORTH LAS VE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | GAS                                                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                          |
| (Here insert the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | name and address or legal title of Owner)                                                                                                                                                                                                                                                                                                                                                                |
| as Obligee, hereinafter called Owner, in the amou                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | nt of FIVE THOUSAND AND NO/100                                                                                                                                                                                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Dollars (\$ 5,000.000-3                                                                                                                                                                                                                                                                                                                                                                                  |
| for the payment whereof Contractor and Suret assigns jointly and severally, firmly by these prese                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | y bind themselves, their heirs, executors, administrators, successors as                                                                                                                                                                                                                                                                                                                                 |
| assigns jointly and severally, firmly by these prese                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | y bind themselves, their heirs, executors, administrators, successors as                                                                                                                                                                                                                                                                                                                                 |
| assigns jointly and severally, firmly by these prese                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | y bind themselves, their heirs, executors, administrators, successors as ents.  dated January 4 , 1978 entered into a Contra                                                                                                                                                                                                                                                                             |
| assigns jointly and severally, firmly by these prese WHEREAS, Contractor has by written agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | y bind themselves, their heirs, executors, administrators, successors as ents.  dated January 4 , 1978 entered into a Contra                                                                                                                                                                                                                                                                             |
| assigns jointly and severally, firmly by these prese  WHEREAS, Contractor has by written agreement  with Owner forCOLLECTION AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | y bind themselves, their heirs, executors, administrators, successors as ents.  dated January 4 , 1978 entered into a Contra                                                                                                                                                                                                                                                                             |
| where preserved and severally, firmly by these preserved where a greement with Owner for COLLECTION AND and accordance with Drawings and Specifications p                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | y bind themselves, their heirs, executors, administrators, successors arents.  dated January 4 , 1978 entered into a Contra  DISPOSAL OF TRASH  repared by  ame and address or legal title of Architect)                                                                                                                                                                                                 |
| where with Owner for COLLECTION AND  COLLECTION COLLECT | y bind themselves, their heirs, executors, administrators, successors arents.  dated January 4 , 1978 entered into a Contra  DISPOSAL OF TRASH  repared by  ame and address or legal title of Architect)                                                                                                                                                                                                 |
| where with Owner for                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | y bind themselves, their heirs, executors, administrators; successors are ents.  dated January 4 , 1978 entered into a Contra DISPOSAL OF TRASH  repared by  ame and address or legal title of Architect) f, and is hereinafter referred to as the Contract.  THIS OBLIGATION IS SUCH, That, if Contractor shall promptly are gation shall be null and void; otherwise it shall remain in full force are |

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1. Complete the Contract in accordance with its terms and conditions, or
- 2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

#### ACKNOWLEDGMENT BY SURETY

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | STATE OF                                                                           |                     |                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------------|------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | County of <u>Washoe</u>                                                            |                     |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | On this 26th day of September appeared Randall V. Capurro, known to                | ,1984<br>me to he t | , before me personally |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPA                       |                     |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | NATIONAL INSURANCE COMPANY OF AMERICA, the corporation that executed the           |                     |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | edged to me that such corporation executed the same.                               |                     |                        |
| >                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                    |                     |                        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at m | y office in         | the aforesaid County,  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | the day and year in this certificate first above written.                          |                     |                        |
| <b>ZHI</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | JOYCE MARTIN E wice / antin                                                        |                     |                        |
| THE STATE OF THE S | NOTARY PUBLIC STATE OF NEVADA Notary Public in the State of Nevada                 |                     |                        |
| <b>E</b> 1/8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (Seal) Washoe County Sounty of Washoe                                              |                     |                        |
| = \                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 230 RMy1 Appgintment Expires Sept. 14, 1986                                        |                     | PRINTED IN U.S.A.      |





SAFECO INSURANCE COMPANY OF AMERICA GENERAL INSURANCE COMPANY OF AMERICA HOME OFFICE: SAFECO PLAZA SEATTLE, WASHINGTON 98185

2007

|                                                                                                                                                                                                                                                                                    |                                                                                                                   |                                                                                         |                                                                                          | No                                                                                               | 2031                                                                                        |                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| KNOW ALL BY THESE PRESEN                                                                                                                                                                                                                                                           | ITS:                                                                                                              |                                                                                         |                                                                                          |                                                                                                  | •                                                                                           |                                                              |
| That <b>SAFECO INSURANCE COM</b> a Washington corporation, does e                                                                                                                                                                                                                  |                                                                                                                   |                                                                                         | ERAL INSUR                                                                               | ANCE COMP                                                                                        | ANY OF AMEI                                                                                 | RICA, each                                                   |
|                                                                                                                                                                                                                                                                                    |                                                                                                                   | . CAPURRO,                                                                              | Reno, Nev                                                                                | ada                                                                                              |                                                                                             | ·                                                            |
| its true and lawful attorney(s)-in-fa<br>and other documents of a similar ch                                                                                                                                                                                                       |                                                                                                                   | •                                                                                       |                                                                                          | =                                                                                                | =                                                                                           | <del>-</del>                                                 |
| IN WITNESS WHEREOF, SAFEC                                                                                                                                                                                                                                                          |                                                                                                                   |                                                                                         | AMERICA an                                                                               | d GENERAL IN                                                                                     | ISURANCE C                                                                                  | OMPANY                                                       |
|                                                                                                                                                                                                                                                                                    | this                                                                                                              | 8th                                                                                     | day of _                                                                                 | Augus                                                                                            | t .                                                                                         | , 19 <u>80</u> .                                             |
| MA Vammasela                                                                                                                                                                                                                                                                       |                                                                                                                   |                                                                                         | ·                                                                                        | gar                                                                                              | Carrin, GAZ MENY                                                                            |                                                              |
|                                                                                                                                                                                                                                                                                    |                                                                                                                   | CERTIFICATE                                                                             |                                                                                          | (                                                                                                |                                                                                             |                                                              |
|                                                                                                                                                                                                                                                                                    | e By-Laws of <b>SAF</b><br>of <b>GENERAL INS</b> U                                                                |                                                                                         |                                                                                          |                                                                                                  | RICA                                                                                        |                                                              |
| "Article V, Section 13. — FIDELITY Assistant Vice President appointed to appoint individuals as attorneys company fidelity and surety bonds business On any instrument mainstrument conferring such authorismpressed or affixed or in any other validity of any such instrument or | for that purpose by s-in-fact or under and other docume king or evidencing sity or on any bond our manner reprodu | y the officer in<br>other appropr<br>ents of similar<br>such appointm<br>or undertaking | charge of sur-<br>iate titles with<br>character iss<br>nent, the signa-<br>of the compan | ety operations, s<br>h authority to e<br>ued by the com<br>tures may be aff<br>y, the seal, or a | shall each have<br>execute on belt<br>pany in the co<br>fixed by facsimi<br>facsimile there | e authority half of the turse of its ile. On any eof, may be |
| Extract from a Resolution of and of GENERAL                                                                                                                                                                                                                                        | the Board of Dire                                                                                                 |                                                                                         | - <del></del>                                                                            | · · · · · · · · · · · · · · · · · · ·                                                            | -                                                                                           | liCA                                                         |
| "On any certificate executed by the (i) The provisions of Article                                                                                                                                                                                                                  |                                                                                                                   |                                                                                         | · · · · · · · · · · · · · · · · · · ·                                                    | Company setti                                                                                    | ng out,                                                                                     |                                                              |

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect,

I, W.D. Hammersla, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile/seal of said corporation

1903 (CONTROLL)



Link Famourila.

THIS CERTIFICATE IS ISSUED AS A MATTER

| THIS CERTIFICATE DOES NOT AMEND, EXTEN                            | O OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.                                                                                                                                                        |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CAPURRO, VOSS & ASSOCIATES P. O. BOX 959 LAS VEGAS, NV 89125-0959 | COMPANIES AFFORDING COVERAGES                                                                                                                                                                                         |
|                                                                   | COMPANY A INDUSTRIAL INDEMNITY                                                                                                                                                                                        |
|                                                                   | COMPANY B MISSION NATIONAL INS. CO.                                                                                                                                                                                   |
| NAME AND ADDRESS OF INSURED                                       | COMPANY (**                                                                                                                                                                                                           |
| SILVER STATE DISPOSAL, ETAL                                       | LETTER                                                                                                                                                                                                                |
| P. O. BOX 15170<br>LAS VEGAS, NV 89114                            | COMPANY D                                                                                                                                                                                                             |
|                                                                   | COMPANY LETTER                                                                                                                                                                                                        |
|                                                                   | the insured named above and are in force at this time. Notwithstanding any requirement, term or condition may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the |

| COMPANY       |                                                                                                                                   |                         | BOLICA .                 | Limits of Liab                                   | ds (000)           |                      |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|--------------------------------------------------|--------------------|----------------------|
| LETTER        | TYPE OF INSURANCE                                                                                                                 | POLICY NUMBER           | POLICY - EXPIRATION DATE |                                                  | EACH<br>OCCURRENCE | AGGREGATE            |
| Σ             | GENERAL LIABILITY  COMPREHENSIVE FORM                                                                                             |                         |                          | BODILY INJURY                                    | s                  | \$                   |
| Σ<br>Σ        | PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARD                                                                                |                         |                          | PROPERTY DAMAGE                                  | \$                 | \$                   |
| λ<br>Α Σ<br>Σ | WINDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS | SP 864 8300             | 1/1/85                   | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | <sub>\$</sub> 500, | <sub>\$</sub> 500,   |
| Σ             | PERSONAL INJURY                                                                                                                   |                         |                          | PERSONAL II                                      | NJURY              | <sub>\$</sub> 500,   |
|               | AUTOMOBILE LIABILITY                                                                                                              |                         |                          | BODILY INJURY<br>(EACH PERSON)                   | \$                 | \$ 100 m             |
| A X           | COMPREHENSIVE FORM OWNED                                                                                                          |                         |                          | BODILY INJURY<br>(EACH ACCIDENT)                 | \$                 | rive -               |
| X             | HIRED                                                                                                                             | SP 864 8300             | 1/1/85                   | PROPERTY DAMAGE                                  | \$                 |                      |
| У             | NON-OWNED                                                                                                                         |                         |                          | 80DILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | <sub>\$</sub> 500, |                      |
| вх            | EXCESS LIABILITY  UMBRELLA FORM OTHER THAN UMBRELLA FORM                                                                          | MN 01 7303              | 1/1/84                   | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | £5,000             | <sub>\$</sub> 15,000 |
|               | WORKERS' COMPENSATION and                                                                                                         | `.                      |                          | STATUTORY                                        | Marin Marin        |                      |
|               | EMPLOYERS' LIABILITY                                                                                                              | MONOPOLISTIC STATE FUND |                          |                                                  | <b>\$</b>          | (EACH ACCIDENT       |
|               | OTHER                                                                                                                             |                         |                          |                                                  | _                  |                      |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
ALL OPERATIONS OF THE NAMED INSURED FOR THE CERTIFICATE HOLDER

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF NORTH LAS VEGAS

P. O. BOX 4086

NORTH LAS VEGAS, NV 89030

11/22/83 DATE\_ISSUED: VOSS & ASSOCIATI

NOT TO BE USED FOR MOTOR CARRIER OR FINANCIAL RES

AMERICAN GUARANTEE AND LIABILITY INSURANCE COMPANY

# CERTIFICATE OF INSURANCE

231 No. MARTINGALE ROAD, SCHAUMBURG, ILL. 60196
(A stock insurance company, herein called the company)

Tax (Nome and Address)

1-1-83

Description and Location of insured operations:

Dated:

Named Insured and Address:

| 10. (Name and Address.)        | Mattlen filenien aun Monteez.        |
|--------------------------------|--------------------------------------|
| CITY OF NORTH LAS VEGAS, CLERK | SILVER STATE DISPOSAL COMPANY, ET AL |
| P 0 B0X 4086                   | BOX 15170                            |
| NORTH LAS VEGAS, NV 89030      | LAS VEGAS, NV 89114                  |
|                                |                                      |

This is to certify that the policy or policies designated below by number and providing, subject to the terms thereof, the kind of insurance indicated by an "X" have been issued by the Company, indicated above, and are in force at this date. The insurance afforded is only with respect to such and so many of the kinds of insurance as are indicated by limits of liability, expiration date and policy number.

In the event of cancelation of such policy or policies, the Company agrees to notify the party to whom this certificate is addressed of such cancelation.

Notice in writing mailed to or delivered at the address of such party as herein stated shall be sufficient notice.

| CAPURAGO                                                                                                                                                                                                                                                                                                                                | Voss & Associates                                                                                                                                                                                                   |                                      |                                       |                        |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------|------------------------|--|
|                                                                                                                                                                                                                                                                                                                                         | STREET, NORTH SU                                                                                                                                                                                                    |                                      |                                       |                        |  |
| KIND OF INSURANCE                                                                                                                                                                                                                                                                                                                       | LIM                                                                                                                                                                                                                 | ITS OF LIABIL                        |                                       | POLICY NO.  EXPIRATION |  |
| Workmen's Compensation Insurance  Employers' Liability  Employers' Liability  Discoss                                                                                                                                                                                                                                                   | \$                                                                                                                                                                                                                  | Each Accident                        |                                       | <br>  #                |  |
| Comprehensive General Liability Insurance  Excluding Completed Operations and Products Liability  Owners', Landlords' and Tenants' Liability Insurance  Excluding Structural Alterations  Manufacturers' and Contractors' Liability Insurance  Excluding Independent Contractors  Completed Operations and Products Liability Insurance | Owners', Landlords' and Tenants' Liability Insurance and Tenants' Liability Insurance if structural alterations,  Manufacturers' and Contractors' Liability Insurance new construction and demolition are excluded. |                                      |                                       |                        |  |
| Owners' and Contractors' Protective Liability                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                     |                                      | ### AGGREGATE \$ 500 ,000 \$ CSL ,000 | # GA 89 55 030         |  |
| Contractual Liability Insurance (Designated Contracts)  Bodily Injury Liability Property Damage Liability                                                                                                                                                                                                                               | EACH PERSON XXXXXX                                                                                                                                                                                                  | EACH OCCURRENCE \$ ,000 \$ ,000      | AGGREGATE XXXXXX                      | #                      |  |
| Comprehensive Automobile Liability Insurance Bodily Injury Liability Property Damage Liability                                                                                                                                                                                                                                          | \$ ,000                                                                                                                                                                                                             |                                      | XXXXXX<br>XXXXXX                      | #                      |  |
| Automobile Liability Insurance  Bodily Injury Liability  Property Damage Liability                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                     | <b>EACH ACCIDENT</b> \$ ,000 \$ ,000 | XXXXXX                                | #                      |  |
| Other Insurance. (Identify by title and form No.)                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                     |                                      | ,                                     |                        |  |
|                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                     | <u></u>                              |                                       |                        |  |

Remarks: This certificate of insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policy or policies designated above.

Not withstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| <u>acor</u>                                          |                                                                                                                                                                                                                                                                                              |                                  |                                                                     |                           |                      |                                       | DER.                  |  |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------------------------------------|---------------------------|----------------------|---------------------------------------|-----------------------|--|
| NAME AND                                             | ADDRESS OF AGENCY                                                                                                                                                                                                                                                                            | •                                |                                                                     |                           | ING COVERAGES        |                                       |                       |  |
|                                                      | RRO, VOSS & ASSOCIATES S. 3RD STREET VEGAS, NEVADA 89101  DDRESS OF INSURED OSAL TRANSPORTATION, INC. E. SAHARA AVE. VEGAS, NEVADA 89101  Certify that policies of insurance listed below have be TYPE OF INSURANCE POLICY NUMBER  GENERAL LIABILITY  COMPREHENSIVE FORM PREMISES—OPERATIONS | SOCIATES                         | COMPANY A AMERICAN GUARANTEE & LIABILITY LETTER A INSURANCE COMPANY |                           |                      |                                       |                       |  |
| LAS VEGAS, NEVADA 89101  NAME AND ADDRESS OF INSURED |                                                                                                                                                                                                                                                                                              | COMPAN<br>LETTER                 | Y B                                                                 |                           |                      |                                       |                       |  |
|                                                      |                                                                                                                                                                                                                                                                                              | ATION, INC.                      | COMPAN<br>LETTER                                                    | · C                       |                      |                                       |                       |  |
| 770 E. SAHARA AVE.<br>LAS VEGAS, NEVADA 89101        |                                                                                                                                                                                                                                                                                              | ·                                | COMPANY D                                                           |                           |                      |                                       |                       |  |
|                                                      | •                                                                                                                                                                                                                                                                                            |                                  | COMPAN<br>LETTER                                                    | Y E                       |                      |                                       |                       |  |
| This is t                                            | o certify that policies of in                                                                                                                                                                                                                                                                | surance listed below have been i | ssued to                                                            | the insured nam           | ied above and are in | force at this                         | time.                 |  |
| COMPANY<br>LETTER                                    | TYPE OF INSURANCE                                                                                                                                                                                                                                                                            | POLICY NUMBER                    |                                                                     | POLICY<br>EXPIRATION DATE | Limits of Liabil     | Ity in Thousand<br>EACH<br>OCCURRENCE | ds (000)<br>AGGREGATE |  |
|                                                      |                                                                                                                                                                                                                                                                                              |                                  |                                                                     |                           | BODILY INJURY        | \$                                    | \$                    |  |
|                                                      | PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARD                                                                                                                                                                                                                                           |                                  |                                                                     |                           | PROPERTY DAMAGE      | \$                                    | \$                    |  |

|                 | INDEPENDENT CONTRACTORS                                   |           |                                                            |                                                                      | <u> </u> |    |
|-----------------|-----------------------------------------------------------|-----------|------------------------------------------------------------|----------------------------------------------------------------------|----------|----|
|                 | PERSONAL INJURY                                           |           |                                                            | PERSONAL II                                                          | NJURY    | \$ |
| А               | AUTOMOBILE LIABILITY  A COMPREHENSIVE FORM A OWNED        | BA5814192 | 1-1-83                                                     | BODILY INJURY<br>(EACH PERSON)<br>BODILY INJURY<br>(EACH OCCURRENCE) | \$       |    |
| HIRED NON-OWNED |                                                           |           | PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED | s<br>s 500,                                                          |          |    |
|                 | EXCESS LIABILITY  UMBRELLA FORM  OTHER THAN UMBRELLA FORM |           |                                                            | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                     | \$       | \$ |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

WORKERS' COMPENSATION

and **EMPLOYERS' LIABILITY** OTHER

UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD

CONTRACTUAL INSURANCE

BROAD FORM PROPERTY
DAMAGE

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF NORTH LAS VEGAS CITY CLERK P.O.BOX 4086

NORTH LAS VEGAS, NEVADA 89030

DATE ISSUED

**BODILY INJURY AND** 

PROPERTY DAMAGE

COMBINED

STATUTORY

CAPURRO, VOSS & ASSOCIATES

ACORD 25 (Ed. 2-77)

THE COVERAGE AFFORDED BY THE POLI COMPANIES AFFORDING COVERAGES MARSH & MCLENNAN INC. OF NEVADA 1818 INDUSTRIAL ROAD LAS VEGAS, NEVADA 89102 AMBASSADOR INSURANCE COMPANY NAME AND ADDRESS OF INSURED SILVER STATE DISPOSAL CO. ETAL 770 E. SAHARA AVENUE

1818 INDUSTR

NEVADA 89102

|                   | <u> </u>                                                   |                    | B01 101/                  | Limits of Liabil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ity in Thousan     | ds (000)        |
|-------------------|------------------------------------------------------------|--------------------|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|
| COMPANY<br>LETTER | TYPE OF INSURANCE                                          | POLICY NUMBER      | POLICY<br>EXPIRATION DATE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | EACH<br>OCCURRENCE | AGGREGATE       |
|                   | GENERAL LIABILITY                                          |                    |                           | BODILY INJURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$                 | \$              |
|                   | COMPREHENSIVE FORM                                         |                    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                 |
|                   | PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE  HAZARD        | •                  |                           | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                 | <b>\$</b>       |
|                   | UNDERGROUND HAZARD                                         |                    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                 |
|                   | PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE |                    |                           | BODILY INJURY AND PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$                 | \$              |
|                   | BROAD FORM PROPERTY                                        |                    |                           | COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                 |
|                   | INDEPENDENT CONTRACTORS PERSONAL INJURY                    |                    |                           | PERSONAL IN                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | UURY               | \$              |
|                   | AUTOMOBILE LIABILITY                                       |                    |                           | BODILY INJURY<br>(EACH PERSON)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$                 |                 |
| ) · ;             | XX COMPREHENSIVE FORM                                      | BINDER             | 1/1/81                    | BODILY INJURY<br>(EACH ACCIDENT)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$                 |                 |
| ( )               | HIRED                                                      | •                  |                           | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                 |                 |
|                   | NON-OWNED                                                  |                    |                           | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 500,            |                 |
|                   | EXCESS LIABILITY                                           | i                  |                           | BODILY INJURY AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                 |
|                   | UMBRELLA FORM                                              |                    |                           | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                 | \$              |
|                   | OTHER THAN UMBRELLA FORM                                   |                    |                           | COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                    |                 |
| -                 | WORKERS' COMPENSATION                                      |                    |                           | STATUTORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    | W.C.            |
|                   | and<br>EMPLOYERS' LIABILITY                                |                    | - 14                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$                 | (EACH ACCIDENT) |
|                   | OTHER                                                      | <u>,</u>           |                           | - Control of the cont |                    | <del></del>     |
|                   |                                                            |                    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                    |                 |
|                   | <u> </u>                                                   | - 197.4<br>- 197.4 | 4 4 7 7                   | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                    |                 |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

LAS VEGAS, NEVADA 89104

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
CITY OF NORTH LAS VEGAS, NEVADA
CITY CLERK

POST OFFICE BOX 4086

NORTH LAS VEGAS, NEVADA

JANUARY 1. 1980 DATE ISSUED: MARSH & MCLENNAN INC. OF

|             | THIS CERTIFICATE                                                                                                                 | DOES NOT AMEND EXTEND OR ALTER                                                               | THE CC     | VERAGE AFFORDED B   | Y THE POLICIES LISTE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | D BELOW.        |                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| NAME AND    | ADDRESS OF AGENCY                                                                                                                |                                                                                              | CON        | APANIES AFFORD      | ING COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                |
|             | Louis T. Mastos & A<br>714 East Sahara #20                                                                                       |                                                                                              | COMP       |                     | i Accident and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | d Indemnit      | tv Co          |
|             | Las Vegas, Nevada                                                                                                                |                                                                                              | COMP       | ANY D               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 | <del></del>    |
| NAME AND    | ADDRESS OF INSURED                                                                                                               |                                                                                              | COMP       | any C               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                |
|             | Silver State Dispos<br>770 E. Sahara Avent                                                                                       |                                                                                              | COMP       |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                |
|             | Las Vegas, Nevada                                                                                                                |                                                                                              | COMP       | ANY E               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                |
| This is t   | to certify that policies of in                                                                                                   | surance listed below have been i                                                             | ssued t    | o the insured nam   | ed above and are i                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | n force at this | time.          |
| COMPANY     |                                                                                                                                  |                                                                                              |            | POLICY              | Limits of Llabi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | lity in Thousan | ds (000)       |
| LETTER      | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER                                                                                | . <u>-</u> | EXPIRATION DATE     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | OCCURRENCE      | AGGREGATE      |
|             | GENERAL LIABILITY  COMPREHENSIVE FORM                                                                                            | NOTWITHSTANDING ANY R                                                                        | EQUI R     | EMENT, TERM         | BODILY INJURY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$              | \$             |
|             | PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD                                                                                | OR CONDITION OF ANY CO<br>DOCUMENT WITH RESPECT                                              | NTRA       | CT OR OTHER         | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$              | \$             |
|             | UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS | CERTIFICATE IS ISSUED AFFORDED BY THE POLICIC CERTIFICATE IS SUBJECT OF SUCH POLICIES.       | ES L       | ISTED ON THE        | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$              | \$             |
|             | PERSONAL INJURY                                                                                                                  |                                                                                              |            |                     | PERSONAL II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | NJURY           | \$             |
|             | AUTOMOBILE LIABILITY                                                                                                             |                                                                                              |            |                     | BODILY INJURY<br>(EACH PERSON)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ 15           |                |
|             | COMPREHENSIVE FORM                                                                                                               | 57 za 688204                                                                                 |            |                     | BODILY INJURY<br>(EACH ACCIDENT)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 30           |                |
| 1           | HIRED                                                                                                                            | )/ ZA 000204                                                                                 |            |                     | PROPERTY DAMAGE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 5            |                |
|             | NON-OWNED                                                                                                                        | [1-1-79/80]                                                                                  |            |                     | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$              |                |
|             | EXCESS LIABILITY  UMBRELLA FORM                                                                                                  |                                                                                              |            |                     | BODILY INJURY AND                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$              | \$             |
|             | OTHER THAN UMBRELLA                                                                                                              |                                                                                              |            |                     | PROPERTY DAMAGE<br>COMBINED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                |
| 1           | WORKERS' COMPENSATION                                                                                                            |                                                                                              | •          |                     | STATUTORY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | -              |
|             | and<br>EMPLOYERS' LIABILITY                                                                                                      |                                                                                              |            |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$              | (EACH ACCIDENT |
|             | OTHER                                                                                                                            |                                                                                              |            |                     | The state of the s | <u> </u>        | -              |
| pseculation | N OF OPERATE NS/200 ATTOMS WEST                                                                                                  |                                                                                              | فندور      |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Stra Book ty    |                |
|             |                                                                                                                                  | च्यों<br>च                                                                                   |            | •                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                |
|             | G TE                                                                                                                             | **************************************                                                       | 02000      | llad before the eve | piration data there                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | of the issuin   | a com-         |
| Car         | paraethende                                                                                                                      | the above described policies be awar to mail to days writte shall impose no obligation or li | n notic    | ce to the below no  | amed certificate he                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | older, but fai  | lure to        |
|             | NAME AND ADDRESS OF CE                                                                                                           | ERTIFICATE HOLDER:                                                                           | -          |                     | February 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1070            |                |
|             |                                                                                                                                  | North Las Vegas                                                                              |            | DATE ISSUED:_       | February 1,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | 700.           |
|             | City Cl<br>P.O. Bo                                                                                                               | x 4086                                                                                       |            | Dav                 | is H. Me                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | <u> </u>       |
|             | North L                                                                                                                          | as Vegas, Nevada 89030                                                                       |            |                     | AUTHORIZED RE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | L- NEGENTATIVE  |                |

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ACORD 25 (Ed. 11-77)

NAME AND ADDRESS OF AGENCY **COMPANIES AFFORDING COVERAGES** CRAGIN AND PIKE, INC. 320 SOUTH THIRD ST. COMPANY LETTER LAS VEGAS, NEVADA 89101 GRANITE STATE INS. CO. COMPANY LETTER CHARTER NATIONAL INS. CO. NAME AND ADDRESS OF INSURED COMPANY LETTER SILVER STATE DISPOSAL CO., ETAL NORTH EASTERN FIRE, INS. CO. 770 EAST SAHARA AVE. COMPANY LETTER LAS VEGAS, NEVADA 89104 COMPANY LETTER

| TYPE OF INSURANCE                                                                     | POLICY NUMBER                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                               | Limits of Liability in Thousands (000)                                                                                                                                                                            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| GENERAL LIABILITY  X COMPREHENSIVE FORM                                               | TO BE DETERMINED                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                               | BODILY INJURY                                                                                                                                                                                                     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| PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARD                                    | (BINDER)                                                                                                                                                                                                                                                                                                                                                   | 1/23/82                                                                                                                                                                                                                                                                                                                                                       | PROPERTY DAMAGE                                                                                                                                                                                                   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| PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                                                                                                                                                                  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| PERSONAL INJURY                                                                       |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | PERSONAL II                                                                                                                                                                                                       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| AUTOMOBILE LIABILITY                                                                  |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | BODILY INJURY<br>(EACH PERSON)                                                                                                                                                                                    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| COMPREHENSIVE FORM                                                                    |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | BODILY INJURY<br>(EACH ACCIDENT)                                                                                                                                                                                  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| HIRED                                                                                 |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | PROPERTY DAMAGE                                                                                                                                                                                                   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| NON-OWNED                                                                             |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | BODILY INJURY AND PROPERTY DAMAGE COMBINED                                                                                                                                                                        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| X UMBRELLA FORM                                                                       | CXS100739                                                                                                                                                                                                                                                                                                                                                  | 1/23/80                                                                                                                                                                                                                                                                                                                                                       | 1                                                                                                                                                                                                                 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| OTHER THAN UMBRELLA FORM                                                              | N.E. 1793                                                                                                                                                                                                                                                                                                                                                  | 1/23/80                                                                                                                                                                                                                                                                                                                                                       | COMBINED                                                                                                                                                                                                          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| NORKERS' COMPENSATION                                                                 |                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                               | STATUTORY                                                                                                                                                                                                         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| and EMPLOYERS' LIABILITY                                                              | -                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                   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|                                                                                       | EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE XINDEPENDENT CONTRACTORS PERSONAL INJURY  AUTOMOBILE LIABILITY COMPREHENSIVE FORM OWNED HIRED NON-OWNED EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM ORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER | EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE XINDEPENDENT CONTRACTORS PERSONAL INJURY  AUTOMOBILE LIABILITY COMPREHENSIVE FORM OWNED HIRED NON-OWNED  EXCESS LIABILITY X UMBRELLA FORM OTHER THAN UMBRELLA FORM ORKERS' COMPENSATION and EMPLOYERS' LIABILITY OTHER | EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD X CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE X INDEPENDENT CONTRACTORS PERSONAL INJURY  AUTOMOBILE LIABILITY 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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

UMBRELLA LIABILITY IS EXCESS OVER \$500,000 CSL - AUTOMOBILE AND GENERAL LIABILITY

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

CANY OF MORTH

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF NORTH LAS VEGAS

CITY CLERK

P.O. BOX 4086

NORTH LAS VEGAS, NEVADA 89030

JANUARY 18, 1979 DATE ISSUED:

TD/BM

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| 6260061 | SOME CONTROLLS AS ACCURATE OR A MACROSTAL OR ANGLOSTAL OR ANGLOSTAL OR ANGLOSTAL OR ANGLOSTAL AN |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Q3Q7Q1  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERN ON RICHTS UPON THE CERTIFICATE HOLDER.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| •.]     | TRIES CHRATIFICANTE DOUGS MOT AMMEND. EXTENDE OR ALTHER THEE CONFERENCE AFFORTING OR THE POLICIES MISTER REGION.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

| THE CHARME COMMENCE OF AMERICA, CONTENTS OF ALTER T          | THE COVERAGE AFFORDED BY THE POLICIES LISTED ELEVOY. |
|--------------------------------------------------------------|------------------------------------------------------|
| NAME AND ADDRESS OF AGENCY                                   |                                                      |
| CRAGIN & PIKE INSURANCE AGENCY                               | Companies affording coverages                        |
| 320 SOUTH THIRD ST.<br>LAS VEGAS, NEVADA                     | COMPANY A N/A (see attached certificate)             |
|                                                              | COMPANY CO. GUARANTY NATIONAL INS. CO.               |
| NAME AND ADDRESS OF INSURED SILVER STATE DISPOSAL CO., ET AL | COMPANY C                                            |
| 770 E. SAHARA AVENUE<br>LAS VEGAS, NEVADA 89104              | COMPANY D                                            |
|                                                              | COMPANY E                                            |
|                                                              |                                                      |

| COMPANY |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0011014                   | Limits of Liability in Thousands (000)           |                    |                                       |  |
|---------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------------------------------------------|--------------------|---------------------------------------|--|
| ETTER   | TYPE OF INSURANCE                          | POLICY NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | POLICY<br>EXPIRATION DATE |                                                  | EACH<br>OCCURRENCE | AGGREGATE                             |  |
|         | GENERAL LIABILITY                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | BODILY INJURY                                    | \$                 | \$                                    |  |
|         | COMPREHENSIVE FORM                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |                                                  |                    |                                       |  |
|         | PREMISES—OPERATIONS EXPLOSION AND COLLAPSE |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | PROPERTY DAMAGE                                  | \$                 | \$                                    |  |
|         | HAZARD UNDERGROUND HAZARD                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           |                                                  |                    |                                       |  |
|         | PRODUCTS/COMPLETED OPERATIONS HAZARD       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | BODILY INJURY AND                                |                    |                                       |  |
|         | CONTRACTUAL INSURANCE 8ROAD FORM PROPERTY  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | PROPERTY DAMAGE<br>COMBINED                      | \$                 | \$                                    |  |
|         | DAMAGE INDEPENDENT CONTRACTORS             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | j į                       |                                                  |                    |                                       |  |
|         | PERSONAL INJURY                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | PERSONAL IN                                      | NJURY              | \$                                    |  |
|         | AUTOMOBILE LIABILITY                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | BODILY INJURY<br>(EACH PERSON)                   | \$                 | , , , , , , , , , , , , , , , , , , , |  |
|         | COMPREHENSIVE FORM                         | EAL 75935                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1724,00                   | BODILY INJURY<br>(EACH OCCURRENCE)               | \$                 |                                       |  |
|         | HIRED                                      | EXCESS LIABILITY ONLY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 1/24/80                   | PROPERTY DAMAGE                                  | \$                 |                                       |  |
|         | NON-OWNED                                  | The state of the s |                           | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | \$ .               |                                       |  |
|         | EXCESS LIABILITY                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | BODILY INJURY AND                                |                    |                                       |  |
|         | UMBRELLA FORM                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | PROPERTY DAMAGE                                  | \$500,000          | 15 <b>500</b> , 0                     |  |
|         | OTHER THAN UMBRELLA FORM                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | COMBINED                                         |                    |                                       |  |
|         | WORKERS' COMPENSATION                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                           | STATUTORY                                        |                    |                                       |  |
| Ì       | and<br>EMPLOYERS' LIABILITY                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ]                         |                                                  | 1.                 |                                       |  |
|         | OLUME CORPLOS CIABILITY                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ļ <u>.</u>                |                                                  | \$                 | (EACH ACCIDEN                         |  |

THIS EXCESS POLICY REPRESENTS LIABILITY FOR OWNED AUTOMOBILES OVER A PRIMARY LIMIT OF \$15,000 EACH PERSON BODILY INJURY LIABILITY, \$30,000 EACH OCCURRENCE BODILY INJURY LIABILITY PROVIDED BY HARTOFORD INSURANCE GROUP - GARBAGE DISPOSAL COMPANY OPERATIONS.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10— days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF NORTH LAS VEGAS CITY CLERK P. O. BOX 4086

NORTH LAS VEGAS, NEVADA 89030

1/17/79

DATE ISSUED: - Calvard

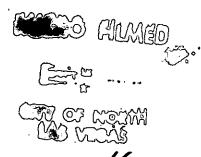
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ACORD 25 (Ed. 2-77)

| ➤ Fireman's Fund Insurance Com  ☐ The American Insurance Com                                                    | npany 🗆 Associated                                 | iurety Corporation<br>Indemnity Corporation<br>Automobile Insurance Compa | CONTINUATION                                 | N CERTIFICATE                                 |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| PRODUCTION CODE PREFIX                                                                                          | BOND NUMBER                                        | CONTINUED FROM                                                            |                                              | то                                            |
| 27 051 012 C                                                                                                    | 6085635                                            | 10-1-77                                                                   | 10-1-7                                       | 78                                            |
| ON BEHALF OF                                                                                                    |                                                    |                                                                           |                                              |                                               |
| DISPOSAL TRANSPORAT                                                                                             | TION, INC.                                         | ·                                                                         |                                              |                                               |
| IN FAVOR OF                                                                                                     | • •                                                |                                                                           |                                              | <u> </u>                                      |
| CIMP OF BODGE TAC ST                                                                                            | MANUAL SANC                                        |                                                                           |                                              | , (.)<br>(.)                                  |
| CITY OF NORTH LAS VI                                                                                            | GAS, NEVANA                                        |                                                                           |                                              | • 2                                           |
| TYPE OF BOND                                                                                                    |                                                    | 10-1-63                                                                   | AMT. OF BOND                                 | PREMIUM                                       |
| SURETY                                                                                                          |                                                    | 10-1-63                                                                   | \$ 5,000.                                    | <b>\$ 75.</b>                                 |
| EXECUTED AT (CITY - STATE)                                                                                      |                                                    |                                                                           | DATE                                         | _*.                                           |
| RENO, NEVADA                                                                                                    |                                                    |                                                                           | 8-23-                                        | 77                                            |
| In consideration of an force for the period indicate Surety under the Bond and a herein. This certificate shall | ed. Continuation is su<br>any and all continuation | ons ther <mark>eof shall</mark> in no eve                                 | t the maximum aggre-<br>ent exceed the amoun | gate liability of the<br>t of liability shown |
|                                                                                                                 | N INSURANCE AGEN                                   | <u> </u>                                                                  | FUND INSURANCE SURETY                        |                                               |
| PRODUCER OF                                                                                                     | K AGENI                                            | LINDA L.                                                                  | DORF                                         | ATTORNEY N-FACT                               |

360156-3-71

PRODUCER'S COPY



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Militanta established region metale il ilegues entre de comenciale dan vilo nomanional to reitam a ca ceuesi ci elegicati THIS CERTIFICATE DOES NOT AMENDERMEND OR ALTER THE COVERAGE APPORDED BY THE POLICIES HISTORICAL NAME AND ADDRESS OF AGENCY COMPANIES AFFORDING COVERAGES HARLEY E. HARMON INS. AGENCY, INC. COMPANY LETTER 800 E. CHARLESTON BLVD. HERITAGE INS. CO. LAS VEGAS, NEVADA 89104 COMPANY LETTER NAME AND ADDRESS OF INSURED COMPANY LETTER SILVER STATE DISPOSAL CO., ETAL... 770 E. ŚAHARA AVE. COMPANY LETTER LAS VEGAS, NEVADA 89104 COMPANY This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Limits of Liability in Thousands (000) POLICY EXPIRATION DATE COMPANY LETTER TYPE OF INSURANCE POLICY NUMBER EACH OCCURRENCE **AGGREGATE** GENERAL LIABILITY **BODILY INJURY** COMPREHENSIVE FORM PREMISES—OPERATIONS PROPERTY DAMAGE EXPLOSION AND COLLAPSE HAZARD UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD BODILY INJURY AND \$ 500,000 \$ 500,000 CONTRACTUAL INSURANCE PROPERTY DAMAGE COMBINED BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS PERSONAL INJURY PERSONAL INJURY BODILY INJURY (EACH PERSON) AUTOMOBILE LIABILITY 100,000 800,000 COMPREHENSIVE FORM BODILY INJURY (EACH ACCIDENT) OWNED PROPERTY DAMAGE 000,000£ HIRED BODILY INJURY AND NON-OWNED PROPERTY DAMAGE COMBINED EXCLOS LIABILITY **BODILY INJURY AND** UMBRELLA FORM PROPERTY DAMAGE X OTHER THAN UMBRELLA GLA 7202 7-19-79 1,000,000|1,000,000 COMBINED FORM Workers' Compensation STATUTORY **EMPLOYERS' LIABILITY** (EACH ACCIDENT) OTHER DESCRIPTION OF PENTONS TO CATIONS

Cancellation Siguid any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10... days written notice to the below named certificate holder, but failure to mail successful impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
CITY OF NO. LAS VEGAS, CITY CLERK

P. O. BOX 4086

NO. LAS VEGAS, NEVADA 89030

**/9-12-**78

ek e. harmon

AGENCY, INC.

HORIZED REPRESENTATIVE

A-46

SEMERAL STOPS AT ARROWS TAINCAGE OF INSUPANCE.

MEAN THE REPURSE OF THE REP

| NAME AN     | D ADDRESS OF AGENCY                                                                                                              | เกลารรั เกลานาพรายบุลานาราวเกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิดเกิด                             | real residence | TOPIONIONIE EDIMEN                           | พามหา เพลาเล็กซาการ                                                | Defision,                  | ~ GA                                  |
|-------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------|----------------------------------------------|--------------------------------------------------------------------|----------------------------|---------------------------------------|
|             | ey E. Harmon Ins.                                                                                                                | Agency, Inc.                                                                                    | COR            | APANIES AFFORD                               | ING COVERAGES                                                      |                            |                                       |
|             | E. Charleston Blvd<br>Vegas, Nevada 891                                                                                          |                                                                                                 | COMP           | ANY A Herita                                 | age Ins. Comp                                                      | any                        |                                       |
|             |                                                                                                                                  |                                                                                                 | COMP           | any B                                        |                                                                    |                            |                                       |
|             | D ADDRESS OF INSURED                                                                                                             | 01                                                                                              | COMP           |                                              |                                                                    |                            |                                       |
|             | er State Disposal :<br>E. Sahara Ave.                                                                                            | Co., etal.                                                                                      | COMP           |                                              |                                                                    |                            |                                       |
| Las         | Vegas, Nevada 891                                                                                                                | 04                                                                                              | LETTE          |                                              |                                                                    |                            | ····                                  |
|             |                                                                                                                                  |                                                                                                 | COMP           | ANY E                                        |                                                                    |                            | •                                     |
| This is     | to certify that policies of ir                                                                                                   | nsurance listed below have been                                                                 | issued t       | o the insured nam                            |                                                                    |                            |                                       |
| COMPANY     | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER                                                                                   |                | POLICY<br>EXPIRATION DATE                    | Limits of Liabi                                                    | EACH<br>OCCURRENCE         | ds (000)<br>AGGREGATE                 |
|             | GENERAL LIABILITY                                                                                                                | . ,                                                                                             | <del></del>    |                                              |                                                                    | 1                          |                                       |
|             | COMPREHENSIVE FORM                                                                                                               |                                                                                                 | •              |                                              | BODILY INJURY                                                      | \$                         | \$<br>                                |
|             | PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD                                                                                |                                                                                                 |                |                                              | PROPERTY DAMAGE                                                    | \$                         | \$                                    |
|             | UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS |                                                                                                 |                |                                              | BODILY INJURY AND PROPERTY DAMAGE COMBINED                         | \$ 500,000                 | 500,000                               |
|             | PERSONAL INJURY                                                                                                                  |                                                                                                 |                |                                              | PERSONAL II                                                        | NJURY                      | \$                                    |
| Ź           | AUTOMOBILE LIABILITY  X COMPREHENSIVE FORM                                                                                       | ·                                                                                               |                |                                              | BODILY INJURY<br>(EACH PERSON)<br>BODILY INJURY<br>(EACH ACCIDENT) | \$ 100,000<br>\$ 300,000   |                                       |
|             | OWNED HIRED                                                                                                                      |                                                                                                 |                |                                              | PROPERTY DAMAGE                                                    | \$ 100,000                 |                                       |
|             | NON-OWNED                                                                                                                        |                                                                                                 |                | ,                                            | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED                   | \$                         |                                       |
| A           | UMBRELLA FORM  OTHER THAN UMBRELLA FORM                                                                                          | GLA 7202                                                                                        |                | 7-19-78                                      | BODILY INJURY AND PROPERTY DAMAGE COMBINED                         | \$ 1,000,0                 | 00<br>1,000,00                        |
|             | workers' compensation                                                                                                            |                                                                                                 |                |                                              | STATUTORY                                                          |                            | <b></b>                               |
|             | and EMPLOYERS' LIABILITY                                                                                                         |                                                                                                 |                |                                              | and the second second                                              | \$                         | (EACH ACCIDENT)                       |
|             | OTHER                                                                                                                            |                                                                                                 |                |                                              | - M. E. W                                                          | 1                          | · · · · · · · · · · · · · · · · · · · |
| DESCRIPTION | ON OF OPERATIONS/LOCATIONS/VEH                                                                                                   | ICLES                                                                                           |                | <u>.                                    </u> |                                                                    |                            |                                       |
|             | e Gemin                                                                                                                          | F Ogora                                                                                         |                |                                              |                                                                    |                            |                                       |
| Car         | pany will ende                                                                                                                   | the above described policies beavor to mail _10_ days writt<br>ce shall impose no obligation or | en notic       | ce to the below na                           | amed certificate he                                                |                            |                                       |
|             | NAME AND ADDRESS OF City of No. City Clerk                                                                                       | ( 'o(o') 'o(a')                                                                                 |                | DATE ISSUED:                                 | 8=25=78                                                            |                            |                                       |
|             | P.O. Box 40                                                                                                                      | 086                                                                                             |                | Zak                                          | lus/4/2                                                            | Julmo                      | of On                                 |
|             | North Las V                                                                                                                      | /egas, Nevada 89030                                                                             |                | Harle                                        | B. Harmon I                                                        | presentátive<br>ns. Agency | , Inc.                                |

ACORD 25 (Ed. 11-77)

This is to Certify, that policies in the name of

Silver State Disposal et al 770 E. Sahara Avenue Las Vegas, Nevada

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

| KIND OF<br>Insurance                            | POLICY<br>Number | POLICY<br>PERIOD | LIMITS                      |           |                       |  |  |  |
|-------------------------------------------------|------------------|------------------|-----------------------------|-----------|-----------------------|--|--|--|
| MODERATION                                      |                  | Eff.             | Workmen's Compensation Ins. |           | STATUTORY             |  |  |  |
| WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY |                  | Exp.             | Employers' Liability Ins.   | \$        |                       |  |  |  |
|                                                 |                  |                  | BODILY INJURY               | P         | ROPERTY DAMAGE        |  |  |  |
| COMPREHENSIVE GENERAL                           | , ,              | Eff.             | \$ , 000 Each occurrenc     | e \$      | , 000 Each occurrence |  |  |  |
| LIABILITY                                       |                  | Ехр.             | \$ , 000 Aggregate          | \$        | , 000 Aggregate       |  |  |  |
| MANUFACTURERS' AND                              |                  | Eff.             | \$ , 000 Each occurrenc     | e \$      | , 000 Each occurrence |  |  |  |
| CONTRACTORS' LIABILITY                          |                  | Exp.             |                             | \$        | , 000 Aggregate       |  |  |  |
| OWNERS', LANDLORDS'                             |                  | Eff.             | \$ , 000 Each occurrenc     | e \$      | , 000 Each occurrence |  |  |  |
| AND TENANTS' LIABILITY                          |                  | Exp.             |                             | \$        | , 000 Aggregate t     |  |  |  |
| CONTRACTUAL                                     |                  | Eff.             | \$ , 000 Each occurrenc     | <b>\$</b> | , 000 Each occurrence |  |  |  |
| LIABILITY                                       |                  | Exp.             |                             | \$        | , 000 Aggregate       |  |  |  |
| AUTOMOBILE LIABILITY                            |                  |                  |                             | }         |                       |  |  |  |
| Owned Automobiles                               |                  | Eff.             | (\$ , 000 Each person       | (\$       | ,000 Each occurrence  |  |  |  |
| Hired Automobiles                               |                  | Ęхр.             | (\$ , 000 Each occurrence   | •(        |                       |  |  |  |
| Non-Owned Automobiles                           |                  |                  |                             | )         |                       |  |  |  |
| COMPREHENSIVE AUTO-                             |                  | Eff.             | \$ , 000 Each person        | \$        | , 000 Each occurrence |  |  |  |
| MOBILE LIABILITY                                |                  | Exp.             | \$ , 000 Each occurrence    |           |                       |  |  |  |
| OTHER:                                          |                  | Eff. 5-11-787    | 10,000 each person          | 20,00     | 0 ea occurrence       |  |  |  |
| Excess Liability                                | FGP010301        | Exp.: 5=11=79    | 20,000 ea occurrenc         | e ·       |                       |  |  |  |

<sup>†</sup> Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction and demolition.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: 5-16-78

Name of Zale Indemnity Company

CERTIFICATE ISSUED TO:

City of North Las Vegas

NAME City Clerk
and P.O. Box 4086 North Las Vegas 89030

A-46



ਰੰਗ Hartford Accident and Indemnity Company ੰਗ Hartford Accident and Indemnity Company ੰਗ Hartford Casualty Insurance Company S O New York Underwriters Insurance Company
7 Twin City Fire Insurance Company

This is to certify that the company designated herein by Co. Code has issued to the named insured the policies enumerated below.

Co. Code

Named Insured and Address

SILVER STATE DISPOSAL CO., ETAL 770 E. SAHARA AVE. LAS VEGAS, NV. 89104

The policies indicated herein apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein but this certificate of insurance does not amend, extend or otherwise alter the terms and conditions of the insurance coverage in the policies identified herein.

|                                        |                               |                                                |                           | Cov       | er                      | ages and Lin       | ni  | ts of Liabili       | ty                 | 7                        |          |          |  |
|----------------------------------------|-------------------------------|------------------------------------------------|---------------------------|-----------|-------------------------|--------------------|-----|---------------------|--------------------|--------------------------|----------|----------|--|
|                                        |                               | (SINGLE LIMIT)                                 |                           |           |                         | (DUAL LIMITS)      |     |                     |                    |                          |          |          |  |
| Wd-                                    | Policy Number                 | P                                              | Bodily Inj<br>roperty Dam |           | Bodily Injury Liability |                    |     |                     |                    | Property Damage Liabilit |          |          |  |
| Hazards                                | Policy Term                   | , each occurrence                              |                           | aggregate |                         | each<br>occurrence |     | aggregate           | each<br>occurrence |                          | aggrega  |          |  |
| General Liability Premises-Operations  |                               | \$                                             | ,000                      | 3 ,000    | \$                      | ,000               | !   | XXXX                | \$                 | ,000,                    | \$       | ,000     |  |
| Independent Contractors                |                               | \$                                             | ,000 \$                   |           | \$                      | ,000,              |     | XXXX                | \$                 | ,000                     | <br>\$   | ,000     |  |
| Completed Operations;<br>Products      |                               | \$                                             | ,000                      | 3 ,000    | \$                      | ,000               | \$  | .000                | \$                 | ,000                     | <u> </u> | ,000     |  |
| Contractual (as described below)       |                               | \$                                             | ,000                      | ,000      | \$                      | ,000               |     | XXXX                | \$                 | ,000                     | \$       | ,000     |  |
|                                        | <u></u>                       |                                                |                           | Cov       | er                      | ages and Lin       | ni  | ts of Liabili       | ty                 | 7                        |          |          |  |
|                                        |                               |                                                | (SINGLE                   | LIMIT)    | (DUAL LIMITS)           |                    |     |                     |                    |                          |          |          |  |
| Policy Number and                      |                               | Bodily Injury and<br>Property Damage Liability |                           |           | Bodily Injury Liability |                    |     |                     |                    | Property Dama            | age L    | lability |  |
| Hazards                                | Policy Term                   | *each<br>occurrence                            |                           | aggregate |                         | cach person        |     | *each<br>occurrence |                    | *each<br>occurrence      | ag       | gregate  |  |
| Automobile Liability Owned Automobiles | 57 AZ 236103<br>01-01-78 to 7 | <b>9</b> 6>                                    | ,000                      | XXXX      | \$                      | <b>1</b> 5,000     | \$  | 30,000              | \$                 | 5,000                    | X        | XXX ·    |  |
| Hired Automobiles                      |                               | 8                                              | ,000                      | XXXX      | \$                      | ,000               | \$  | ,000,               | S                  | ,000                     | X        | XXX      |  |
| Non-Owned Automobiles                  |                               | \$                                             | ,000                      | XXXX      | \$                      | ,000               | \$  | ,000                | \$                 | ,000                     | X        | XXX      |  |
|                                        |                               |                                                |                           |           |                         | •                  |     |                     |                    | :                        |          |          |  |
| Workmen's Compensation and             |                               |                                                |                           |           | C                       | ompensation -      |     | Statutory .         |                    |                          |          |          |  |
| Employers' Liability                   |                               |                                                |                           |           | E                       | mployers' Lia      | bil | ity —               | \$                 | ,000                     | _        |          |  |
| Umbrella Liability                     |                               |                                                |                           |           | \$                      | ,000,000           |     |                     |                    |                          |          |          |  |

<sup>\*</sup>If with respect to Automobile Liability the Policy Number entered above includes the symbol GB, AZ, MVP, MAG or PGB, the word "occurrence" is amended to read "accident".

Location and description of operations, automobiles, contracts, etc. (For contracts, indicate type of agreemed date.)

If policy is canceled, 10 DAYS written notice will be given to:

CITY OF NORTH LAS VEGAS CITY CLERK,

P.O. BOX 4086

NORTH LAS VEGAS,

**3** ල ඇතු

TEE EN

89030

Date 05-11-78

TD/CC

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Silver State Disposal Company, Disposal Investments, Inc., Disposal Transportation, Inc., Clark Sanitation, Inc., Automated Transfer Systems, Inc., Henderson Disposal Service Inc., dba Black Mountain Disposal Co., as their interests may appear.

This is to Certify, that policies in the name of

INSURED ADDRESS SILVER STATE DISPOSAL, ET AL

770 E. Sahara Las Vegas, Nevada THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS. EXTENDS OR ALTERS THE COVERAGE

AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

| · KIND OF INSURANCE                             | POLICY<br>, NUMBER  | POLICY<br>PERIOD | LIM                           | ITS                                   |
|-------------------------------------------------|---------------------|------------------|-------------------------------|---------------------------------------|
| WODENERS COMPENSATION                           | , ** · · · ·        | Eff.             | Workmen's Compensation Ins.   | STATUTORY                             |
| WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY | •                   | Exp.             | Employers' Liability Ins.     | \$                                    |
|                                                 |                     |                  | . BODILY INJURY               | PROPERTY DAMAGE                       |
| COMPREHENSIVE GENERAL                           |                     | Eff.             | \$ , 000 Each occurrence      | \$ , 000 Each occurrence              |
| LIABILITY                                       |                     | Exp.             | \$ , 000 Aggregate            | \$ , 000 Aggregate                    |
| MANUFACTURERS' AND                              |                     | Eff.             | \$ , 000 Each occurrence      | \$ , 000 Each occurrence              |
| CONTRACTORS' LIABILITY                          |                     | Exp.             |                               | \$ ,000 Aggregate                     |
| OWNERS', LANDLORDS'                             | <del>.</del>        | Eff.             | \$ , 000 Each occurrence      | \$ , 000 Each occurrence              |
| AND TENANTS' LIABILITY                          |                     | Ехр.             |                               | \$ , 000 Aggregate t                  |
| CONTRACTUAL                                     | -                   | Eff.             | \$ ,000 Each occurrence       | \$ , 000 Each occurrence              |
| LIABILITY                                       |                     | Ехр.             |                               | \$ , 000 Aggregate                    |
| AUTOMOBILE LIABILITY                            | EAL 75929           |                  | 1.00                          | 100                                   |
| 🔀 Owned Automobiles                             |                     | Eff. 1/25/78     | (\$ 100 ,000 Each person      | (\$ 100 ,000 Each occurrence          |
| Hired Automobiles                               |                     | Exp. 1/25/79     | (\$ 300 , 000 Each occurrence | N .                                   |
| Non-Owned Automobiles                           | xcess of \$25,000 e | ach person \$    | 60,000 each occurrence        | Bodily Injury                         |
| COMPREHENSIVE AUTO-                             | \$25,000 property   | Edamage each     | occurrence 00 Each person     | \$ , 000 Each occurrence              |
| MOBILE LIABILITY                                |                     | Exp.             | \$ , 000 Each occurrence      |                                       |
| OTHER:                                          |                     | Eff.             |                               |                                       |
|                                                 |                     | Exp.             |                               |                                       |
| I                                               |                     |                  |                               | · · · · · · · · · · · · · · · · · · · |

† Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction and demolition. The primary limits of \$25,000/\$50,000/\$25,000 are furnished by Hartford Insurance Group.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: 1/27/78

Name of NATIONAL INSURANCE COMPANY

**CERTIFICATE ISSUED TO:** 

CITY OF NORTH LAS VEGAS

CITY CLERK NAME

P. O. BOX 4086

NORTH LAS VEGAS NEVADA 89030

CITY OF HORTHY LAS WEGAS ~

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|---|--------|---------------|-----------|--------|----------|---------------|----------|-------|-----|---------|-------|-------|------|--------|-----------|-------|
|   | - Tais | EVADRIVEED    | 0S 0SSVED | as a a | o Revial | F ICEO        | REMATION | OUT Y |     | CONFERS | K100· | achts | UPON | THE GE | THE STEEL | HOLOG |
|   |        | STREET STREET |           |        |          |               |          |       |     |         |       |       |      |        |           |       |

|            | THIS GENTREATE (                                                                                                                 | coes not amend, extend or alter t   | THE GO         | verace appoided c | n the policies lieve                             | d deron.           |                 |  |  |  |  |  |
|------------|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|-------------------|--------------------------------------------------|--------------------|-----------------|--|--|--|--|--|
|            | ADDRESS OF AGENCY                                                                                                                | LOTWOY TWO                          | COM            | PANIES AFFORD     | ING COVERAGES                                    |                    |                 |  |  |  |  |  |
| P.         | RLEY E. HARMON INS.<br>O. BOX 42849<br>S VEGAS, NEVADA 89                                                                        | . AGENCY, INC.                      | COMPA          |                   | & OTHER BRITIS                                   | SH COMPANI         | ES              |  |  |  |  |  |
|            | ,,                                                                                                                               |                                     | COMP/<br>LETTE | ANY B             |                                                  |                    |                 |  |  |  |  |  |
|            | ADDRESS OF INSURED  LVER STATE DISPOSAL                                                                                          | I CO FTAT                           | COMPANY C      |                   |                                                  |                    |                 |  |  |  |  |  |
| 77         | O EAST SAHARA<br>S VEGAS, NEVADA 89                                                                                              |                                     | COMP/<br>LETTE |                   |                                                  |                    |                 |  |  |  |  |  |
|            | S VEGAS, NEVADA O.                                                                                                               | 7114                                | COMPANY E      |                   |                                                  |                    |                 |  |  |  |  |  |
| This is t  | o certify that policies of in                                                                                                    | surance listed below have been is:  | sued to        | o the insured nam |                                                  |                    |                 |  |  |  |  |  |
| COMPANY    | TYPE OF INICHIDANCE                                                                                                              | BOLICY NUMBER                       |                | POLICY            | Limits of Liabil                                 |                    |                 |  |  |  |  |  |
| LETTER     | TYPE OF INSURANCE                                                                                                                | POLICY NUMBER                       |                | EXPIRATION DATE   |                                                  | EACH<br>OCCURRENCE | AGGREGATE       |  |  |  |  |  |
|            | GENERAL LIABILITY  COMPREHENSIVE FORM                                                                                            |                                     |                |                   | BODILY INJURY                                    | \$                 | \$              |  |  |  |  |  |
|            | PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD                                                                                |                                     |                |                   | PROPERTY DAMAGE                                  | \$                 | \$              |  |  |  |  |  |
|            | UNDERGROUND HAZARD PRODUCTS/COMPLETED OPERATIONS HAZARD CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE INDEPENDENT CONTRACTORS |                                     |                |                   | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | \$500,000          | £500,000        |  |  |  |  |  |
|            | PERSONAL INJURY                                                                                                                  |                                     |                |                   | PERSONAL IN                                      | เมนหy              | \$              |  |  |  |  |  |
|            | AUTOMOBILE LIABILITY                                                                                                             | -                                   |                |                   | BODILY INJURY<br>(EACH PERSON)                   | \$100,000          |                 |  |  |  |  |  |
|            | COMPREHENSIVE FORM                                                                                                               |                                     |                |                   | BODILY INJURY<br>(EACH OCCURRENCE)               | \$300,000          | :               |  |  |  |  |  |
|            | HIRED                                                                                                                            |                                     |                |                   | PROPERTY DAMAGE                                  | \$100,000          |                 |  |  |  |  |  |
|            | NON-OWNED                                                                                                                        |                                     |                |                   | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | \$                 | ·               |  |  |  |  |  |
| A          | EXCESS LIABILITY    X                                                                                                            | EXL 9577<br>\$5,000,000 limits exce | ess c          | 9-5-78 (          | BODILY INJURY AND<br>PROPERTY DAMAGE<br>COMBINED | \$                 | \$              |  |  |  |  |  |
|            | WORKERS' COMPENSATION and                                                                                                        | - Chose Indicaced                   |                |                   | STATUTORY                                        |                    |                 |  |  |  |  |  |
|            | EMPLOYERS' LIABILITY                                                                                                             |                                     |                |                   | •••                                              | \$                 | (EACH ACCIDENT) |  |  |  |  |  |
|            | OTHER                                                                                                                            |                                     |                |                   |                                                  |                    |                 |  |  |  |  |  |
| DESCRIPTIO | ON OF OPERATIONS/LOCATIONS/VEHIO                                                                                                 | CLES                                |                |                   |                                                  |                    |                 |  |  |  |  |  |

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10... days written notice to the below named certificate holder, but failure to impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF NORTH LAS VEGAS

CITY CLERK

BOX 40860

89030 egasą nevada

RIZZO REPRESENTATIVE

A-46



FIREMAN'S FUND INSURANCE COMPANY
THE AMERICAN INSURANCE COMPANY
NATIONAL SURETY CORPORATION
ASSOCIATED INDEMNITY CORPORATION
AMERICAN AUTOMOBILE INSURANCE COMPANY

CERTIFICATE OF INSURANCE

TO:

CITY OF NORTH LAS VEGAS P.O. BOX 4986 NORTH LAS VEGAS, NEVADA 89030 Attention: Philip Carr

DATE 1-23-76

THIS IS TO CERTIFY THAT THE COMPANY OR COMPANIES CHECKED ABOVE HAVE IN FORCE AS OF THE DATE HEREOF THE FOLLOWING POLICY OR POLICIES.

NAME AND ADDRESS OF INSURED OR EMPLOYER

| LOCATION OF PROPERTY, DESCRIPTION OF OPERATIONS, BUSINESS CONDUCTED

NAME AND ADDRESS OF INSURED OR EMPLOYER
Silver State Disposal Co., Disposal Investments, Inc.,

Clark Sanitation, Inc., Automated Transfer Systems, Inc.,

Henderson Disposal Service, Inc., Disposal Transportation, Inc. 770 E. Sahara Ave., Las Vegas, Nev. 89105

| KIND OF INSURANCE                                                                                                       | POLICY NUMBER | EXPIRATION | LIMITS OF LIABILITY                                                                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------------|---------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| WORKMEN'S COMPENSATION                                                                                                  |               |            | STATUTORY                                                                                                                                                                                       |
| EMPLOYERS' LIABILITY                                                                                                    |               | -          | THOUSAND DOLLARS, EACH PERSON THOUSAND DOLLARS, EACH ACCIDENT                                                                                                                                   |
| BODILY-INJURY LIABILITY OTHER THAN AUTOMOBILE "                                                                         | LA230 75 41   | 1=23=77    | 500 THOUSAND DOLLARS, EACH OCCURRENCE 500 THOUSAND DOLLARS, AGGREGATE PRODUCTS AND COMPLETED OPERATIONS                                                                                         |
| PROPERTY DAMAGE LIABILITY OTHER THAN AUTOMOBILE                                                                         | LA 230 75 41  | 1=23=77    | INC. THOUSAND DOLLARS, EACH OCCURRENCE INC. THOUSAND DOLLARS, AGGREGATE OPERATIONS THOUSAND DOLLARS, AGGREGATE PROTECTIVE INC. THOUSAND DOLLARS, AGGREGATE CONTRACTUAL AND COMPLETED OPERATIONS |
| AUTOMOBILE: BODILY INJURY LIABILITY*                                                                                    |               |            | THOUSAND DOLLARS, EACH PERSON THOUSAND DOLLARS, EACH DCCURRENCE                                                                                                                                 |
| PROPERTY DAMAGE LIABILITY*                                                                                              |               |            | THOUSAND DOLLARS, EACH OCCURRENCE                                                                                                                                                               |
| MEDICAL PAYMENTS                                                                                                        |               |            | \$ EACH PERSON                                                                                                                                                                                  |
| COMPREHENSIVE—LOSS OF OR DAMAGE TO THE AUTOMOBILE, EXCEPT BY COLLISION OR UPSET BUT INCLUDING FIRE, THEFT AND WINDSTORM |               |            | ACTUAL CASH VALUE UNLESS OTHERWISE STATED HEREIN                                                                                                                                                |
| COLLISION OR UPSET                                                                                                      |               |            | ACTUAL CASH VALUE LESS \$ DEDUCYIBLE                                                                                                                                                            |
|                                                                                                                         |               |            |                                                                                                                                                                                                 |
|                                                                                                                         |               |            |                                                                                                                                                                                                 |

DESCRIPTION AND LOCATION OF OPERATIONS AND AUTOMOBILES COVERED

HARLEY E. HARMON

INSURANCE & BONDS

800 E. CHARLESTON BLVD. — Tel.: 382-6011



RETURN RECEIPT REQUESTED





Ester Borden City Clerk City of North Las Vegas P.O. Box 4086 North Las Vegas, Nevada 89030

Haldshillandlillandlladalalladd

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS SILVER STATE DISPOSAL CO., DISPOSAL

INVESTMENTS, INC., DISPOSAL TRANSPORTATION,

INC., CLARK SANITATION, INC., AUTOMATED TRANSFER SYSTEMS, INC., HENDERSON DISPOSAL

SERVICE, INC. - C/O MR. JOSEPH ANSTETT, TREASURER

770 E. SAHARA AVENUE - LAS VEGAS, NEVADA

are in force at the date hereof, as follows:

| KIND OF<br>Insurance                                                              | POLICY<br>Number | POLICY<br>PERIOD           | LIMITS                                                  |                                            |     |                       |  |
|-----------------------------------------------------------------------------------|------------------|----------------------------|---------------------------------------------------------|--------------------------------------------|-----|-----------------------|--|
| WORKMEN'S COMPENSATION AND EMPLOYERS' LIABILITY                                   |                  | Eff.<br>Exp.               | Workmen's Compensation Ins<br>Employers' Liability Ins. |                                            |     | STATUTORY             |  |
| <u> </u>                                                                          | •                |                            |                                                         | BODILY INJURY AND                          |     | PROPERTY DAMAGE       |  |
| COMPREHENSIVE GENERAL<br>LIABILITY                                                | GIA753086        | Eff. 1/1/76<br>Exp. 1/1/77 | \$                                                      | 300 ,000 Combin                            | ed  | Single Limit          |  |
| MANUFACTURERS' AND CONTRACTORS' LIABILITY                                         |                  | C Eff.                     | \$                                                      | ,000 Combine                               | ed_ | Single Limit          |  |
| OWNERS', LANDLORDS'<br>AND TENANTS' LIABILITY                                     |                  | Eff.<br>Exp.               | \$                                                      | ,000 Combin                                | ed  | Single Limit          |  |
| CONTRACTUÁL<br>LIABILITY (BLANKET)                                                | GIA753086        | Eff. 1/1/76<br>Exp.1/1/77  |                                                         | 300 ,000 Combine                           | ed  | Single Limit          |  |
| AUTOMOBILE LIABILITY  Owned Automobiles  Hired Automobiles  Non-Owned Automobiles |                  | Eff.                       | \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\                  | , 000 Each person<br>, 000 Each occurrence | \$  | ,000 Each occurrence  |  |
| COMPREHENSIVE AUTO-<br>MOBILE LIABILITY                                           |                  | Eff.<br>Exp.               | \$ \$                                                   | , 000 Each person<br>. 000 Each occurrence | \$  | , 000 Each occurrence |  |
| OTHER:                                                                            |                  | EH.<br>Exp.                |                                                         |                                            |     |                       |  |

† Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction and demolition.

INCLUDING AUTOMATIC BROAD FORM CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, PERSONAL INJURY AND COMPLETED OPERATIONS.

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: JANUARY 12,
Name of AMBASSADOR IN

AMBASSADOR INSURANCE COMPANY

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR

NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE

AFFORDED BY ANY POLICY DESCRIBED HEREIN.

AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO:

CITY OF NORTH LAS VEGAS

NAME ATT: MILTON WEISS
AND CITY HALL - 2200 CIVIC CENTER DR.
ADDRESS NORTH LAS VEGAS, NEVADA 89030

This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS SILVER STATE DISPOSAL CO., DISPOSAL INVESTMENTS, INC. DISPOSAL TRANSPORTATION, INC., CLARK SANITATION, INC., AND AUTOMATED TRANSFER SYSTEMS, INC.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

-c/o MR JOSEPH L. ANSTETT, TREASURER -770 E SAHARA AVE , LAS VEGAS, NEVADA

are in force at the date hereof, as follows:

| KIND OF<br>INSURANCE                                                              | POLICY<br>NUMBER | POLICY<br>Period             | LIMITS                                                              |
|-----------------------------------------------------------------------------------|------------------|------------------------------|---------------------------------------------------------------------|
| WORKMEN'S COMPENSATION<br>AND EMPLOYERS' LIABILITY                                | •                | Eff.<br>Exp.                 | Workmen's Compensation Ins. STATUTORY Employers' Liability Ins. \$  |
|                                                                                   | ,                |                              | BODILY INJURY AND PROPERTY DAMAGE                                   |
| COMPREHENSIVE GENERAL LIABILITY                                                   | GLA753086        | Eff. 1/1/76 ><br>Exp. 1/1/77 | \$ 300 ,000 Combined Single Limit                                   |
| MANUFACTURERS' AND CONTRACTORS' LIABILITY                                         |                  | Eff.                         | s ,000 Combined Single Limit                                        |
| OWNERS', LANDLORDS'<br>AND TENANTS' LIABILITY                                     |                  | Eff.                         | \$ ,000 Combined Single Limit                                       |
| CONTRACTUAL (Blanket)                                                             | GLA 753086       | Eff 1/1/76<br>Exp. 1/1/77    | \$ 300 ,000 Combined Single Limit                                   |
| AUTOMOBILE LIABILITY  Owned Automobiles  Hired Automobiles  Non-Owned Automobiles |                  | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$                      |
| COMPREHENSIVE AUTO-<br>MOBILE LIABILITY                                           |                  | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Each occurrence |
| OTHER:                                                                            |                  | Eff.<br>Exp.                 |                                                                     |

Aggregate not applicable if Owners', Landlords' and Tenants' Liability Insurance excludes structural alterations, new construction and demolition.

INCLUDING AUTOMATIC BROAD FORM CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, PERSONAL INJURY AND COMPLETED OPERATIONS:

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated:

lanuary 8, 1976

AMBASSADOR INSURANCE COMPANY

AUTHORIZED REPRESENTATIVE

CERTIFICATE ISSUED TO:

NAME ATT: MILTON WEISS
ADDRESS NORTH LAS VEGAS
ADDRESS NORTH LAS VEGAS, NEVADA 89030

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise after the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

CITY OF NORTH LAS VEGAS MILTON WEIS5

CITY HALL

2200 CIVIC CENTER DRIVE

NORTH LAS VEGAS, NEVADA 89030

ed and Address: SILVER STATE DISPOSAL CO., DISPOSAL INVESTMENTS, CLARK SANITATION, INC., AND AUTOMATED TRANSFER SYSTEMS, RTATION,

| Policy Number  | Policy Term  | Type of Insurance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          | Bodily In | iorv |                         |    | Property O               | lamage |
|----------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|------|-------------------------|----|--------------------------|--------|
|                | <del> </del> | Workmen's Compensation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | $\vdash$ | Statutory |      |                         | Γ  |                          |        |
|                | <u> </u>     | Transfer of the particular of | \$       |           | .000 | Each Person             |    |                          |        |
|                |              | Employers' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$       |           |      | Each Accident           |    |                          |        |
|                |              | , , ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$       |           |      | Medical - Each Person   | ]  |                          |        |
|                |              | - Comprehensive Automobile                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$       | 300       | ,000 | Each Person             |    |                          |        |
| CC 805003      | 9-5-74/75    | Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$       | 300       | ,000 | Each Occurrence         | \$ | 300                      | , 00   |
| 1CC 805003 9-5 | C            | Comprehensive General 7.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$       | 300       | ,000 | Each Occurrence         | \$ | 300                      | , 00   |
|                | 9-5-74/75    | Liability F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |           |      | Aggregate Operations    | \$ | 300                      | , 00   |
|                | \            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |           |      | Aggregate Protective    | \$ |                          | , 00   |
|                |              | Including Blanket Contractual Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |           |      | Aggregate Completed     |    |                          |        |
|                |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$       | 300       | ,000 | Operations and Products | \$ | 300                      | , 00   |
|                |              | Manufacturers' and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$       |           | ,000 | Each Occurrence         | \$ |                          | , 00   |
| :              |              | Contractors' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |          |           |      | Aggregate               | \$ | :                        | , 00   |
|                |              | Owners', Landlords' and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |          |           | ,000 | Each Occurrence         | \$ |                          | , 00   |
|                |              | Tenants' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |          |           |      | Aggregate               | \$ |                          | , 00   |
|                |              | Completed Operations and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$       |           | ,000 | Each Occurrence         | \$ |                          | , 00   |
|                |              | Products Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$       |           | ,000 | Aggregate               | \$ |                          | , 00   |
|                |              | Contractual Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$       |           | ,000 | Each Occurrence         | \$ |                          | , 00   |
|                |              | Contractual Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |          |           |      | Aggregate               | \$ |                          | , 00   |
|                |              | Comprehensive Excess                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$       |           | ,000 | Each Occurrence         | ]  | Combined Pe<br>Injury ar |        |
| :              | <u> </u>     | Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$       |           | ,000 | Aggregate               |    | Property Da              |        |
|                |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |           |      |                         |    |                          |        |
|                |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |          |           |      |                         |    |                          |        |

Description and location of operations and automobiles covered: INCLUDING AUTOMATIC BROAD FORM CONTRACTUAL, BROA ORM PROPERTY DAMAGE, PERSONAL INJURY ANC COMPLETED OPERATIONS.

UTOS & TRUCKS: \$15/30,000 UNINSURED MOTORIST PROTECTION; PHYSICAL DAMAGE ON RIVATE PASSENGER AND PICK-UP VEHICLES IS ACV COMPREHENSIVE AND \$100 DED. L OTHER TRUCKS - \$250. DED. COMPREHENSIVE AND \$1,000. DED. COL

The Company designated below will make every effort to notify the holder of this Certificate of any material change in or cancellation of these policies, but assumes negresponsibility for failure to go so.

UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

A - 46

This is to certify that the policies listed in this Certificate have been issued to the Named Insured by the Company designated below. This Certificate does not amend, extend or otherwise alter the terms, conditions or exclusions of such policies.

Issued To (Name and Address)

CITY OF NORTH LAS VEGAS Attention: Milton Weiss

City Hall

2200 Civic Center Drive

North Las Vegas, Nevada 89030

Named Insured and Address: SILVER STATE DISPOSAL CO., DISPOSAL INVESTMENTS, INC. DISPOSAL TRANSPORTATION, INC., CLARK SANITATION, INC., AND AUTOMATED TRANSFER SYSTEMS, INC. c/o Mr. Joseph L/ Anstett, Treasurer, 770 East Sahara Avenue, Las Vegas, Nevada 89105

| L/ Anstett, T | reasurer, 770 Ea | st Sahara Avenue, I      | as Ve     | gas, Neva      |                         |    |                                 |
|---------------|------------------|--------------------------|-----------|----------------|-------------------------|----|---------------------------------|
| Policy Number | Policy Term      | Type of Insurance        | В         | odily Injury   | Limits of Liability     |    | Property Damage                 |
| •             |                  | Workmen's Compensation   |           |                | utory                   |    |                                 |
|               |                  |                          | \$        |                | Each Person             | 4  |                                 |
|               |                  | Employers' Liability     | \$        |                | Each Accident           | 1  |                                 |
|               |                  | -                        | \$        | , 000          | Medical - Each Person   |    |                                 |
|               |                  | Comprehensive Automobile | \$        |                | Each Person             |    | ····                            |
| 1CC 692581    | 9/5/73-76        | tiability                | \$        |                | Each Occurrence         | \$ | 300,00                          |
|               |                  | Comprehensive Géneral ;  | \$        | <b>300</b> 000 | Each Occurrence         | \$ | <b>300</b> ,00                  |
|               |                  | Liability                |           |                | Aggregate Operations    | \$ | 30000                           |
|               | 3                | Including Blanket        |           |                | Aggregate Protective    | \$ | , 00                            |
|               | 9/5/73-76        | Contractual Liability    |           |                | Aggregate Completed     |    |                                 |
|               | 1                | ,                        | \$        | <b>300</b> 000 | Operations and Products | \$ | 300,00                          |
|               | ·                | Manufacturers' and       | \$        | ,000           | Each Occurrence         | \$ | ,00                             |
| •             |                  | Contractors' Liability   |           |                | Aggregate               | \$ | , 00                            |
|               |                  | Owners', Landlords' and  | \$        | ,000           | Each Occurrence         | \$ | , 00                            |
|               |                  |                          | N G Y     |                | Aggregate               | \$ | , 00                            |
|               | 3                | HARLEY ESH               | W KAIM    |                | Each Occurrence         | \$ | , 00                            |
|               |                  | INSURANCE &              | BON       | DS D           | Aggregate               | \$ | ,00                             |
|               |                  | INSURAINCE C             | T.I       | 202 (011       | Each Occurrence         | \$ | , 00                            |
|               | <u>  80</u>      | D.E. CHARLESTON BLVD.    | . — Tel.: | 302-0VII       | Aggregate               | \$ | , 00                            |
|               |                  | LAS VEGAS, NEVAL         | JA 891U   | 0              | Each Occurrence         |    | Combined Personal<br>Injury and |
|               |                  | inaemnity -              | \$        | ,000           | Aggregate               | 1  | Property Damage                 |
|               |                  |                          |           |                |                         | Ī  |                                 |
|               |                  |                          |           |                |                         |    |                                 |
|               |                  |                          |           |                |                         |    |                                 |

Description and location of operations and automobiles covered: Including Automatic Broad Form Contractual, Broad Form Property Damage, Personal Injury and Completed Operations.

Autos & Trucks: \$15/30,000 Uninsured Motorist Protection; Physical Damage on Private Passenger and Pick-up Vehicles is ACV Comprehensive and \$100 Ded. Collision. All other Trucks - \$250. Ded. Comprehensive and \$1,000. Deductible Collision.

| The Company designated below will make every       | effort to notify | the holder of th | is Certificate of any ŋ | paterial change in or | r cancellation of these poli | cies |
|----------------------------------------------------|------------------|------------------|-------------------------|-----------------------|------------------------------|------|
| but assumes no responsibility for failure to do so |                  |                  | •                       | <b>A</b> .            |                              |      |

🔀 UNITED STATES FIDELITY AND GUARANTY COMPANY

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.

Date Sept. 5, 1973 rwh

By Sulley C. Harron Insurance Agency, Inc.

Gen. 348 (1-73)

( C. V. Starr & Company )

INSERT NAME OF COMPANY. New Hampshire Insurance party Policy #51730244



#### CERTIFICATE OF INSURANCE

NAMED INSURED AND ADDRESS

SILVER STATE DISPOSAL CO., DISPOSAL INVESTMENTS is issued with the understanding that the rights and liabiliINC., DISPOSAL TRANSPORTATION, INC., CLARK ties of the parties will be governed by the original
SANITATION, INC., AND AUTOMATED TRANSFER SYSTEMS policy as it may be lawfully amended by endorsement
from time to time.

1NC., c/o Mr. Joseph L. Anstett, Treasurer
770 East Sahara Avenue, Las Vegas, Nevada 89105

The company hereby states that it has issued to the insured named herein a policy or policies of insurance providing the types of insurance and limits of liability set forth herein. This certificate is furnished as a matter of information only and confers no rights upon the holder. It is issued with the understanding that the rights and liabilities of the parties will be governed by the original policy as it may be lawfully amended by endorsement from time to time.

| TYPE OF INSURANCE                                                      | POLICY | EFFECTIVE | EXPIRATION |                                                                                                         | LIMITS OF                          | LIABILITY                | -                                             |
|------------------------------------------------------------------------|--------|-----------|------------|---------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------|-----------------------------------------------|
| (Indicate by "X" In Box)                                               | NUMBER | DATE      | DATE       | BODILY INJURY LIABILITY                                                                                 |                                    | PROPERTY DAMAGE HABILITY |                                               |
| Camprehensive General Liability                                        |        |           |            |                                                                                                         |                                    |                          |                                               |
| Comprehensive Automobile Liability                                     |        |           |            | \$                                                                                                      | each<br>person                     | 5                        | each<br>occurrence                            |
| Manufacturers' and Contractors' Liability                              |        | •         |            |                                                                                                         | -                                  | \$                       | a ggregate<br>operations                      |
| Owners', Landlords' and<br>Tenants' Liability                          |        |           |            | \$                                                                                                      | each<br>occurrence                 | \$                       | aggregate<br>protective                       |
| Contractual Liability                                                  |        |           |            |                                                                                                         |                                    | \$                       | aggregale<br>products                         |
|                                                                        |        |           |            | s                                                                                                       | aggregate<br>products              | s                        | a ggregate<br>contractual                     |
|                                                                        | • •    |           |            |                                                                                                         | pioatti-                           |                          |                                               |
| WORKMEN'S<br>COMPENSATION                                              |        |           |            | Coverage afforded in accor<br>specified in subdivision (a) be<br>unless otherwise stated in sub-<br>(a) | low and the Occ                    | cupational Disease Lav   |                                               |
| EMPLOYERS' LIABILITY                                                   |        | -         | E.         | COVERAGE B-EMPLOYEES SUBJECT TO COMPENSATION LAW                                                        |                                    |                          |                                               |
| Unless otherwise stated, the policy                                    |        |           |            | \$                                                                                                      |                                    |                          |                                               |
| number, effective and expiration dates                                 | · 1    |           |            | COVERAGE B-EMPLOYEES NOT SUBJECT TO COMPENSATION LAW                                                    |                                    |                          |                                               |
|                                                                        |        |           |            | INJURY BY ACCI                                                                                          | NENT :                             | INJURY                   |                                               |
| are the same as those shown for work-                                  | 1      | •         | 1          | INJUKT BT ACCIL                                                                                         |                                    | 1                        | BY DISEASE                                    |
| are the same as those shown for work-<br>men's compensation insurance) |        |           |            | \$ ·                                                                                                    | each<br>person<br>each<br>accident | \$                       | BY DISEASE  each person aggregate (each state |

\$5,000,000 Combined Single Limit Bodily Injury and Property Damage Umbrella Liability, Excess of Primary Coverage

Effective 9/5/73 to 9/5/76

HARLEY E. HARMON
INSURANCE & BONDS

800 E. CHARLESTON BLVD. — Tel.: 382-6011 LAS VEGAS, NEVADA 89104

This certificate is issued at the request of the person or organization named below and the company will mail to such person or organization, at the address shown, notice of cancellation and, where possible, notice of any material change in any of the described policies.

CITY OF NORTH LAS VEGAS
Attention: Milton Weiss
City Hall
2200 Civic Center Drive
North Las Vegas, Nevada 89030

Date

<u>September 5, 1973 rwh</u>

Harley E. Farmon Hourance Agency,

CASUALTY DEPARTMENT

CONCORD, MASSACHUSETTS



1



## **HOLYOKE MUTUAL**

## MIDDLESEX MUTUAL

CALFSURANCE

3475 Torrance Blvd., Torrance, Calif. 90503 (213) 542-7301

,,,,

Named Insured and Address:

CITY OF NORTH LAS VEGAS

<u> CITY HALL</u>

Issued to:

NORTH LAS VEGAS, NEVADA

SILVER STATE DISPOSAL CO., ET AL

1300 NORTH "A" STREET

LAS VEGAS, NEVADA

This is to certify that the MIDDLESEX MUTUAL INSURANCE Company has issued to the named Insured the policies enumerated below and such policies apply with respect to the hazards and for the coverages and limits of liability indicated by specific entry herein, subject to all of the terms of such policies.

|                                     |                  |                   |                                                  | Coverages and Limits of Liability |           |         |                           |    |                |    |                |
|-------------------------------------|------------------|-------------------|--------------------------------------------------|-----------------------------------|-----------|---------|---------------------------|----|----------------|----|----------------|
| Hazards                             | Policy<br>Number | Effective<br>Date | Expiration<br>Date                               | Bodily Injury Liability           |           |         | Property Damage Liability |    |                |    |                |
|                                     |                  | Date              |                                                  | each person                       |           | J       | each accident             |    | each accident  |    | aggregate      |
| General_Liability /                 |                  |                   |                                                  | П                                 |           | Т       |                           | Γ  |                | T  |                |
| Premises—Operations                 | BXBQ9 40 72 -    | 9-5-71            | 9-5-72                                           | \$ 1                              | 00, 001   | oļs     | ,000                      | \$ | <b>50</b> ,000 | \$ | <b>50</b> ,000 |
| Elevators                           |                  |                   |                                                  | \$                                | ,00       | न       | ,000                      | \$ | ,000           | )  | XXXX           |
| Independent Contractors             |                  |                   |                                                  | \$                                | ,00,      | 0 5     | ,000                      | \$ | ,000           | \$ | ,000           |
| Products—Completed                  |                  |                   |                                                  | \$                                | ,00       | 0 5     | ,000                      | \$ | ,000           | \$ | ,000           |
| Operations                          | ĺ                |                   |                                                  | Ag                                | gregate   | 7       | ,000                      | Γ  | XXXX           | 1  | XXXX           |
| * Contractual—as<br>described below |                  |                   |                                                  | \$                                | ,00,      | 0 1     | ,000                      | \$ | ,000           | \$ | ,000           |
|                                     |                  |                   |                                                  |                                   |           |         |                           |    |                |    |                |
| Automobile Liability                |                  |                   |                                                  | T                                 |           | T       |                           |    |                |    |                |
| Owned Automobiles                   | BXB09 40 72      | 9-5-71            | 9-5-72                                           | \$                                | 100,00    | 0   1   | 300,000                   | \$ | 50 ,000        |    | XXXX           |
| Hired Automobiles                   | 11               | 11                | 11                                               | \$                                | 11 ,00    | _       |                           | \$ | 11,000         |    | XXXX           |
| Non-Owned Automobiles               | - 11             | И                 | 11                                               | \$                                | ii ,00    | 0 1     | ,000                      | \$ | 11 ,000        |    | XXXX           |
| Workmen's Compensation              |                  |                   | <del>                                     </del> | Co                                | mpensatio | <b></b> | -Statutory                | _  |                |    |                |

Location and description of operations, automobiles, contracts, etc. \*(For contracts, indicate type of agreement, party and date.ALL OWNED COMMERCIAL TYPE VEHICLE USED IN CONNECTION WITH HAULING FOR HIRE OPERATIONS

CONDUCTED BY THE NAMED INSURED.

SHOULD THE POLICY BE CANCELLED OR CHANGED DURING THE POLICY PERIOD IN SUCH A MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE WILL BE SENT THE CERTIFICATE HOLDER.

This certificate is issued as a matter of information only and confers no rights on the folder and imposes per liability upon the Company. In the event of cancelation of the said policy (ies), the Company will make reasonable efforts to notify the party to whom this certificate is issued but assumes no responsibility for failure to do so.

By:

AUTHORIZED REPRESENTADIVE NORTH

(Title) (AS VEGAS

Date: SEPTEMBER 3. 1971

#### ENDORSEMENT 10. 17

This endorsement, effective SEPT. 5, 1971 (12:01 A. M., standard time)

, forms a part of policy No. BXBQ9 40 72

issued to

SILVER STATE DISPOSAL

by

HIDDLESEX HUTUAL INSURANCE COMPANY

IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS POLICY SHOULD READ AS FOLLOWS:

AUTOMATED TRANSPER SYSTEMS, INC., CLARK SANITATION, INC. DISPOSAL INVESTEMATS, INC. DISPOSAL TRANSPORATION, INC., 6 SILVER STATE DISPOSAL COMPANY
770 E. SAHARA ROAD., LAS VEGAS, NEVADA

All other terms and conditions of this policy remain unchanged.

Authorized Representative

MICRO FILMED

FEB 25 1972

City of North. Las Vegas

| Fireman's Fund Insurance Company  National Surety Corporation Associated Indemnity Corporation Associated Indemnity Corporation American Automobile Insurance Company                                         |                                                          |                   |                       |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------|-----------------------|--|--|--|--|
| PRODUCTION CODE   PREFIX   BOND NUMBER                                                                                                                                                                        | CONTINUED FROM                                           |                   | то                    |  |  |  |  |
| 27 051 012 C 6085635                                                                                                                                                                                          | October 1, 197                                           | 0 Octob           | er 1, 1971            |  |  |  |  |
| ON BEHALF OF DISPOSAL TRANSPORTATION, INC.                                                                                                                                                                    |                                                          |                   |                       |  |  |  |  |
| CITY OF NORTH LAS VEGAS, NEVADA                                                                                                                                                                               |                                                          |                   |                       |  |  |  |  |
| TYPE OF BOND PUBLIC AND FEDERAL OFFICIAL   FIDELITY                                                                                                                                                           | DATED                                                    | AMT, OF BOND      | PREMIUM               |  |  |  |  |
| BLANKET INDIV. OR SCHO. BO SURETY                                                                                                                                                                             | 10/1/63                                                  | \$5,000 <u>.</u>  | \$ 75.00              |  |  |  |  |
| EXECUTED AT (CITY - STATE)                                                                                                                                                                                    |                                                          | DATE              |                       |  |  |  |  |
| RENO, NEVADA                                                                                                                                                                                                  |                                                          | SEPTEMBER         | 25, 1970              |  |  |  |  |
| In consideration of an agreed premium payable force for the period indicated. Continuation is subje Surety under the Bond and any and all continuations herein. This certificate shall be valid only when exe | ct to the condition that th<br>thereof shall in no event | e maximum aggires | jate liability of the |  |  |  |  |
| HARLEY E. HARMON INS. AGCY, INC.  PRODUCER OR AGENT  FIREMAN'S FUND INSURANCE COMPANY  BY COMPANY  BY COMPANY  BY COMPANY  BY COMPANY  ACTORNEY INFACT  Dacqueline Wilson                                     |                                                          |                   |                       |  |  |  |  |
|                                                                                                                                                                                                               |                                                          |                   |                       |  |  |  |  |

ه∙**آ**گنند. •

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This is to Certify, that policies in the name of

NAMED INSURED and ADDRESS Disposal Transportation, Inc. 1300 North "A" Street Las Vegas, Nevada

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE AFFORDED BY ANY POLICY DESCRIBED HEREIN.

are in force at the date hereof, as follows:

| KIND OF                                                                           | POLICY              | POLICY                       | LIMITS OF LIABILITY                                                             |
|-----------------------------------------------------------------------------------|---------------------|------------------------------|---------------------------------------------------------------------------------|
| INSURANCE                                                                         | NUMBER              | PERIOD                       | BODILY INJURY PROPERTY DAMAGE                                                   |
| WORKMEN'S<br>COMPENSATION                                                         |                     | Eff.                         | Provided by Workmen's<br>Compensation Law—State of NIL                          |
| COMPREHENSIVE GENERAL<br>LIABILITY                                                |                     | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate \$ ,000 Aggregate |
| MANUFACTURERS' AND CONTRACTORS' LIABILITY                                         |                     | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate                   |
| OWNERS', LANDLORDS'<br>AND TENANTS' LIABILITY                                     |                     | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate                   |
| CONTRACTUAL<br>LIABILITY                                                          |                     | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$ ,000 Aggregate                   |
| AUTOMOBILE LIABILITY  Owned Automobiles  Hired Automobiles  Non-Owned Automobiles | E65333<br>GL599218* | Eff. 9-5-70 /<br>Exp. 9-5-71 | \$ 100 ,000 Each person \$ 50 ,000 Each accident \$                             |
| COMPREHENSIVE AUTO-<br>Mobile Liability                                           |                     | Eff.<br>Exp.                 | \$ ,000 Each person \$ ,000 Each occurrence \$                                  |
| OTHER:                                                                            |                     | Eff.<br>Exp.                 |                                                                                 |

In the event of any material change in, or cancellation of, said policies, the undersigned company will endeavor to give written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation nor liability upon the company.

Dated: 9

9-8-70 pr

Company:

Mission Insurance Co. \*Yosemite Insurance Co

AUMONIZED PERESENTATIVE

CERTIFICATE ISSUED TO:

NAME and ADDRESS City of North Las Vegas City Hall

North Las Vegas, Nevada

FEB 25 1972

1425/09/- 4

DATE OF CERTIFICATE ISSUANCE:

November 25, 1969

# CONTINENTAL NATIONAL AMERICAN GROUP

#### CERTIFICATE OF INSURANCE

The Policy identified below by a policy number is in force on the date of Cartificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of Rability has been entered and is subject to all the terms of the Policy having reference thereto. Nothing herein contained shall modify any prevision of said Policy.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send notice of cancellation to the Cortificate Holder at the address shown herein, but the Company assumes no responsibility for any mistake or for failure to give such notice.

MAME AND ADDRESS OF INSURED Disposal Transportation, Inc. P. O. Box 4277 Las Vegas Nevada NAME AND ADDRESS OF CERTIFICATE HOLDER City of North Las Vegas City Hall North Las Vegas, Nevada

Milton Weiss, Director of Finance AND CONCERN NO PICHTS UPON THE MOUDER

|                                                                                         | COVERAGES                                               | LIMITS OF LIABILITY |                 |                     |  |  |  |
|-----------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------|-----------------|---------------------|--|--|--|
| TYPE OF INSURANCE IS DESIGNATED BELOW                                                   |                                                         | EACH PERSON         | EACH OCCURRENCE | AGGREGATE           |  |  |  |
| (X Comprehensive Automobile Liability    Schedule Automobile Liability                  | Bodily Injury Liability Property Damage Liability       | \$                  | \$              |                     |  |  |  |
|                                                                                         | Bodily Injury and Property<br>Demage Liability Combined |                     | ; 1,000,000.    |                     |  |  |  |
| Ti Protection Against Uninsured Motorists                                               | Uninsured Motorists                                     | 5                   | \$              |                     |  |  |  |
| Comprehensive General Liability                                                         | Bodily Injury Liability                                 | \$                  | \$              | \$                  |  |  |  |
| Ovmers', Landlords' and Tenants' Liability                                              | Property Demage Liability                               |                     |                 | <b>\$</b><br>@#\!\\ |  |  |  |
| Manufacturers' and Contractors' Liability Gwner's and Contractor's Protective Liability | Bodily Injury and Property<br>Damage Liability Combined |                     | s 1,000,000.    |                     |  |  |  |
| [] Workmen's Compensation                                                               | A. Statutory                                            | Statutory           | Locations:      |                     |  |  |  |
| ☐ Employers' Liability                                                                  | B. Bodily Injury                                        | \$t                 |                 | ·                   |  |  |  |
|                                                                                         |                                                         |                     |                 | ļ                   |  |  |  |
|                                                                                         |                                                         |                     | † each accident |                     |  |  |  |
|                                                                                         |                                                         |                     |                 |                     |  |  |  |

Designate Company by Number in Box 🖂 Below, Policy Number and Policy Expiration

| ı.<br>[8] | CCP 5009892 .<br>8/22/71 | II. CCP 5009892 | Policy Number<br>Policy Expiration |
|-----------|--------------------------|-----------------|------------------------------------|
| IV.       |                          | V.              | Policy Number<br>Policy Expiration |

[1] Continental Cosualty Company [2] Transportation Insurance Company 6 National Fire Insurance Company of Harlford

7 Transcontinental Insurance Company

[8] American Casualty Company of Reading, Po.

9 Valley Forge Insurance Company

G-32343-F

MICRO FILMED

| <u> </u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   | <u> </u>                                                                      |                                         |  |  |  |  |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------|--|--|--|--|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | y Corporation<br>emnity Corporation<br>mobile Insurance Company                   | CONTINUATION                                                                  | CERTIFICATE                             |  |  |  |  |  |
| PRODUCTION CODE PREFIX BOND NUMBER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | CONTINUED FROM                                                                    |                                                                               | то                                      |  |  |  |  |  |
| 27 051 012 C 6085635 October 1, 1968 D October 1, 1969                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                   |                                                                               |                                         |  |  |  |  |  |
| ON BEHALF OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                   |                                                                               |                                         |  |  |  |  |  |
| Disposal Transportation, Inc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                   |                                                                               |                                         |  |  |  |  |  |
| IN FAVOR OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                   |                                                                               |                                         |  |  |  |  |  |
| City of North Las Vegas, Nevada                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <u> </u>                                                                          |                                                                               |                                         |  |  |  |  |  |
| TYPE OF BOND PUBLIC AND FEDERAL OFFICIAL   FIDELITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | DATED                                                                             | AMT, OF BOND                                                                  | PREMIUM                                 |  |  |  |  |  |
| BLANKET INDIV. OR SCHO. A SURETY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 10-1-63                                                                           | <sub>\$</sub> 5,000.                                                          | s 75.00                                 |  |  |  |  |  |
| EXECUTED AT (CITY-STATE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                   | DATE                                                                          |                                         |  |  |  |  |  |
| Reno, Nevada                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                   | January 6,                                                                    | 1969                                    |  |  |  |  |  |
| In consideration of an agreed premium payable force for the period indicated. Continuation is subject Surety under the Bond and any and all continuations herein. This certificate shall be valid only when executed the state of | t to the condition that the thereof shall in no event ecuted by an attorney-in-fo | e maximum aggregorexceed the amount act of the Surety.  Ind Insurance surety. | ate liability of the of liability shown |  |  |  |  |  |
| Comm: 30%  Harriey E. Harmon Ins. Agcy., Inc.  Marilyn L. Liarastorney-in-fact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                   |                                                                               |                                         |  |  |  |  |  |

360156--3-66

OBLIGEE OR INSURED



HARLEY E. HARMON INSURANCE AGENCY

your protection is our profession

PRESIDENT

HARLEY E. HARMON

February 21, 1969

Milton Weiss City of North Las Vegas City Hall 2200 Civic Center Drive North Las Vegas, Nevada 89030

Re: Disposal Transportation, Inc. Bond Number 6085635

Dear Mr. Weiss:

For your files I have enclosed a continuation certificate to the captioned bond covering the renewal period of October 1, 1968 to October 1, 1969.

Should there be any questions in regards to the enclosed, please contact our office.

Regards

Lee Ann Eliakis

Bond Department

LAE: hs

Encl.

C.C. Silver State Disposal Service 1300 North "A" Street Las Vegas, Nevada 89106



800 EAST CHARLESTON BLVD., LAS VEGAS, NEVADA

Mailing Address: P.O. Box 2748, Huntridge Station - Phone: 382-6011





#### **CERTIFICATE OF INSURANCE**

The Policy identified below by a policy number is in force on the date of Certificate Issuance. Insurance is afforded only with respect to those coverages for which a specific limit of Hability has been entered and is subject to all the terms of the Policy having reference thereto. Nothing herein contained shall modify any provision of said Policy.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send notice of cancellation to the Certificate Holder at the address shown herein, but the Company assumes no responsibility for any mistake or for failure to give such notice.

NAME AND ADDRESS OF INSURED
Silver State Disposal Co., etal.
P. O. Box 4277
Las Vegas, Nevada
NAME AND ADDRESS OF CERTIFICATE HOLDER
City of North Las Vegas
City Hall
North Las Vegas, Nevada

DATE OF CERTIFICATE ISSUANCE:

8-23f68

Mu M. Wightner

Peavitt, Felgar & Briare

Authorized Representative

#### THIS CERTIFICATE IS ISSUED AS A-MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER

|      | TYPE OF INSURANCE IS DESIGNATED BELOW                                                       | COVERAGES                                               | LIMITS OF LIABILITY . |                 |             |  |
|------|---------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------|-----------------|-------------|--|
|      | TIPE OF INSURANGE IS DESIGNATED BELOW                                                       | COVERAGES                                               | EACH PERSON           | EACH OCCURRENCE | AGGREGATE   |  |
| I.   | Comprehensive Automobile Liability                                                          | Bodily Injury Liability                                 | \$                    | \$              |             |  |
|      | Schedule Automobile Liability                                                               | Property Damage Liability                               |                       | \$              |             |  |
|      |                                                                                             | Bodily Injury and Property  Damage Liability Combined   |                       | \$1,000,000     |             |  |
|      | ☐ Protection Against Uninsured Motorists                                                    | Uninsured Motorists                                     | \$                    | \$              |             |  |
| H.   | 😿 Comprehensive General Liability                                                           | Bodily Injury Liability                                 | \$                    | \$              | \$          |  |
|      | Owners', Landlords' and Tenants' Liability                                                  | Property Damage Liability                               |                       | <b>\$</b>       | \$          |  |
|      | ☐ Manufacturers' and Contractors' Liability ☐ Owner's and Contractor's Protective Liability | Bodily Injury and Property<br>Damage Liability Combined |                       | \$ 1,000,000    | \$1,000,000 |  |
| III. | ☐ Workmen's Compensation                                                                    | A. Statutory                                            | Statutory             | Locations:      |             |  |
|      | ☐ Employers' Liability                                                                      | B. Bodily Injury                                        | \$                    |                 |             |  |
| IV.  |                                                                                             |                                                         |                       |                 | _           |  |

† each accident

| Designate Company by Number in Box   Below, Policy Number and Policy Expiration |
|---------------------------------------------------------------------------------|
|---------------------------------------------------------------------------------|

| 1 CCP 5009892<br>8 8-22-71 | II. CCP 5009892<br>8 8-22-71 | 111. | Policy Number Policy Expiration |
|----------------------------|------------------------------|------|---------------------------------|
| IV.                        | V.                           | VI.  | Policy Number                   |
|                            |                              |      | Policy Expiration               |

- 1 Continental Casualty Company
- 2 Transportation Insurance Company
- 6 National Fire Insurance Company of Hartford
- 7 Transcontinental Insurance Company
- 8 American Casualty Company of Reading, Pa.
- 9 Valley Forge Insurance Company

MICRO FILLAGO

FEB 25 19/2

CITY OF NORTH LAS VEGAS

III OF NO. LAS VECAS

### THE TRAVELERS

#### Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

| notice will be maried to the party designated below h                                                    | <u> </u>                              |                                      | ·— <u>·</u> ····                                   |                                                      |
|----------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------|----------------------------------------------------|------------------------------------------------------|
| Name and address of party to whom this certificate is issued                                             |                                       |                                      | and address of insured                             |                                                      |
| CITY OF NORTH LAS VEGAS CITY HALL NORTH LAS VEGAS, NEVADA                                                |                                       |                                      | R STATES DIS<br>BOX 4277<br>'EGAS, NEVADA          | POSAL CO.INC.                                        |
|                                                                                                          | . <u> </u>                            |                                      |                                                    |                                                      |
| 3. Location of operations to which this certificate a WITHIN THE                                         | pplies<br>UNITED STATE                | S OF AM                              | ERICA                                              |                                                      |
| 4. Coverages For Which Insurance is Afforded                                                             | Limits of Liabil                      | ty                                   | Policy Number                                      | Policy Period**                                      |
| Workmen's Compensation and Employers' Liability in the state named in item 3 hereof                      | Compensation—Statutor                 | у .                                  | •                                                  |                                                      |
|                                                                                                          |                                       |                                      |                                                    |                                                      |
|                                                                                                          | \$ each                               | person<br>accident                   | NSL-7694991                                        | 9-25-67 TO<br>9-25-68?                               |
| IN_cluding Protective                                                                                    | \$ 300,000 each                       | occurrence                           |                                                    |                                                      |
| Property Damage Liability—except automobile  IN cluding Protective                                       | \$ 50,000 each                        | a accident<br>a occurrence<br>regate |                                                    |                                                      |
| Bodily Injury Liability—automobile                                                                       | \$ eac1                               | person<br>accident<br>accurrence     | NSL-7694991                                        | 9-25-67 TO<br>9-25-68                                |
| Property Damage Liability—automobile                                                                     |                                       | accident<br>occurrence               |                                                    |                                                      |
| Liability (Bodily Injury and Property Damage)                                                            | 1*                                    | accident *                           |                                                    |                                                      |
| *Absence of an entry in these spaces means that in **Policy is effective and expires at 12:01 A.M., stan | surance is not afforded wi            | th respect to<br>f the named         | the coverages opposite<br>insured as stated herein | thereto.                                             |
| Description of Operations, or Automobiles to which                                                       |                                       |                                      |                                                    |                                                      |
|                                                                                                          | · · · · · · · · · · · · · · · · · · · |                                      |                                                    |                                                      |
| The insurance afforded is subject to all of the terms o                                                  | f the policy, including end           | orsements, ap                        | oplicable thereto.                                 |                                                      |
| Office LOS ANGELES                                                                                       | · · · · · · · · · · · · · · · · · · · |                                      | THE TRAVELERS I                                    | INSURANCE COMPANY NDEMNITY COMPANY INSURANCE COMPANY |
| Producer BRIARE-FELGAR INS                                                                               |                                       |                                      |                                                    | Cl. cecker                                           |
| Date10-9-67                                                                                              | <del></del>                           |                                      | ByAuthor                                           | rized Representative                                 |



#### TE COMPANY OF NORTH ( MERICA

#### CERTIFICATE OF INSURANCE

#### This is to Certify to

City of North Las Vegas 1301 East Lake Mead Boulevard North Las Vegas, Nevada

that the following described policy or policies have been issued to Silver State Disposal Company, Inc., Disposal Investments Inc.,

Name and Address

Disposal Transportation., and Clark Sanitation Inc.

1300 North "A" Street of Insured-

Las Vegas, Nevada

covering in accordance with the terms thereof, at the following location(s): All operations by or on behalf ( the insured and all premises or property used by or on behalf of the insured, subject, however

all exclusions and limitations of the policy. All owned, non-owned, & hired automobiles. TYPE OF POLICY POLICY NUMBER | POLICY PERIOD LIMITS OF LIABILITY (a) Standard Workmen's Statutory W. C. Compensation & One Accident and **Employers' Liability** Aggregate Disease (b) General Liability X MLP 88447 11/9/64 - 65 **Bodily Injury** Premises-Operations \$ 100,000 Each Person Elevators Independent Contractors \$ 300,000 Each Accident **Products** \$ Not\_coveredAggregate-Products Contractual Property Damage **Premises-Operations** 25,000 Each Accident \$ 50,000 Aggregate-Prem. Oper. Elevators 50,000 **Independent Contractors** Aggregate-Protective **Products** \$ Not coveredAggregate-Products Aggregate-Contractual Contractual \$ 50,000 (c) Automobile Liability X MLP 88447 11/9/64 Bodily Injury **Owned Automobiles** \$100,000 Each Person Hired Automobiles \$300,000 Non-owned Automobiles **Each Accident** Property Damage **Owned Automobiles** \$ 25,000 **Hired Automobiles Each Accident** Non-owned Automobiles (d)

It is the intention of the company that in the event of cancelation of the policy or policies by the company, ten (10) days' written notice of such cancelation will be given to you at the address stated above.

LC-354b 100 (Sels) 5-23-63 Printed in U.S.A.

INSURANCE COMPANY OF NORTH, AMERICA

E, Harmon Insurance Agency, Inc. 6.00 Authorized Representative

1. ORIGINAL

<sup>\*</sup>Insurance afforded only for hazards indicated by X.

## Nevada Industrial Commission



## CERTIFICATE OF INSURANCE

NAME:

DISPOSAL TRANSPORTATION INC.

**ACCOUNT NO. 34, 297** 

ADDRESS: P.O. BOX 1609

LAS VEGAS, NEVADA

11-13-59 EFFECTIVE DATE:

12;01 A M.

THIS IS TO CERTIFY that the above-named employer has paid into the State Insurance Fund, Accident Benefit Fund and Occupational Diseases Fund, premium as provided by law and that, therefore, said employer is entitled to the rights and benefits of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act. This certificate shall be in full force and effect in Nevada as long as premiums are paid and the employer complies with the provisions of the aforementioned Acts. However, if issued for work in other states it must be renewed after six months.

(At the completion of each sub-contract it is suggested you request a final certificate to clear the sub-contractors entire job.)

Dated at

Form EA-103

November 8, 1965 CARSON CITY, NEVADAL

> ORIG. & ONE COPY CITY OF NORTH LAS VEGAS ATTENTION: CITY CLERK 1301 E. LAKE BLVD. NORTH LAS VEGAS, NEVADA

CC: DISPOSAL TRANSPORTATION INC.

ISSUED BY THE AUTHORITY OF THE **NEVADA INDUSTRIAL COMMISSION** 

Signed by 2

Title FOR EMPLOYER ACCOUNTS MANAGER FEB 25 1572

CITY OF NORTH ionosagonarando o contrato e con





#### NEVADA INDUSTRIAL COMMISSION 515 East Musser Street

Carson City, Nevada 89714

PRIME:

| Issue Date of |         |
|---------------|---------|
| Verification  | 1/24/78 |

City Of N. Las Vegas ATTN: Ester Borden P. O. Box 4086 N. Las Vegas, NV 89030

## CERTIFICATE OF INSURANCE

| ACCOUNT NO                                                               | 34,297                              |            |                                                                                                                                                                                                              |
|--------------------------------------------------------------------------|-------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Effective date of policy:                                                | 11/13/59                            |            | THIS IS TO CERTIFY that the employer indicated has paid into the State Insurance Fund, Acci-                                                                                                                 |
| A corporate-owned business.                                              | ness.  ☐ Owner insure ☐ Owner unins |            | dent Benefit Fund and Occupa-<br>tional Diseases Fund, premium as<br>provided by law and, said em-<br>ployer is entitled to the rights and<br>benefits of the Nevada Industrial                              |
| EMPLOYER INSURED:  DISPOSAL TRANSPORT P. O. BOX 15170 LAS VEGAS, NV. 891 |                                     |            | Insurance Act and the Nevada<br>Occupational Diseases Act. This<br>Certificate shall be in full force<br>and effect in Nevada as long as<br>premiums are paid and the em-<br>ployer complies with the provi- |
| A partnership-owned bus Partners insured under the                       |                                     |            | sions of the aforementioned Acts.<br>However, if issued for work in<br>other states it must be renewed<br>after six months, and it is sug-<br>gested the employer contact the                                |
| Partners NOT                                                             | INSURED under th                    | is policy: | proper authorities in that state regarding his worker's compensation responsibilities BEFORE starting work.                                                                                                  |
| (At the completion of each subc<br>subcontractor's entire job.)  JOB:    | ontract, it is suggested            | •          | request a final certificate to clear the                                                                                                                                                                     |
| PANTS IN CAR                                                             |                                     | •          | FOR EMPLOYER ACCOUNTS                                                                                                                                                                                        |
| Form BA 104 (145%) 1029                                                  |                                     |            | ge are specified on the back of the page.                                                                                                                                                                    |

#### \*Exclusions of Coverage:

The sole owner or partners ARE NOT INSURED under this policy. If he engages are in work covered by the terms of a subcontract, he will be covered by the prime contractor's worker's compensation policy.

The following excerpt from the Rules and Regulations will be used in determining the prime contractor's responsibility for insuring the uninsured sole owner or each uninsured partner:

16.016 Uninsured sole proprietor/partner subcontractor. For purposes of premium determination and disability compensation, the wage of sole proprietors and partners who are not covered under the elective provisions of NRS 616 and 617 and who are performing as subcontractors to an insured principal contractor shall be deemed to be \$300 per month for the period of the subcontract, except in cases where the contract specifies a wage in excess of \$300 per month for the sole proprietor/partner subcontractor.

For additional information, contact the Employer Accounts Department in Carson City or your nearest NIC office. Locations of NIC offices are given below:

#### **Home Office**

#### CARSON CITY

515 East Musser Street Carson City, Nevada 89714 Telephone (702) 885-5212

#### **RENO**

4600 Kietzke Lane Building K P.O. Box 10950 Reno, Nevada 89510 Telephone (702) 784-6295

#### LAS VEGAS

2601 E. Sahara Boulevard P.O. Box 42729 Las Vegas, Nevada 89104 Telephone (702) 457-0353

#### **ELKO**

946 Idaho Street Elko, Nevada 89801 Telephone (702) 738-7211 Extension 19

DEMAIN OFF



Bond No. 6085635

#### FIREMAN'S FUND INSURANCE COMPANY

#### GARBAGE AND RUBBISH COLLECTION BOND

KNOW ALL MEN BY THESE PRESENTS: That we, DISPOSAL TRANSPORTATION, INC., (hereinafter called the Principal), as Principal, and the EIREMAN'S FUND INSURANCE COMPANY, a corporation established under the laws of the State of California and having its principal office in San Francisco, California, (hereinafter called the Surety), as Surety, are held and firmly bound unto the CITY OF NORTH LAS VEGAS (hereinafter called the Obligee), in the penal sum of FIVE THOUSAND AND NO/100-----DOLLARS (\$5,000.00), to the payment of which sum, well and truly to be made, the said Principal, and the Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, for the collection and disposal of garbage and rubbish in the City of North Las Vegas, Nevada.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully indemnify and reimburse the Obligee for any loss they may suffer through the failure of the Principal faithfully to observe and perform each and every obligation and duty imposed upon the Principal by the said contract, at the time and in the manner therein specified, then this obligation to be void; otherwise to remain in full force and virtue in law.

This Bond is subject to the following provisions:

- It shall be a condition precedent to any right of recovery hereunder, that in event of any default on the part of the Principal, a written statement of the particular facts showing date and nature of such default shall be immediately delivered to the Surety by registered mail at Lock Box 3395, San Francisco 20, California.
- 2. No action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within six months after default by the Principal.
- 3. The aggregate liability of the Surety for any and all claims which may arise under this Bond shall in no event exceed the amount of the penalty of such Bond regardless as to the length of time it shall remain in force.
- 4. The Surety reserves the right to cancel and terminate this bond as to any further liability by giving the City Clerk of the City of North Las Vegas, Nevada, 30 days written notice sent by registered mail, if its election is to do so.

This Bond shall become effective on October 1, 1963, and shall terminate on October 1, 1964, unless sooner terminated as herein provided.

This Bond may be continued from year to year by a Continuation Certificate at the discretion of the Surety and properly signed by its attorney-in-fact.

Signed and sealed this 1st day of October, 1963.

DISPOSAL TRANSPORTATION, INC.

By: Alful Doola

FIREMAN'S BUND (INSURANCE COMPANY

By: Kelliai

. .



## New Hampshire Insurance Company Manchester, New Hampshire / 10/1/62

#### AND BURNISH COLLECTION FORD

Bond No.

KNOW ALL MEN BY THESE PRESENTS: THAT, THE DISPOSAL TRANSPORTATION, INC.

(MERLINAFTER CALLED THE PRINCIPAL), AS FRINCIPAL, AND THE DEED HAMPSHIRE
INSURANCE COMPANY, A CORPORATION ESTABLISHED UNDER THE LAWS OF NEW MARPSHIRE
AND HAVING ITS PRINCIPAL OFFICE IN NOW MARPSHIRE, (HEREINAFTER CALLED THE SURETY
AS SURETY, ARE HELD AND FIRMLY SCHOOL UNTO THE CITY OF SCATH LAS VEGAS

(MERLINAFTER CALLED THE COLICES), IN THE PERAL SOM OF FIVE INCUSAND AND HO/100

(15,000.00) DOLLARS, TO THE PAYMENT OF WHICH SUM, WELL AND THILL TO BE MADE,
THE SAID PRINCIPAL AND THE SURETY SIED THEMSELVES, AND THEIR RESPECTIVE HEIRS,
ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY,
FIRMLY BY THESE PRESENTS.

WHIREAS, THE PRINCIPAL HAS EXTERED INTO A CERTAIN WRITTEN CONTRACT WITH BLIGER, FOR THE COLLECTION AND DISPOSAL OF GARDAGE AND RUBBISH IN THE

THE OBLIGEE, FOR THE COLLECTION AND DISPOSAL OF GARDAGE AND RUBBISH IN THE CITY OF NORTH LAS VEGAS, NEVADA.

ACM, THEREFORE, THE CONDITION OF THIS COLIGATION IS SUCH, THAT IF THE SAID PRINCIPAL SHALL FULLY INDEMNIFY AND REINBURSE THE COLIGEE FOR ANY LOSS HE (THEY, IT) MAY SUFFER THROUGH THE FAILURE OF THE PRINCIPAL FAITHFULLY TO COSSERVE AND PERFORM EACH AND EVERY COLIGATION AND BUTY INPOSED UPON THE PRINCIPAL BY THE SAID CONTRACT, AT THE TIME AND IN THE MASSER THEREIN SPECIFIED, THEN THIS COLIGATION TO BE VOID, OTHERWISE TO REASIN IN THE FORCE AND VIRTUE

- THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

  IT SHALL DE A CONDITION PRECEDENT TO ANY RIGHT OF RECOVERY MERCHADER,

  THAT IN EVENT OF ANY DEFAULT ON THE PART OF THE PRINCIPAL, A WRITTEN

  STATEMENT OF THE PARTICULAR FACTS SHOWING DATE AND NATURE OF SUCH DEFAULT.

  EVALUES IMPEDIATELY DELIVED TO THE SUBJETY BY REGISTERED MAIL AT ITS
- PROCESS SERVED UPON THE SURETY WITHIN SIX MEXITYS AFTER DEFAULT BY THE
- THE AGGREGATE LIABILITY OF THE SPRETY FOR ANY AND ALL CLAIMS WHICH MAY ARISE UNDER THIS BOND SHALL IN NO EVENT ENCED THE AMOUNT OF THE PENALTY OF SUCH BOND REGARDLESS AS TO THE LENGTH OF TIME IT SMALL REMAIN IN FORCE. THE SURETY RESERVES THE RIGHT TO CANCEL AND TERMINATE THIS BOND AS TO ANY FURTHER LIABILITY BY GIVING THE CITY CLERK OF THE CITY OF MORTH LAS VEGAS, HEVADA, 30 BAYS WRITTEN MOTICE SENT BY REGISTERED MAIL, IF ITS ELECTION IS TO DO SO.

THIS DOND SMALL BECOME EFFECTIVE ON OCTOBER 1, 1968 AND SMALL TERMINATE ON OCTOBER 1, 1963, UNLESS SCONER TERMINATED AS NEASIN PROVIDED.

THIS BOND MAY BE CONTINUED FROM YEAR TO YEAR BY A CONTINUATION CONTINUED AT THE DISCRETION OF THE SURETY AND PROPERTY SIGNED BY ITS ATTORNEY-IN-FACT.

SIGNED AND SEALED THIS LET. DAY OF OCTOBER

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I HEREBY CERTIFY THAT THIS IS AN EXACT DUPLICATE

| MISCELLANEOUS CORRESPONDENCE |  |
|------------------------------|--|
|                              |  |

#### CITY OF NORTH LAS VEGAS INTER - OFFICE MEMORANDUM

TO:

Michael Dyal, City Manager

FROM:

Vytas Vaitkus Finance Director

SUBJECT:

NOISE IN THE AREA OF THE COMMUNITY HOSPITAL OF NORTH LAS VEGAS

DATE:

April 3, 1986

There was some discussion at last night's City Council meeting with regard to noise around the Community Hospital of North Las Vegas resulting from garbage collection. The problem was that noise generated by that activity is disturbing the residents in the area adjacent to the hospital.

We had contacted Silver State Disposal about this matter and have been assured that within the last two weeks garbage collection schedules have been changed and take place at 7:00 a.m. rather than 4:00 a.m. as was previously the case.

Please advise if you understand that route scheduling is to the contrary.

VV:mb

Esther Borden

Mayor and Council

#### NOTICE OF AND CALL OF SPECIAL MEETING

TO THE BOARD OF COUNTY COMMISSIONERS COUNTY OF CLARK STATE OF NEVADA:

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of County Commissioners of Clark County, Nevada, is hereby called and will be held in the Eleventh Floor Conference Room, Suite 1111, Valley Bank Plaza, 300 South Fourth Street, Las Vegas, Clark County, Nevada, 89101, on Tuesday, the 12th day of June, 1979, at the hour of 11:00 a.m. to consider authorizing the collection and disposal of garbage by County employees as necessary; consider the possible need for additional temporary collection and disposal sites; consider possible emergency ordinance changes to allow for the transporting of garbage by County residents; consider action authorizing the County to operate the dump and other equipment belonging to the Company; and consider notification to Clark Sanitation, Inc. that they are in breach of their contracts.

Dated this 7th day of June, 1979.

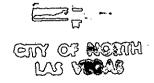
SAM BOWLED CHAIDMAN

City offerments

With offerments

The first form

MERO FILMED



**RAY H. DAINES** Mayor RAYMOND D. SCHWEITZER City Manager



THOMAS BROWN CYNTHIA BAUMANN MARY J. KINCAID GARY J. DAVIS

## City of North Las Vegas

2200 Civic Center Drive • P.O. Box 4086 NORTH LAS VEGAS, NEVADA 89030

June 8, 1979

Telephone 649-5811

Disposal Transportation, Inc. 770 E. Sahara Las Vegas, Nevada 89104

Gentlemen:

This letter will hereby confirm that a breach exists in a contract between yourselves and the City of North Las Vegas entered into on January 4, 1978. Said breach of contract is specifically covered by Paragraph 8, Page 4, of said contract which provides:

"Should a breach of contract result from an act of God, strike, public enemy, or similar occurences beyond the control of the Contractor, the City shall have the right during such period to take possession of all land and equipment owned by the Contractor and used in the performance of the contract."

This letter shall serve as 24-hour written demand that you use whatever means available to you to close the breach of contract which presently exists, to wit, a strike. Your failure to comply with the contract leaves the City of North Las Vegas with no alternative but to proceed with the relevant provisions of the above contract.

Sincerely yours

RDS/sk

Mayor and Council cc:

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

June 1, 1979 Date

To: Honorable Mayor and City Council

Department:

From: Raymond D. Schweitzer

Department: City Manager

Subject:

Silver State strike

I met with members of management and union along with Clark County, City of Las Vegas, City of Henderson officials and the Clark County Health Department. As a result of the meeting it was the concensus at this time that the public be instructed to pack their garbage in plastic bags and store it (preferably in a cool place away from animals.) We feel that at this point in time a week to a week and a half of garbage can be handled in the residential areas. The hospitals will be instructed to burn their pathological wastes in incinerators. If the strike lasts beyond a week and a half other plans will have to be instituted.

We are not encouraging people to cross the picket line at the landfill at this time. However, Silver State is keeping the landfill open through efforts of their administrative staff and a security guard service they have hired.

My next contact with Silver State will be Monday morning and I will keep you informed of the latest developments.

My recommendation to the Mayor and Council is that the citizens not be billed for services not rendered, but we will explore this more fully at a later date. City personnel have been instructed to cite people dumping trash in undeveloped areas of North Las Vegas.

Respectfully submitted,

mond D. Schw ty Manager

RDS:ep

cc: Department Heads



## Telegram

garbag L.

LGB007(0242)(2-003156E320)PD 11/16/77 0241

ICS IPMBNGZ CSP

7026488400 TDBN LAS VEGAS NV 104 11-16 0241A EST PMS THE CITY MANAGER, CITY CLERK, CITY COUNCIL AND THE MAYOR OF NORTH LAS VEGAS, REPORT DELIVERY BY PHONE 702-648-8400, DLR 2PM WED. DLR

CIVIC CENTER

NORTH LAS VEGAS NV 89030

TO THE CITY COUNCIL AND THE MAYOR OF NORTH LAS VEGAS, IT IS WITH PRIDE THAT I REQUEST THAT THIS LETTER BE READ INTO THE MINUTES AT THE PUBLIC HEARING OF THE COUNCIL MEETING OF WEDNESDAY, NOVEMBER 16TH.

PLEASE BE ADVISED THAT NEVADA ENVIRONMENTAL LANDFILL INCORPORATED, A NEVADA CORPORATION DOING BUSINESS IN SOUTHERN NEVADA FOR OVER FIVE YEARS IN THE REFUSE COLLECTION AND DISPOSAL AND THE LANDFILL

SF-1201 (R5-69)



## **Telegram**

OPERATION, WE RESPECTFULLY REQUEST THAT OUR CORPORATION BE PLACED ON THE BIDDERS LIST FOR THE UPCOMING REFUSE COLLECTION AND DISPOSAL CONTRACT OF THE CITY OF NORTH LAS VEGAS

RESPECTFULLY SUBMITTED

BOB RAMOS, PRESIDENT AND OWNER OF NEVADA ENVIRONMENTAL LANDFILL INC

304 RAMSEY ST

LAS VEGAS NV 89 107

NNN N



A-46

C. R. CLELAND
Mayor

CLAY LYNCH
City Manager



Councilmen
DAN GRAY
WENDELL G. WAITE
JAMES K. SEASTRAND
DAN MAHONY

SHIRLEY A. HANSELL City Clerk

## City of North Las Vegas

2200 Civic Center Drive • P. O. Box 4086 NORTH LAS VEGAS, NEVADA 89030

Telephone 649-5811

October 14, 1974

Mr. Joe Anstett Silver State Disposal, Inc. 770 East Sahara Las Vegas, Nevada 89105

Dear Joe:

Enclosed is a "large trash pick-up" map which was published in the North Las Vegas Valley Times several years ago. Evidently, some of the pick-up days have been changed. Will you indicate the corrections on the map and send it back to me?

Thanks,

Shirley A. Hansell

City Clerk

SAH:jt

A-46

# DISPOSAL SERVICE ANALYSIS & INCREASES IN COSTS OCTOBER 1, 1974 - MAY 31, 1976

|                                                                                                                                                                                                                                                       |                                              | EXHIBIT B                                  |                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------------|--------------------|
| Labor Increases per Contract:                                                                                                                                                                                                                         |                                              |                                            |                    |
| Cost of living increase @ \$.35 per hour-12-1-74 Union wage scale increase @ \$.40 per hour 6-1-75 Cost of living increase @ \$.50 per hour 6-1-75 Estimated cost of living increase @ \$.30 per hour 12-1 Total Labor Cost Increase                  | -75                                          | \$402,800<br>274,700<br>206,000<br>103,000 | \$ 986,500         |
| Fuel Increases per Supplier:                                                                                                                                                                                                                          |                                              | •                                          |                    |
| Gasoline:                                                                                                                                                                                                                                             |                                              |                                            |                    |
| 2¢ per gallon effective 5-1-75 l¢ per gallon effective 4-1-75 l¢ per gallon effective 5-1-75 l¢ per gallon effective 6-7-75 5¢ per gallon effective 7-1-75 Estimated increase from 8-1-75 to 5-31-76 to average l¢ per month Total Gasoline Increases | \$ 9,000<br>4,200<br>3,900<br>3,600<br>9,000 | \$ <b>45,</b> 900                          |                    |
| Diesel:                                                                                                                                                                                                                                               |                                              |                                            |                    |
| 8¢ per gallon effective 5-1-75 2½¢ per gallon effective 4-1-75 1½¢ per gallon effective 5-1-75 1¢ per gallon effective 7-1-75 Estimated increase from 8-1-75 to 5-51-76                                                                               | \$36,000<br>10,500<br>5,850<br>5,000         |                                            |                    |
| to average l¢ per month<br>Total Diesel Increases<br>Total Fuel Increases                                                                                                                                                                             | 16,200                                       | 71,550                                     | 117,450            |
| Nevada Industrial Commission Premium Rate Increases                                                                                                                                                                                                   |                                              |                                            |                    |
| \$2.60 per \$1.00.00 payroll 10-1-74 - 6-30-75<br>\$1.84 per \$100.00 payroll 7-1-75 - 5-31-76<br>Total NIC Premium Increases                                                                                                                         |                                              | \$ 58,500<br>60,700                        | 119,200            |
| Additional Franchise Fee Payable on Increased Revenue                                                                                                                                                                                                 |                                              |                                            | 64,550             |
| Total Increased Revenues Requi                                                                                                                                                                                                                        | .red                                         |                                            | <u>\$1,287,500</u> |

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DEC 1975

City of Morth Las Vegas

## DISPOSAL SERVICE COMPUTATION OF ALLOCATION OF ADDITIONAL REVENUE

JULY 1975

|                                                                                                               | EXHI              | BIT C                    |
|---------------------------------------------------------------------------------------------------------------|-------------------|--------------------------|
| Total Additional Revenues Required                                                                            |                   | \$1,287,500              |
| Total present revenue from garbage service<br>fiscal year ended September 30, 1974<br>Total Required Revenues |                   | 6,267,276<br>\$7,554,776 |
| Percentage of Revenue Required                                                                                |                   | <u>20.5%</u>             |
| ALLOCATION OF RATE INCREASE REQUEST                                                                           | PED_              |                          |
| Present annual charge                                                                                         | 613,600           | \$2,730,000              |
| Commercial Accounts and Apartments                                                                            |                   |                          |
| Present annual revenue Proposed 15% Total Revenue from Commercial and Apartment Revenue                       | 575,139           | 4,409,400                |
| Manual Roll-off Box Rates                                                                                     |                   |                          |
| Increase Manual roll-off box rates from present \$39.38 per pull to \$49.50 per pull.                         |                   |                          |
| Present revenue Proposed increased revenue Total Manual Roll-Off Box Revenue                                  | 516,615<br>98,761 | 415,376                  |
|                                                                                                               |                   |                          |

Total Required Revenues

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\$7,554,776

DEC 1975

CITY OF MORIH LAS VEGAS

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NIC 52%>

Selections, other > Us FICA home > 2m/yu/man

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#### NATIONAL INSTITUTE OF MUNICIPAL LAW OFFICERS

839 - 17th STREET, N.W. WASHINGTON, D.C. 20006

[202] 347 - 7996

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PAUL DEVENS Corporation Counsel Honolulu, Hawaii

JOHN M. BRECKENRIDGE City Attorney Birmîngham, Alabama



Mr. Carl E. Lovell, Jr.
City Attorney
City of North Las Vegas
2200 Civic Center Drive
P.O. Box 4086
North Las Vegas, Nevada 89030

June 16, 1972

RECEIVED

JUN 1 9 1972

CITY ATTORNEY'S OFFICE NORTH LAS VEGAS

Dear Carl:

In response to your letter of June 7, requesting garbage contracts, enclosed herewith are such agreements from Bangor, Maine; South Bend, Indiana and Tulsa, Oklahoma. Also enclosed are bid specifications and related forms from York, Pennsylvania for the collection and disposal of refuse.

If we can be of further assistance, please do not hesitate to call upon us.

Sincerely,

Charles S. Rhyne General Counsel

CSR:pbv

mem: North Las Vegas, Nevada

#### REGIONAL VICE PRESIDENTS

- Henry P. Grady, City Solicitor, Worcester, Massachusetts (Maine, Massachusetts, New Hampshire, Rhode Island, Vermont)
- Joseph L. Conn, City Counsel, Paterson, New Jersey (Connecticut, New Jersey, New York, Pennsylvania)
- George L. Russell, Jr., City Solicitor, Baltimore, Maryland (Delaware, District of Columbia, Kentucky, Maryland, West Virginia) 3 -
- Murray R. Conzelman, Corporation Counsel, Waukegan, Illinois (Illinois, Indiana, Wisconsin)
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- 9 -Herbert M. Fitle, City Attorney, Omaha, Nebraska (Kansas, Missouri, Nebraska)
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- 13 --
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  Roy H. Semtner, Municipal Counselor, Oklahoma City, Oklahoma (Oklahoma, Texas)
  Jack L. Crellin, City Attorney, Salt Lake City, Utah (Idaho, Montana, Utah, Wyoming)
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T. Emmett Walsh, City Attorney, Spartanburg
Alan F. Glover, City Attorney, Brookings
Russell Rice, City Attorney, Jackson
S. G. Johndroe, City Attorney, Fort Worth
Merrill G. Hansen, City Attorney, Murray
Joseph E. McNeil, City Attorney, Burlington
Thomas E. Glascock, City Attorney, Hampton
Robert R. Hamilton, City Attorney, Tacoma
Maxwell W. Flesher, Director of Law, Huntington
Richard J. Steffens, City Attorney, Menasha
Joseph F. Maier, City Attorney, Torrington Waldo F. Bales, City Attorney, Tulsa OKLAHOMA OREGON PENNSYLVANIA RHODE ISLAND SOUTH CAROLINA SOUTH DAKOTA TENNESSEE TEXAS UTAH VERMONT VIRGINIA WASHINGTON WEST VIRGINIA WISCONSIN WYOMING Joseph F. Maier, City Attorney, Torrington



#### Bangor, Maine

#### THIS AGREEMENT

made this second day of June, A.D. 1945 by and between the City of Bangor, a Municipal Corporation situated in the County of Penobscot and State of Maine, and Hollis E. Higgins of said Bangor:

WITHESSETH: that

WHEREAS the City Manager of said City of Bangor has duly advertised for bids for garbage collection in said City of Bangor for the period beginning June 2, 1945, and ending June 2, 1946 in accordance with specifications therefor herounto attached and decignated as Exhibit A, and hereby made a part of the Agreement as fully in every respect as if recited at length herein; and

WHERMAS the successful bidder thereunder was the said Hollis E. Higgins of Said Bangor, a copy of whose bid is hereunto attached and designated as Exhibit B, and hereby made a part of this Agreement as fully in every respect as if recited at length herein; and

WHEREAS the City Council of said City of Bangor has authorized the execution of said contract by order of said City Council passed May 28th, 1945;

NOW THEREFORE, it is mutually agreed by and between the parties hereto that the said Hollis E. Higgins is to collect all garbage in the City of Bangor for the period of one year beginning June 2, 1945 in a workmanlike manner, and in accordance with said specifications, and in a manner at all times satisfactory to the Health Officer of said City of Bauger, and to do each and every act on his part to be done hereunder and to assume and satisfy all liability of every name and nature thereunder incurred and save said City of Bangor harmless in this respect, to furnish all bonds and insurance thereunder required, to pay all labor charges thereunder incurred without cost or trouble to said City of Bangor, and to prevent the filing of any lien claims thereunder against said City of Bangor; and it is further agreed, understood and made a part of this agreement that the said Hollis E. Higgins does hereby covenant and agree with the said City of Bangor that he, the said Hollis E. Higgins will devote at least one week before the termination of this contract with any successful bidder for a new contract which new contract is to become effective at the . . ... termination of this contract, said period so devoted to be for the purpose of instruction and information relative to the duties of any such successful bidder at the termination of this contract.

AND IN CONSIDERATION THEREFOR, the said City of Sangor agrees to pay to the said Hollis E. Higgins the sum of Fourteen Thousand AMERICAN AND AND Four Fundred dollars, \$14,400.00 in payments as follows, to wit; Two Hundred Seventy-five dollars, (\$275.00) paid weekly in arrears for the first fifty-one consecutive weeks from said date and the final weekly payment to be in the sum of Three Hundred and Seventy-five dollars, (\$575.00) for his weekly compensation during the time that he performs said service under the Contract, the first said payment to be due and payable on the 9th day of June, 1945 and the above mentioned payments then succeeding in sums above specified to be due and payable on each and every succeeding Saturday thereafter during the term of this Agreement.

PROVIDED ALWAYS, however, that in the event of cancellation of this Agreement by said city of Bangor as hereinafter provided for, the payment of said installments during the period for which this contract has been in force shall constitute the full amount due the said Hollis E. Higgins hereunder and the full liability of said City of Bangor under and by virtue of this agreement; and the said Hollis E. Higgins hereby releases the said City of Bangor of and from any and all other liability hereunder, and of and from any and all other damage, action or cause of action which he might otherwise have hereunder in law or equity.

The said City of Bangor hereby reserves, and the said Hollis E. Higgins hereby etc. to the right on the part of said City of Bangor to cancel this contract on a thirt written notice if said Hollis E. Higgins proves to be unsatisfactory or neglects, here

ا, روستراط

In any way in carrying out this contract, or if said service shall be certified to the City Council of said City of Bangor by its Health Officer as unsatisfactory or detrimental to the public health and interest.

IN WITHESS WHEREOF the said City of Bangor has caused these presents to be signed by Horace S. Estey, its City Manager, hereunto duly authorized, and its corporate seal to be affixed hereto, and the approval and authorization of its Health Officer and the Finance Committee of said City Council, to be subscribed hereto, and the said Hollis E. Higgins has hereunto set his hand and seal the day and year first above written.

| SIGNED, SEALED AND DELIV<br>IN THE PRESENCE OF | rered                                                                                                          |                     |           | CIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Y OF BANGOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                    |             |
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|                                                |                                                                                                                |                     |           | and the state of t | Approved<br>by Finan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | ce Committ                         |             |

#### SPECIFICATIONS FOR GARBAGE COLIECTION.

h. BIDS must be made for a one year poriod beginning June 2, 1945 and terminated June 2, 1946, and the successful bidder must give a surety bond satisfactory to the City of Bangor for at least one-fourth the amount of the contract.

2. ALL SIDS must be accompanied by a certified check in the amount of \$250.00.

- 5. CARRAGE is to be collected from each householder requesting the service on a regular schedule at least once each week during the entire year.
- 4. THE CARBAGE must be collected during reasonable hours and must be disposed of in a manner satisfactory to the City Health Officer.
- 5. THE AUTOMOTIVE EQUIPMENT used in the collection service need not necessarily be equipped with steel sanitary bodies, but shall be equipped with bodies that will permit a minimum of spillage.
- 6. CITIZENS requesting garbage collection service will be required to place their contains upon the grounds of said premises on the scheduled date of collection and not upon staisteps or balconies.
- 7. GARBAGE shall be kept free from foreign matter such as bottles, cans, unreasonable amounts of paper, etc.
- amounts of paper, etc.

  3. THE SUCCESSFUL BIDDER MUST supply Workman's compensation insurance and public liability and property damage insurance to protect the City of Bangor against any possible claim.
- 9. THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

HORACE S. ESTEY. CITY MANAGER, BANGOR ME.

Room 24, City Hall May 9, 1945

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in spinish to be AN ORDINANCE RATIFYING AND APPROVING A CONTRACT ENTERED INTO IN TRIPLICATE BY AND SETWEEN THE MUNICIPAL CITY OF SOUTH BEND, BY AND THROWH ITS ECARD OF PUBLIC WORKS, FIRST PARTY, AND JAMES H. PIURCE, SECOND PARTY. The state of the s

BE IT ORDAINED by the Common Council of the City of South Bond, Indiana.

SECTION 1. That the Contract between the Municipal City of South Bend, Indiana, by and through its Board of Public Works and James H. Pierce, executed in triplicate, one of which copies is hereto attached and made a part hereof and which contract is lated July 23, 1934 and relating to the payment for the removal of garbage by said second gurinulum party from the said City, be and the same is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage.

GARBAGE REMOVAL CONTRACT TO A SECRET OF SECURITIES OF SECU

This Indenture made in the City of South Eend, County of St. Joseph and State of Indiana, this 23rd day of July, 1934, by and between the Municipal City of South Bend, Indiana, by and through its Board of Public Works, Party of the first part, and James H. Pierce, of said City, party of the second part, Witnesseth:

The said first party having heretofore adverticed for bids for the collection and removal of garbage and small dead enimals from said city, all as required by law, and the said second party, having submitted his written proposal therefor and being the lowest bidder therefor, the parties hereto do now enter into an agreement an fallows.

In consideration of the premises and the agreements hereinafter contained to be done and performed by said second party, said first party contracts and agrees to pay unto said second party the sum of Twenty-four Thousand Seven Mandred Dollars (\$24,700.00). for each year, for and during the life of the contract, which are said first party shall pay to said second party in equal monthly installments, the one-half (1/2) of each monthly installment to be paid on the 15th day of each month and the other one-half (1/2) to be paid on the last day of each month. The first payment to be made on Jenuary 19th, 1935, and semi-monthly thereafter, as herein-above stated. The period of service to begin on January 1st, 1935 and to continue for a period of five (5) full years ending on the 31st day of December, 1939. In addition to said payment as hereinabove provided, the first party will also furnish seven Carbage Boxes and Hoists and will furnish and keep in repair boxes and hoists for the trucks for said work.

In consideration of the letting of seid contract to mix said second party and the said promises and agreements of said first party as hereinahove contained, said second party centracts and agrees to collect weekly from all residences in said city, and in ; accordence with the provisions of Ordinance Number 1216 of Said City, insofar as it is consistent with this contract and he will remove all such garbage to a point outside the City not fever than three (3) miles distant from its outer limits.

tianos plumpos es Said second party contracts and agrees to furnish all trucks and other means of convoyance (except the said seven (7) garbage boxes and hoists furnished by first party) and all the men which may be necessary for proper, prompt and complete collection, removal and disposal of said garbage and will make such collections at least once each week and he will at all times provide said city with the districts covered each day.

Said second perty shall provide all conveyances for garbage with proper covers and in vehicles which are clean upon the outside at least and all such removal and conveyand shall be in such manner as not to be offensive either by reason of odor or to sight, or otherwise and shall thoroughly cleases and purify all tanks used in said work and will keep the same in clean and canitary condition.

Said second party shall keep the place where he deposits such garbage, outside the City Limits as aforesaid, in as nest and sanitary condition as is possible considering the nature of the use to which such premises are put and said first party and/or its authorized agents and employees shall have free access to such property and to the plants of said second party for inspection purposes at all reasonable hours and may also inspect and examine all vehicles and or instruments of conveyance, but said first party shall not be responsible for damages to other obnoxious features incidental theret

Said first party will not designate places where such garbage shall be removed to end shall be in no way responsible for the selection thereof, save and except that the place, or places must be located at least three (3) miles from the nearest limits of the city thereto.

Said/party shall hold himself in readiness to respond to any call from and Department of the City in case of a need or emergency or the removal of garbage.

Said Second party shall also give to the said Board of Public Works, on or before the 15th Day of January of each year after January 15th, 1935, and during the period of this contract, a report which shows the approximate amount of garbage collected by said contractor under this contract during the proceeding year.

Said second party agrees that in the carrying on of the work herein provided for all proper skill and care shall be exercised and all due and proper precautions shall be used to prevent injury to person, or persons, or property and he will, upon receipt of notice from the city, defend, at his own expense, any action, or suit, which may be brought against the said city because of any work or other acts done or performed by the said second party in pursuance of his duties under the terms of this contract or incidental thereto and he will pay any judgment which may be obtained against said city by reason of any work or acts done hereunder by said second party, his agents and or employees and said second party contracts and agrees to pay all damages to performance of his part of this contract.

Said second party further contracts and agrees to conform with all provisions of the laws of health and the rules of the Health Department of said City and of the State of Indiana which are now in existence of which may hereafter be announced and promule gated and he will conform with all provisions of the ordinances relating to the matters contained in this contract which may now or may hereafter be in force during the term of this contract.

Said second party agrees to furnish adequate trucks, vehicles and otherisplements and he agrees to furnish sufficient number of men promptly, reasonably and efficiently to do and perform all of the provisions in this contract contained for him to do and perform and he further form all of the provisions in this contract contained for him to do and perform and he further agrees that he will pay at least present N. R. A. wages to his employees, and he will pay at least 40 cents per hour to helpers and 45 cents per hour to truck drivers.

Said second party contracts and agrees to carry insurance in accordance with the law of Compensation of the Statesof Indiana for the protection of his employees.

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Maid second party shall maintain on office at the Street Department Headquarters which is now located at the foot of Sycamore Street and in said City and he, his agen and/or employees shall have the privilege of using the telephones of said Department for all purposes required and/or incidental to the performance of his part of this contract and he contracts and agrees to keep someone at said Department to receive or and/or instructions from the various departments of the city relating to the work in

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this contract provided for and he may also use said headquarters as a parking place for trucks and other vehicles used in the said work.

This contract shall include the years 1935, 1936, 1937, 1938, and 1939 but the first party reserves the right to cancel this contract and to be relieved from further obligation thereto upon written notice to said second party at least twelve (12) months in advance in the event an Incincrating plant be erected and in operation before the termination of this contract and in the event such Incinerating plant begins operation at any time within any year covered by this contract then said first party shall pay to said second party the pro-rate part for the time the services are performed by second party, but no more.

Said second party contracts and agrees to furnish a bond in the sum of Ten Thousand Bollars (\$10,000.00), payable to said first party, which bond shall guarantee the full end faithful performance of all the duties in this contract contained for said second party to do and perform, which bond shall be submitted to said Board of Public Works within ten (10) days of the execution of this contract, which bond shall be by a responsible surety, or surety company, and in such terms as appear proper to said Board of Public Works.

It is understood that said bond and its renewals, thereof, shall guarantee to said first party that said second party will do and perform the things in this contract provided for him to do and perform and that he will carefully, skillfully and in due time properly do and perform all of the things therein contained for and during the said five (5) year term.

In this contract contained for him to perform, said first party may, at its option, cancel this contract and relieve itself from all further liability thereon, by giving to said opcond party a notice that it will cancel said contract unless conformance with the provicions thereof be made by second party within ten (10) days of the time of receiving such notice, but first party shall point out in said notice the violations complainte of but such enceellations shall not relieve said second party and/or his bendance, or surety, from paying all demages which said first party may suffer by reason of his failure to so perform and said bend shall particularly dover all payments which said city may be required to make to some other person, or persons, or corporations in excess of the payments contracted and agreed to be made to said second party for and during the unexpired term of the contract.

Said second party shall carry public liability insurance all as provided in the specifications which are hereinafter eads a part of this contract.

The specifications which were submitted to second party and other prospective bidders by said first party are hereby made a part of this contract and shall be not as applicable and consistent with this contract, a percond parcel hereof the same as if written herein excepting that in the definition of "garbage", grass clippings and/or weeds shall not be included in the term "vegetable matter that tends to decay."

This contract shall not be binding upon the party of the first part until ratified and approved by the Common Council of the said City of South Bend.

In Witness Whereof, the parties heroto to herounto set their hands and soals in triplicate in the said City of South Bend, this day and year first above written.

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| and the transfer of administration                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| and Mayor, 12/1/34.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | STORTON STATE OF THE STATE OF T |
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PINTS' CONTRACT, made and entered into by and between the City of Tulsa, Oklahoma, a municipal corporation, party of the first part, hereinafter called the City and A. D. HURLEY, of Tulsa, Oklahoma, party of the second part, hereinafter called the Contractor,

#### WITNESSETH:

That in consideration of CME DOLLAR (\$1.00), in hand paid by each of the parties to the other, the receipt of which is hereby mutually confessed, and in further consideration of the benefits and advantages accruing to each of said parties by reason of the respective covenants and obligations assumed by the other, as hereinafter set forth:

IT IS HEREBY ACREED between said parties as follows, to-wit:

The City hereby lets, gives and grants to the contractor the right and privilege to collect, remove and dispose of any and all garbage which may accumulate, be collected or found within the following described territory within the City of Tulsa, Oklahoma, as follows.

(Description of City by streets and landmarks)

The contractor shall collect, remove and dispose of said garbage at his own expense and remove the same to a place not less than \_\_\_\_miles form the City of Tulsa, and there to dispose of same in a sanitary and unobjectionable manner, using concrete floors therefor.

The contractor shall collect all garbage from all places of business within said territory at least once each day, and from all residential kinds buildings in said territory at least once each week, except for the months of June, July, and August, which he shall gather twice each week.

The contractor shall furnish and maintain an emergency truck to take care of and provide for all emergency calls in ease of neglect or otherwise, and shall call at the City Incinerator Office of the City of Tulsa each day to get complaints or calls for collections garbage within said territory.

The contractor shall observe all laws and ordinances of the City of Tulsa, and the State of Oklahoma, pertaining to the collection and disposal of garbage, and shall further observe any and all rules and regulations, which may be in effect by the Health Department of the City of Tulsa, relative to the collection, removal, disposal and handling of garbage.

The contractor shall keep all wagons, trucks, tools, utensils, and vessels used by him in the collection, handling and disposal of said garbage in good state of repair, and in condition that same shall not leak, spill or distribute garbage over the street or other public places, or on any private premises of or within the City of Tulsa. The garbage shall always be securely covered, while in transit, in such manner that no noxious or offensive offers emanate therefrom.

In the event said contractor neglects or refuses strictly to comply with any of the provisions of this contract for a period of three days (3), or longer, or in the event said contractor wilfully, knowingly, or prepeatedly violates any of the ordinances of the City of Tules, or any of the lasw of the State of Oklahoma, pertaining to the collection, removal or disposal of handling of garbage, or in the event said contractor violates or disobeys any of the santiary rules or regulations promulgated by the Health Department of the City of Tulsa, relative to the collection, disposal and handling of garbage, then and in either of such events the City shall have the option of declaring this contract null and void, and in the event such option is exercised by the City of Tulsa, all rights and privileges grant to contractor hereunder shall cease and terminate.

PROVIDED, HOWEVER, that before such option may be exercised by the City of Tulsa, it shall give the contractor three days' written notice of its intention to exercise said option hereunder, which notice shall be address to the contractor in an envelope, with postage prepaid, and directed to said contractor at Tulsa, Ohlahoma.

The contractor shall furnish the City, upon the execution of this contract, a bond, executed by some acceptable surety company, authorized to do business within the cities of Oklahoma, in the penal sum of CME THOUSAND DOLLARS (J1,000.00), conditioned that the contractor shall faithfully perform and discharge all the duties, covernate and a compenter to be knot.

The contractor shall cover all trucks and vehicles used by him, in performing his work under the terms of this contracts with liability and damage insurance, in order that the City may be indemnified against any damages by said trucks or vehicles to any person or property.

The contractor shall not sublet this contract, or any portion thereof, without the written consent of the City.

The contractor shall pay to the City the sum of CNE DOLLAR (\$1.00) each for all calls that the City may may be required to make in the collection of garbage, which the contractor has neglected to collect, and payment for such calls shall be made by the contractor to the City of the first day of each month during the term of this contract, for all such calls required to be made by the City during the previous month.

The term of this contract shall be from the date hereof to the \_\_\_\_ day of June, 1937.

IN WITNESS WHEREOF, the parties hereto have executed this contract this \_\_\_ day of \_\_\_\_\_, 1936.

ATTEST:

City Auditor

XPUREVED:

City Attorney

CITY OF TULSA, OKLAHOMA, a municipal corporation,

Ву

Mayor Party of the First Part.

Party of the Second Part.

#### CITY AD --- COLLECTION. REMOVAL AND DISPOSAL OF GARBAGE. TRASH AND OTHER REFUSE OR WASTE MATERIAL

Sealed proposals for the collection, removal and disposal of garbage, trash and other refuse or waste material for the City of York will be received by the Director of Administration and Fiscal Affairs at City Hall, York, Pennsylvania not later than 10:00 a.m. E.S.T. on

Forms of Proposal, Instructions to Bidders, Specifications, General Conditions and Contract will be furnished upon application to the Director of Administration and Fiscal Affairs at City Hall, York, Pennsylvania.

The proposal shall cover a period of collection, removal and disposal for a period of two (2) years.

The contract shall provide for a rental to be charged the contractor for City owned property he might use in the performance of the contract and requirements for use of the same, which rental will be set off against the price to be paid to the contractor.

All bids must be on City forms or they will not be considered. Bidders shall be bound by all of the terms of the Proposal, Instructions to Bidders, Specifications, General Conditions and Contract as well as any supplemental Addendmas which may be issued.

The right is reserved to reject any or all bids and to waive any informalities or harmless discrepancies in the bid instruments.

JESSIE M. GROSS, DIRECTOR ADMINISTRATION AND FISCAL AFFAIRS

#### PROPOSAL

Director, Dept. of Administration and Fiscal Affairs City of York City Hall 50 West King Street York, Pennsylvania

Madam:

The undersigned offers to provide the necessary labor, material, equipment, plant, supervision, and disposal site which may be required to perform "Collection and Disposal of Refuse" for the City of York, York County, Pennsylvania, in accordance with all of the requirements of this Proposal, Instructions to Bidders, General Requirements, and Specifications; attached hereto and made a part hereof.

For collection and disposal of refuse as herein specified for a period of two (2) years, the total lump sum price of

|       | Dollars |
|-------|---------|
| Cents | (\$)    |
|       | · • •   |

Accompanying the Proposal, as a part thereof, are the following:

- 1. Proper and Sufficient Bid Security.
- 2. Bidder's Affidavit as to Authorization.
- 3. Bidder's Affidavit as to Non-Collusion.
- 4. Letter from Surety Company, authorized to conduct business in the State of Pennsylvania, assuring the City of York that Contract Bond and Additional Bond in proper form and amounts, will be furnished in the event a contract is awarded as a result of this Proposal.

Read PROPOSAL, INSTRUCTIONS TO BIDDERS, GENERAL REQUIRE-MENTS AND SPECIFICATIONS, CAREFULY.

Bidder, when submitting his Proposal, shall submit the entire document without detaching any portion thereof.

No conditioned bid will be considered.

No Bid Proposal may be withdrawn after it has been posted or deposited with the City.

The right is reserved by the City of York to accept or reject any or all bids or to waive minor technical defects and/or minor discrepancies as may be deemed to be to the best interest of the City.

Bidder must write or print prices in words and in figures. In case of difference between written or printed words and figures, the written or printed words will govern the final bid determination

Bidder must sign his name and address in ink. If a partnership, state name of same and sign by one of the partners. If a corporation, state name of corporation and sign by authorized officer, designating title and impress corporate seal.

| SIGNED |              |             |
|--------|--------------|-------------|
|        | Name of Firm | <del></del> |
|        |              |             |
|        | Address      |             |

Fage of 2

## Authorization to Sign

| STATE OF PENNSYLVAN   | <b>88</b> 1 000 p of 10 min to chappe of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| COUTY OF YORK         | The state of the s |
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Before me.            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Derore me             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| in and for said Cou   | inty, personally came                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| V1.4                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|                       | , who being duly sworn according to law,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| POSE and some that    | t he is the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| see a strict sale mar | (Title)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| of                    | 9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                       | ompanying Proposal; that he is duly author-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 22'd to sign the sa   | ame, that the seal attached is the seal of never defaulted or withdrawn from any bid                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| Sumitted by him.      | or it, his or it's agents, or representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| Sumitted by him, o    | or it, his or it's agents, or representative                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Sumitted by him, o    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| Sumitted by him, o    | Affiant ad subscribed to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Sumitted by him, o    | Affiant ad subscribed to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Sumitted by him, o    | Affiant ad subscribed to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

# BIDDERS AFFIDAVIT AS TO Authorization to Sign

| COUNTY OF YORK )                                                                                                                 | ,                                |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------|
| Before me,                                                                                                                       |                                  |
| in and for said County, personal                                                                                                 | lly came                         |
| , who being                                                                                                                      | duly sworn according to law, de- |
| poses and says that he is the _                                                                                                  | (Title)                          |
| who signed the accompanying Propized to sign the same, that the the bidder, and has never defaul submitted by him, or it, his or | seal attached is the seal of     |
|                                                                                                                                  | Affiant                          |
| and subscribed before me this day of                                                                                             |                                  |
|                                                                                                                                  | ····                             |
| My Commission Expires                                                                                                            | . 19                             |

#### BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS,

| That we                             |                                                                                                                |                 | e e e e e e e e e e e e e e e e e e e |                                 |
|-------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------|---------------------------------------|---------------------------------|
| and                                 |                                                                                                                |                 |                                       |                                 |
| •                                   | mly bound unto t                                                                                               |                 | Dollars.                              | . <del></del>                   |
| to be paid to th                    | e said CITY OF Y                                                                                               | ORK or its cer  | tain attorney,                        |                                 |
| successors or as                    | signs, to which ourselves, our                                                                                 | payment well a  | nd truly to be                        | 111a                            |
| successors, and<br>by these present | assigns and ever                                                                                               | y of them, join | ntly and several                      | lly,                            |
| Signed and                          | Sealed, this                                                                                                   | day of          | A.D. 19                               | •                               |
| WHEREAS, th                         | e above bounden                                                                                                |                 |                                       |                                 |
| has filed with the                  | e CITY OF YORK p                                                                                               | roposals for t  | he "Collection a                      | and                             |
| pursuance of the                    | se" in the City                                                                                                | or York to be o | done under and l<br>dere. General Re  | LII<br>Sm                       |
| quirements. Spec                    | ifications, and                                                                                                | Contract relat  | ing thereto.                          |                                 |
| ·                                   | _                                                                                                              |                 |                                       |                                 |
| · NOW THE CON                       | IDITION OF THE AP                                                                                              | BOVE OBLIGATION | IS SUCH,                              | <del></del>                     |
| That if the                         |                                                                                                                |                 |                                       |                                 |
|                                     | a written contr                                                                                                |                 | d by CITY OF YOU                      | RK                              |
|                                     | shall be awarde<br>thfully perform                                                                             |                 | Oli nonta tria                        |                                 |
| contract to be n                    | ade and entered                                                                                                | into by and be  | tween the said<br>TY OF YORK for t    | :<br>the                        |
| "Collection and                     | Disposal of Refu                                                                                               |                 |                                       |                                 |
| lvania in accord                    | lance with the ab                                                                                              | ove mentioned   | contract, then                        |                                 |
|                                     | to be void, othe                                                                                               | rwise to be an  | d remain in ful.                      | L                               |
| force and virtue                    | 10                                                                                                             |                 | •                                     |                                 |
| •                                   | more see year fact.                                                                                            | ,⊣ .            | -                                     |                                 |
|                                     |                                                                                                                | Com             | pany                                  |                                 |
| ATTEST:                             | By                                                                                                             |                 |                                       |                                 |
| WIIIDI.                             | υy                                                                                                             |                 | ident                                 |                                 |
|                                     |                                                                                                                | <u>.</u>        |                                       |                                 |
| Secretar                            | ን<br>የ                                                                                                         | 7               |                                       | ±                               |
| hanna .                             |                                                                                                                | C110700         | m 4-17 CA                             | ,g270uu#                        |
|                                     | Parameter agent a library (1) — The Weller Brieff of S <del>pecific and All States (1) — 10 (1) — 10 (1)</del> |                 | nty Co.                               | e e es su <del>a de</del> cuert |
| Witness as to St                    | rety By                                                                                                        | ·               |                                       |                                 |
|                                     |                                                                                                                | Attorne         | y in Fact                             |                                 |
| Darren at Al                        | de anno any marada dia a                                                                                       | ttaabad         | • :                                   |                                 |
| FOWER OF A                          | torney must be s                                                                                               | re exettere     | agety" e                              | والرائيم والأرارات              |

LETTER FROM SURETY COMPANY, ASSURING CITY THAT CONTRACT BOND WILL BE FURNISHED, SHALL BE ATTACHED TO THIS SHEET.

Signed and in

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#### INSTRUCTIONS TO BIDDERS

- 1. All Proposals must be on blanks furnished by the City of York.
- 2. All Proposals must be sealed, endorsed,

#### "BID FOR COLLECTION AND DISPOSAL OF REFUSE"

and filed with the Director, Department of Administration and Fiscal Affairs, City Hall, 50 West King Street, York, Pennsylvania, on or before

#### 10:00 a.m. E.S.T.

- 3. Bidders shall not insert in the Proposal, Instructions to Bidders or Specifications, nor enclose with the same when delivered to the City, any written statement which will have the effect of making any material change or changes in the same or in any contract between the parties covering the subject-matter thereof.
- 4. The amount of the contract shall in all cases, whether of straight sale price, conditional sale, bailment lease or otherwise, be the entire amount which the City pays to the successful bidder or his assigns, in order to obtain the service or property or both, and shall not be construed to mean only the amount which is paid to acquire title or to receive any other particular benefit or benefits of the whole bargain.
- 5. Each Proposal shall be accompanied by a Proposal Guaranty payable to the City of York to insure the execution of the contract by the bidder. Such Proposal guaranty shall be either cash, a certified check, or a bid bond with corporate surety in an amount of \$ 25,000.00. The Proposal guaranty of all bidders will be returned upon execution of the contract; however, the City, as it elects, may upon request; return the Proposal guaranty of any bidder other than the low and second bidders prior to execution of the contract.
- 6. When a bid received has been determined by the City to be satisfactory, a contract will be awarded to the lowest responsible bidder within thirty (30) days from the date of opening of bids. The bidder to whom the award shall have been made must execute the contract in duplicate and return it, together with the properly executed bonds and insurance certificates as herein provided, to the Director, Department of Administration and Fiscal Affairs within ten (10) days after having been notified so to do by the Director. If the bidder to whom the contract shall have

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been awarded fails, neglects, or refuses to enter into contract and furnish bonds and insurance certificates as herein provided, the amount of the Proposal Guaranty shall be forfeited to the use of the City, not as a penalty, but as just and liquidated damages.

- 7. The successful bidder, before being awarded any contract, shall be required to carry Workmen's Compensation Insurance or file a proper Certificate of Exemption as provided for by the Pennsylvania Workmen's Compensation Act.
- 8. The successful bidder, or any subcontractor, may not discriminate on account of race, color, creed or national origin in his hiring of employees for the performance of work under this contract.
- 9. Bidders attention is directed to the section of these Specifications relating to minimum wages, to be paid to workmen in the performance of this contract.
- 10. The Director, Department of Public Works shall be the judge of the qualifications of the offerings and will determine the question regarding conformance of any offer with the Specifications.
- 11. The right is reserved by the City of York to accept or reject any or all bids or to waive minor technical defects and/or minor discrepancies as may be deemed to be to the best interest of the City.
- 12. Prior to opening of bids, the City of York will hold a "pre-bid" conference which all prospective bidders should attend.
- 13. Bidders shall be bound by all of the terms of the Proposal, Instructions to Bidders, Specifications, General Requirements and Contract, as well as any supplemental Addendums which may be issued; provided that said Addendums shall be received by the prospective bidder not less than ten (10) days prior to the bid opening date.

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## <u>CONTR-ACT</u>-

|             | This Agreement, made this day of,                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|             | 19 , by and between the City of York, by their properly                                                                                                                                                                                                                                                                                                                                                                                                  |
|             | authorized officers, parties of the first part, hereinafter                                                                                                                                                                                                                                                                                                                                                                                              |
|             | called the City. and Of                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|             | his, her, its', or their executors,                                                                                                                                                                                                                                                                                                                                                                                                                      |
| •           | administrators, successors, or assigns, party of the second                                                                                                                                                                                                                                                                                                                                                                                              |
| ,<br>,-, -, | part, hereinafter called the Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                 |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | WITNESSETH, that the City and the Contractor, for and in                                                                                                                                                                                                                                                                                                                                                                                                 |
|             | consideration of the mutual covenants and agreements herein                                                                                                                                                                                                                                                                                                                                                                                              |
|             | specified, do agree as follows:                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | 1. The Contractor shall provide all labor, materials,                                                                                                                                                                                                                                                                                                                                                                                                    |
|             | supplies, equipment, plant, supervision, and every other item necessary to the collection of refuse within the corporate                                                                                                                                                                                                                                                                                                                                 |
|             | limits of the City of York, and disposal thereof at a point                                                                                                                                                                                                                                                                                                                                                                                              |
|             | beyond the corporate limits of the City; in strict conformity                                                                                                                                                                                                                                                                                                                                                                                            |
| ٠,          | with all of the provisions of the Proposal, Instructions to                                                                                                                                                                                                                                                                                                                                                                                              |
|             | Bidders, and Specifications for the Collection and Disposal of                                                                                                                                                                                                                                                                                                                                                                                           |
|             | Refuse which are attached hereto and made a part hereof, for                                                                                                                                                                                                                                                                                                                                                                                             |
|             | the term of ( ) calendar years beginning                                                                                                                                                                                                                                                                                                                                                                                                                 |
|             | Refuse which are attached hereto and made a part hereof, for the term of() calendar years beginning at 7:00 a.m. E.S.T. on theday of, large day of |
|             | at 7:00 a.m. E.S.T. on the day of                                                                                                                                                                                                                                                                                                                                                                                                                        |
|             | , 10                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | 2. The City will pay and the Contractor will accept in                                                                                                                                                                                                                                                                                                                                                                                                   |
|             | full consideration for the performance of the Contractor's ob-                                                                                                                                                                                                                                                                                                                                                                                           |
|             | ligations hereunder the total lump sum price of                                                                                                                                                                                                                                                                                                                                                                                                          |
| _ •         | Dollars  Cents (\$ Dollars                                                                                                                                                                                                                                                                                                                                                                                                                               |
|             | adjustment only upon the terms and conditions as set forth in                                                                                                                                                                                                                                                                                                                                                                                            |
|             | peragraphs 1.13 to 1.13.4 of the General Requirements, and                                                                                                                                                                                                                                                                                                                                                                                               |
|             | which total lump price is to be paid in ()                                                                                                                                                                                                                                                                                                                                                                                                               |
|             | equal monthly installments payable within ten (10) days after                                                                                                                                                                                                                                                                                                                                                                                            |
| •           | the close of work on the last day of each contract month.                                                                                                                                                                                                                                                                                                                                                                                                |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | 3. The City will lease to the Contractor the landfill                                                                                                                                                                                                                                                                                                                                                                                                    |
|             | site owned by the City of York as listed in paragraph 1.11 of                                                                                                                                                                                                                                                                                                                                                                                            |
| ٠           | the General Requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                |
|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|             | 4. The Contractor shall pay to the City as rental of the                                                                                                                                                                                                                                                                                                                                                                                                 |
|             | landfill site the monthly lease rental of Two Hundred Dollars                                                                                                                                                                                                                                                                                                                                                                                            |
|             | COZULACIO IMPERIONIA                                                                                                                                                                                                                                                                                                                                                                                                                                     |

5. The Contractor, in using the landfill site, shall conform with all requirements of Federal, State, and Local Governmental Agencies and shall conduct the operation on a planned schedule; and in areas approved by the Director, Department of Public Works. Any changes in planning schedules or areas of operation shall be made only after approval by the Director and the Pennsylvania Department of Health.

- 6. The Contractor shall submit with the executed Contract, Performance Bond, Workmen's Compensation Affidavit, and Insurance Certificates, as specified in paragraphs 1.2 to 1.4.3 of the General Requirements.
- 7. The Contractor shall, at its' own cost and expense, obtain and pay for all permits, certificates, and licenses necessary for the performance of work contemplated under this Contract.
- 8. The Contractor shall pay to any employee engaged in the performance of work under this contract not less than \$2.25 for throwers and \$ 2.40 for drivers per hour for each actual hour worked.
- 9. The work under this Contract shall at all times be under the direction of and subject to inspection by the Director, Department of Public Works or his duly authorized representative. The Contractor shall at all times provide every proper facility for inspection by the representative of the City.
  - 10. No change or alteration in the work hereunder shall be made except on written order of the City which order shall be signed by the proper officers of the City and countersigned by the Director, Department of Public Works.
  - ll. If the Contractor shall be adjudged insolvent or bankrupt, or shall neglect or refuse to prosecute the work here-under promptly and with diligence, in accordance with the directions of the Director, Department of Public Works, then the City, upon the written certificate of the Director, Department of Public Works that sufficient cause exists to justify such action, may, upon five (5) days written notice to the Contractor, terminate the employment of the Contractor, and take possession of the premises and of all materials, tools, appliances and equipment thereon; and proceed to complete, or cause the work to be completed; and the City may deduct the cost of completing the said work from payments then or thereafter due to the Contractor, who shall pay the City any amount by which such cost of completion shall exceed the unpaid moneys due or to become due to the Contractor.
- 12. (a) Either the City or the Contractor, may, in writing, appeal from any decision of the Director, Department of Public Works hereunder, by serving a written demand for arbitration. If said parties cannot amicably settle the same, the appeal shall be referred to arbitration. The City and the Contractor shall each choose one competent and disinterested arbitrator and the two so chosen shall select a third and disinterested arbitrator. The decision of said three arbitrators

or any two of them shall be conclusive and binding upon both parties. The actual costs of said arbitration shall be borne equally by the parties.

The award of the arbitrators shall be made within ten (10) days after the submission of the controversy to the arbitrators.

- (b) The Contractor, however, shall continue to perform his work hereunder during any arbitration proceeding, unless the City shall otherwise consent in writing.
- 13. The Contractor shall indemnify and save harmless the City against all loss, costs or damages on account of injury to persons, or property, occurring in the performance of the contract, together with any and all attorney's fees incurred by the City on account of any thereof.
- 14. The Contractor shall indemnify and save harmless the City and its' officers and agents from all damages, or claims for damages, arising from the infringement or alleged infringement of any letters patent or patent rights covering any material, appliance or device used on or upon the work, or any part thereof, and shall and will without cost or expense to the City and its' officers and agents, defend any suit or suits, which may be brought against it by reason of such real or alleged infringement.
- 15. The City's costs for this contract shall be paid from Item No. \_\_\_\_, in the Department of Public Works as provided in Bill No. \_\_\_\_, Ordinance No. \_\_\_\_\_, Session 19 \_\_\_\_\_, approved \_\_\_\_\_\_\_; or from applicable Budget Items in General Appropriations in subsequent Budget Ordinances. and the state of t

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

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#### 1.0 GENERAL REQUIREMENTS

#### 1.0 CITY PLACE OF BUSINESS

The official place of business of the City of York is 50 West King Street and all official communications relating to this contract shall be directed to the Director, Department of Public Works.

## 1.1 CONTRACTOR'S PLACE OF BUSINESS

The Contractor's official place of business shall be as indicated in the Proposal and the official signing said Proposal shall be the official representative of the Contractor until, or unless, the Contractor shall properly notify the City otherwise.

All letters, notices, or business communications shall be served, mailed or directed to the official place of business of the Contractor. Any letter, notice or business communication addressed to the Contractor and delivered to the above named address; or deposited, postpaid, in any United States Post Office facility shall be deemed sufficient service thereof, upon the Contractor, and the postmark shall indicate the date of service.

The Contractor shall maintain a local office or field office in which telephone service is available for the transmission of detailed information relative to complaints and normal operational problems.

#### 1.2 PERFORMANCE AND ADDITIONAL BONDS

The successful bidder, before being awarded any contract, shall furnish a Contract Bond which shall remain in full force and effect during the first year period of the contract. Contract Bond to be renewed for the second year, with sufficient corporate surety, in a penal sum of \$100,000.00 for the duration of the contract, conditioned that the Contract shall well and truly, and in a manner satisfactory to the City, complete the work contracted for and shall save harmless the City from any expenses incurred through the failure of said Contractor or any sub-contractor, or the servants, agents or employees of either, to complete the work as specified; or from any damages growing out of the carelessness of said Contractor or his or its' servants.

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## 1.3 CITY TO BE FREE OF LIABILITY

The Contractor shall indemnify and save harmless the City from all damages or claims for damages on account of injury to persons or property and shall insure himself during the life of this contract by obtaining and maintaining in force, insurance policies as required hereunder.

## 1.4 PUBLIC LIABILITY INSURANCE

Bodily Injury Liability Insurance, naming the City as Additional Insured, in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) on account of one accident.

Property Damage Insurance, naming the City as Additional Insured, in an amount not less than Fifty Thousand Dollars (\$50,000.00) for damages on account of any one accident and in an aggregate limit of not less than One Hundred Thousand Dollars (\$100,000.00).

## 1.4.1 AUTOMOBILE INSURANCE

Automobile Bodily Injury Liability Insurance, naming the City as Additional Insured, to cover each truck, automobile, vehicle, or other mechanical equipment, whether owned by the Contractor or leased by him, used in performance of work under this contract in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) on account of one accident.

Automobile Property Damage Insurance, naming the City as Additional Insured, to cover each truck, automobile, vehicle or other mechanical equipment, whether owned by the Contractor or leased by him, used in performance of work under this contract in an amount not less than One Hundred Thousand Dollars (\$100,000.00) on account of any one accident.

#### 1.4.2 COMPENSATION INSURANCE

Compensation Insurance and Employer's Liability Insurance to cover all employees employed in performance of work under this contract in amounts required by the Workmen's Compensation Act and any re-enactments, supplements, or amendments thereto.

# 1.4.3 CERTIFICATES OF INSURANCE

All policies of insurance shall be, in all respects, satisfactory to the City and certificates of insurance issued by the insurer shall be filed in duplicate with the Director, Department of Public Works certifying that such insurance is in full force and effect, and that it will not be canceled, annulled, or amended except after fifteen (15) days notice in writing to the City.

## 1.5 COMPLIANCE WITH LABOR LAW REQUIREMENTS

The Contractor shall comply with all laws, ordinances, rules, and regulations of the City of York, Commonwealth of Pennsylvania, or the United States, governing the safety, sanitary facilities, working conditions, and wages of employees engaged in performing work under this contract.

# 1.6 LABOR DISPUTE

The Contractor shall resolve his own labor disputes; the City, however, may if it so elects, have representation at any labor negotiation session.

# 1.7 ASSIGNMENT OF CONTRACT

The Contractor shall not assign this contract, in part or in whole, without the prior written consent of the City, nor shall the Contractor assign any proceeds due to him under this contract, except to a bank or financial institution acceptable to the City.

## 1.8 COMPLETION OF CONTRACT BY CITY

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or sufficient equipment to perform the work, or if he should fail to make prompt payments for equipment, supplies, materials or labor, or persistently disregard laws, ordinances, or the instructions of the Director, Department of Public Works, or otherwise be guilty of a substantial violation of any provision of the contract; then the City upon the certificate of the Director, Department of Public Works that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all equipment, appliances,

materials, and supplies used in the performance of the contract and finish the work by whatever method he may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the contract is completed. If the unpaid balance of the contract price shall exceed the expense of completing the work, including compensation for additional administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Director, Department of Public Works, which shall be conclusive evidence in any litigation over the same.

## 1.9 ACTS OF GOD OR DISASTER

The Contractor shall not be required as a part of this contract to remove substantial or unusual quantities of refuse which may litter the streets as a result of storms, hurricanes, floods, or other violence of nature, or any other event which may be termed an act of God.

#### 1.10 LIST OF CONTRACTOR'S EQUIPMENT

The Contractor shall, at all times keep on file with the Director, Department of Public Works; a complete list of equipment available for use on the work, which list shall be revised as required to be kept correct and current.

No equipment shall be removed from assignment to this contract unless approved in writing by the Director, Department of Public Works after he has been satisfied that such removal will not adversely affect the work.

#### 1.11 PROPERTY SCHEDULE

The City of York owns a one hundred and seventy-eight (178) acre landfill site in Springfield Township, York County, Pennsylvania on which is erected a steel frame, metal covered building forty (40) feet long, thirty (30) feet wide, and twelve (12) feet high at eaves; which property and building may be used by the Contractor, and if so used, shall, at the rental rate of Two Hundred Dollars (\$200.00) per month, be credited against the payments by the City under this Agreement.

The City of York will provide every bidder with any available information relative to this property, but does not warrant, in any way, the property so offered.

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## 1.11.1 PROPERTY LEASE CONDITIONS

The Contractor shall accept any, and all, property leased from the City on an "as-is" basis on the contract date, and pay for the same at the rate stipulated in paragraph 1.11.

## 1.11.2 LANDFILL SITE

The Contractor may use the landfill site and shall be responsible for the entire operation, in an approved manner, of all filling and covering procedures and for final preparation of the fill areas as may be necessary to meet the requirements of the City and the Pennsylvania Department of Health.

The Contractor shall present a plan of areas to be used and schedule of operation for the use of the landfill site and such plan and schedule shall be approved by the Director, Department of Public Works and by the Pennsylvania Department of Health.

Any changes in planning schedule or areas of operation shall be made only after approval by the Director.

#### 1.11.3 BUILDING AT LANDFILL SITE

The Contractor may use the metal building and its appurtenances located on the landfill site for his own use and he shall be responsible for all normal repairs and upkeep during the term of the contract period, and shall leave the same in similar condition to that existing when he took possession, normal wear and tear excepted.

It shall be the responsibility of the Garbage Contractor to install an approved weighing scale of not less than twenty (20) tons capacity in the landfill area, located near the entrance. The scale shall be housed in a sheet metal enclosure and shall be designed to issue weighing tickets in triplicate.

The Contractor shall pay for all utilities used on the site.

#### 1.11.4 DETERMINATION OF USE OF LEASED PROPERTY

Determination of all questions relative to leased property, its' proper use, maintenance, service, and condition shall be made by the Director, Department of Public Works and his decision shall be final unless modified by arbitration.

### 1.12 LANDFILL PERMIT

The City is operating the landfill site on a permit issued to the City by Springfield Township at a cost of Two Hundred Dollars (\$200.00) per year with the additional right of Spring-

field Township to dispose of refuse of any kind at no cost to the Township.

The Contractor is required to honor this obligation to Springfield Township.

## 1.13 ADJUSTMENT IN CONTRACT PRICE

Adjustment to contract price will be allowed only under the following circumstances and price adjustments shall be computed as indicated for each circumstance.

## 1.13.1 Increase or Decrease in Number of Pick-Up Points

Within one month after work is started under the contract, it shall be the Contractor's responsibility to determine the exact number of refuse pick-up points throughout the City, certify the information in approved form to the Director, Department of Public Works, and upon review and approval by the Director, the number of pick-up points so established shall constitute the number of pick-up points on the contract date. (The Colony Park development shall be included in the pick-up point determination.)

Should the number of pick-up points increase or decrease for any reason, then the contract price shall be adjusted and the City will pay for the revised number of pick-up points in the ratio as the revised number of pick-up points bears to the number of pick-up points on the date of contract.

Upon any request by either the City or the Contractor for such adjustment, the party requesting such adjustment shall submit a notarized statement as to the number of pick-up points added or deducted and the current total number of pick-up points. The Director, Department of Public Works shall review the data submitted and if he finds it to be correct, shall certify the same and his computations as to contract adjustment to the Mayor and City Controller for approval, after which such adjusted contract prices shall become effective.

#### 1.13.2 Additional Payment for Extra Work

When a demand for extra work has been established to the satisfaction of the Director of Public Works, he shall certify such need to the Mayor and City Controller and upon their approval such extra work may proceed and shall be paid for in the following manner:

For labor, including the time of supervision in proportion to the time actually spent on such extra work, the Contractor

shall be paid the prevailing applicable wage rates in the City of York multiplied by the actual number of hours devoted to such extra work; to which shall be added an amount to cover administrative and payroll costs, equal to twenty (20) percentum of the total.

For equipment, the Contractor shall be paid the net fair market rental rate for such equipment multiplied by the actual number of hours devoted to such extra work.

The Director, Department of Public Works shall certify to the correctness of all billings for extra work prior to payment.

## 1.13.3 Liquidated Damages for Contract Violation

The City shall have the right to deduct from any monies due the Contractor, the following amounts for each offense for all violations of the contract.

- (A) Failure of a truck and crew to operate and complete collections on a regular route, unless prevented by a labor strike or work stoppage, snowstorms, hurricanes, floods, or other violence of nature or any other event which may be termed an act of God; the sum of One Hundred Dollars (\$100.00) per day for each truck and crew not operating.
- (R) Failure to maintain any collection vehicle in a sanitary and safe operating condition; the sum of Ten Dollars (\$10.00) for each offense.
- (C) Failure to collect refuse properly placed prior to the regularly scheduled collection time; the sum of Two Dollars (\$2.00) for each location.
- (D) Failure to replace refuse containers on the sidewalk back of curb line, as required; the sum of One Dollar (\$1.00) for each location.
- (E) Willful damage to or carrying away of permanent refuse containers; the sum of Five Dollars (\$5.00) for each offense or at the option of the Contractor he may satisfactorily repair or replace damaged or removed containers.
- (F) For discrimination against any person as specified in paragraph 2.13 of the Specifications; the sum of Five Dollars (\$5.00) per day for each employee not dealt with as directed.

- (G) Failure to suspend or discharge any employee for offenses as defined in paragraph 2.13 of the Specifications; the sum of Five Dollars (\$5.00) per day for each employee not dealt with as directed.
  - (H) Failure to operate landfill or other disposal facility in a safe condition; the sum of Fifty Dollars (\$50.00) per day for each day of violation.
  - strikes, or any cause other than by violence of nature or act of God, from performing the work under this contract on two or more consecutive days; then the City shall deduct from moneys due the Contractor, that portion of a monthly installment represented by the ratio of days on which no work is performed bears to the total number of scheduled work days in that month.

## 1.13.4 Notification of Violations and Assessment of Penalties

Prior to assessing any penalty against the Contractor, the Director, Department of Public Works shall notify the Contractor of such violation and allow a reasonable time for correction. All violations and penalties therefore shall be certified by the Director, Department of Public Works and his judgement shall be final unless modified by arbitration.

#### 2.0 SPECIFICATIONS

## 2.1 SCOPE OF WORK

These specifications describe generally the collection of "Refuse" from within the corporate limits of the City of York and disposal thereof at some point beyond the corporate limits of the City.

## 2.2 FAMILIARITY WITH THE WORK

Every bidder is required to personally visit the City and familiarize himself with the conditions to be encountered and all circumstances which may affect the nature and cost of the work.

No extra compensation will be allowed by the City for Contractor's failure to determine existing conditions, or for lack of information on the part of the Contractor, after the bid is submitted and contract is awarded.

Any question relative to any portion of the work or any clarification of the interpretation of the contract documents shall be directed to the Director, Department of Public Works, who will issue written addenda, which will be made available to every bidder. All such addenda shall be signed by the bidder, submitted with the Proposal, and will become a part of the contract documents.

#### 2.3 DEFINITIONS

Contract Documents shall consist of Advertisement, Proposal, Instructions to Bidders, General Requirements, Specifications including all modifications thereof incorporated in any of the documents before execution of the contract and the signed Contract Agreement.

The contract documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the Contract is to include every item of labor, materials, supplies, equipment, plant, supervision, and every other item necessary to the collection and disposal of refuse.

- 2.3.1 City shall mean the Municipal Government of the City of York, Pennsylvania and its' duly authorized officers and representatives.
- 2.3.2 Contractor shall mean the individual, partnership, association, company, or corporation entering into contract with the City for the collection and disposal of refuse and shall include the authorized representatives, agents, and employees, of such Contractor while engaged in the performance of work under this contract.

- 2.3.3 Director shall mean the Director, Department of Public Works of the City of York or his duly authorized representative.
- 2.3.4 Refuse in this specification shall mean the combination of garbage, rubbish, ashes, and bulky wastes, but shall not include trade waste.
- 2.3.5 Garbage means the accumulation of putrescible organic material and its' natural moisture content resulting from the handling, storage, preparation, cooking, and serving of meat, fish, fowl, fruit, and vegetable foods and dead animals no larger than a dog.
- 2.3.6 Rubbish means the combination of combustible and noncombustible solid waste such as paper, rags, cartons, boxes, wood, excelsior, bedding, rubber, leather, grass, leaves, yard and tree trimmings, plastics, tin cans, metals, glass, ceramics, dirt, and the like.
- 2.3.7 Ashes means the residue from the burning of wood, coal, coke and other combustible material when used for the purposes of heating, cooking, or disposing of waste combustible materials.
- 2.3.8 Bulky Wastes shall mean household discarding such as appliances, furniture, bedding, and the like. (See Section 2.4 of the Specifications).
- 2.3.9 Trade Waste means waste building materials from construction, demolition, remodeling, or repair of buildings; motor vehicles or any part thereof; any ashes, scrap or waste materials from factories, processing plants, manufacturing plants, and slaughter houses.

Trade wastes as described above shall not be included for collection under this contract. (See collection of refuse from Public Buildings).

2.3.10 Christmas Trees shall mean natural or artificial ornamental trees used for purposes of holiday decoration and shall be considered a special class of rubbish.

Christmas trees shall not be an obligation of the Contractor but shall be collected and disposed of by the City.

2.3.11 Refuse Can means a round, watertight, sheet metal or plastic, raised bottom container, not exceeding thirty-two gallons in capacity, weighing without cover not over twenty-six pounds when empty, fitted with handles, and a tight fitting cover equipped with a handle and when filled shall have a total weight of not more than seventy-five pounds. Plastic bags may be used instead of cans.

- 2.3.12 Ordinance Unit means one box or carton, either empty or filled with rubbish as herein defined, or one small shrub or small tree. The term shall also apply to rubbish in general when such material is disassembled, broken, or cut up and placed in securely tied bundles. All ordinance units shall be securely tied by the occupant and shall be of such size that the longest dimension thereof shall not exceed three feet and the volume shall not exceed twelve cubic feet; and provided further, that the total weight of any ordinance unit shall not exceed sixty pounds.
- 2.3.13 Refuse Disposal Site means the areas owned, leased or used by the City or any Contractor for the disposal of garbage, rubbish, or trade waste.
- 2.3.14 Residence Unit means a building or portion thereof containing a single family dwelling unit.
- 2.3.15 Place of Business shall mean each establishment wherein is conducted an activity of a commercial or professional character.
- 2.3.16 Avenue or Alley means public or private way giving access to the rear of lots or buildings.
- 2.3.17 Street means a public or private way, other than "alleys", used for public travel.

## 2.4 CLASSES OF REFUSE TO BE COLLECTED

Refuse to be collected under this contract shall be the combined collection of garbage, rubbish, ashes, as well as bulky wastes.

Garbage, rubbish and ashes shall be placed, in combination, into one or more refuse containers and placed for collection as directed, immediately back of the curb lines in front of, or outside of and immediately adjacent to the back fence or rear lot line of the property creating the refuse. Not more than six (6) vessels filled with inorganic garbage, nor more than four (4) vessels filled with organic garbage shall be placed for collection.

Rubbish not containing garbage or putrescible waste may be placed in ordinance units and placed for collection as directed above.

For the collection of bulky wastes, the Contractor shall be contacted by telephone or in person and shall be informed of the type and number of items to be collected. The Contractor will then give instructions as to when and where these items are to be picked up.

Bulky wastes shall consist of self-contained pieces of appliances or furniture such as refrigerators, stoves, washers, dryers, television and radio sets, sofas, tables, chairs and similar household articles.

The Contractor shall be required to pick up not more than one of either of the following items at each collection: refrigerator, stove, washer, dryer and sofa. For smaller items such as chairs, television and radio sets, beds, bed springs, mattresses (which are to be rolled and tied up) and similar small household articles; not more than two items are to be picked up at each collection.

Any items considered an integral part of a building or residence unit such as furnaces or part thereof, radiators, bathtubs, kitchen sinks, hot water heater or any other item pertaining to plumbing or heating are not required to be picked up by the Contractor.

## 2.5 VOLUME OF REFUSE

The Contractor shall be required to pick up from each residence unit, place of business, all public buildings and containers throughout the City on each collection day, refuse put out for collection as specified above.

## 2.6 DAYS AND HOURS OF COLLECTION

The Contractor shall be required to perform collection service daily except Sundays and the following holidays: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

and 7:00 p.m. unless special collection routes and times are agreed upon by the Contractor and the residences and business places served.

Any change or deviation from these days and times of collections must have the prior written approval of the Director, Department of Public Works, and it shall be the responsibility of the Contractor to properly notify all residences and places of business along any routes affected by such change; provided, however, that any such change will not alter the number of collections per week.

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It shall be the responsibility of the Contractor to report violations of Ordinance No. 13-1968 and Amendment by any person, to the Director of the Department of Public Works.

#### 2.7 COLLECTION DISTRICTS AND NUMBER OF COLLECTIONS

DISTRICT # 1 shall be provided with two (2) collections per\_week on Monday and Thursday. District # 1 shall comprise all areas from Princess Street West around to Smith Street, and shall include the Colony Park Development.

DISTRICT # 2 shall be provided with two (2) collections per week on Tuesday and Friday. District # 2 shall comprise all areas south of Princess Street East around to Prospect Street.

DISTRICT # 3 shall be provided with two (2) collections per week on Wednesday and Saturday. District # 3 shall comprise all areas from Prospect Street around to Smith Street.

DISTRICT # 4 shall be provided with daily collections, except Sunday and specified holidays and shall be known as the Business District. All areas from College Avenue to the Railroad, including Beaver Street to Duke Street shall have collections on Tuesday, Thursday and Saturday. All areas from Pershing Avenue to Duke Street shall have collections on Monday, Wednesday and Friday.

In the event any collection day falls on a specified holiday, then the collection for that day shall be omitted without changing the remainder of the week's schedule.

The Contractor may make reasonable adjustments in areas which comprise the districts by approval of Council.

## 2.8 COLLECTION OF REFUSE FROM PUBLIC BUILDINGS

The Contractor shall, as a part of this contract, and without extra compensation therefore, collect refuse, from every Church, School, Governmental and Municipal Building, Public Housing Installation, and Charitable Institution within the City. The collection of refuse from Minit-Man Litter Receptacles at their locations along City streets, shall be included in this Contract.

#### 2.9 CHANGING SPECIFIED PICK-UP POINT

The Contractor, after making a careful survey of the collection routes, may request in writing, changes in the pick-up points, on any route or portion thereof. The Director, Department of Public Works, may, after investigation and without altering the specified number of pick-ups per week, give written approval of such change.

The Contractor, after receiving written approval of any requested change, shall be responsible for properly notifying all residences and places of business affected by such change.

## 2.10 SUPERVISION

The Contractor shall employ and designate as superintendent, a competent supervisor who shall be at all times in charge of the Contractor's operation.

Any complaints shall be transmitted to the superintendent for prompt correction and it shall be the duty of the superintendent to contact the office of the Department of Public Works at least twice daily.

## 2.11 COLLECTION EQUIPMENT

The Contractor shall provide, in sufficient numbers to properly maintain collection schedules, automotive trucks on which shall be mounted completely enclosed metal collection bodies, having a maximum capacity of twenty-five (25) cubic yards and which shall prevent any leakage or loss of liquids.

All equipment shall be maintained in good mechanical repair and in a clean and sanitary condition. The Contractor shall have adequate repair facilities so that broken-down equipment can be repaired without delay.

Equipment shall, insofar as practicable, be of a uniform color and each unit shall be plainly identified with the name and address of the Contractor, and an identifying number of each unit.

#### 2.12 INSPECTION OF EQUIPMENT

At any time during normal working hours the Director, Department of Public Works or his duly authorized representative may inspect any of the Contractor's equipment. Any deficiencies as to mechanical or sanitary conditions of the equipment shall be called to the attention of the Contractor, and if such deficiencies are not corrected within a period of two (2) working days, the Director may condemn such equipment and direct that the Contractor provide satisfactory substitute equipment. Any refusal to correct deficiencies of said condemned equipment within a reasonable time designated by the Director, shall result in a penalty of \$ 25.00 per day.

#### 2.13 PERSONNEL

The Contractor shall employ only competent persons, skilled in their various jobs.

Each employee shall be supplied with a numbered badge to properly identify him as an authorized collector.

The Contractor shall make available telephone service eight (8) hours per day except Sunday and holidays.

The Contractor shall employ an attendant stationed at the landfill eight (8) hours per day except Sunday and holidays. It shall be his responsibility to verify the source of trade wastes delivered to the landfill by vehicles other than the garbage contractors and only admit trade wastes generated within the limits of the City of York. It shall be his responsibility to weigh each vehicle delivering trade waste when entering the landfill area, and then weigh same again when empty. He shall issue weighing tickets in triplicate; one to the Contractor, one to the driver of the vehicle, and one to the City. It shall be the attendant's responsibility to keep an accurate record for all delivery of trade waste. It shall then be the Contractor's responsibility to mail out monthly statements to all persons that have delivered trade waste to the landfill, requesting payment within thirty (30) days. The cost of dumping trade waste shall be \$ 3.50 per ton.

The Contractor will then promptly pay to the City, the City's share, which will amount of \$0.75 per ton for the first sixteen thousand (16,000) tons of each year and then \$1.00 per ton for each additional ton.

The Contractor shall deny further dumping privileges to any person failing to make payment in the specified time.

Preference of employment shall be given to residents of the City of York, Pennsylvania who have resided within the City for a minimum period of one (1) year prior to such employment.

In the hiring of personnel of every description for employment on this contract, neither the Contractor nor any agent, supervisor, or employer shall by reason of race, creed, color, national origin or ancestry, discriminate against any person who is qualified and evailable to perform the work to which the employment relates.

The Contractor or any person on his behalf, shall in no manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, national origin, or ancestry.

The Contractor shall pay a penalty, to be deducted from the amount payable to him under this contract, in the amount of \$ 5.00 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the above requirements.

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The Contractor may suspend or discharge and the Director, Department of Public Works may require suspension or discharge of any employee for one or more of the following offenses during working hours:

1. Intoxication.

Use of loud, profene, vulgar, or obscene language.

3. Soliciting or accepting gratuities or tips from the public for services to be performed as a part of this contract.

4. Refusal to collect or handle refuse as herein required.

5. Wantonly or maliciously damaging or destroying containers or receptacles.

6. Wantonly or maliciously scattering or spilling of refuse.

7. Wanton, willful or reckless disregard of safety or sanitary requirements.

#### 2.14 MINIMUM WAGES

The Contractor shall pay laborers in the performance of work under this contract not less than \$ 2.25 per hour for throwers and \$ 2.40 per hour for drivers, for the actual number of hours worked.

## 2.14.1 ANTI-KICKBACK OF WAGES

The Contractor shall be responsible for payment of all wages due to any employee engaged in performance of work under this contract, at no less than the minimum rate specified herein. No employee shall be required to refund, directly or indirectly, any part of such wage or wages.

The Contractor shall file with each monthly invoice an affidavit stating that the Contractor is not receiving, or requiring, or will not receive or require, directly or indirectly, from any employee, any refund of any wage or wages.

#### 2.15 COLLECTION PRACTICES

The Contractor shall provide for each collection unit a minimum crew consisting of one (1) driver and two (2) collectors or throwers or such additional number of collectors or throwers as may be required to effect an efficient, safe, and sanitary operation.

Each collection unit shall be provided with a shovel and a broom with which to pick up any spillage of refuse.

The collectors or throwers shall clean up any spillage of refuse caused by them but shall not be required to clean up any spillage on the sidewalk or street surface caused prior to their arrival or caused by placing improperly prepared refuse.

The Contractor shall be responsible for properly handling refuse containers which shall be carried (not thrown) to the curb line and the lids, if any, shall be placed on the containers upside-down to indicate that the container was emptied.

Each Contractor's vehicle shall be parked overnight on an approved off-street parking site or garage, and in no event shall any such vehicle remain parked on any public thoroughfare for a continuous period exceeding two (2) hours.

Collection personnel shall not be required to collect from, nor be permitted to trespass on, private property.

Collection personnel shall be required to perform all work in a quiet and orderly manner and shall not interfere with the safe passage of pedestrian or vehicular traffic.

## 2.16 DISPOSAL OF REFUSE

## 2.16.1 - Ownership of Refuse

Immediately upon the Contractor's loading refuse into any collection vehicle, ownership of such refuse shall be vested in the Contractor, and it shall become his responsibility to haul, handle, process and dispose of refuse of every nature.

#### 2.16.2 - Travel To and From Disposal Site

Routes used by the Contractor in travel to and from disposal site shall be subject to approval and/or change by the Director, Department of Public Works.

The Contractor's operation between the City limits and the disposal site are subject to the same requirements and control by the Director, Department of Public Works as are the operations of collection and disposal.

## 2.16.3 - Disposal Site and Method

The disposal site for disposition of refuse shall be either the present landfill location in Springfield Township, York County, Pennsylvania, or any other location or site selected by the Contractor.

Disposal by means other than landfill may be used by the Contractor as he elects; provided, however, that no revision to the terms of the contract will result from such change of method.

Any method of refuse disposal used by the Contractor must be operated in an approved standard method and at all times must be satisfactory to the Director, Department of Public Works and be in conformity with the requirements of any local agencies having jurisdiction as well as the Pennsylvania Department of Health; and as set forth in the Pennsylvania Solid Waste Management Act No. 241 of 1968. Copies of said Act No. 241 are available, upon request, from the office of the Director, Department of Public Works.

The Contractor shall not use any landfill operating equipment weighing less than twenty-five (25) tons in order to assure adequate compaction of solid wastes.

## 2.16.4 - Inspection of Disposal Site

At any time during normal working hours the Director, Department of Public Works or his duly authorized representative may inspect the disposal site and the complete operation thereof. Any deficiencies in operation, faulty or inadequate equipment or incompetence of personnel shall be called to the attention of the Contractor, who shall immediately institute proper action to correct such deficiencies. Any refusal to correct deficiencies within the time designated by the Director, Department of Public Works may result in a penalty. (See General Requirements, Section 1.13.3 (H).)

## 2.16.5 - Sampling and Inspections

The Contractor shall make a daily check of all inlets or catch basins located in the landfill area, clean same of all obstructions and make a monthly report of the condition of the inlets or catch basins to the Director, Department of Public Works; who, in turn, will forward these reports to the Pennsylvania Department of Health.

The Contractor shall be required to periodically inspect all settling basins located in the landfill area and clean out the settling when necessary.

A-46

# CITY OF NORTH LAS VEGAS INTER - OFFICE MEMORANDUM

Date June 9, 1972

To: Milton F. Weiss

Department:

Finance Director

From:

Shirley A. Hansell

Department:

City Clerk

Subject:

Audit Records - Disposal Transportation, Inc. - Your memo

of June 7, 1972

For your information and records, the audit reports for this company should be incorporated in its contract file in my office as stated in said contract and in the City Charter. The only one missing at the present time is the report for fiscal year 1971. I therefore request that you forward one copy of this report to complete the file.

Sincerely,

Shirley A. Hansell City Clerk

Shirley

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APR 27 1972

city of north Las Vegas

A-46

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date

June 7, 1972

To:

Shirley A. Hansell

Department:

City Clerk

From:

Milton F. Weiss

Department:

Finance Director

Subject:

DISPOSAL TRANSPORTATION AUDIT RECORDS -

FISCAL YEARS 1968, 1969, 1970, AND 1971

For your information and records, the Disposal Transportation Company has furnished the Finance Department with their audit reports for the fiscal years of 1968, 1969, 1970, and 1971.

These audit reports are stored for safekeeping in the Finance Director's safe where they will be readily accessible for review and/or study in the event of a requested rate increase by this company.

Very truly yours,

Milton F. Weiss Finance Director

MFW:emg

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APR 27 1972

City of hotes Las vegas

8/23/71 A-46

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date August 23, 1971

To:

W. S. Boddy

Department:

Acting City Manager

From:

Irene Porter

Department:

Planning

Subject:

Request from Councilman Williams - Number of Housing Units.

Pursuant to a request from Councilman Aaron Williams on Friday, the following information indicates the number of dwelling units in the City as reported by the Bureau of Census in April, 1970.

| Single Family Residences                                          | 7,062  |
|-------------------------------------------------------------------|--------|
| Apartments units                                                  | 2,321  |
| Mobile home or trailer units                                      | 1,032  |
| Sub-total                                                         | 10,415 |
| Estimated number of additional units in Annexation #38 & 41 areas |        |
| (single family, apts. trailers)                                   | 2,590  |
| Sub-total                                                         | 13,005 |
| Number of single family residential and apt. bldg. permits        |        |
| issued since census                                               | 1,175  |
| Sub-total                                                         | 14,180 |

Estimated total number of single family residential, mobilhome and apt. units in City as of July, 1971

14,180

Respectfully submitted

(Mrs.) Irene Porter Planning Director

MICRO FILMED

FEB 25 1172

City of North Las Vega-

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date August 20, 1971

To:

Mr. Clay Lynch

Department:

City Manager

From:

Milton Weiss

Department:

Director of Finance

A. 46

Subject: Large Refuse Pick-up

Councilman Williams today requested further information on the monthly large refuse pick-up now being handled by Disposal Transportation Company at an additional monthly charge of 41¢ per account.

As explained in my previous memorandum to you on this subject, the coding of our Utility Accounts does not segregate the types of domestic meter accounts. However, it is believed that a fairly accurate estimate would be that approximately 9,891 extra service pick-ups are made each month at a charge of 41¢ which we collect and ultimately remit to the garbage company a total of \$4,055 per month.

Milton Weiss

Director of Finance

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FEB 25:

CITY OF [ Las Negas

8/12/71

#### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

Date August 12, 1971

To:

Mr. Clay Lynch

Department: City Manager

From:

Milton Weiss

Department: Director of Finance

Subject:

Classification of Garbage Accounts

You requested that we furnish a classification breakdown of our garbage accounts by single family dwelling, multiple family dwelling, trailer parks, commercial businesses, etc. Since the coding of our utility accounts is either based upon flat rate or meter, the latter by commercial and residential, we would have no way of ascertaining a property description of our meter accounts as requested unless by going through a lengthy and laborious analysis of all our accounts.

As of July 31, 1971 we had a total of 8,065 flat rate accounts on our books of which 7,776 are active and are being billed the 41¢ additional garbage fee for heavy pickup.

We also have 854 active multiple family dwelling accounts and according to our published rate schedule all multiple dwelling units up to 8 families also pay the additional 41¢ garbage fee per family.

We also have 338 commercial meter accounts which do not pay this additional garbage fee. Our county water accounts are not being serviced for garbage pickup.

We trust the above information may be useful.

Milton Weiss Director of Finance

MW: mm

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FEB 25 1972

CITY OF NOTTH LAS VIGAS

D'U'R

Disposal Transportation, Inc.

1300 North "A" Street ° P.O. Box 4277
LAS VEGAS, NEVADA 89106
Telephone 385-3464

May 25, 1971

Mrs. Ester V. Borden
Deputy City Clerk
City of North Las Vegas
P.O. Box 4086
North Las Vegas, Nevada 89030

Dear Mrs. Borden:

We are in receipt of your letter dated May 21, 1971 requesting a certificate of insurance for our liability coverage. We are enclosing a copy of such coverage in the form of a certificate of insurance. Originals were mailed to concerned parties by the agent on or about September 8, 1970.

Yours very truly,

Joseph L. Anstett

Controller

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FEB 25 i

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May 21, 1971

Disposal Transportation, Inc. P.O. Box 4277 Las Vegas, Nevada

RE Liability Insurance coverage

#### Gentlemen:

Our records reflect that your firm's liability insurance coverage with Continental National American Group was cancelled as of September 5, 1970.

As of this date we have not received a certificate of insurance covering the liability of the City and yourself relative to property damage and public liability. Will you please ask your agent to issue a Certificate to the City of North Las Vogas and forward to the City Clerk's office.

Thank you.

Yours truly,

(Mrs.) Esther V. Borden
Deputy City Clerk.

10/12/0 A-46



2975 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90005
AREA CODE 213 • DU 5-1551

City of North Las Vegas City Hall North Las Vegas, Nevada

 $_{
m RE}$ :Silver State Disposal Co., Etal Policy No. CCP 500 98 92

Gentlemen:

Please be advised that the above policy is cancelled

October 12, 1970

per Company Election .

Thanking you to mark your records accordingly.

Very truly yours,

CNA/Insurance

Carol Higa

Cancellation Dept.

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FEB 25 1972

CITY OF NORTH LAS VEGAS

September 19, 1969

Milton Weiss

Finance

Esther Borden

City Clerk

Expiration of Disposal Transportation, Inc. Surety Bond No. 6085635 10/1/69.

Our records reflect that the subject surety bond expires on October 1, 1969.

When you receive the continuation certificate may we please have a copy for our records.

/e

Micho Parted

FEB 25 1972

LAS VEGAS

# Disposal Transportation, Inc.

1300 North "A" Street • P.O. Box 4277

LAS VEGAS, MEVADA 89106

Telephone 385-3464

February 20, 1969

Mr. Milton Weiss Director of Finance City of North Las Vegas P. O. Box 4086 North Las Vegas, Nevada 89030

Dear Milt:

Pursuant to your letter request of February 18, 1969, please be advised of the following:

- 1. Financial statement for Disposal Transportation, Inc., for the fiscal year ended September 30, 1968 is herewith, enclosed.
- 2. Evidence of the Surety Bond in the amount of \$5,000.00 in favor of the City of North Las Vegas will be mailed by Harmon Insurance Agency, this date.
- 3. The insurance policy with Continental National American Group, Policy #CCP 509892, effective August 22, 1968 is still in effect and we enclose a copy of such certificate of insurance.

Yours very truly,

Joseph L. Anstett Controller

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1300 Morth "A" Street \* P. O. 30x 4277

LAS VECAS, NEVADA 87106

Yelophono 305-3464

December 5, 1967

Mr. William L. Taylor, Mayor City Councilmen: Messrs. C. R. Cleland, John E. Myers, Jack R. Petitti, and Wendell G. Waite City Hall North Las Vegas, Nevada

Gentlemen:

The undersigned, President of Disposal Transportation, Inc., respectfully requests:

- 1. That that certain contract made and entered into by and between the predecessor-in-interest of Disposal Transportation, Inc., and the City of North Las Vegas on the 7th day of October, 1957 be extended for a period of 15 years (10 years with a five year option), or to January 31, 1987.
- 2. That an increase in rates be allowed. We respectfully invite your attention to the fact that since October 7, 1957 (over 10 years), we have not had an increase in rates and we do now respectfully request an increase of at least 25%.

Enclosed herewith for your consideration are financial statements and supporting computations prepared by the Company's CPA's substantiating the necessity for the proposed increase in rates.

With respect to Item 1 above:

Disposal Transportation, Inc. has remaining on the existing contract, as renewed, approximately four years. It is believed by the undersigned, as well as the officers and directors of the Company that from October 7, 1957 to the present date that the services rendered to your City far surpassed those rendered throughout the remaining Western states for the rates assessed.

FEB 25 BY CONTRACTOR VEGAS

I am sure that you are aware by prior investigations as well as trade journals that the services performed in the City of North Las Vegas are much more extensive and without the troublesome limitations imposed by similar contracts in other cities of the Western states. I would like to make specific mention of the fact that save and except for the limitation as to size of container, our Company picks up, grass, tree clippings, and there is no necessity of segregating dry from wet garbage, although this procedure is required in many other cities.

During all of the time of our contract, our Company has provided the finest and most utilitarian equipment for the removal and disposal of garbage and refuse. By virtue of the use of such equipment, however, we will be required to replace completely all of such equipment within a span of less than four years which is immediately prior to the expiration of the existing contract. Our need for the requested extension, therefore, becomes all the more apparent as it could not be said to be good prudent business practice to undertake the expenditure of substantial sums of money replacing existing equipment with such a short period remaining to be performed under the contract.

We feel that by an extension of the existing contract for an additional 15 year period (10 years + a five year option), we could continue to render superior service with the most utilitarian equipment. We, therefore, solicit your favorable consideration of this request.

As to Item 2, a request for rate increase:

We wish to point out that no increase at all has been made available to our Company from the City from the inception of our relationship by contract referred to above, commencing October 7, 1957. It is deemed unnecessary to submit statistics to demonstrate it, since it is a well-known fact, but since 1957 to the present date, a period of 10 years, the cost of living has increased substantially.

It is of evidentiary value to point out that since October 7, 1957 the basic pay rate for the employees of our Company has tremendously increased. In 1967, our driver's rates

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has been at \$3.50 and the pitcher's rate at \$3.37½, constituting a 91.8% increase for drivers and for pitchers 90.4%. These statistics, while evidencing tremendous cost of labor increase does not fully reflect the cost to the Company therefor. Since 1957, substantial fringe benefits have been required and agreed upon through collective bargaining negotiations between the Company and the Teamster's Union. When these fringe benefits are likewise taken into account, the increase of the basic pay for drivers would be in excess of 110%.

Your City has heretofore applied a formula of book value of plant and equipment plus 45 days working capital in applying rate settings in connection with our Company, as is reflected on the financial statements enclosed herewith. The financial statements further disclose that for the fiscal year ended September 30, 1967, the Company suffered a loss in excess of \$40,000.00 and unless a rate increase is effected, serious economic problems to the Company are a certainty.

Your attention is, therefore, respectfully invited to said financial statements wherein our accountants have set forth, based upon the formula adopted by your City, a schedule of projected rate of return and raise in rates necessary in order to overcome continued financial loss to the Company. We believe these records will substantiate the reasonableness of our request for a 25% increase over existing rates.

We, therefore, respectfully request that you give consideration to the above enumerated requests. Our officers and employees will be available, together with the records of our Company, in order to furnish any and all information you deem necessary.

Respectfully yours,

DISPOSAL TRANSPORTATION, INC.

Lester L. LaFortune

President

LLLF:TAF:le

MICRO PILL

12-5-61

FEB 251

ASA OF TOWN

| <u></u>              | 10/7/65                                                  |
|----------------------|----------------------------------------------------------|
| INSTR                | UCTIONS TO DELIVERING EMPLOYEE                           |
| Deliver ON addressee | delivered                                                |
|                      | Additional charges required for these services)  RECEIPT |
| Receive              | the numbered article described on other side.            |
|                      | DAME OF ADDRESSEE (must always be filled in)             |
| Dist                 | sel Thers of ton                                         |
| SIGNATURE OF         | DODRESSEE'S AGENT, IF ANY                                |
|                      | ceple of Funted                                          |
| DATE DELLYERED       | SHOW WHERE DELIVERED (only if requested)                 |
| 6CT 7 1              | 965                                                      |
| V 2 1/               | C55-16-71548-5- SPO                                      |
| A-40                 | <u> </u>                                                 |

| 3 10 2 | RECEIPT FOR CERTIF. MAIL-20¢                                                                                                                |   |
|--------|---------------------------------------------------------------------------------------------------------------------------------------------|---|
|        | Disposal Transportation, Inc. POSTMARK OR DATE                                                                                              | - |
| 96     | STREET AND NO. 1300 N. "A" St.                                                                                                              |   |
| 33     | L.V., Nev. 89106                                                                                                                            |   |
| .18    | If you want a return receipt, check which If you want delivery only to whom when, and address and when delivered where delivered check here |   |
| No.    | POD Form 3800 NO INSURANCE COVERAGE PROVIDED— (See office side) July 1983 NOT FOR INTERNATIONAL MAIL                                        |   |
| A-     | 46 H-40                                                                                                                                     |   |

Page Two -

According to our records, the last income and expense statement submitted by Disposal Transportation, Inc., was for the year ending June 30th, 1963. The City Council hereby gives you sixty (60) days notice in which to comply with said Paragraph XXII. Since your election to renew was made during a period of time when you were in default of the contract, it is of no force and effect and we cannot consider any such election to renew the contract pursuant to Paragraph I until such time as you are not in default and are otherwise in a position to elect to renew said contract. "

I believe this letter is self-explanatory.

Respectfully submitted,

WILLIAM S. BARKER,

City Attorney

Maria Ma

FEB 25 15/2 CAS VEGAS

September 8, 1964

City Clerk City of North Las Vegas North Las Vegas, Nevada

#### Gentlemen:

This letter hereby acknowledges receipt of a continuation certificate from Fireman's Fund Insurance Company for a performance bond, number 6085635, in the amount of \$5,000.00 to be effective from October 1, 1964 until October 1, 1965, on belief of Dispoal Transportation, Inc. in favor of the City of North Las Vegas, Nevada.

City Clerk City of North Las Vegas

MICTO FAMILE

Date

FEB 25 1972

CITY OF MORTH

Hay 17, 1963

Temmsters, Chauffeurs, Warehousemen and Helpers Local Union No. 631 P. O. Box 1870 Las Vegas, Nevada

Attention: William F. Carter, Secretary-Treasurer

Dear Wr. Carter:

Shortly after receipt of your letter of April 1, 1963, addressed to Silver State Disposal Service, Inc., et al, Richard Thomas, Business Agent and the officers and directors of the disposal service companies met and negotiated from time to time for approximately thirty days and we thought that we had arrived at a mutual understanding and on May 10, 1963, we dispatched a letter to the attention of Mr. Thomas, inadvertently dated April 10, 1963, setting forth what we believed to be the result of the negotiations.

Therein we agreed to add Veteran's Day as a new holiday per year, bringing the total to seven, and agreed if we were to receive a three year contract to give an across the board increase to all employees of the sum of ten cents per hour for the first year commencing May 22, 1963, a ten cent per hour increase commencing May 22, 1965.

In addition thereto we pointed out that it had been our belief that as a result of our negotiations that two clean overalls per week would be issued to each of the employees.

On May 16, 1963, (yesterday) you appeared at our offices end informed us that you were unvilling to consider this proposal. You made a demand for fifty cents per hour increase and stated that you would not consider anything less.

Teamsters, Chauffeurs, Warehousemen and Helpers Local Union No. 631

May 17, 1963

Millian F. Carter, Secretary, Treasurer

Since your visit to our offices yesterday morning, we have checked to determine the standards of wages not only locally but throughout the nation and we believe that the present standard of wages paid to our employees is commensurate with local standards, and, above national standards.

We think that by giving three weeks vacation after tan years of service to an employee and on a prorated basis following service of one year, along with seven holidays neets the highest standards both locally and nationally. We know of no similar type of employment of centract negotiations therefor that are higher than our proposal of ten cents per hour increase for the first year and an additional ten cents increase per year for each of the next two years.

Our analysis, made since your visit yesterday corning, required working most of the night, results in a showing to us that your demand for wages only, not considering the additional fringe benefits demanded in your letter of April 1, 1963, averages a percentage increase of wages per man of 19.23% which we believe is excessive and the percentage increase per man per year, if we are to consider the fringe benefits that you requested, will bring that percentage to a flat 22% increase per year per man which we also deem to be excessive.

We feel that we have regotiated this matter fairly and openly and we are constrained because of our belief that what we offer is in keeping with both the local and national picture to believe that we can do nothing more.

We, therefore, respectfully request that the proposal set forth in our letter dispatched to you May 10, 1963, but inadvertently dated April 10, 1963, be again presented to employees of our organization and that the entire matter be reconsidered.

Respectfully yours,

SILVER STATE DISPOSAL SERVICE, INC.

DOUGHTER

mon 10, 1963

Elehard Thomas
Business Agent
Tomasters, Chauffeurs, Warshousensu
and Helpers Local Union No. 631
P. O. Box 1870
Les Vogas, Nevada

Hy deer Mr. Thomas:

Following the receipt of the proposal for changes in the existing agreement between Local Ec. 631 and Silver State Disposal Company and affiliated Composations, we have met on memorous occasions and negotiated regarding a new occasions.

I am indeed pleased to have had the opportunity of working with you am these occasions and appreciate the fine manner in which you have conducted these negotiations on behalf of your local.

At your request, I sa hereinafter setting forth the proposal which I believe has resulted from our regotiations:

- of the basic agreement, making a total of seven (7) holidays per year. Further, in connection with the holiday clause, we shall provide a clause to the offset that if a holiday falls during an employee's vacation period, said caployee shall be paid for said holiday as if he had actually worked on said day.
- 2. After an employee has been in the service of any of our companies for a pariod of ten (10) years, he shall receive a full three week's vacation with pay. The vacation clause shall be further smended to provide that after an employee has served for one (1) year and he should terminate voluntarily and not be discharged for cause, he shall be entitled to vacation pay on a provated hasis governed solely by the length of his service following the one (1) year paried.
- J. The ecapemy shall furnish uniforms, two class coveralls per week, but, because of the unusual hours which various of the caployees are required to work, it will have to be ascertained what would be the best time for uniforms to be issued, and said information will be posted upon the employee's bulletin beard at a later time.

Elchard Thomas Busicasa Agant Tomasters, Chanffrurs, Varebousessa and Halpers Local Tudon So. 631

P**339** 3

i. With respect to increases in mages, based open a three (3) year contract, the company shall pay to all classifications of employees, a ten cast per hear increase, commending May 22, 1963, as additional 10 cost per hear increase commending May 22, 1965, and a third 10 cost per hear increase commending May 22, 1965, it being understood that the new contract will be for a period of three (3) years commending May 22, 1963.

It is our importanting that you will present this proposal resulting from our magnificant to the members of your local for approval, and upon resolpt thereof, the ald contract will be emended imporporating these now provisions and cubalties for algorithms.

Mindest personal regards.

Host cordially yours.

SILVER STATE DISPOSAL SERVICE, 150.

May 2, 1963

Mr. L. L. LaFortune, President Disposal Transportation, Inc. 1300 North 8th Street P.O. Box 1069 Las Vegas, Nevada

Dear Mr. LaFortune:

I had occasion to review your contract with the City of North Las Vegas and noticed that you have failed to fulfill the requirements of the following sections.

Section VII requires that the Contractor file with the City Clerk evidence of public liability and property damage on all of its equipment covering the City and the Contractor in the amount of \$50,000/\$100,000 P/L and \$10,000 P/D insurance. This has not been done. The last policy in effect, insofar as our records are concerned, expired December 21, 1958. This policy covered limits of liability in the amount of \$100,000/\$300,000 P/L and \$25,000/\$50,000 P/D.

Section X requires that the Contractor file with the City Clerk a Surety Bond in the amount of \$5,000. According to our records there is no such bond currently in effect.

Section XXII requires that the Contractor make an annual report to the City showing receipts, disbursements and other information required by the City to determine the cost of operation, profits derived, etc. Our files indicate there were no reports received from the Contractor for their fiscal year ending September 30, 1962.

We are certain it was not the intention of the Contractor to violate any of the conditions of the contract, but just an oversight in providing necessary documents of proof. Therefore, we would appreciate your supplying these documents at your earliest convenience.

Yours very truly,

Robert M. Nelson Director of Finance

### CITY OF NORTH LAS VEGAS

#### INTER - OFFICE MEMORANDUM

May 1, 1963

Clay Lynch

City Manager Department:

From: Robert M. Nelson

Department: Director of Finance

Garbage Disposal Contract Subject:

It has come to the writer's attention that certain sections of a garbage contract with Southern Nevada Disposal Service, Inc., dated October 7, 1957, which contract was later transferred to Disposal Transportation, Inc., as of October 1, 1959, have been violated by the Contractor.

Section VII requires that the Contractor file with the City Clerk, evidence of public liability and property damage on all of its equipment covering the City and the Contractor in the amount of \$50,000/ \$100,000 P/L and \$10,000 P/D insurance. This has not been done. The last policy in effect, insofar as our records are concerned, expired December 21, 1958.

Section X requires that the Contractor file with the City Clerk a. .... surety bond in the amount of \$5,000. According to our records there is no such bond currently in effect.

Section XXII requires that the Contractor make an annual report to the City showing receipts and disbursements and other information required, by the City to determine the cost of operation, profits derived, etc. Our files indicate there was no report received from the Contractor for their fiscal year ending September 30, 1962.

Please advise the writer what action you wish taken in this matter. RMN/sbi Confection Confection of the Confection

### TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS LOCAL UNION 631

ASSISTATION WITH THE INTERNATIONAL AROTHERHOOD OF TEAMSTERS, CHAUPSEURS,



LAS VEGAS, NEVADA

Telephone EV 5-1455

Bilver State Disposal Service, Inc. et al F. C. Box 4182 Las Vegas, Nevada

The Manual Court

#### Gentlemen:

Pollowing is our proposal for changes in the existing

- 1) DLIDAYS: Add Washington's Birthday and Veteran's Day to the holiday clause. All time worked on a holiday shall be paid at double (2) the regular rate of pay. If a holiday falls during an employee's vacation period, he shall be paid for such holiday.
- 2) VACATIONS Add three (3) week's vacation after five (5) years of service, and, a pro-rated clause after each month's service.
- 3) UNIFORMS: Company shall furnish three (3) clean coveralls per week, one on Monday, one on Wednesday, and one on Friday, to each regular employee. In the event the Company fails to furnish the required uniform, they will compensate the employee at the rate of \$1.00 per uniform not furnished.
- WAGES: The following classifications and wage rates shall apply:

Driver of vehicle with more than 6 wheels Driver of vehicle with 6 wheels or less Helpers

\$3.25 per br. 3.10 per hr., 3.00 per hr.

Silver State Disposal Service Silver State Disposal Service
Page 2
April 1, 1963

Rechanice 93.25 per hr.
Servicesee 3.00 per hr.
Casual Employees 3.05 per hr.

5) Contract to rum for one (1) year.

Very truly jours,
TRANSTERS LOCAL UNICE 2631.

En. F. Cartor Secretary-Treasurer

Trc/ox

# DISPOSAL GROUP ANALYSIS OF TEAMSTER LOCAL #631 LABOR CONTROL PROPOSAL April 1, 1963

### Based upon 58 trucks - 58 crews - projected through May, 1964:

|          |                                                                      | RATE    | PROPOSED<br>LABOR SCALE | RATE   | PRESENT<br>LABOR SCALE     | INCREASED<br>COSTS |
|----------|----------------------------------------------------------------------|---------|-------------------------|--------|----------------------------|--------------------|
| -1       | 2h - 10 wheel drivers for 2,032 hours - regular time                 | \$3.25  | \$158,496.00            | \$2.65 | \$129,235.20               | \$29,260.80        |
|          | 35 - 6 wheel drivers for 2,032 hours - regular time                  | 3.10    | 220,047.20              | 2.65   | 188,468.00                 | 31,579.20          |
| 7        | 58 - helpers for 2,032 hours - regular time                          | 3.00    | 353,568.00              | 2.55   | 300,532.60                 | 53,035.20          |
| l li     | 27 - 10 wheel drivers for 416 hours - overtime                       | 4.875   | 54,756.00               | 3.975  | 44,647.20                  | 10,108,80          |
| 3)       | 35 - 6 wheel drivers for 416 hours - overtime                        | 4.65    | 67,704.00               | 3.975  | 57,876.00                  | 9,828,00           |
| 6)       | 61 - helpers for 416 hours - overtime                                | 1 .1.50 | 11/1,192,00             | 3,725  | 94,525.60                  | 19,666.40          |
| 7)       | 23 - 10 wheel drivers for 120 hours regular time - vacation pay (80) | 3.25    | 8,970.00                | 2.65   | 1,876.00                   | 4,094.00           |
| 8)       | 23 - 10 wheal drivers for 24 hours overtime - vacation pay (16)      | 4.875   | 2,691.00                | 3.975  | 1,462.80                   | 1,228.20           |
| , 9)     | 2 - 6 wheel drivers for 80 hours regular time - vacation pay         | 3.10    | 496.00                  | 2.65   | h2h-00                     | 72.00              |
| 10)      | 2 - 6 wheel drivers for 80 hours evertime - vacation pay             | 4.65    | 744.00                  | 3.975  | 636,00                     | 108.00             |
| 11)      | 30 - helpers for 80 hours regular time - vacation pay                | 3.00    | 7,200.00                | 2.55   | 6,120.00                   | 1,080.00           |
| 12)      | 30 - helpers for 16 hours overtime - vacation pay                    | 4.50    | 2,160,00                | 3.725  | 1,788.00                   | 372.00             |
| 13)      | 28 - helpers for 40 hours regular time - vacation pay                | 3.00    | 3,360.00                | 2.55   | 2 <b>,</b> 856 <b>.0</b> 0 | 504.00             |
| 14)      | 28 - helpers for 8 hours evertime - vacation pay                     | 4.50    | 1,008.00                | 3.725  | 834.40                     | 173.60             |
| 15)      | 2h - 10 wheel drivers for 6h hours double time - holidays (48)       | 6.50    | 9,984.00                | 3.975  | 4,579.20                   | 5,404,80           |
| 16)      | 35 - 6 wheel drivers for 64 hours - double time - holidays (48)      | 6.20    | 13,888.00               | 3.975  | 6,678.00                   | 7,210.00           |
| 17)      | 58 - helpers for 64 hours double time - holidays (48)                | 6.00    | 22,272.00               | 3.725  | 10,370.40                  | 11,901.60          |
| <u> </u> | 10 - casuals for 2,032 hours - regular time                          | 3.05    | 61,976.00               | 2,60   | 52,832.00                  | 00• بابلتو و       |
| -        | 10 - casuals for 116 hours - overtime                                | 4.63    | 19,260.80               | 3.90   | 16,224.00                  | 3,036.80           |
| 20)      | 10 - casuals for 64 hours double time - holidays (48)                | 6.10    | 3,901.00                | 3.775  | 1,812.00                   | 2,092.00           |
| 21)      | 2h - 10 wheel drivers for 100 hours - extra overtime                 | 4.875   | 11,700.00               | 3.975  | 9,540.00                   | 2,160.00           |
| 22)      | 35 - 6 wheel drivers for 100 hours - extra overtime                  | 4.65    | 16,275.00               | 3.975  | 13,912.50                  | 2,362.50           |
| 23)      | 58 - helpers for 100 hours - extra overtime                          | 4.50    | 26,100.00               | 3.725  | 21,605.00                  | 4,495.00           |
| 571)     | 8 - mechanics for 2,032 hours - regular time                         | 3.25    | 52,832.00               | 2.65   | 43,078.40                  | 9,753.60           |
| 25)      | 8 - mechanics for 116 hours - overtime                               | 4.875   | 16,224.00               | 3.975  | 13,228.80                  | 2,995.20           |
| 26)      | 3 - mechanics for 120 hours regular time - vacation pay (80)         | 3-25    | 1,170.00                | 2.65   | 636.00                     | 534.00             |
| 27)      | 5 - mechanics for 80 hours regular time - vacation pay               | 3.25    | 1,300.00                | 2.65   | 1,060.00                   | 570.00             |
| 28)      | 33 - mechanics for 21 hours overtime - vacation pay (16)             | 11.87   | 350.64                  | 3.975  | 190.80                     | 159.84             |
| 29)      | 5 - mechanics for 16 hours overtime - vacation pay                   | 14.87   | 389,60                  | 3.975  | 318.00                     | 71.60              |
| . 30)    | 8 - mechanics for 64 hours double time - holidays (48)               | 6.50    | 3,328.00                | 3.975  | 1,526.40                   | 1,801.60           |
| 31)      | 8 - mechanics helpers for 2,032 hours - regular time                 | 3.00    | 48,768.00               | 2.55   | 41,452.80                  | 7,315.20           |
| 32)      | 8 - mechanics helpers for 416 hours - evertime                       | 4.50    | 14,976.00               | 3.725  | 12,396.80                  | 2,579.20           |

| Pa | EO | 2 |
|----|----|---|
|    |    |   |

| 33) 5 - mechanics helpers for 80 hours regular time - vacation pay 34) 3 - mechanics helpers for 40 hours regular time - vacation pay 35) 5 - mechanics helpers for 16 hours overtime - vacation pay 36) 3 - mechanics helpers for 8 hours evertime - vacation pay 8 - mechanics helpers for 64 hours double time - holidays (48) | \$3.00<br>3.00<br>4.50<br>4.50<br>6.00  |                | \$2.55<br>2.55<br>3.725<br>3.725<br>3.725 | 69.40          | \$ 180.00<br>54.00<br>62.00<br>18.60<br>1,641.60 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------|-------------------------------------------|----------------|--------------------------------------------------|
| Total direct labor costs - personnel                                                                                                                                                                                                                                                                                              |                                         | 21,325,190.24  |                                           | \$1,088,866.90 | \$236 <b>,</b> 323.34                            |
| Add: Uniforms for employees (\$2.40 per man per week - 135 men total)                                                                                                                                                                                                                                                             | * * * * * * * * * * * * * * * * * * * * | 16,818.00      |                                           | 11,232.00      | 5,616.00                                         |
| Compensation insurance on labor costs (other payroll taxes assumed to be of no consequence) \$1.67 per \$100.00                                                                                                                                                                                                                   |                                         | 22,130,67      |                                           | 18,184.06      | 3,946.61                                         |
| "TOTALS                                                                                                                                                                                                                                                                                                                           |                                         | \$1,364,168,91 |                                           | \$1,118,282,96 | 2245,885.95                                      |
| RERCENTAGE INCHEAST - ANNUAL INCHEASE PER HAN (125)                                                                                                                                                                                                                                                                               | 1.                                      |                | 22%                                       |                |                                                  |

967.09 incresse each man

12/29/60 to 1/24/61

### NORTH LAS VEGAS

#### SCHEDULE OF ADVANCE PAYMENTS

Advance Accounts

| Dewey N. Smith | 2700 Daley    | \$ 5.00         |
|----------------|---------------|-----------------|
| Marie Lance    | 1845 Hervard  | 5.00            |
| Billy Gedney   | 1842 Hoover   | 2.50            |
| Larry Grubb    | 1700 Woodward | 5.00<br>\$17.50 |

Above have societ for lat quarter Advance applied to record quarter

1300 NORTH "A" STREET O P. O. BOX 1609

LAS VEGAS, NEVADA DUDLEY 4-7272

### MONEY RECEIVED FROM NORTH LAS VEGAS

| NAME                                          | ADDRES'S                             |       | AMOUNT           |
|-----------------------------------------------|--------------------------------------|-------|------------------|
| 1/25/61<br>Elmer Waites<br>Robert Callister   | 21h0 Daley<br>303 E. Rose            |       | \$ 5.00<br>24.50 |
| 1/26/61<br>M. Peterson<br>Fletcher A. Walters | 1809-11-15 No. 5th<br>1624 Prindeton |       | 12.00<br>5.50    |
|                                               | ·                                    | TOTAL | \$47.00          |

Regnand rec'el from disposal company

MICRO FILLE

CITY OF NORTH las <sub>Vegas</sub>

### 1300 NORTH "A" STREET O P. O. BOX 1609

### LAS VEGAS, NEVADA DUDLEY 4-7272

#### MONEY RECEIVED FROM NORTH LAS VEGAS

| ADDRESS                       |                                             | AMOÙNT                                                    |
|-------------------------------|---------------------------------------------|-----------------------------------------------------------|
|                               |                                             |                                                           |
| 3100 E. College               |                                             | <b>\$1</b> 1.00                                           |
|                               |                                             |                                                           |
| 1401 Dogwood                  |                                             | 5.00                                                      |
|                               |                                             |                                                           |
| 2513 Stanley<br>3319-23 Tabor |                                             | 10.50<br>8.50                                             |
|                               | total                                       | \$35.00                                                   |
|                               | 3100 E. College  1401 Dogwood  2513 Stanley | 3100 E. College  1401 Dogwood  2513 Stanley 3319-23 Tabor |

Recool 2/3/ 20 EEB 25 15.72

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CITY OF MORTH LAS VEGAS

1300 NORTH "A" STREET O P. O. BOX 1609

LAS VEGAS, NEVADA
OUDLEY 4-7272

January 17, 1961.

#### MONEY RECEIVED FROM NORTH LAS VEGAS

|     | NAME                                 | ADDRESS                        |       | AMOUNT              |
|-----|--------------------------------------|--------------------------------|-------|---------------------|
|     | E. C. Parry Willow Glen Tr. Pk. 4362 | 2613 Hickey /<br>2415 No. Main |       | \$ 5.50             |
|     | Blue Bird Trailer Court              | 4226 No. Main                  |       | -000 Court          |
| 437 |                                      | 2745 St. George                |       | 16.00 L<br>8.50 @   |
|     |                                      |                                | TOTAL | <b>(\$\\\7.00</b> − |
|     |                                      |                                | I     | 30.00               |

MICRO FILMED

FEB 25 1572

CITY OF CORTH LAS VEGAS

1306 NORTH "A" STREET O P. O. DOX 1609 LAS VEGÁS, NEVADA

DUDLEY 4-7272

January 16, 1961

MONEY RECEIVED FROM NORTH LAS VEGAS

NAME

ADDRESS

AMOUNT

Jack Herdt V Harold L. Dean V Mrs. Wm. E. Robinson r 1935 Hoytン

1 1312 E. Owens 1 2825 Perliter \$5.50 6.00 5.00 Current

TOTAL

\$16.50

817

EB & 5 1972

LAS AEGAS

1300 NORTH "A" STREET O P. O. BOX 1609

LAS VĖGAS, NEVADA DUDLEY 4-7272

January 13, 1961

#### MONEY RECEIVED FROM NORTH LAS VEGAS

|                                     |                                 | TOTAL | <b>\$</b> 9.6 <b>5</b> |
|-------------------------------------|---------------------------------|-------|------------------------|
| Walter Mosley V<br>Mrs. B. R. Hardy | 2725 St. George<br>, 2600 Spear |       | \$4.15 V<br>5.50       |
| name                                | ADDRESS                         |       | AMOUNT                 |

2152 550

MICTO TIME

FEB 25 1972

City of North Las Vegas

1300 MORTH "A" STREET O P. O. BOX 1609

LAS VEGAS, NEVADA

DUDLEY 4.7272

#### MONEY RECEIVED FROM NORTH LAS VEGAS

|                                                             |                                    | January 10, 1961  |
|-------------------------------------------------------------|------------------------------------|-------------------|
| NAME                                                        | ADDRESS                            | AMOUNT            |
| Robert Baca C. Cope                                         | 1612 Arthur                        | \$ 5.50           |
| Robert Holmes                                               | 2712 Carrol1      ∧ 1815 Belmont   | 5•00<br>5•50      |
| Bob Clawson 🗸                                               | 2120 Flower                        | 5.00              |
| Gerald Stewart                                              | 1312 Piper                         | 5.50              |
|                                                             | n omol a. a                        | 11.00             |
| James Perry V Daniel Connolly V  \$33 Clarence L. Perkins V | • 2637 Spear                       | 11.00 /           |
| Daniel Connolly                                             | /1712 Statz                        | 5.50              |
| 523 Clarence L. Perkins                                     | 1806 Harding                       | 5.00              |
| W. HOMETT                                                   | y 2732 Juason/                     | 11.00             |
| 381 L.L. Boozer                                             | 200 E. Hill                        | 8.50              |
|                                                             |                                    | January 11, 1961  |
| Helen B. Thiel Mrs. M. E. Ward                              | /1920 McCarran<br>/ 2725 McDaniels | 15.00 PO CURRENTY |
| Mrs. M. E. Ward                                             | / 2725 McDaniels                   | 5.00 PO CURRENT   |
| Neil Arnold                                                 | , 2720 Webster                     | 10.50             |
|                                                             |                                    | January 12, 1961  |
| A. L. Campbell                                              | A 2747 Reynolds                    | 5.00              |
|                                                             | •                                  |                   |

8550 550 1432

2082

TOTAL

\$114.00

14.32 550 882

MICRO ELLID

FEB 25 1972

City of North Las Vegas

# Disposal Transportation, los.

LAS VEGAS, NEVADA DUDLEY 4-7272

1300 NORTH "A" STREET O P. O. BOX 1609

January 9, 1961

#### MONEY RECEIVED FROM NORTH LAS VEGAS

| NAME                                                                                                    | ADDRESS                                                                                             | AMOUNT                                                               |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Dean Loveland Leon E. Peterson Merrell G. Eversole Ben McMullen Dave Achzet P. Caccamo Fred M. Crandell | 2319-29 Bassler  130h Eyans  212h Flower  2725 Sglt Lake  2729 St. George  2705 Spear  2612 Webster | \$11.00<br>5.00<br>5.50<br>5.00<br>10.000<br>5.50<br>5.00 C URRENT V |

TOTAL \$47.00

FEB 25 1072
CITY OF NORTH

1300 NORTH "A" STREET . P. O. BOX 1609

LAS VEGAS, KEVADA

DUDLEY 4-7272

January 6, 1961

NORTH LAS VEGAS MONEY RECEIVED

ADDRESS

AMOUNT

Lorin Leavitt

R. Dennis

Sun City Trailer Park

1309 Dogwood

Sun City Trailer Park

1630 Las Vegas Blvd. No.

3375.00 CURRENT QUY

2301-03-07 Nelson

1004 Webb

5.50

CORRENT QUI

Total \$398.15

Att: Adjust \$4.15 arrears amount off NoralLee Vowell-2401 Crawford--Claims "No Service" during that period.

Paich 1-11-61

Y

MICRO FILMED

FEB 25 1972

CITY OF NOTH

LAS VEGAS

. 1360 NOATH "A" STREET O P. O. BOX 1609

· LAS VEGAS, NEVADA

DUDLEY 4-7272

January 5, 1961

### MONEY RECEIVED FOR NORTH LAS VEGAS

| NAME                                                              | ADDRESS                                                       |       | AMOUNT                           |
|-------------------------------------------------------------------|---------------------------------------------------------------|-------|----------------------------------|
| Robert Matson / James Campbell / F; L. Smith / Louis T. Leavitt / | 2621 Flower /<br>1609 Oakwood<br>2307 Webster<br>2624 Webster |       | \$5.50<br>11.00<br>11.00<br>5.00 |
|                                                                   |                                                               | Total | <b>#</b> 32.50                   |

FEB 25 1572
CHY OF NORTH

1300 NORTH "A" STREET O P. O. BOX 1609

LAS VEGAS, NEVADA

DUDLEY 4-7272

January 4, 1961

### NO. LAS VEGAS MONEY RECEIVED

| NAME                                                                                                                                                           | ADDRESS                                                                                                                                                          | AMOUNT                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| Dorothy McFarland  543 Al Ferguson Frontier Realty Alice Venn W. T. Field J. D. Davis B. W. Shriner Quince Alvey George Sparks Earl H. Leyerly Russell Burnham | 1617 Bruce / 1919 Bruce / 2127 Ellis / 1912 Gifford / 2721 McDaniel / 1108 E. Owens / 1921-23 Roosevelt /44/ 1013 Stankey / 3413 Tabor / 1004 Taylor / 3304 Webb | \$5.00<br>9.000<br>10.00 Refund<br>5.500<br>5.400<br>11.00<br>11.00<br>11.00<br>11.00 |
|                                                                                                                                                                | ,<br>Tota                                                                                                                                                        | \$87.75                                                                               |

MICEO FIMED

FEB 25 1972

City of Noxth Las vegas

1300 NORTH "A" STREET . P. O. BOX 1609

LAS VEGAS, NEVADA

DUDLEY 0-7272

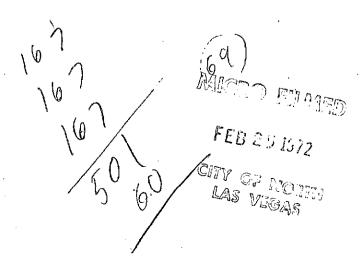
JANUARY 3, 1961

### Money Received for North Las Vegas

| Name                              | Address                                                           | Amount                                 |
|-----------------------------------|-------------------------------------------------------------------|----------------------------------------|
| Bonanza Club / John R. McCulley / | <ul> <li>1821 Las Vegas Blvd. No.</li> <li>1409 Brooks</li> </ul> | \$17.50<br>5.50                        |
| Yrineo Parra V                    | €1605 Breoks ✓                                                    | 5.00                                   |
| John W. Richardson                | • 2625 Carroll 🗸                                                  | 11.00                                  |
| K. L., Mc Cown                    | 1 2307 Daley 🗸                                                    | 5.50                                   |
| Victor Hoffman ✓                  |                                                                   | 5.61                                   |
| John Hinman 🗸                     | 1844 Jefferson                                                    | 5.50                                   |
| J. D. Ames                        | 2736 Magnet                                                       | 5.00                                   |
| Robert Stevens                    | * 2528 Owens                                                      | 5.50                                   |
| Wm. H. Sudduth                    | • 1305 Piper                                                      | 5 <b>.50</b>                           |
| Sydney Thompson V                 | 2734 Reynolds                                                     | 11.00                                  |
| Mc Guffee                         | 1 2721 St. George                                                 | 10.50                                  |
| 49Robert Dawson                   | 1833 Stanford                                                     | 11.000                                 |
| W. H. Croom                       | / 2158 Statz                                                      | 5.50                                   |
| Paul Ray                          | 3305 Tonopah                                                      | 5.00                                   |
| V. M. Parker                      | 2504 Webb                                                         | 5.001                                  |
| Thomas F. Conrad                  | 2730 Taylor                                                       | 8.351                                  |
| G. Bowler                         | , 3004 Emmons                                                     | 3.35                                   |
| ***                               |                                                                   | ************************************** |
|                                   | TOTAL                                                             | \$131.31                               |

1532

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1300 NORTH "A" STREET O P. O. BOX 1609

LAS VEGAS, NEVADA

DUDLEY 4-7272

### MONEY COLLECTED FOR NORTH LAS VEGAS 12/30/60

| NAMB                | ADDRESS:               | Amount                       |
|---------------------|------------------------|------------------------------|
| N. T. Steinruck     | • 2338 Bassler         | \$ 5.50                      |
| Donald Stout 🗸      | / 2736 Berg            | 5.50                         |
| J. Varella          | / 2521 Flower /        | 5.50                         |
| Owen Woodruff       | /1909 Glider//         | 5.50                         |
| James Hill 🗸        | -1824 Harvard/         | 5.50/                        |
| Madelyne Pace       | 1 1905 Maxwell         | 1.65 (new-Moved in 12/1/60)  |
| B. Simpson          | / 2139 McCarran        | 111.00                       |
| D. Ackenback        | r 1849 Princeton       | 12.00                        |
| 57 A. L. Barger     | · 2112-14-16-18 Statz/ | 5.00 0                       |
| Earl T. Murdock     | √ 900 Taylor           | 11.00                        |
| Wm. F. Doyle, Jr. 🗸 | 2801 Taylor            | 16.50 /                      |
| D. M. Peters        | √2830 Tonopah          | 3.90 (New-Moved in 10/22/60) |
| 439 Dysart          | 1831-33-35 Yale        | 13.20 (New Name)             |
| Edward Snellgrove   | 1936 Yale              | 5.00                         |
| Verne D. Gueritn 🗸  | 4 2112 Yale            | 11.00                        |
|                     | •                      |                              |

Total

1650

20.37

11.10 11.11 12.21 MIGRO FILMED

\$117.75

FEB 25 1972

CHE CO NOTE:

Disposal Transportation, los.

300 NORTH "A" STREET OF. W. BUX

LAS VEGAS, NEVADA

DUDLEY 4-7272

NORTH LAS VEGAS MONEY RECEIVED 12/29/60

1350

| NAME                                                                                                                                                                                                                                                                                                          | ADDRESS                                                                                                                                                                                                                                                                                     |          | AMOUNT                                                                                                                                                              | ,                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| A. J. Strenth Mr. Layman Nick Ls Monte Herb Hill Mike Kochan  5/6-AJose M. Tahull L. M. Showacy Glenn A. Clayton Rita Cook Keith Johnson J. L. McCutcheon Robert Vickney Dan Davis Don McCulley Floyd Potter Charles Halloway Felix Poser Mike Flores Clare A. Tanner John Frey Felix Poser  James A. Burross | 2517 Arrowhead  1623 Belmont  1305 Brooks  2632 Carroll  1817 Flower  1834 Harvard  1931 Harvard  1415 Hickey  2516 Hickey  1709 Ingraham  1840 Ingraham  804 Judson  709 Lillis  2511 McCarran  2316 Perliter  15 W. Rose  2600 St. George  2624 St. George  2525 E. Tonopah  5 W. Tonopah | T BILLED | \$ 5.50<br>11.35<br>10.00<br>5.50<br>5.50<br>22.00<br>5.50<br>5.50<br>5.50<br>11.00<br>10.35<br>7.30<br>11.00<br>5.50<br>5.50<br>5.50<br>5.50<br>5.50<br>5.50<br>5. | 17.50                   |
|                                                                                                                                                                                                                                                                                                               | <b>ν</b> γ                                                                                                                                                                                                                                                                                  | Total    | 76.50<br>\$176.50                                                                                                                                                   | - 12.00                 |
| int NA                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                             | •        |                                                                                                                                                                     | 167<br>150<br>500<br>65 |
|                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                             | :        | · ·                                                                                                                                                                 | 2082                    |

MICTO MIMED

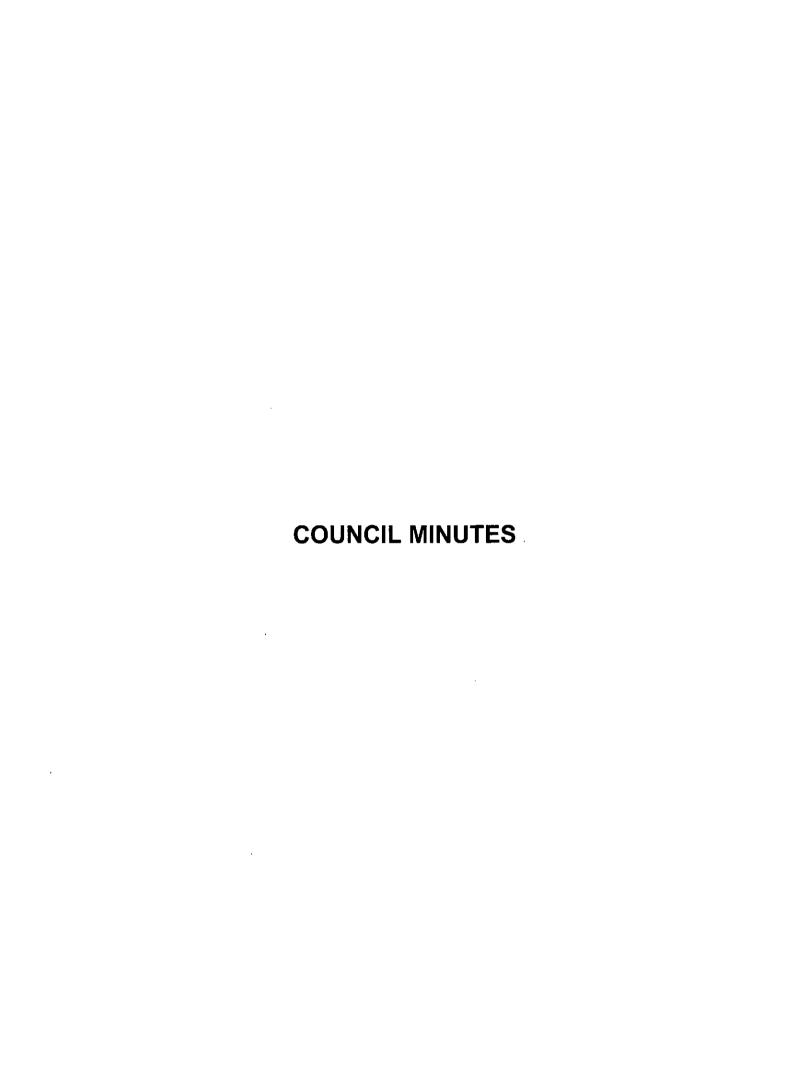
FEB 25 跨程

CIV CI BYTH

(G)

7.82

Total collected 6.10. 5.89 12-29-60 Less: Am 't collected · by company in Dec, franchise fee meluoled in 4 th gets 60 pregnent 331,75 5677.14 5% franclised for on arrevers preich to company in let 23.17 gt 60 5% of 46 3.36 10% on current payments collected in January 1961 521-38 10% of 5,213.78 544,55 PD S ENG) FEB 25 1972 CITY OF NOTES LAS VEGAS



Councilman Waite stated the Council encouraged citizens to water their lawns and shrubbery to enhance the beauty of North Las Vegas.

Mayor Cleland stated that Mrs. Neuman was the first person in 10 years to complain about the water rate. complaint will be taken into consideration but at the present time we do have to abide by the ordinance.

PERMISSION TO PURCHASE PATROL DELETED

Councilman Gray MOVED the item Requesting Permission to Purchase a Patrol Car be DELETED from the agenda. Councilman Waite SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

INTRODUCTION ONLY ORDINANCE NO. 541 GARBAGE RECEP-**TACLES** 

Councilman Waite INTRODUCED Ordinance No. 541 entitled AN ORDINANCE TO AMEND TITLE 4, CHAPTER 4.04 OF THE NORTH LAS VEGAS MUNICIPAL CODE, BEING ORDINANCE NO. 7 AS AMENDED BY ORDINANCES 188 and 394, RE-LATING TO THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH AND OTHER MATERIALS WITHIN THE CITY OF NORTH LAS VEGAS FOR PRIVATE DWELLINGS, BUSINESSES AND ALL OTHER GARBAGE AND RUBBISH PRODUCERS WITHIN THE CITY OF NORTH LAS VEGAS; PROVIDING OTHER MATTER PROPERLY RELAT-ING THERETO; AND REPEALING ALL ORDINANCES OR CHAPTERS, SECTIONS, SUBSECTIONS OR PARAGRAPHS CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH.

Mayor Cleland instructed the City Clerk to advertise the Notice of Final Action for the meeting of October 20, 1975.

ORDINANCE NO. 540 VETERANS' DAY TO BE OBSERVED ON NOVEMBER 11TH RATHER THAN THE 4TH MONDAY IN OCTOBER

Councilman Waite MOVED that Ordinance No. 540 entitled AN ORDINANCE TO AMEND THE FIRST PARAGRAPH OF SECTION 650 OF ORDINANCE NO. 436, BY CHANGING SAID SECTION 650 OF ORDINANCE NO. 436 SO THAT THE VETERANS' DAY HOLIDAY WILL BE OBSERVED ON NOVEMBER 11TH OF EACH YEAR RATHER THAN THE FOURTH PASSED AND ADOPTED MONDAY IN OCTOBER; PROVIDING OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CHAPTERS, SECTIONS, SUBSECTIONS OR PARAGRAPHS CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH, be PASSED and ADOPTED and the Mayor be instructed to sign. Mayor Pro Tempore Mahony SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

PROCLAMATION SPINAL HEALTH MONTH RATIFIED

Councilman Waite MOVED the month of October, 1975 be PROCLAIMED "Spinal Health Month" and the Mayor's signature be RATIFIED. Councilman Seastrand SECONDED the Motion.

On the question:

Councilman Gray stated he would oppose because a Proclamation should be for a non-profit organization.

MOTION CARRIED Councilman Gray OPPOSED. BY MAJORITY VOTE.

PROCLAMATION MARCH OF DIMES WALK-A-THON WEEK RATIFIED

Mayor Pro Tempore Mahony MOVED the week of October 12 thru October 18, 1975, be PROCLAIMED "March of Dimes Walk-A-Thon Week" and the Mayor's signature be RATIFIED. Councilman Waite SECONDED the Motion. . MOTION CARRIED UNANIMOUSLY.

PROCLAMATION EMPLOY THE HANDICAPPED WEEK RATIFIED

... Mayor Pro Tempore Mahony MOVED the week of October 5 thru October 11, 1975, be PROCLAIMED "Employ the Handicapped Week" and the Mayor's signature be RATIFIED. Councilman Waite SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

REGIONAL STREET AND HIGHWAY COMM. COOP. AGREEMENT TRAFFIC SIGNAL AT LAKE MEAD AND MCDANIEL STREET APPROVED Contract No. 937

Councilman Waite MOVED the Cooperative Agreement with Regional Street and Highway Commission for a Traffic Signal at the Intersection of Lake Mead and McDaniel Street be APPROVED and instruct the Mayor to sign. Mayor Pro Tempore Mahony SECONDED the Motion.

On the question:

Mayor Pro Tempore Mahony was concerned about the need for a traffic light at Owens and Mojave.

City Manager Boddy stated he would inquire into this matter.

MOTION CARRIED UNANIMOUSLY.

REGIONAL STREET AND HIGHWAY COMM. SUPPLEMENTAL AGREEMENT NO. 48a CONSTRUCTION OF INTERCONNECT APPROVED Contract No. 671

Councilman Seastrand MOVED the Supplemental Cooperative Agreement No. 48a covering the construction of the Pecos-McLeod Interconnect from Flamingo Road to North of Desert Inn Road be APPROVED and instruct THE PECOS .- McLEOD the Mayor to sign. Councilman Waite SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

ORDINANCE NO. 537 SWAP MEETS FINAL ACTION PASSED AND ADOPTED Mayor Pro Tempore Waite MOVED that Ordinance No. 537 entitled AN ORDINANCE TO AMEND ORDINANCE NO. 536, SECTION 1, PARAGRAPH 3.54.040 (b) AND TITLE 3, CHAPTER 3.54, SECTION 3.54.040 (b) OF THE NORTH LAS VEGAS MUNICIPAL CODE, BY CHANGING THE LICENSE FEES FOR NEW MERCHANDISE AND SECONDHAND DEALERS FOR SWAP MEETS; PRO-VIDING OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CHAPTERS, SECTIONS SUBSECTIONS OR PARAGRAPHS CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH, be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Seastrand SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

DISPOSAL TRANS-PORTATION, INC. INCREASES IN GAR-BAGE RATES APPROVED Agreement A-46 Joe Anstett, Executive Vice President,
Disposal Transportation, Inc., requested
an increase of \$.78 per month for residential rates and 15% for all commercial
and apartment rates per month to be
effective October 1, 1975. He stated the
increase was being requested because of
increase in cost of labor, fuel and NIC
insurance.

Mayor Pro Tempore Waite asked if any of the other entities had adopted the rate schedule?

Mr. Anstett stated the County of Clark had introduced an ordinance with anticipated final action on Friday, September 5, 1975; City of Las Vegas had approved an ordinance with the recommended rates on August 20, 1975; and Henderson introduced an ordinance on the rates on September 2, 1975. He stated they had tried every possible way to cut costs and keep them to a minimum so as not to be forced to ask for an increase.

Councilman Seastrand stated he was concerned about the non-competitive situation and if it was possible to get a comparison. He stated he had no objection to the increase but would like some other garbage collection agency in another city which is handling a similar type operation to quote a figure for service to North Las Vegas.

Councilman Gray stated three years ago when there was discussion of a rate increase, a broad research was conducted by the County of Clark, City of Las Vegas and City of North Las Vegas. It was found to be almost impossible to compare the compare the garbage rates in two different entities. Mayor Pro Tempore Waite MOVED an increase of \$.78 per month to residents and 15% per month for commercial businesses, effective October 1, 1975 be APPROVED. Councilman Mahony SECONDED the Motion.

On the question:

Mayor Cleland stated this was assuming that the other entities adopted this increase.

Councilman Seastrand stated he felt we needed some outside check points.

Councilman Mahony asked Staff to do some research to see if Disposal Transportation, Inc. is competitive either nationally or regionally and if there are any other alternatives.

Larry Grubb, 1700 Woodard stated he was opposed to the garbage increase.

Councilman Seastrand OPPOSED. MOTION CARRIED BY MAJORITY VOTE.

NOTICE OF CLAIM EARL HARTKE DENIED Mayor Pro Tempore Waite MOVED the claim of Earl Hartke be DENIED and referred to the insurance carrier. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

NOTICE OF CLAIM ARLYSE WADLEIGH DENIED Mayor Pro Tempore Waite MOVED the claim of Arlyse Wadleigh be DENIED and referred to the insurance carrier. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

PLANNING ZN-5-75 LEVY REALTY APPROVED Councilman Mahony MOVED an application by
Levy Realty for reclassification of property
from R-4 (Apartment Residence) to C-P (CivicProfessional) for the purpose of rezoning
the property to a zoning district consistent
with the land use; said property generally
located at 1845 Civic Center Drive, and more
particularly described as Lot 15, and a
portion of Lot 16, Block 2, College Park
Subdivision No. 10, as shown on Page 36 of
Book 5 of Subdivisions on file in the Office
of the County Recorder, Clark County, Nevada,
be APPROVED. Mayor Pro Tempore Waite
SECONDED the Motion. MOTION CARRIED
UNANIMOUSLY.

LICENSES APPROVED

Councilman Mahony MOVED that Licenses 1 thru 48 as presented on September 2, 1975 be APPROVED as follows:

INTRODUCTION ONLY ORDINANCE NO. 539 GARBAGE COLLECTION Mayor Pro Tempore Waite INTRODUCED Ordinance No. 539 entitled AN ORDINANCE TO AMEND TITLE 4, CHAPTER 4.04, SECTION 4.04.090 OF THE NORTH LAS VEGAS MUNICIPAL CODE, BEING ORDINANCE NO. 7, SECTION 9 AS AMENDED BY ORDINANCE NO. 188, BY CHANGING THE REQUIREMENTS ON USE OF GARBAGE RECEP-TACLES; PROVIDING OTHER MATTER PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES OR CHAPTERS, SECTIONS, SUBSECTIONS OR PARAGRAPHS CONTAINED IN THE NORTH LAS VEGAS MUNICIPAL CODE IN CONFLICT HEREWITH.

Mayor Cleland instructed the City Clerk to advertise the Notice of Final Action for the meeting of September 15, 1975.

RESOLUTION NO. 781 TION OF OPEN SPACE PASSED AND ADOPTED

Councilman Mahony INTRODUCED a resolution PROMOTING CONSERVA- which was read by title and the text of which is as follows:

56 -

A-46 1973

MINUTES OF FEBRUARY 5, 1973 APPROVED

Councilman Goynes MOVED the Minutes of the Regular Meeting of February 5, 1973, be APPROVED as written. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

GARBAGE RATE INCREASE **APPROVED** 

Councilman Waite MOVED the following Revised Monthly Garbage Rates be APPROVED effective March 1, 1973, the first billing to be April 1, 1973, and that the PUBLICATION ORDERED publication of these rates be ORDERED:

| COMMERCIAL GARBAGE RATES                            |                               |
|-----------------------------------------------------|-------------------------------|
| 2 Pickups per week (1 can)                          | \$ 4.11                       |
| Each additional can                                 | \$ 4.11                       |
|                                                     |                               |
| 6 Pickups per week (1 can)                          | \$17.10                       |
| Each additional can                                 | \$ 6.85                       |
| 7 Pickups per week (1 can)                          | \$20.53                       |
| Each additional can                                 | \$ 8.21                       |
| Buch address can                                    | Ÿ 0.21                        |
| HOTELS, MOTELS, TRAILER PARKS                       |                               |
| Offices                                             | \$ 2.29<br>\$ 1.37<br>\$ 1.03 |
| Each trailer space in park                          | \$ 1.37                       |
| Each sleeping room on premises                      | \$ 1.03                       |
| MIT TIDI E DECIDENTIAL INITE                        |                               |
| MULTIPLE RESIDENTIAL UNITS (From 2 to 8 apartments) |                               |
| First apartment                                     | \$ 2.72                       |
| Each additional apartment                           | \$ 1.91                       |
| RATES INCLUDE PICKUP SERVICE FOR                    | ,                             |
| BULKY ARTICLES.                                     |                               |
|                                                     |                               |
| MULTIPLE RESIDENTIAL UNITS                          |                               |
| (9 apartments or more)                              | A 0 00                        |
| First Apartment                                     | \$ 2.28<br>\$ 1.61            |
| Each additional apartment                           | \$ 1.01                       |
| RESIDENTIAL SINGLE FAMILY DWELLING                  |                               |
| (Cans limited to 33 gallons)                        |                               |
| No limit on standard size cans                      |                               |
| 2 Pickups per week                                  | \$ 2.72                       |
| RATES INCLUDE PICKUP SERVICE FOR                    |                               |
| BULKY ARTICLES.                                     |                               |
|                                                     |                               |

Councilman Gray SECONDED the Motion.

On the question:

Ms. Yvonne McClain, 1408 E. Owens Avenue, read the following to the City Council:

"My name is Yvonne McClain and my address is 1408 East Owens Avenue, North Las Vegas. I am authorized to represent the position of the Consumers League of Nevada at this hearing.

Before you act on the proposal, we feel there yet remain a number of unanswered questions pertinent to the issue; answers the consumer should be made aware of.

-5- CC - 2/20/73

In dealing with a fair rate of return for a garbage disposal company, we need to know how the cost of 10 per cent fair rate of return was arrived at? We noticed rates quoted as low as 8 per cent being considered by the Las Vegas City Council during their negotiations. We would also like to know if this is a rate of return established by a nation wide survey or merely a hold over from the initial contract? We have observed that the disposal company displays no real interest 'attracting outside investors'.

In ascertaining the base, upon which the rate would be applied, we noted that at no time were the disposal firms actual accounts made public. We observed that early documents indicated that the auditing firm, hired by the authorities involved, made certain deductions employing a 'prudent investment theory' to modify the base. However, the Las Vegas City Attorney found it necessary to bring to their attention other deductible items. Being primarily, losses from the real estate investment firm and exorbident (sic) salaries. We maintaine (sic) that unless the actual accounts of the firm are made public that the city cannot judge the true value of the base.

We are also interested in knowing why this service was not publicly open to bids to both local and out of state firms? Along this same line, we would like to be made public reasons why the city master plan contains no provisions for public works programs to absorb this service into the public sector? We would like to see figures as to the actual costs involved in establishing, either our own service or one consolidated with the rest of the users in the county. Are there public funds, either federal or state available for implementating (sic) such works?

Thank you for this opportunity to present our concerns."

Discussion ensued between the members of the Council and Ms. McClain concerning the manner in which the fair rate of return was established, and an explanation of the difficulty of going to competitive bidding when there was only one "responsible" garbage disposal company in the area. It was also explained that the cost of a disposal service operated by the city was prohibitive.

Councilman Seastrand said if the Council was willing to go into a competitive bid situation, he was willing to go along with a temporary rate increase, and asked that the City Manager be requested to prepare some specifications whereby competitive bids might be sought. If competitive bids cannot be obtained, the City should then take another look at the cost of going into the service.



A-46

Mayor Cleland said the possibility of the City going into the disposal business was examined in 1965 or 1966 and the cost was so high that it was impossible to consider doing so, and that to his knowledge there were no federal or state funds to assist a city in this manner. If an increase is requested again, it will be necessary to instruct the City Manager to go to competitive bidding and see what results might be obtained.

Councilman Gray said he had spent some time with the Director of Finance in discussing the subject of the city's going into the disposal business and the cost was determined to be prohibitive.

Commissioner Aaron Williams said he felt the garbage collection service should be placed under the Public Service Commission. He requested that provision be made for a lower rate for senior citizens.

Councilman Waite said he felt both sides of the question of a rate increase must be looked at since the Council had an obligation to the citizen-taxpayer and to the businesses in the community.

MOTION CARRIED UNANIMOUSLY.

FINAL ACTION ORDINANCE NO. 473 RE MILITARY LEAVE PASSED AND ADOPTED Councilman Goynes MOVED that Ordinance No. 473 entitled AN ORDINANCE TO AMEND ORDINANCE NO. 436 BY ALTERING PARAGRAPH 660; PROVIDING FOR ALL OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Waite SECONDED the Motion.

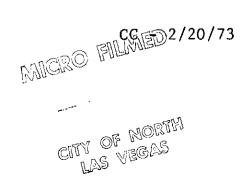
On the question:

Councilman Waite said he felt that an employee should not receive both his salary from the city and whatever remuneration he received from the federal or state government, but since the City allows jurors to accept both, he would vote for this ordinance although he was not in agreement.

Councilman Gray OPPOSED. MOTION CARRIED BY MAJORITY.

ASSESSMENT ROLL S.I.A.D. NO. 20 APPROVED Councilman Waite MOVED that the Assessment Roll on Special Improvement Assessment District No. 20 be APPROVED. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

TENTATIVE BUDGET 1973-74 ACCEPTED PUBLIC HEARING SET Councilman Gray MOVED the Tentative Budget for 1973-74 be ACCEPTED and a Public Hearing be set for March 27, 1973. Councilman Waite SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.



A-46

### CITY OF NORTH LAS VEGAS REGULAR CITY COUNCIL MEETING

DATE

February 5, 1973, at 7:10 P. M.

**PLACE** 

Council Chambers, 2200 Civic Center Drive,

North Las Vegas, Nevada

PLEDGE OF ALLEGIANCE

Councilman D. Dan Gray

INVOCATION

Reverend I. W. Wilson, Bethel Baptist Church

PRESENT

Mayor C. R. Cleland, Councilmen Theron H. Goynes, D. Dan Gray, James K. Seastrand and Wendell G. Waite. Also, City Manager Clay Lynch, City Attorney Carl E. Lovell, Jr., Chief Deputy City Attorney Paul Schofield and City Clerk Shirley A. Hansell.

**EXCUSED** 

None

PUBLIC HEARING PROPOSED GARBAGE RATE INCREASE TABLED Mayor Cleland declared the public hearing open.

Mr. John Sprake, 2613 E. Flower, stated that both Henderson and Boulder City had lower garbage rates than North Las Vegas with two pickups per week.

Mrs. Yvonne McClain, 1408 E. Owens, stated that she represented the Consumers League of Nevada which opposed any rate increase for garbage collection. She stated the Consumers League was confused by some of the existing information on the rates of return and requested clarification. She asked if a study were being made and by whom, what type of information was being gathered, and stated the possibility of competitive bidding should be fully explored.

Commissioner Aaron Williams, 2721 Shields, said that for reasons previously stated he opposed this proposed rate increase. In answer to Councilman Waite's question as to the action taken by the County in this matter, Commissioner Williams stated a resolution had been adopted and a public hearing was to be held concerning a change in the contract.

Mayor Cleland declared the public hearing closed.

Councilman Seastrand asked the name of the disposal company in Henderson and Boulder City.

Mr. Tom Foley, Attorney for the disposal company, said in Henderson and Boulder City the disposal company has no obligation to maintain the dump and the rates, therefore, are different. He stated Mr. Lester LaFortune, Mr. John Isola and Mr. Al Isola are the only stockholders in Henderson Disposal which has lost an average of \$6,000 a year. Henderson Disposal has indicated to the City of Henderson that they do not care to continue the operation there unless the

MICRO FILLWIEW

CC - 2/5/73



A-46

dumpsite is brought into compliance with the county ecology requirements.

Councilman Waite advised his previous intention was to indicate that North Las Vegas had the lowest garbage rate in the State with the exception of Clark County which would include Henderson and Boulder City. The City of Fallon charges \$3.50 for twice weekly pickups limited to one cubic yard, and they do not have a heavy trash pickup. Carson City is \$2.75, one pickup and one cubic yard. Reno and Sparks is \$2.75, one pickup and one cubic yard. Las Vegas is slightly higher than North Las Vegas. Councilman Waite said he had presented the facts as he had ascertained them after reviewing the audit reports and attending three meetings with Las Vegas and Clark County.

Councilman Waite MOVED the proposed garbage rate increase be TABLED until February 20, 1973. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

AWARD OF BID ELECTRONIC COM-MUNICATIONS CON-TROL CENTER APPROVED Contract No. 695 Councilman Waite MOVED the bid for the Electronic Communications Control Center be AWARDED to General Electric Company in the amount of \$14,631. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

AWARD OF BID BRAKE DRUM AND DISC LATHE APPROVED Contract No. 694 Councilman Gray MOVED the bid for the Brake Drum and Disc Lathe be AWARDED to Advance Equipment Company in the amount of \$3,018.93. Councilman Waite SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

MINUTES OF JANUARY 22, 1973 APPROVED Councilman Waite MOVED the Minutes of the Adjourned Regular Meeting of January 22, 1973, be APPROVED as written. Councilman Seastrand SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

FINAL ACTION
ORDINANCE NO. 486
CREATING S.I.A.D.
NO. 20
PASSED AND ADOPTED

Councilman Goynes MOVED that Ordinance No. 486 which was read by title and the text of which is as follows:

-2-MICRO FILMED

CC - 2/5/73



City Clerk Hansell announced that she had distributed copies of Resolution No. 653 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Waite MOVED that Resolution No. 653 entitled A RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF A CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES NO. OSD-NV-09-39-1000 (G) BY AND BETWEEN THE CITY OF NORTH LAS VEGAS AND THE UNITED STATES OF AMERICA be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Gray SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

GARBAGE RATE
INCREASE
PREPARATION OF
ORDINANCE
APPROVED
Contract No. A-46

Councilman Cleland MOVED the preparation of an ordinance by the City Attorney increasing the rate for garbage collection by 5% be APPROVED. Councilman Waite SECONDED the Motion.

On the question:

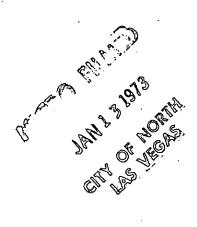
Councilman Waite expressed dissatisfaction with the fact that it had been necessary to request a second report from Laventhol Krekstein Horwath & Horwath, and stated he had attended several meetings to discuss the requested rate increase.

Mr. Joe Neal, 304 Lance Street, opposed the rate increase, stating he felt it had not been given sufficient study.

Councilman Gray informed Mr. Neal that he had attended three meetings with the City of Las Vegas and County Commissioners, that two reports had been rejected and this was the third in which \$100,000 in salaries had been removed, and that the matter had been given a great deal of study over a period of several months.

Councilman Waite pointed out that the City of North Las Vegas presently has the lowest garbage rate in the State of Nevada, and that the City of Fallon is the only other city which receives two services a week, however, this covers only one cubic yard pickup each service at a rate of \$3.75 as compared to our current rate of \$2.59 for an unlimited amount which also includes the heavy trash pickup. He noted further that the disposal company had granted a 5.5% increase to their employees.

Councilman Gray advised that if the City were to assume responsibility for garbage collection, it would require a large investment in equipment, staff and facilities, and the same service could not be accomplished for the amount charged by Silver State. The disposal company is entitled to a fair rate of return, and the proposed five percent would increase the individual rate for garbage collection by 13¢ a month.



#### CITY OF NORTH LAS VEGAS ADJOURNED REGULAR CITY COUNCIL MEETING

DATE

August 30, 1971, at 7:10 P. M.

PLACE

Council Chambers, 2200 Civic Center Drive,

North Las Vegas, Nevada

CALL TO ORDER

Mayor Eugene V. Echols

PLEDGE OF ALLEGIANCE

Councilman Wendell G. Waite

INVOCATION

Reverend Prentiss S. Walker, Greater Faith

Baptist Church

PRESENT

Mayor Eugene V. Echols, Councilmen C. R. Cleland, Wendell G. Waite, D. Dan Gray and Aaron Williams. Also, City Manager Clay Lynch, Chief Deputy City Attorney Dennis Sabbath and City Clerk Shirley A.

Hansell.

**EXCUSED** 

City Attorney Carl E. Lovell, Jr.

MINUTES OF AUGUST 23, 1971 APPROVED

Councilman Waite MOVED the minutes of the Adjourned Regular Meeting of August 23, 1971, be APPROVED as written. Councilman Cleland SECONDED the Motion.

MOTION CARRIED UNANIMOUSLY.

DISCUSSION HEAVY PICKUP SERVICE PROVIDED BY GARBAGE FRANCHISE

Reverend Prentiss S. Walker, 2736 Chamberlain, complained of the infrequency of pickup of heavy items and poor service which is resulting in people dumping trash in the desert.

Mr. Jarvis Holloway, 417 Rossmoyne, suggested rescheduling the pickup of heavy items to every two weeks rather than every month.

Mrs. Marble, 2811 Flower, said the placement of large items, such as tree branches, at the curb for pickup often interferes with pedestrian and vehicular movement, and suggested the disposal company come on to the property at the owner's request for such pickups.

Mrs. Porger, 2507 McCarran, said she had six apartments which she rented and for which she paid an additional amount for heavy pickup service which was not utilized by her tenants.

Councilman Williams said the citizens are paying for a service from which no benefit is being is being derived and that, because of the poor service, the contract with Disposal Transportation should be terminated.

Councilman Cleland said the staff should conduct a survey and furnish a report to the Council.

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Councilman Gray agreed and noted that telephone communication with Disposal Transportation Company is difficult. He then quoted a portion of the September 2, 1969, Council Minutes wherein Mr. LaFortune had indicated special pickups of heavy items would be made upon request, and said that he should live up to this statement.

Mayor Echols said the Council is now cognizant of some of the problems, and directed the Staff to make a check and submit a report and recommendations to the Council, and action be taken to get the service up-graded.

City Manager Lynch said his office would welcome receipt of specific names, addresses and dates in order to investigate the complaints.

Mr. Walter Turner, 2729 Shield Place, said he lived near the desert where the dumping of trash occurred and his property was protected only by a fence.

NEIGHBORHOOD RECREATION BUILDING APPROVED Councilman Cleland MOVED the authorization for the design of a 10,000 square foot facility at Bruce and Stanley for recreation purposes, with the construction costs to be held within the original projected budget of \$100,000 be APPROVED. Councilman Waite SECONDED the Motion.

On the question:

Councilman Williams said a play area at Jo Mackey School should have priority over the recreation facility since this was to have been done following the improvement of the play area at Fay Herron School.

City Manager Lynch advised the Fay Herron development, as well as the planned Jo Mackey development, were under a program of joint use agreements with the School District. The priority referred to by the Recreation Advisory Board goes back to October, 1962, and has been confirmed by Council action repeatedly.

Councilman Williams said we have been trying to get some recreation in that particular area for two years. There are several acres of vacant land at Jo Mackey School. Some citizens came here and requested that we fix that terrain up and develop it into a playground. The report came back that it cost too much money. That was the first report. The next thing we know they were doing that same thing for Fay Herron School that cost much more than it would cost at Jo Mackey. I brought this to your attention and was informed this was a policy program and that the next project in this area would be Jo Mackey School.

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FINAL ACTION
ORDINANCE—NO., 394
AMENDS GARBAGE
COLLECTIVE SERVICE

City Clerk Hansell stated the appropriate advertising of a Notice of Final Action on Ordinance No. 394 was published in the North Las Vegas Valley Times.

Councilman Cleland MOVED that Ordinance No. 394. entitled: "AN ORDINANCE TO AMEND ORDINANCE NO. 7, ENTITLED: 'AN ORDINANCE DEFINING GARBAGE, RUBBISH, DIRT AND DEAD ANIMALS; REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT, AND DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS; THE FEES TO BE PAID THEREFOR AND MATTERS RELATING THERETO; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.' AND TITLE 4, PUBLIC UTILITIES, CHAPTER 404 OF THE NORTH LAS VEGAS MUNICIPAL CODE; TO PROVIDE FOR ADDITIONAL REFUSE REMOVAL; TO PROVIDE A DEFINITION THEREOF; TO PROVIDE FOR THE ESTABLISHMENT OF RATE SCHEDULES FOR ADDITIONAL REFUSE SERVICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND OTHER MATTERS PROPERLY RELATING HERETO"

be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Petitti SECONDED the Motion.

On the Question:

Councilman Petitti asked if the recommendations from the Finance Director are incorporated in this ordinance. Would we adopt these rates after passing the ordinance?

Finance Director Weiss informed the Council that, by law, this body has to approve the schedule of rates.

Councilman Waite opposed this issue on the basis of being in favor of the 41¢ increase on bulky items, but not the additional 34¢ regular increase, as it is not necessary. We should be considering better service rather than increasing the amount of money.

Councilman Petitti was in favor of this additional 34¢ increase on the basis that this could have been charged to us under the existing contract, without putting this into the ordinance for approval. The additional increase would stem from the employees receiving a higher wage scale.

Councilman Cleland stated I am defending the increase because it seems to be the result of contract bargaining. This would be mandatory under our existing contract.

Councilman Williams questioned if this money was to be collected for three years just to negotiate.

Mayor Echols was in favor of this because garbage and refuse is a serious problem, as evidence in this City indicates.

Councilman Waite and Councilman Williams OPPOSED. MOTION CARRIED BY MAJORITY.

ENLATION OF RECESSION

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ouncilman Petitti MOVED that the schedule of revised rates for the collection of garbage and refuse by the City of North Las Vegas be ADOPTED effective November 1, 1969. Councilman Cleland SECONDED the Motion. Councilman Waite and Councilman Williams OPPOSED. MOTION CARRIED BY MAJORITY.

RESOLUTION NO. 480 INTENT - ANNEXA-TION NO. 39

Planning Analyst Porter explained the map to the Councilmen and Mayor on Annexation No. 39. She stated this area covers 2½ square miles, encompassing Sections 7, 18 and 19. It is bordered by Gowen Avenue on the North, Owens Avenue on the South, Pecos on the West and Lamb on the East. We have a petition in excess of 10 percent of property owners for annexation on file for this annexation.

City Clerk Hansell announced that she had distributed copies of Resolution No. 480 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Waite MOVED that Resolution No. 480 entitled: "A RESOLUTION OF INTENT OF THE CITY OF NORTH LAS VEGAS TO CONSIDER ANNEXATION; SETTING A TIME FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND OTHER MATTERS RELATED THERETO"

be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Cleland SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.

Councilman Petitti announced the date of the public hearing on this annexation is November 10, 1969, at 7:00 P. M. here in the Council Chambers.

RESOLUTION NO. 481 INTENT - ANNEXA-TION NO. 40

Planning Analyst Porter explained this annexation encompasses 31/2 square miles, bounded by Caréy Avenue on the North, Owens Avenue on the South, Nellis on the East and Pecos on the West; and that in excess of 10% of the property owners have petitioned for annexation.

City Clerk Hansell announced that she had distributed copies of Resolution No. 481 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Cleland MOVED that Resolution No. 481 entitled: "A RESOLUTION OF INTENT OF THE CITY OF NORTH LAS VEGAS TO CONSIDER ANNEXATION; SETTING A TIME FOR PUBLICATION OF NOTICE OF PUBLIC HEARING AND OTHER MATTERS RELATED THERETO" be PASSED and ADOPTED and the Mayor be instructed to sign. Councilman Petitti SECONDED the Motion. MOTION CARRIED UNANIMOUSLY.



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INTRODUCTION ONLY ORDINANCE NO. 394 AMENDS GARBAGE COLLECTION SERVICE

RATIFICATION OF

ENFORCEMENT OF

ORDINANCE NO. 325

BARKER

RETAINING OWEN NITZ

TO ASSIST CROMER &

Councilman Petitti INTRODUCED Ordinance No. 394 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 7, ENTITLED: "AN ORDINANCE DEFINING GARBAGE, RUB-BISH, DIRT AND DEAD ANIMALS: REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT AND DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS: THE FEES TO BE PAID THEREFOR AND MATTERS RELATING THERETO; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH." AND TITLE 4, PUBLIC ITIES, CHAPTER 404 OF THE NORTH LAS VEGAS AND TITLE 4, PUBLIC UTIL-MUNICIPAL CODE TO PROVIDE FOR ADDITIONAL REFUSE REMOVAL; TO PROVIDE A DEFINITION THEREOF; TO PROVIDE FOR THE ESTABLISHMENT OF RATE SCHEDULES FOR ADDITIONAL REFUSE SERVICE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND OTHER MATTERS PROPERLY RELATING HERETO.

Mayor Echols instructed the City Clerk to advertise Ordinance No. 394 for final action on October 6, 1969.

Councilman Petitti MOVED that the retaining of Mr. Owen Nitz of Cornwall and Nitz to work with Cromer and Barker on legal proceedings in the case of the City of North Las Vegas vs. Somers be RATIFIED. Councilman Waite SECONDED the Motion. MOTION CARRIED.

City Manager Lynch explained that in each case listed the elements are all the same and we are asking for an order of the City Council to require rehabilitation work to be done and a lien filed against these properties so that a time payment plan can be worked out.

Councilman Waite MOVED that Ordinance No. 325 be enforced on the following properties:

- Shirley Bailey 2717 Daley Street
- Ignacio & Patricia Palomares 2600 Spear 2. Street
- З.
- Allen D. & Mary Irby 2741 Carroll Street Gonzales G. Lopez 2549 Magnet Street
- Jimmy & Marlene Larnin 2704 Berg Street.

with the requirement that all rehabilitation work be completed and a lien be filed in order that a time payment be established.

Councilman Cleland SECONDED the Motion.

On the Question:

Dorothea Ames - 2541 Webster Street questioned if these people are represented here tonight, if they had been properly notified and if they had appeared before the Housing and Appeals Board? Many other homes in this district should be carefully investigated and the results brought in. These homes should not be in condition for condemnation.

City Manager Lynch stated all property owners had been advised by the Housing and Appeals Board and the action of the Council this evening was only a formality. These homes are

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#### CITY OF NORTH LAS VEGAS REGULAR CITY COUNCIL MEETING

DATE

September 2, 1969 at 7:08 p.m.

PLACE

Council Chambers, 2200 Civic Center Drive, North Las Vegas, Nevada.

CALL TO ORDER

Mayor Eugene V. Echols.

PLEDGE OF ALLEGIANCE

Councilman C. R. Cleland.

INVOCATION

Reverend Mike Friedman of the North Las Vegas

Baptist Church.

PRESENT

Mayor Eugene V. Echols, Councilmen C. R. Cleland, Jack R. Petitti, and Aaron Williams. Also, City Manager Clay Lynch and City Clerk Shirley Hansell.

**EXCUSED** 

'Councilman Wendell G. Waite, Chief Deputy City Attorney Jeffrey Shaner.

PUBLIC HEARING
RESOLUTION NO. 468,
APPROVING EMERGENCY
TEMPORARY LOAN TO
THE CITY OF NORTH
LAS VEGAS

PUBLIC HEARING Mayor Echols declared the public hearing open RESOLUTION NO. 468, on Resolution No. 468 and asked if anyone in APPROVING EMERGENCY the audience wished to speak.

Mr. Lynch stated this ordinance had been properly advertised by the City Clerk and recommended the public hearing be opened, closed, and ordinance tabled until such time as approval could be made by unanimous vote by the Council.

Mr. Dave Branch, 1845 Ingraham St. stated I have been doing some research pertaining to this water problem that we have and I would like the Council to consider putting off this public hearing for one week. Since Councilman Waite is ill in the hospital, and I would like to hear his comments, pro and con, on the \$540,000 loan and since he could not judge for or against without hearing the public, I would ask that you go into this the following Monday, where we could devote more time to this particular problem that we have.

City Manager Lynch stated there could be a motion to continue the public hearing until next Monday night, which would not change the effective date of this resolution.

Mrs. Gormley, 2548 Spear St. stated I wonder if Mr. Branch realizes that some people do not have water and that this is serious?

Mayor Echols stated this item would be handled with all expediency, but nothing could be done right at this time because of Mr. Waite's absence, and Mr. Branch's suggestion would not delay continuance of this item at all.

Councilman Cleland suggested that the people present this evening be heard and the public hearing could be continued later.

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Florence Poyser, 2537 St. George Street, stated when this proposal was first released to expand our water system to Desert Aire, Mr. Branch was very much against it and asked us to hold off. As I remember, several months ago, you held off and we aren't able to get permission from the bonding company and couldn't get permission to get the loan. Now you are doing the best you can in the best way you can. It has to be done as soon as possible. It can't help people this year by this putting off and putting off. Next year it will be the same ridiculous situation. You men run this city and you know how much it will cost and how it is to be done. We don't complain because water is something that we need and living in Desert Aire Estates, we appreciate it. I would ask that this Council act as soon as it can to get this Desert Aire developed and their water system functioning so that we can provide people with water. There are a lot of people not in my position. Where I live the water pressure is fine. I can appreciate how they must feel.

Councilman Petitti MOVED that the public hearing on Resolution No. 468, entitled A RESOLUTION TO APPROVE A TEMPORARY EMERGENCY LOAN TO THE CITY OF NORTH LAS VEGAS TO FINANCE VITALLY NEEDED EXPANSION OF ITS WATER DISTRIBUTION SYSTEM, be continued until next Monday night, September 8, 1969. Councilman Williams SECONDED the Motion. MOTION CARRIED.

AWARD OF BIDS ROLLER FOR STREET DEPARTMENT C - 288

Councilman Petitti MOVED that the bid for one ONE TANDEM VIBRATOR tandem vibrator roller for the Street Department be awarded to the Sierra Machinery Company in the amount of \$3,515.00. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

ONE TRUCK FOR POUNDMASTER C - 287

Councilman Cleland MOVED that the bid for one truck for the Poundmaster be AWARDED to Fletcher Jones Chevrolet in the amount of \$4,914.08. Councilman Williams SECONDED the Motion. MOTION CARRIED.

SPRIPING MACHINE FOR STREET DEPT.

Councilman Cleland MOVED that the bid for one striping machine for the Street Department be returned and readvertised for bid, since only one bid was received and this was higher in price than the original estimate. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

DISPOSAL TRANSPOR-TATION INC. -GARBAGE RATES AND SERVICE PRESENTA-TION

Mayor Echols requested the representatives from the Disposal Transportation, Inc. to come forward if present, to answer any questions.

Councilman Williams questioned as far as the labor contract is concerned, when does it expire.

Mr. LaFortune, representative of Disposal Transportation stated in three years - May of 1972.



Councilman Williams stated in May of 1972. At that particular time, when this bonding is reopened and if the employees are granted a raise, or an increase, would that affect our contract with you?

Mr. LaFortune stated under the franchise agreement we have with the City, either the City or the company can open an agreement if the wage would get way out of line or too high - we don't anticipate that at the present time. We have had only one raise in eight or nine years. We never know what the labor unions are going to ask for - if it is higher than we can afford, we would present it to the City Council for their determination.

Councilman Cleland stated I am particularly interested in this extra 41¢ that is to help us in an age-old problem of keeping our City clean. We have had considerable problems about people dumping out in the desert. This service for 41¢, this will be on a will-call basis to the residents or a set date per month?

Mr. LaFortune stated it will be on a set date per month. Every month, we will pick up all of the articles that we don't consider garbage but large davenports, washing machines, water heaters, and things that we cannot put into our trucks. We have already ordered trucks that will handle that type of rubbish.

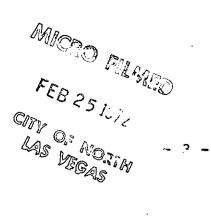
Councilman Cleland stated I was wondering, well, take myself for example, if I had an old couch that I wanted to get rid of on the first of the month, and my pick up date is on the 28th, I don't particularly want that thing to set around until the regular pick-up day. I am wondering as time goes by if it would be advisable to consider a will-call instead of a regular pick-up.

Mr. LaFortune stated what we would like to do is have a regular service in which we will pick up on stipulated days for each individual person. Now, if something extraordinary comes up, a water heater could burst at any time, and naturally you wouldn't want it out in front of the house for 30 days. We will call on a special pick-up and will pick it up at no additional charge.

Councilman Cleland stated it is my understanding that the 41¢ is per single family residence?

Mr. LaFortune said yes.

Councilman Cleland stated the 18% raise on commercial does it include this extra pick-up service? Apartment houses, etc.



Mr. LaFortune said no, this is for residences only. The commercial houses we have can hardly fit into that category because on commercials we remove enormous quantities of rubbish. Sometimes truckloads after truckloads and it would hardly be applicable. Sometimes, we have demolitions and things of that type and it just wouldn't fit in.

Councilman Cleland stated well, of course on demolitions that's an additional service anyway. It wouldn't have anything to do with the standard service.

Mr. LaFortune stated well, on trailer parks for example. On trailer parks their rubbish is normally in a compound so it is cheaper to pick that up than it is to pick it up at an individual house. So their rate would be 25¢ instead of the 41¢.

Mr. Amstett stated basically, gentlemen, our plan for this extra service as we term it is a step in area and City beautification. Our concept of it was primarily limited to single family dwellings, with the idea that yard clean-up and people would' have items of disuse as old couches, water boilers, worn-out appliances, any of those items and didn't have the transportation to get rid of them and they weren't normally being picked up by the garbage service as they weren't considered to be ordinary garbage or refuse. So, what had happened in that area during the years is that people would go out and dump them someplace in the desert. Now, our program that we want to install of course, with your permission is to be very flexible, in that we realize that a person who had service on that second Tuesday of each month and Thursday his oven blew up, he doesn't want to hold that out three weeks until his regular day comes around Our program will be flexible enough so again. that if a person would call on one day that within 24 hours or the following day, we would be able to service him and pick up the water boiler or stove and take it away and take it to the dump. Ordinarily, on house cleaning and yard work, perhaps, that you will have ordinary items and a person would anticipate, would schedule it and would have it out on approximately that date that the extra pick-up would come around. As far as emergencies are concerned, we would be more than happy to come out but it will take until the following day however.

Councilman Williams stated you keep referring to hot water tanks and that sort of thing. What about the housewife who a few weeks back had a living room suite delayed and she doesn't know when it is going to be delivered. If they should call the day before pick-up day and say that her living room suite is going to be delivered tomorrow so there she is stuck with an old living room suite and no place to put it for a couple or three weeks. What about other things other than hot water tanks?

Mr. Amstett stated on any of those items, they are considered to be non-garbage items, such as old couches and old chairs. We figure that our program will be flexible enough that within 24 hours we would be able to handle it after we received the call. It is not expected of the residents to hold a bulky item like that that is no longer useful for a period of three or three and a half or even for two weeks.

Councilman Cleland stated I think that as time goes on, we will find that we will have better service and it will be more satisfactory on a will-call basis rather than on regular days.

Mr. Amstett stated it may very well be so, but we felt that in this way, if it was on a regular basis, people would know when to expect it and by knowing when it was regularly scheduled they would have it out there and get rid of it instead of dumping it into the desert.

Mr. LaFortune said yes, there are a great many calls on that. A lot of people have collected trash and rubbish in their back yards for years and would be tickled to death to get rid of it. So, I presume that on the first few rounds we will really be loaded.

City Manager Lynch stated how would you describe the specifications on tree limbs? Obviously, tree limbs cannot be picked up with the normal garbage collection equipment but are they going to have to be bundled, are they going to have to be a specific length. Are they going to have to be a specific diameter. When we write this service up in the ordinance and the contract, how are we going to describe how to handle tree limbs?

Mr. LaFortune said well, we had anticipated buying a grinding machine to grind it up into sawdust form and remove it in the form of sawdust, rather than the length itself. Such as tree pruning departments of the City and other places.

City Manager Lynch stated I have had the specific question raised if I laid a telephone pole out in front of my sidewalk, are you going to go by and pick it up?

Mr. Amstett replied we don't pick it up in that particular form. We anticipate with this service, we will be able to handle trees or tree limbs in a greater length, say 6' or 8' and chew them up with this mechanism. I don't believe that we will be in a position to handle a 30-year old tree that is about that round and 50' high that fell over but I don't believe that we could take care of that. Not in its present form. If it is cut up in some lengths, yes.



City Manager Lynch stated we appreciate this. But somewhere along the line, we have to describe the boundary line between what you will pick up and what you can't pick up. I wonder if you were prepared on that tonight?

Mr. Amstett said yes sir, I believe we are. We anticipate in this that we will pick up any bulky material as we've covered, water heaters, stoves, furniture. We do not anticipate including in this service 30 or 40 yards of loose dirt that is sitting on the curb. If it is containerized in some form, yes. We will haul even that. We feel that if we put a crew out there we are likely to spend as much as 6 to 8 hours in front of one person's house a day. We are defeating our purpose. This isn't really the object of cleaning up the debris in the area. If you are going to clean up dirt, rocks and things of that nature in such quantity, we anticipate of taking great deal of bulk. But for instance, a dump truck load of dirt or gravel in the street, we hadn't anticipated that. We thought in answer to your question Mr. Lynch, that we could have anything that was containerized, put in a box, cardboard box, not excepting the bulky items such as stoves and refrigerators and furniture and things of that nature, but loose material. We would request that they be containerized.

Concilman Petitti stated I didn't particularly want to ask any questions at this time because I have discussed this with great length with Mr. Isola and he did assure me that any trees that were cut down and cut down into lengths of 4' and 6' that he would have some kind of pick-up service on this. I understand in talking with him that you would have some kind of a scoop that would come along and pick up these items and throw them into a big truck. Now, this is generally what we do in October or April. And I am sure that if we subscribe to this service that I am in favor of it. I think that we are going to let our Street Department do some of the needed street repairs in the City for those few months and probably part of the other and it won't entirely eliminate this service of pick-up. I am tickled to death with this type of an offer and as I understand it this is pretty much generally accepted throughout the County by the other entities and they have instructed their City Attorney to do this and I hope our Council will go the same way because I think this would be one of the biggest boons to cleaning up our city that we could have and I personally do not think you are going to make any money on it, at least for a couple of years. Very frankly, I think you are going to go into the hole. Taking care of this service is a tremendous amount of trash, just on vacant lots and I think you will probably get interested persons who will clean up their neighbor's lots to have you haul the trash away. I know that there are a lot of people who clean up their neighbor's lots anyhow, but this will be of a lot of benefit to the City.

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CITY OF HORTH

Mayor Echols said are there any other guestions from the Council? I have one question that hasn't been covered. In this proposal, it is a minute amount of money, of course, but is it a proposal that the City would also participate here in this 41¢ per month per household in the franchised fee of 10%, right?

City Manager Lynch replied this is specified in the contract.

Mayor Echols said so, this would be included?

Mr. LaFortune said yes. You get 10% of all of the revenue of this special service.

City Manager Lynch stated 5% is franchised and 5% is for the process of collecting the bill.

Mayor Echols said one other question — What total records do you propose to maintain here? I feel certain that we are going to run into situations just as you indicated, you are going to find some residents who are going to be taking advantage of this type of service, probably to the extent that you have indicated, either a full day's work or with a man sitting in a truck or possibly two days to half an hour. If you don't get it, they will start complaining about it. What sort of records do you propose to maintain on this additional service which is needed to substantiate the expenditure and to see that it is fairly maintained on an equitable basis for this service?

Mr. LaFortune replied mostly on an average. Single households. For instance, I am a single man and I don't cook very much and I have just a little bit in the bottom of my trash can and my next-door neighbors have five or six kids and they have eight garbage cans full of trash and I would only have half a can, but it would all average out and pay the same. Where a bachelor would have a very little and a large family would have a lot, but we don't penalize for having children. We believe that it will average out throughout the community and the average would work out to 41¢. We know it will be a lot for one man and perhaps to a lot of people there will be none.

City Manager Lynch said a point of clarification on the Mayor's question - Would it be your intent to do a separate cost accounting for this separate service so that we could review it at the end of the year to determine what it is costing and whether it reflects back into this rate as being correct?

Mr. Amstett said yes, indeed, in answer to both of your questions. Because it is a new program, and because we are leading with our chin, all we can do is estimate what we think the volume may be. We realize, of course, that the volume will be extensive at the outset, but we hope that in over a year or a year and a half that it will average to what we estimate. We will maintain cost records as to what it costs us to pick it up. We will rely on the City of North Las Vegas, as in the past, we will have to rely on how many accounts are being billed or how many single

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family residences are being billed at the additional 41¢ to determine the profitability at that particular rate over any given period of time, but we will maintain detailed cost

City Manager Lynch said there is one guestion that has been raised by the Council before, and that is whether you would be willing to have a review of the desirability and the rate structure of this service at the end of twelve months.

LaFortune said well, I think that calls for a review at your request, even every six months, if you so desire.

City Manager Lynch stated this is something a little different and is not contemplated in our present franchise. From your remarks, it would appear that you would want to have an end of a one-year review to determine whether, in fact, you can afford to continue granting this service. Council has formerly indicated that they would like to take a look at it at the end of a year. This item on this particular kind of service alone.

LaFortune said that will be perfectly agreeable.

Mayor Echols asked do you propose to have regular routes that you will cover? If I would call you and ask when your specials pick-up day is, you should be able to tell me, right?

Mr. LaFortune replied it will be published in the newspapers, the routes, and the people will be informed.

Mr. Amstett stated we will have extensive coverage in the newspapers by area maps and indicating which day of each month, not by the particular day, but by the second Tuesday of each month, or whatever day it might be, to cover this area.

Councilman Cleland MOVED that the City Attorney be instructed to draft the proper contracts and documents along the lines that we have discussed tonight. Councilman Williams SECONDED the Motion. MOTION CARRIED.

City Manager Lynch stated these documents will be prepared for your introduction later on this month and will be formally considered on the October 6th meeting and, if passed on October 6th, then the final form presented by the Attorney will effective about the first of November.

FINAL ACTION ORDINANCE NO. 388 SIGN ORDINANCE

Councilman Petitti MOVED that Ordinance No. 388 entitled: AN ORDINANCE TO REGULATE THE CONSTRUC-TION, INSTALLATION, REPAIR, LOCATION AND APPEAR-ANCE OF SIGNS, BILLBOARDS AND MARQUEES, DISPLAYED, SUSPENDED, ERECTED AND PLACED WITHIN THE CITY OF NORTH LAS VEGAS; PROVIDING FOR THE ISSUANCE OF PERMITS AND THE GRANTING OF APPLICATIONS; PRO-VIDING FOR PENALTIES FOR THE VIOLATION THEREOF; PROVIDING FOR ALL OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCE IN CONFLICT HEREWITH be TABLED until such time as a report is received from the Electrical Examining Board giving their approval and or changes. Councilman Cleland SECONDED the Motion MOTION CARRIED.

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FINAL ACTION ORDINANCE NO. 389 LITTER ORDINANCE City Manager Lynch stated that this ordinance has been properly introduced and advertised and to call for any public reaction, after which a motion to approve would be enacted.

Councilman Petitti stated for the benefit of the audience, that a minimum fee of \$100.00 for littering was the only new change in this ordinance.

Councilman Petitti MOVED that Ordinance No. 389 entitled: AN ORDINANCE TO AMEND SECTION 19 OF ORDINANCE NO. 268 ENTITLED "AN ORDINANCE PROHIBITING THE THROWING OR DEPOSITING OF LITTER IN PUBLIC PLACES IN THE CITY OF NORTH LAS VEGAS, REGULATING THE DISTRIBUTION OF COMMERCIAL AND NON-COMMERCIAL HANDBILLS; CONTROLLING THE DEPOSITING OF LITTER ON PRIVATE PREMISES; PROVIDING A LIEN FOR CITY CLEARANCE; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS AND OTHER MATTERS PROPERLY RE-LATING THERETO; REPEALING ORDINANCES IN CONFLICT THEREWITH." AND AMENDING SECTION 7.68.370 OF THE NORTH LAS VEGAS MUNICIPAL CODE; PROVIDING A MINIMUM PENALTY FOR THE VIOLATION THEREOF; OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH be PASSED AND ADOPTED and the Mayor be instructed to sign. Councilman Williams SECONDED the Motion.

On the Question: <u>Dorothea Ames</u>, 2541 Webster Street, asked does this apply to the business people as well?

Councilman Petitti stated that it would apply to anyone who is cited under this ordinance and that there had been many tickets issued under the old provision, but with minimal fines of \$3.00 to \$5.00, while with the new provision, there would be a minimum of \$100.00 fines.

Dorothea Ames stated how this would be enforced when children dropped their wrappers, etc., on the front lawns, since they do not carry their litter to their own homes. Perhaps there could be some way of providing litter cans around the schools or where the children stop for a treat. Perhaps the businessmen could be approached to supply litter cans in areas where this creates a problem. Giving me a fine of \$100.00 because of some youngster dropping litter on my front lawn would make me very unhappy.

Councilman Petitti informed Mrs. Ames that some business districts do have litter cans.

Dorothea Ames stated this may be on the property, but like at the drive-ins, you can't expect them to be responsible when youngsters come in to buy something and start walking home with it. If they had litter cans about as long as it takes them to drink a coke, and if you approached our businessmen, I think they would be very much in accord with it. The State provides, they have fines, so they provide a place for you to put it.

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Councilman Cleland stated I think it would be a lot more reasonable if the parents would teach their children to use the cans that are available. Every market and every 7-11 store that I know of do have their litter cans out front and they sweep their front sidewalk at least three times a day all around the litter cans where the kids throw it on the ground.

Dorothea Ames stated they start walking home with these things, they don't wait in the market. They get it and start home.

Councilman Petitti stated that this is something that we could get into, particularly around public buildings in this City. There are a lot of attractive trash containers that could be more readily available. Perhaps we could get some of the businessmen to participate to put trash cans in front of their places.

Florence Poyser, 2537 St. George Street, asked how do you propose to enforce this? You cannot have a patrolman watching this all day. This not only applies to children, but to adults as well who are driving along and throw their cans out of their automobiles. In back of my place there is a collection of beer cans and broken bottles. How do you propose to enforce that?

Mayor Echols stated perhaps publicizing a few instances of the \$100.00 fine from throwing objects from cars, this would start people thinking. Some intelligent application on the part of the city staff will be the answer. Not by fining a child for throwing gum wrappers on a front lawn or fining the party having these wrappers on their front lawn, but an excellent place to start would be right along Smoke Ranch Road. I don't think you would have to fine more than four or five people to get this message across.

Councilman Williams stated the license plate numbers could be obtained and called into the City Hall.

Mayor Echols stated a complaint could be filed, the person prosecuted and have a trial, this could also be effective. I have one question regarding this section and including this one sentence, "a minimum penalty as described by this section shall not be suspended", and since our City Attorney is not present and I don't know the answer, this particular sentence might be null and void.

City Manager Lynch stated this sentence was placed in the ordinance by him because of his concern that the effectiveness of this ordinance change would not result in fines, but in suspended fines and this language is to prohibit this possibility.

Mayor Echols stated the question in my mind is that we are not just drafting an ordinance, but also issuing the judgment, so the necessity for a municipal court.

City Manager Lynch stated that this is the governing body and the legislative body of this city and passes the laws. This law is valid and if the judge finds someone guilty, he cannot impose a fine of less than \$100.00.

Councilman Petitti stated that the judgment is made

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by the judge - we only prescribe the minimum penalty that they should be fined.

Mayor Echols stated when you figure that there is no minimum prescribed penalty for murder, I find it pretty hard to accept minimum prescribed penalty for litter. As far as I know, there is no minimum prescribed penalty, is there?

City Manager Lynch stated there is in the broad general field of law all the way from municipal court such as we're describing here up to the appellate courts of a variety of crimes for which there is a minimum fine. Most notable is legislation passed by the last session of legislature on minimum of punishment for narcotics violations. There are minimum punishments prescribed for many of the major crimes, such as kidnapping and other crimes of violence. The general principle that a legislative body has the right to determine the minimum of punishment upon finding them guilty prevails all the way through the court.

MOTION CARRIED.

FINAL ACTION ORDINANCE NO. 390 ORDINANCE

City Manager Lynch stated that this ordinance had been properly introduced and advertised and now the public AMENDMENT TO LIQUOR was to be heard, after which time a motion to approve would be enacted. This is a specialty kind of license whereby alcoholic beverages may be sold in decorative glass and ceramic decanters as collectors items.

> Councilman Cleland MOVED that Ordinance No. 390 en-AN ORDINANCE TO AMEND ORDINANCE NO. 290 ENTITLED "AN ORDINANCE AMENDING ORDINANCE 174, EN-TITLED 'AN ORDINANCE REGULATING THE DISTRIBUTION AND CONTROL OF INTOXICATING AND ALCOHOLIC LIQUORS AND BEVERAGES; REGULATING PLACES WHERE AND UNDER WHAT CONDITIONS SAID INTOXICATING AND ALCOHOLIC LIQUORS AND BEVERAGES MAY BE BE KEPT, SOLD, GIVEN AWAY OR DISTRIBUTED; PROVIDING FOR PERMITS AND LICENSES; PROVIDING FOR PENALTIES FOR THE VIOLATION OF THIS ORDINANCE; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH. '; AMENDING DEFINITIONS OF TERMS AND LIMITATIONS OF LICENSES BY POPULATION WITH EXCEPTIONS THERETO AND OTHER MATTERS PROPERLY RELATING THERETO, AND DECLARING AN EMERGENCY."; AND AMENDING TITLE III, SECTION 3.12, OF THE NORTH LAS VEGAS MUNICIPAL CODE; BY AMENDING THE DEFINITION OF TERMS AND PROVIDING FOR A LIMITATION OF THE NUMBER OF LICENSES ISSUED; OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH. be PASSED AND ADOPTED and the Mayor be instructed to sign. Councilman Williams SECONDED the Motion. MOTION CARRIED.

FINAL ACTION ORDINANCE NO. AMENDMENT TO CIVIL SERVICE ORDINANCE

Mayor Echols declared the public hearing open and stated this ordinance was for the purpose of exempting the Mayor's secretary from the rules and regulations of the Civil Service Ordinance requirements. Having no comments from the audience, he declared the public hearing closed.

Councilman Cleland MOVED that Ordinance No. 391 entitled: AN ORDINANCE TO AMEND ORDINANCE NO. 302 ENTITLED "AN ORDINANCE REVISING ORDINANCE NO. 185 ESTABLISHING CIVIL SERVICE RULES AND REGULATIONS FOR THE EMPLOYEES OF THE CITY OF NORTH LAS VEGAS, DEFINING THE TERMS, PROVIDING FOR EXAMINATION, DISCIPLINARY ACTION, REPORTS AND RECORDS, CLASSIFICATION AND PAY

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PLANS, AND ALL MATTERS RELATING THERETO, AND REPEALING ALL ORDINANCES IN CONFLICT HEREWITH," AND AMENDING SECTION 2.56.020 OF THE NORTH LAS VEGAS MUNICIPAL CODE be TABLED, for reason that Councilman Waite introduced this ordinance and approval would be pending Councilman Waite's active return to Council duty. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

City Manager Lynch stated, for the record, that no further administrative action will be taken on this item until the tabling motion is disposed of.

RESOLUTION NO. 470 GRANT CONTRACT FOR CODE ENFORCEMENT PROGRAM City Manager Lynch stated that the original budget for the Carey Avenue Code Enforcement Program was passed and adopted some four years ago. In our experience in this program, which is the first of its kind in the country, we found that our estimated amount of money needed for relocation purposes was budgeted too high and our estimated amount of money budgeted for grant payments for rehabilitation to structures was a little too low. In previous Council action, you have moved to approve the change in the budget of \$46,000.00 coming out of relocation and \$46,000.00 going into the rehabilitation grants. This is a resolution which implements that motion.

Councilman Pettiti introduced a resolution which was read by title and the text of which resolution is as follows:

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#### RESOLUTION NO. 470

## RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF A PROPOSED GRANT CONTRACT FOR CODE ENFORCEMENT PROGRAM NO. NEV. E-1, FOURTH AMENDATORY

WHEREAS, under Section 117 of the Housing Act of 1949, as amended, the United States of America (herein called the "Government") has tendered to the City of North Las Vegas (herein called the "Grantee"), a proposed Grant Contract for Code Enforcement Program under which the Government agrees to make a Grant to the Grantee to aid in financing a project, designated Program No. Nev. E-1; and

WHEREAS, the Grantee has given due consideration to said proposed Contract; and

WHEREAS, the Grantee is duly authorized, under and pursuant to the Constitution and laws of the State of Nevada, to undertake and carry out said Program and to execute such proposed Contract.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, AS FOLLOWS:

Section 1. The proposed Contract, designated Fourth Amendatory Grant Contract for Code Enforcement Program No. Nev. E-1 (G), consisting of Parts I and II, under and subject to the provisions, terms, and conditions of which the Government will make a Code Enforcement Grant under Section 117 of the Housing Act of 1949, as amended, to the Grantee to aid in financing the cost of a project, designated Program No. Nev. E-1 (G), situated in the City of North Las Vegas, County of Clark, State of Nevada, is hereby in all respects approved.

Section 2. The Mayor is hereby authorized and directed to execute said proposed Contract in two counterparts on behalf of the Grantee, and the City Clerk is hereby authorized and directed to impress and attest the official seal of the Grantee on each such counterpart and to forward such counterparts to the Department of Housing and Urban Development, together with such other documents relative to the approval and execution thereof as may be required by the Government.

Section 3. The City Manager of this Grantee is hereby authorized to file requisitions, together with necessary supporting documents, with the Government, from time to time as Grant funds are required, requesting payments to be made to it on account of the Grant provided for in the Contract, and to do and perform all other things and acts required to be done or performed in order to obtain such payments.

Section 4. The Grantee agrees to abide by all of the provisions, terms, and conditions of said Contract.

Section 5. This Resolution shall take effect this 2nd day of September 1969.

EUGENE V. ECHOLS, Mayor

ATTEST:

SHIRLEY A HANSELL, City Clerk

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City Clerk Hansell announced that she had distributed copies of Resolution No. 470 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Petitti MOVED that Resolution No. 470 entitled RESOLUTION APPROVING AND PROVIDING FOR THE EXECUTION OF A PROPOSED GRANT CONTRACT FOR CODE ENFORCEMENT PROGRAM NO. NEV. E-1, FOURTH AMENDATORY be PASSED AND ADOPTED and the Mayor be instructed to sign. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

COOPERATIVE AGREEMENT HUMAN

Councilman Petitti MOVED for approval of the cooperative agreement for the Human Relations Commission and RELATIONS COMMIS-instructed the Mayor to sign. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

LEGAL SERVICES ATTORNEY WILLIAM S. BARKER

City Manager Lynch stated this was previously approved by Motion of Council at which time Councilman Williams abstained because the motion before was worded that Mr. Barker be retained on the same terms and conditions as the previous legal counsel. This letter outlines the continuation of the same terms and conditions and we ask for a motion of approval as a matter of record.

Councilman Williams MOVED to approve to retain William S. Barker as legal counsel in the case of the City of North Las Vegas vs. Somers at the fee of \$50.00 per hour and assistance from the City's Legal Department as well as other departments wherever necessary to gather proper information. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

GRANT, BARGAIN, SALE DEED -STUN

Councilman Petitti MOVED to TABLE the Grant, Bargain, Sale Deed of LaVell Johnstun and Laura M. Johnstun for LAVELL JOHNSTUN one week for reason that one part is not clear, that is, & LAURA M. JOHN- granting of the selling of the lot, "Save and excepting that portion of said Lot 17, Block 14, as recorded in Document No. 752570 in Book 937, dated March 20, 1969", for which we do not have the answer now as to what this exception is. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

GIFT BILL OF SALE PHOEBE L. POTTER 1304 CAREY AVENUE

Councilman Cleland MOVED that the Gift Bill of Sale of Phoebe L. Potter, 1304 Carey Avenue, Lot 8, Block 7, Bellview Tract #2, be ACCEPTED and a letter of thanks be written. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

WAIVER OF LICENSE FEE JAYCEES "MERCHANT DAYS"

Councilman Petitti MOVED to waive the license fee for the North Las Vegas Jaycees "Merchants Days". Council-NORTH LAS VEGAS man Williams SECONDED the Motion. MOTION CARRIED.

> Bill Hill, 3425 Tabor, stated we will make approximately \$500.00, the equal amount of what the license fees would cost us, if enforced.

ASSIGNMENT OF SCHEDULE - COM-LIASON OFFICER

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City Manager Lynch stated that in the past we have im-POSITION TO WAGE posed on Captain Munsell to perform duties that were not included in his job description. We are asking you to MUNITY PROJECTS expand the description of the work; the assignment of the wage scale is exactly the same as that for the Civil Defense Director.

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Councilman Cleland MOVED to APPROVE the assignment of the position of a Community Projects Liaison Officer to the wage schedule. Councilman Williams SECONDED the Motion. MOTION CARRIED.

WRITTEN REQUEST TO APPEAR BEFORE COUNCIL - W. J. LENHART Councilman Williams MOVED to WAIVE this item from the agenda. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

SUBDIVISION AGREE-MENT PARK NORTH SUB. NO. 3 Councilman Petitti MOVED to APPROVE the Subdivision Agreement of Park North Sub. No. 3 with Ralph Lewis Building Co., Inc. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

Councilman Petitti MOVED to APPROVE the Agreement in Lieu of Bond for Park North Subdivision No. 3, with Ralph Lewis Building Co., Inc., and First National Bank of Nevada in the amount of \$7,590.60. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

MOTION TO REAPPLY TO THE GENERAL OB-LIGATION BOND COM-MISSION - CHEYENNE WATER MAIN PROJECT Councilman Cleland MOVED to APPROVE reapplication to the General Obligation Bond Commission for the Cheyenne Water Main Project. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

CHANGE ORDER NO. 3 CIVIC CENTER DRIVE STREET IMPROVEMENTS

Councilman Petitti MOVED to APPROVE the Change Order No. 3 on Civic Center Drive Street Improvements in the amount of \$2,554.20. Councilman Williams SECONDED the Motion.

On the Question: Councilman Petitti stated it should be noted that the final as-built contract calls for \$178,897.21. The original contract amount is for \$194,883.65. This is a savings of \$16,000.00.

Councilman Cleland questioned if this was \$16,000.00 under the contract, why is a change order to increase necessary?

City Manager Lynch stated the items here are to round out for the purposes of our report to the Regional Street and Highway Commission the exact quantities in unit prices of the final as-built amounts. We did not use the full quantities in all categories, but in some categories, we did use a little more and in some a little less.

#### MOTION CARRIED.

ZN-13-69 PLANNING COMMISSION R-1 to C-2 RESOLUTION NO. 471 Mr. Lynch stated this was to permit the construction of a 20,000 square foot discount market on Evans Avenue just West of Salt Lake Highway. This was approved by the Planning Commission and in the case of their approval, they accepted the idea of a bond being put up instead of a block wall. The original approval recommended by the Planning staff is listed in the memo and includes the absolute construction of a six foot block wall along the side and rear property lines.

Councilman Petitti stated we should have a six foot block wall now. It may be years and years to come before any of that property adjacent to them would be developed. I would like to see on this Resolution No. 471, Item 5, the sentence at the bottom of the page, "A bond being posted to guarantee

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the construction of said walls if the adjacent property is developed in a residential manner. Said wall to be constructed at the time of the development of the adjacent property" stricken and allow Item 5 to read, "Construction of a six (6) foot block wall along the side and rear property lines as indicated on the plot plan."

Mr. Dave Boyer, 214 Las Vegas Boulevard South stated part of this property is C-2 and has been since the whole City was rezoned. Part of the property, the pie-shaped piece, was R-1 and left sitting by itself. There were no plans for development of the balance of the property. It would be an economic hardship to put up this block wall. In our discussions with Planning, the City has said they will want a road through this joined to the North end of Mountain Shadows Estates. Do you know if a road will go in tomorrow or what will be built there? The Northwest boundary will be paralleled by the road. The property behind is C-2, the point for the wall is R-1 or individual dwellings. If we do come in with plans which will call for apartments, you have the bond and we will have to put it on.

City Manager Lynch questioned Mr. Boyer if he owned all of the land from this property development over to the house at this present time.

Mr. Boyer replied yes, I do.

Councilman Cleland requested that a letter be given to the City along with this Bond indicating this rightof-way.

City Manager Lynch stated a dividing line was needed between the commercial and residential areas.

Councilman Petitti MOVED to TABLE the application for a Zone Change from R-1 to C-2 by the Planning Commission, ZN-13-69, on property legally described as:

A portion of the SW4, Section 13, Township 20 South, Range 61 East, located on the east side of Evans Avenue, approximately 300 feet northwesterly from the Salt Lake Highway, until the meeting of September 8, 1969. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

ZN-14-69 PLANNING COMMIS-SION R-1 to R-4

Councilman Cleland MOVED to APPROVE the application for a Zone Change to reclassify from R-1 to R-4 (Apartment Residence) to construct apartment build-RESOLUTION NO. 472 ings, on property described as:

> Lots 1, 2, and 3; Block 8, Solar Subdivision located on the east side of Civic Center Drive, north of Mary Dee Avenue

> subject to the owner paying the assessments on Lot 1, in the amount of \$1,683.29; Lot 2, \$1,683.39; and Lot 3, \$2,826.84, and provisions of Resolution No. 472, i.e., "This Resolution of Intent be restricted to a one (1) year time limit; and submission of final plans to the Commission prior to construction. These plans to contain all necessary parking, landscaping, etc."

Councilman Petitti SECONDED the Motion.

On the Question:

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City Manager Lynch stated these amounts of assessments are principal amounts and the interest would have to be calculated on the closing of the transaction.

John Schneider - Representative of Western Land and Mortgage Company stated he is the present owner of these three properties and they have never been owned by First Western Savings and Loan. These properties are now in escrow and the title will be signed and delivered next week to Western Land and Mortgage Company. I would prefer to pay over a period of time, but, if necessary, this could be paid out of a construction loan. I would be in a better position to pay over a period of time.

#### MOTION CARRIED.

City Clerk Hansell announced that she had distributed copies of Resolution No. 472 to each Councilman, the Mayor, and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Cleland MOVED to APPROVE Resolution No. 472 entitled: RESOLUTION OF INTENT TO RECLASSIFY PROPERTY FROM R-1 to R-4 with the addition to the resolution of paying the assessments on Lot 1, in the amount of \$1,683.29; Lot 2, \$1,683.39, and Lot 3, \$2,826.84, and the Mayor be instructed to sign. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

ZN-13-69 PLANNING COMMISSION R-1 to C-2 RESOLUTION NO. 471

RECONSIDERATION OF Councilman Petitti MOVED to APPROVE the application for a Zone Change from R-1 to C-2 by the Planning Commission, ZN-13-69, on property legally described

A portion of the  $SW_4$ , Section 13, Township 20 South, Range 61 East, approximately 300 feet northwesterly from the Salt Lake Highway

for the construction of a block wall, in lieu of the previous TABLING Motion. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

City Clerk Hansell announced that she had distributed copies of Resolution No. 471 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council Meeting, and that several copies are on file in the office of the City Clerk for public examination, and further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Petitti MOVED to APPROVE Resolution No. 471, entitled: A RESOLUTION OF INTENT TO RECLASSIFY PROPERTY FROM R-1 TO C-2, with the exception of the last two sentences, in Item 5, of the stated Plan-ning Conditions, i.e., "A Bond being posted to guarantee the construction of said walls if the

adjacent property is developed in a residential Said wall to be constructed at the time of the development of the adjacent property," and the Mayor be instructed to sign. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

VN-6-69 SAMUEL PELL, JR. PLANNING COMMIS-SION VARIANCE -SIDE YARD

Councilman Petitti MOVED that the application to construct a patio roof to within 3 feet, 6 inches of the side property line, where six (6) feet is required (VN-6-69) by Mr. Samuel Pell, Jr., on property described as:

Lot 14, Block 7, Ivanhoe Tract

be APPROVED. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

ARCH-7-69 BUSHNELL, J. PLANNING COMMIS-SION - ONE MAN SNACK-BAR OPERA-TION

City Manager Lynch stated this building was designed primarily to attract pedestrian traffic and approval should be subject to the requirements of the Fire, Building and Health Departments.

Councilman Petitti MOVED to APPROVE the application for a one-man snack-bar operation located at 1601 North Main Street, in a C-2 Zone, subject to compliance with the Building and Fire Codes and approval of the Health Department, pending one hour fire wall construction, and must be set 20 feet from the existing buildings on the site and 20 feet from the east property line. Councilman Cleland SECONDED the Motion.

On the Question:

Mr. Larry Grubb - 2700 Woodard - stated this is on that corner again. Could you give me the findings of Urban Renewal? Does the Council feel that this will benefit the City? There should be something nice set up in these places.

City Manager Lynch stated there were no objections from the Urban Renewal Department, providing this meets with the City codes and Health Department requirements. The decision as to how much of the Rose Garden area was to be demolished and made into monuments was decided a long time ago. This was done by master plan and this plan designates this will continue to be used as a C-2 zone.

Councilman Petitti asked if Mr. Grubb was objecting to this business going in.

Mr. Larry Grubb stated yes, I am objecting to it. I think there should be a nice looking building in here, mainly because it is on the corner.

MOTION CARRIED.

L-118 FINAL MAP PLANNING COMMIS-SION

HOLIDAY PARK NO. 4 City Manager Lynch stated the Council had previously approved a tentative map on this. At that time there was a question of the exact square footage equal to the code. Each lot is up to the standard of 6,000 square feet.

> Councilman Cleland MOVED for APPROVAL of the Final Map for Holiday Park No. 4, L-118, consisting of 46 lots, on property described as:



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A portion of the SW4, NW4, Section 18 Township 20 South, Range 62 East, located on the south side of Geist Avenue, between Pecos and Sandy Lane.

Councilman Williams SECONDED the Motion. MOTION CARRIED.

NORTH HIGHLAND Councilman ESTATES of North H County Referral - (6,000 squ County Map - PLAN- cribed as: NING COMMISSION

Councilman Cleland MOVED to APPROVE the Final Map of North Highland Estates consisting of 52 lots (6,000 square feet each in area) on property described as:

A portion of the NW $_4$ , Section 7, Township 20 South, Range 62 East. Located on the east side of Pecos and north side of Gowan Road.

Councilman Petitti SECONDED the Motion.

This map had been referred by the County Planning Department for our recommendations and that this is one unit of an overall 160-acre development which is planned for construction.

On the Question:

Mr. Larry Grubb stated due to the water shortage and service, I would ask the Council that they shouldn't accept this.

Mayor Echols stated we have indicated twice in this meeting that we are making haste to develop our water system. We feel very certain in the period allocated to us and by the time summer rolls around, we should have this water problem solved.

Mr. Grubb stated this project is 160 acres and this is only a small portion of that area. There are 6,000 lots in this development and they have a 20' setback in the front yard. By accepting this, when annexed with the Lamb annexation, you are accepting the fact that these houses only have 20-foot setbacks and they are in violation of code.

City Manager Lynch stated this area is in the County at the present time. The owners have made application to be annexed to the City. The County requires less setback and larger back yard areas than we do. Any new homes built would have the minimum 25-foot setback and smaller back yards. After annexation it will be according to our code regulations on new structures. Any valid objections can be made to the County at the time of annexation, at which time the County has the right to accept your objection.

Councilman Cleland stated this is very serious because a few months back we were turned down on our water bond. We could stop issuing building permits and stop the growth of the city, but the City Council's job is to encourage the growth of this city and to do our best to keep the water system up. In 1959-60 our water system was unable to be kept up with and now with our rapid growth, we cannot keep up.

MOTION CARRIED.

RN-7-69
A. L. Long - DEED
OF DEDICATION
PLANNING COMMISSION

Councilman Cleland MOVED to ACCEPT the decd of dedication for property described as:

A portion of the South 50.00 feet of the North 70.00 feet of Government Lot 1, Section 18, Township 20 South, Range 62 East. Located on the southeast corner of Pecos Boulevard and Cheyenne Avenue

from Mr. A. L. Long and that portion not needed be Quitclaimed to Mr. Long as recommended by the staff. Councilman Williams SECONDED the Motion. MOTION CARRIED.

VAC-1-69
LAKE GATEWAY
CORPORATION
PLANNING COMMISSION

Councilman Petitti MOVED to ACCEPT the petition to vacate and abandon property described as:

A portion of East Vegas Tract Subdivision situate in the Southeast Quarter ( $SE^{1}_{4}$ ) of Section 13, Township 20 South, Range 61 East, M.D.B.&M. and

directed the City Clerk to advertise for a Public Hearing on October 6, 1969, and ordered the rights-of-way posted. Councilman Williams SECONDED the Motion. MOTION CARRIED.

ARCH -8-69
GULF OIL COMPANY
PLANNING COMMISSION

Councilman Petitti MOVED to APPROVE the architectural review of clans for a service station (ARCH-8-69) on property described as:

A portion of the  $NW_4$ , Section 14, Township 20 South, Range 61 East. Located at the southwest corner of Cheyenne Avenue and Losee Road in an M (Industrial) Zone.

in conformance with Planning recommendations, i.e., general conformity to the plans as submitted, provision and maintenance of a minimum of six (6) foot of landscaping along Losee Road and Cheyenne Avenue property lines except for permitted drives, and that this would also constitute approval of the signs that are in conformity with ordinance provisions. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

LICENSES

Councilman Williams MOVED that the Licenses as presented on September 2, 1969, be APPROVED as follows:

- 1. Philip M. Drew dba Leader Apartments
  2207 Ellis Street
  Type: Apartment Rentals
  Formerly: George Kennedy
- 2. Doyle B. Norton dba North Las Vegas Imported Car Service 2404 Las Vegas Blvd. North Type: Garage Formerly: John W. Stewart
- 3. P & P Corporation dba Cap'n Hooks Fish N Chips 820 East Lake Mead Blvd. Type: Restaurant, Carry out food sales
- 4. Harry Van Deussen dba American Carpet Cleaners 2600 Mesquite Street, Las Vegas, Nevada Type: Trucking (1) truck, Carpet cleaning & janitorial service.

5. Don Ricco dba Adams T. V. 1805 East Charleston Blvd., Las Vegas, Nevada Type: Trucking (2) trucks, Television Repair

6. Carl Coombs dba Coombs Enterprises, Inc. 2120 "G" South Highland, Las Vegas, Nevada Type: Trucking (1) truck, Service of automatic pool cleaners

7. Jerry A. Boone dba Dan'l A. Boone Products 1515 Western Avenue, Las Vegas, Nevada Type: Trucking (2) trucks, Egg delivery

8. Rex L. Jensen dba Rex L. Jensen Gen. Contr. 1325 North Main Street, Las Vegas, Nevada Type: Contractor, State #7328 B, General

Councilman Petitti SECONDED the Motion. MOTION CARRIED.

ADJOURNMENT 8:50 P. M. Councilman Cleland MOVED that the Meeting be ADJOURNED to September 8, 1969, at 7:00 P. M. Councilman Petitti SECONDED the Motion. MOTION CARRIED.



- Erection of 6 foot cyclone fence on North and South sides.
- Compliance with Fire Prevention Ordinance.

That they comply with these conditions within a thirty day period and in the event they have not complied, there, be an Order to Show Cause Hearing held January 17, 1966 to show cause why their license should not be revoked; that the office address of Dal Fante Auto Wrecking is 2201 Losee Road and the place of operation of this business will e that area Bast of Dosee Road, South of AA-Row and limited on the South edge by Lake Mead Boulevard.

Mayor Taylor relinquished the gavel to Councilman Myers.

Mayor Taylor SECONDED the Motion. MOTION CARRIED.

Councilman Myers returned the gavel to Mayor Taylor.

The Council directed the City Attorney to prepare for Council consideration an Ordinance that would extend architectural supervision controls to all businesses in the salvage yard category regardless of how long they have been in business.

PINAL PAYMENT & RELEASE OF BOND -SIAD #12 - S & R CONCRETE CONST. COMPANY C #171

Councilman Myers stated he had inspected this sidewalk construction and generally the work is fairly good. There are some places where the sidewalks and driveways do not meet correctly and where the expansion joints are too high. The concrete work itself is satisfactory.

Mayor Taylor stated that, in the future, the specifications set forth that the expansion joints will not be above the elevation of the finished sidewalk.

Councilman Myers MOVED that the final payment to S & R Concrete Construction Company in the sum of \$2,018.68 for construction of sidewalks in Special Improvement Assessment District No. 12 be APPROVED and the bond of United States Fidelity and Guaranty Company in the amount of \$99,898.90 be RELEASED. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

REPORT ON LIEN **AGREEMENTS** 

This item was for Council information only.

DISPOSAL TRANSPOR-TATION, INC.

RENEWAL OF CONTRACT The Council acknowledged receipt of the Election of Contractor to renew Contract to Collect and Dispose of Garbage from Disposal Transportation, Inc. dated November 26, 1965.

CLAIM AGAINST CITY DELMAR BRIDGES -REPAIRING DAMAGED AUTOMOBILE

Councilman Claland MOVED that the claim of Delmar Bridges against the City for a damaged automobile caused by a "roadbed collision" at the intersection of Miller Avenue and the Union Pacific Railroad tracks where there were large holes in the street washed by heavy rains on November 17, 1965 be DENIED. Councilman Myers SECONDED the Motion. MOTION CARRIED.

FINAL PAYMENT & RELEASE OF BOND -JACK PETITTI PARK BACKSTOP

Councilman Myers MOVED that the final payment to Las Vegas Pence Company in the amount of \$87.45 for construction of one backstop at the Jack Petitti Park be APPROVED and the bond be RELEASED. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

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Mr. Metten stated his company has fourteen new pieces of equipment to replace the entire equipment presently on hand. Six of them are to arrive this week and the other eight within a week to ten days. These busses will be put into operation as soon as they are painted and lettered appropriately. He stated he had read the survey taken of the bus service in North Las Vegas, and his company is working on some changes to be submitted to Council for approval, which should give the residents of North Las Vegas better service.

Mayor Taylor asked that the company consider one intra-line in the City in the future tra/el schedules of the area so that more residents will start riding the bus.

Mr. Méttén stätèd his company is presently studying this possibility.

Councilman Kelly inquired about minimum ates for persons traveling from one point to another point in North Las Vegas rather than going into Las Vegas and whether any consideration has been given for bus service from North Las Vegas to Nellis Air Force Base.

Mr. Metten stated that possibly the fare could be changed to a minimum of 25¢ rather than the present 35¢. The Las Vegas-Tonopah bus serves the Nellis area and is not allowed to stop anywhere between Las Vegas and Nellis. He stated his company is interested in serving Nellis and would be happy to work with the City in setting up such a schedule.

Councilman Myers MOVED that the Council colour in the change of name from Vegas Transit Company to Las Vegas Transit Systems, Inc. Councilman Cleland SECONDED the Motion. MOTION CARRIED

DÍSPOSAL TRANSPORTA-TION CO. CONTRACT (A-46) City Manager Lynch referred to the letter dated September 15, 1965 directed to the City Council from Disposal Transportation, Inc. giving notice of their intention to renew their contract for a period of five years. This letter was referred to the City Attorney for a legal opinion and a Motion is needed authorizing a letter be issued to Disposal Transportation, Inc. in accordance with City Attorney Barker's opinion.

Councilman Myers MOVED that a letter be transmitted to Disposal Transportation, Inc. advising they are in default of their contract and giving them sixty (60) days' notice in which to comply with Paragraph XXII of the contract dated October 7, 1957 between the City of North Las Vegas and Disposal Transporation, Inc., said Paragraph XXII being as follows:

"The Contractor shall during each year of the contract make an annual report to the City of awing the amount of its receipts, and disbursements, and such other details with reference to its income, expenditures and operations, as may be required by the City for the purpose of ascertaining the cost of operation profits derived, and the manner and extent of its operation."

Councilman Cleland SECONDED the Motion. MOTION CARRIED

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for the installation and storage of said decorations. Councilman Bulloch SECONDED the Motion. MOTION CARRIED.

REQUEST FOR RATE INCREASE-DISPOSAL TRANSPORTATION CO. Councilman Petitti MOVED that the request for rate increase by the Disposal Transportat on Company be TABLED and that a copy of the Fin nce Department's memorandum be mailed to the Disposal Company. Councilman Bulloch SECONDED the Motion.

MOTION CARRIED:

PROPOSAL JOE'S BAR

City Manager Lynch explained that the City needs 71 ft. off the front of the property at Belmont and College, and about 20 ft. on the Belmont and Stats side of the same property. He presented a proposal from Joe's Ber which agreed to exchange this property for Lot 2 in Block 50 of East Vegas Tract:

Councilman Petitti MOVED that the proposal made by Joe's Bar for the exchange of property as listed above be TABLED and referred to the City Attorney for recommendation. Councilman Myers SECONDED the Motion. MOTION CARRIED.

PLANNING VARIANCE-VN-21-62 EVERETT L. COOK Councilmen Myers explained that a variance had been requested by Everett L. Cook to construct eight dwelling units on a lot soned for seven, on property legally described as: The South One Hundred feet of Lot One in Block Forty-two of a rowhead Acres Tract.

Councilman Myers MOVED that in accordance with the recommendation of the Planning Commission the variance application of Everett L. Cook to construct eight dwellings on a lot zoned for seven on property legally described as: The South One Hundred Feat of Lot One, Block Forty-two of Arrowhead Acres Tract be approved, with the following conditions:

- 1. The revision of the parking to the straight backout arrangement similar to the existing practice in Arrowhead Acres.
- 2. Subject to the concurrence of the Planning Director on the building plans regarding the tyling together of the two units.

Councilman Petitti SECONDED the Motion. MOTION CARRIED.

VAR JANCE-VN-22-62 WILL JAM RESSLER Councilman Myers said that a variance to permit outside storage of limited materials and equipment at 3400 E. College Avenue between Brand and Menneth Avenues had been requested by William Resiler and recommended for approval by the Planning Commission.

Councilman Myers MOVED that the variance application of William F. Ressler to permit outside storage of limited materials and equipment at 3400 E. College Avenue on property legally described as Lot 23, Block 51, East Vegas Tract be approved For a period of not more than 12 months. Councilman Kelly SECONDED the Motion.

On the Queston: Councilman Petitti said hat he was not in favor of outside storage of heavy quipment in this area. Councilman Myers pointed ou that excepting for the heavy equipment storage, his company is in a correctly zoned area to operate this business.

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APPROVAL OF MINUTES JULY 7, 1969 Councilman Cletand MOVED that the Minutes of the Regular Meeting of July 7, 1969 be APPROVED as corrected. Councilman Williams SECONDED the Motion.

On the Question: City Manager Lynch stat d Councilman Waite attended the meeting of the Regional Planning Council and they accepted the responsibility of making this study and appointed a sub-committee composed of Personnel Directors of the local governments to serve in an advisory capacity in this study. Mrs. Pivoda will be our representative for such a study.

MOTION CARRIED.

JULY 14, 1969

Councilman Cleland MOVED that the Minutes of the Adjourned Regular Meeting of July 14, 1969 be APROVED as corrected. Councilman Petiti SECONDED the Motion. MOTION CARRIED.

JULY 21, 1969

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Councilman williams MOVED that the Minutes of the Adjourned Regular Meeting of July 21; 1969 be APPROVED as written. Councilman Cleland SECONDED the Motion: MOTION CARRIED.

REQUEST FOR INCREASE Mayor Echols stated I think we deferred this IN GARBAGE RATES request for a report from the Staff. Can you BY DISPOSAL TRANS- give us such a report?
PORTATION, INC.

City Manager Lynch replied the only thing we can report is that Pinance has reviewed the figures and do concur that their figures do represent a right to increase the contract rate under the terms of the existing contract. The item of \$.41 additional for additional service offer d for large pick-ups once a month is a matter of pólicy more than a Staff matter. The figure does seem in line with the service offered. The decision as to whether the people of this City want the service should be made by their representatives or by them at a public meeting. City of Las Vegas aid approve the increase in principle and instructed the City Attorney to prepare an ordinance to implement that decision. If Council is favorably inclined, your only action would be for the City Attorney to be instructed to prepare an ordinance for public hearing for the first meeting in October.

Councilman Petitti stated I talked to the Engineer from the County and he indicated to me that they will approve this same increase in the County.

Councilman Petitti MOVED that the request for an increase in garbage rates by Disposal Transportation. Inc. be APPROVED IN PRINCIPLE and instruct the City Attorney to write an ordinance and instruct the City Manager to ask the disposal company to spell out how often they will pick up this trash and put into this agreement that we will revie the services for the \$.41 at the end of the twelve-month period. Councilman Cleland SECON ED the Motion.

On the Question : Councilman Petiti stated if we review and find they are not doing the job we review and find they are not doing the job they say they will do, we can change the agreement. In talking to Mr. Isola he did tell me that this will be on a will-call basis and not, just once a month. Any time a citizen of the City has bulky objects, they will pick them up - even trees if cut to the right length to pick up in a dump truck - and i want it understood in the agreement that this will be agreement that this will be agreement leving around the serve our murrouse to have trees leving around the serve our purpose to have trash laying around for a

Councilman Williams stated I personally think this is a very good idea but I don't believe the people when they tell us that they will come around where ever and whenever we call them. we have some way of pinning them down and let this be a public discussion I think we should go a step further and have a meeting with these people and let them tell us what they are willing to do and can do. In this proposal here there are so many loopholes they can come back in six months or a year and say they underestimated the cost. The cost of living went up, the population grew more than they anticipated, etc. I would go along with this if we have some way of curtailing this type of possibility.

City Manager Lynch asked would it suit Council to invite members of this company to our September 2 meeting? It would be appropriate to have a general discussion during the introduction of the ordinance. That is thirty days before you would take action and pass this ordinance.

Councilman Williams stated that might be too late.

MOTION CARRIED.

INTRODUCTION ONLY OF RESOLUTION #468, LOAN FOR CHEYENNE WATER MAIN PROJECT

Councilman Cleland introduced Resolution No. 468 entitled a resolution to approve a temporary TEMPORARY EMERGENCY EMERGENCY LOAN TO THE CITY OF NORTH LAS VEGAS TO FINANCE VITALLY NEEDED EXPANSION OF ITS WATER DISTRIBUTION SYSTEM.

> Mayor Echols directed the City Clerk to publish a Notice of Intent to Consider for the September 2, 1969 meeting.

City Manager Lynch stated this is to pay for producing four million gallons per day at the Desert Aire Estates Well and correcting the Windsor Park and Regal Estates problems and it would take care of the major number of our customers and the connection point in the future for the Southern Nevada Water Project. It will be advertised by the City Clerk for consideration and passage on September 2.

Mayor Echols asked would it be a public hearing at that meeting, also?

CC - 8-18-69

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Councilman Waite SECONDED the Motion. MOTION CARRIED.

REQUEST FOR INCREASE IN GARBAGE RATES BY DISPOSAL TRANSPORTATION, INC.

PROPOSAL FOR AUTOMOBILE RACING PACILITY

INTRODUCTION ONLY ORDINANCE #390, RESTRICTED LIQUOR LICENSES

Councilman Waite MOVED that the request for an increase in garbage rates by Disposal Transportation, Inc. be TABLED for one week for staff recommendations: Councilman Williams SECONDED the Motion. MOTION CARRIED.

Councilman Cleland MOVED that the proposal or an automobile racing facility be TABLED for a eport from the Recreation Advisory Board and the . taff. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

Councilman Petitti introduced Ordinance No. 390 entitled an ordinance to amend ordinance no. 290 ENTITLED "AN ORDINANCE AMENDING ORDINANCE 174" ENTITLED AN ORDINANCE REGULATING THE DISTRIBUTION AND CONTROL OF INTOXICATING AND ALCOHOLIC LIQUORS AND BEVERAGES REGULATING PLACES WHERE AND UNDER WHAT CONDITIONS SAID INTOXICATING AND ALCOHOLIC LIQUORS AND BEVERAGES MAY BE KEPT, SOLD, GIVEN AWAY OR DISTRIBUTED: PROVIDING FOR PERMITS AND. LICENSES: PROVIDING FOR PENALTIES FOR THE VIOLA-TION OF THIS ORDINANCE: AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH!; AMENDING DEFINITIONS OF TERMS AND LÍMITATIONS OF LICENSES BY POPULATION WITH EXCEPTIONS THERETO AND OTHER MATTERS PROPERLY RELATING THERETO, AND DECLARING AN EMERGENCY."; AND AMENDING TITLE III, SECTION 3.12. OF THE NORTH LAS, VEGAS MUNICIPAL CODE: BY AMENDING THE DEFINITION OF TERMS AND PROVIDING FOR A LIMITA -TION OF THE NUMBER OF LICENSES ISSUED; OTHER MATTERS PROPERLY RELATING THERETO; AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN COMPLICT HEREWITH.

Mayor Echols directed the City Clerk to Advertise Ordinance No. 390 for final action on September 2, 1969.

Councilman Cleland MOVED that the Administrative Staff be DIRECTED to follow the provisions of Ordinance No. 390 although it will not technically be in full force and effect until September, Councilman Petitti SECONDED the Motion. MOTION CARRIED.

REQUEST POR FRONT YARD PARKING BY MRS. ELSIE JENKINS

Councilman Petitti MOVED that the request for front yard parking by Mrs. Elsie Jenkins be GRANTED. Councilman Williams SECONDED the Motion.

On the Question. Mayor Echols stated we have an unusual situation here and the Planning Staff recommended that the parking area be surfaced with all-weather surfacing,

Councilman Petitti stated this is the Staff Recommendation. What is the recommendation of the Planning Commission?

pg. 202. Augus 4, 1969

THE OFFICERS OF SAID CITY DIRECTED TOWARD THE ACQUISITION OF CERTAIN IMPROVEMENTS IN SAID. DISTRICT AND THE ISSUANCE OF SAID LOCAL IMPROVEMENT BONDS AND EFFECTING THE PURPOSES OF THEIR ISSUANCE; PROVIDING FOR THE ISSUANCE AND SALE. OF SAID BONDS; AND PRESCRIBING THE FORM OF SAID BONDS AND OTHER DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO BE PASSED AND ADOPTED and the Mayor be authorized to sign. Councilman Petitti SECONDED the Motion. NOTION CARRIED.

COMSOLIDATION OF UTILITY FUND BANK ACCOUNT

Councilian Petitti MOVED that the consol dation of the Utility Pund Bank Account be TABLED. Councilian Cleland SECONDED the Motion. OTION CARRIED.

RESOLUTION #465, REPURD OF WATER, SEMER, GARBAGE DEPOSITS Councilman Cleland explained that this is simply changing our original resolution to inform the public at what point the deposit will be refunded.

City Clerk Pivode announced that she had distributed copies of Resolution No. 465 to each Councilman, the Mayor and the City Manager, and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and, further, that additional copies are available for examination by the public at this time in the Council Chambers.

Councilman Cleland MOVED that Resolution No. 465 entitled A RESOLUTION ADOPTING A SCHEDULE OF WATER, SEVER AND GARBAGE DEPOSITS, REPEALING RESOLUTION NO. 298, AND OTHER MATTERS PROPERLY RELATED THERETO was PASSED AND ADOPTED and he Mayor be authorized to sign. Councilman Wi liams SECONDED the Motion. MOTION CARRIED.

REPURDING AGNT.
FOR WATER SERVICE
WITH JOHN REPLOGLE
\$2,362.81
A # 350

Councilman Petitti MOVED that the Refunding Agreement for water service with Mr. John Replogle be APPROVED in the amount of \$2,362.81, \$663.70 of which represents the normal water connection fees, and \$1,699.11 of which represents the additional cost of extending the water main to the property and the Mayor be authorized to sign.

Councilman Waite SECONDED the Motion. MOTION CARRIED.

REQUEST FOR WAIVER OF LICENSE PEE SALVATION ARMY THRIPT SHOP

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Councilman Williams MOVED that the request for a waiver of license fee for the Salvation Army Thrift Shop be TABLED. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

cc - 7-7-69 July 7,

Public Hearing Resolution #298 Establishing Water, Sewer & Garbage Utilities Deposits

Deputy City Clerk Hansell announced that she had distributed copies of said resolution to each Councilman, the Mayor and the City Manager; and that she posted one copy of said resolution on the bulletin board located in the City Hall prior to the commencement of the Council meeting, and that several copies are on file in the office of the City Clerk for public examination, and further: that additional copies are available for examination by the public at this time in the Council Chambers.

Mayor Taylor declared the Public Hearing open and asked if anyone in the audience wished to speak. As no one wished to speak, the Public Hearing was closed.

Councilman Myers MOVED that Resolution No. 298 entitled A RESOLUTION ADOPTING A SCHEDULE OF WATER, SEMEN AND GARRAGE DEPOSITS, REPEALING RESOLUTION NO. 94, AND OTHER MATTERS PROPERLY RELATED THERETO be PASSED AND ADOPTED and the Mayor be authorized to sign. Councilman Cleland SECONDED the Notion. MOTION CARRIED.

AWARD OF CONTRACTS SPRINKLER SYSTEM FOR CIVIC CENTER DRIVE (MEDIAN ISLANDS) C #201 Councilman Myers MOVED that the contracts for a sprinkle system for Civic Center Drive (median islands) be AMARDED to Law Vegas Landscaping and Sprinkler Company in the amount of \$5,500.00. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

COMPREHENSIVE GENERAL LIABILITY INSURANCE C \$202 Councilman Myers MOVED that the contract for comprehensive general liability insurance be AMARDED to the Harley E. Harmon Insurance Agency in the amount of \$20,150.00 annually for non-permanent coverage, \$2,000.00 annually for "excess umbrella" coverage, and \$1,249.00 annually for "contractors" equipment floater" coverage. Councilman Petitti SECONDED the Motion. MOTION CARRIED.

OME USED CATER-PILLAR MODEL DE DIESEL CRAWLER TRACTOR Councilman Petitti MOVED that the bid for one used Caterpillar Nodel D8 diesel crawler tractor be AWARDED to the Cashman Equipment Company in the amount of \$14,000. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

POLICY DISCUSSION CENTRAL GARAGE (ORAL PROPOSAL BY CITY MANAGER) City Manager Lynch stated that he has had an opportunity to discuss with Council individually the proposal. Simply stated, we want Council to be aware of our proposal in setting up a Central Garage Trust Fund which will be a self-supporting account. We will service all moving vehicles from one central agency with one central account. Staff wishes to be assured that this system meets with the Council's approval.

Mayor Taylor stated that it will be a unanimous policy decision without a formal motion.

GIFT BILL OF SALE VERN & JEAN ASHLEY Councilman Myers MOVED that the Gift Bill of S le from Vern and Jean Ashley for a brick structur, situate in the West 56.00 feet of the South 145.00 feet of the West Half of Lot 4, Block 18 of Arrowhead Acres Tract on file in Book 1, Page 62 of Plats, Clark County Official Records be ACCEPTED and a letter of thanks be written. Councilman Cleland SECONDED the Motion. MOTION CARRIED.

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be ACCEPTED for demolition purposes only and a letter of thanks be written by the Mayor. Councilman Myers SECONDED, the Motion

On the Question: Councilman Myers explained that this Gift Bill of Sale is from the El Patio Motel on Las Vegas Boulevard. It is one of the older motels in the area. We have demolished many buildings in the City by this process. Teople who own them give the City this type of Bill of Sale and the City clears the land of the buil ings for the property owners. It is very gratify no that people are willing to do this.

Councilman kelly asked the City Manager for a report on how many properties have been cleared in the last few years.

#### MOTION CARRIED.

INTRODUCTION OF RESOLUTION ADOPTING SCHEDULE OF WATER; SEWER AND GARBAGE DEPOSITS City Manager Lynch explained that this resolution recognizes the impact, of the increase in rates authorized by the Council and will be properly advertised and a public hearing will be held in the first week in August. This resolution increases the required deposits by \$5.00. Present customers of these utilities are not affected as long as they are not delinquent in payments or unless there is a change in the person receiving service.

Councilman Myers introduced Resolution No. 298 entitled A RESOLUTION ADOPTING A SCHEDULE OF WATER, SEWER AND GARBAGE DEPOSITS, REPEALING RESOLUTION No. 94, AND OTHER MATTERS PROPER Y RELATED THERETO.

Mayor Pro Tempore Petitti directed the City Clerk to publish a notice of public hearing.

PLANNING CARL AND DOUGLAS BURCHAM - USE PERMIT TO CONDUCT SALVAGE YARD - UN-6-66 Councilman Cleland MOVED that the Application for a Use Permit by Carl and Douglas Burcham to conduct a salvage yard, UN-6-66, on PROPERTY LEGALLY DESCRIBED AS:

East half (E<sup>1</sup><sub>3</sub>) of the North Half (N<sup>1</sup><sub>3</sub>) of the East Half (E<sup>1</sup><sub>3</sub>) of the South half (S<sup>1</sup><sub>3</sub>) of Northeast Quarter (NE<sup>1</sup><sub>3</sub>) of the Northeast Quarter (NE<sup>1</sup><sub>3</sub>) of the Southwest Quarter (SW<sup>1</sup><sub>4</sub>) of Section 11, Township 20 South, Range 61 E, M.D.B. & M., excepting therefrom the West 60 feet thereof,

be APPROVED subject to the following conditions:

- 1. Compliance with Fire Department memo.
- 2. A six foot ornamental block wall being built, according to City Council specifications, on George Street and Bruce Street.
- Trees to be planted behind the wall of a uitable species as approved by the Parks Director.
- 4. Parking area for two cars be paved.
- 5. Stacking of materials not to exceed 15 feet in height.
- 6. An agreement to enter an Assessment District being signed by the owner of the property at such time one is created.

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GARBAGE RATE REQUEST-DISPOSAL TRANSPORTATION CO. Mr. Lynch advised that there was no action indicated on this item at this time, however he wanted the Council to know that on Friday; the 15th, a meeting had been held with the City Treasurer, Director of Finance, the bookkeeper and the President of the Disposal Transportation Company; the auditor of the Public Service Commission and himself.

The discussion over a period of all day centered around our contention that the proper way to determine the rate of return on this contract was based on the fixed assets plus working capital invested, rather than on a percentage of gross revenue as being an appropriate approach for a rate of return.

The conclusion of the conference was that they had not as yet supplied sufficient information or detail to justify a change on that basis. They have been asked to provide additional information before this matter is considered by the Council.

It was generally agreed by the Council that this fiem be tabled:

RONNOW PROPERTY POLICY Mr. Lynch provided the Council with two sketches of the proposed development of the Ronnow property which the City is considering acquiring. Mr. Lynch stated that a firm figure has now been arrived at with Mr. Ronnow and Council action is now needed relative to a policy on this development. One sketch is based on the idea that the civic center will face on College and the other sketch is based on the idea that the civic centered on the property.

Mayor Taylor stated that the purchase of this Ronnow property will do more to put this City on he map than anything else. This property is the most strate-gically located piece of property in the City.

Discussion followed relative to the orderly development of the property and the reversionary clause in the deed for the existing City Hall.

Councilman Bulloch MOVED, Councilman Myers SECONDED that Mr. Lynch be instructed to contact the financial institutions in Southern Nevada with the authority to talk about borrowing \$750,000.00 for a period of up to three years for the purchase of the Ronnow property immediately. MOTION CARRIED.

Mr. Collins, who was present, inquired as to the City's interest in negotiating with a subdivider for the commercial development of the private portions of the land. Mr. Collins was assured of the City's interest in such negotiations after the acquisition of the land.

Councilman Kelly MOVED, Councilman Myers SECONDED that the Mayor be given authority to negotiate with Mr. George Pardee to get his firm to forget the reversionary clause to the title to this land and allow up to move the principal offices of the City to the new location and make available commercial property on College. MOTION CARRIED.

Councilman Kelly MOVED, Councilman Myers SECONDED that the City Manager be authorized to actively solicit proposals to develop the private portions of this land, contingent upon the City receiving title to the land.

City Attorney Dickerson advised against this course of action until the City had actually acquire title to the land.

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whereas, the city of North Las Vegas, Nevada, advertised said bonds for public sale and received sealed bids and publicly opened the same for the purchase of such bonds on Monday, the 22nd day of April, 1968; at the hour of 7 o'clock p.m., P.S.T., in the Council Chambers at the city Hall, 2200 civic Center Drive, North Las Vegas, Nevada, and

reserved. Said Council has determined that the bid submitted by the Bank of Las Vegas of Las Vegas, Nevada, (herein sometimes referred to as the "Purchasery") and associates, at par plus accrued interest from the date of the bonds to the date of delivery at the interest rates herein designated, and a premium of \$-0-, is the best responsible bid for the purchase of said bonds; and such proposal be, and the same is hereby accepted.

Councilman Cleland MOVED that the City Clerk be instructed to publish a notice of the date of the final adoption of said ordinance in the North Las Vegas Valley Times, a newspaper published and of general circulation in the City at least once at least one week prior to the date of the meeting at which final action on said ordinance will be taken. Councilman Waite SECONDED the Motion.

Councilman Waite MOVED that the City Clerk be instructed to return the bid check in the amount of \$10,800 to Mr. Elmer C. Longwell of Boettcher and Company. Ccincilman Petitti SECONDED the Motion. MOTION CARRIED.

Mayor Taylor stated that the litigation problems connected with AD #29 caused the people in that area to pay \$75,000 over the cost it would have been last year. City Manager Lynch stated this is approximately 14% higher than the bond market of a year ago.

Mr. Elmer C. Longwell stated that the City has received an excellent bid on these bonds. Some municipalities have not been able to generate any bids. He commended the administrative staff on their energy in going about generating a local retail bond market. The difference in cost is approximately \$20,000 which represents the profit a bond company would have to make on the sale of the bonds.

WAÍVER OF GARBAGE DEPOSÍTS - COLLEGE HEIGHTS AREA City Manager Lynch stated that this area is unusual in that it was annexed to the City and will receive sewer service from Las Vegas, water from the Las Vegas Valley Water District and the City of North Las Vegas will be involved only in the garbage collection. They are such small amounts that we do not feel that it is necessary to get a deposit.

CC 4/22/68

Pg 347 60

DISPOSAL TRANS-PORTATION, INC. City Manager Lynch stated that considerable material has been supplied by this company which was given to Council Friday night. He and the Finance Department made a considerable study over a period of weeks of this material and the financial statements of the company in the past and other companies involved in this business throughout the area. The Manager's recommendation is that a motion pursuant to Ordinance No. 198 authorizing a flat 10% increase in he rates now in effect be passed and that the City Manager and City Attorney be direct d to draft a totally new contract for the future. This company has been serving this City at the same rate since November 30, 1953 and some adjustment is obviously indicated. However, it is not recommended that the rates be raised above that which prevails over Clark County, Henderson and Las Vegas:

Councilman Myers MOVED that a flat 10% increase in rates charged by Disposal Transportation, inc. as of April 1, 1968, be GRANTED and any further action on the extension of the contract be TABLED at this time. Councilman Waite SECONDED the Motion.

On the Question: Mr. Joseph Hampstead; accountant for Disposal Transportation, Inc. said that he would like to speak on behalf of the application for extension of the contract. "Our company and its predecessor has served the City of North Las Vegas in excess of fifteen years. During that ime we have never been delinquent. We hav been sound in our payments and collection foes to the City of North Las Vegas. Without expanding that, we can consider that our company is sound and of a responsible nature. Our purpose in asking for an extension of the contract which expires in January of 1972 is that, basically, our equipment rotated and exchanged for new equipment on a four-year life. Prior to the expiration of this contract as it exists today we will have to spend additional sums for new equipment to exceed \$130,000 for a contract Even more thát has a year or less to run. important than replacement of rolling stock is the fact that we are actively engaged upon a building expansion program, not only for servicing of our equipment and storage of plant facilities but also for administra-This sum which we anticitive facilities. pate to expend will run between \$300,000 and \$350,000. Therefore, we feel that it is necessary that there will be life in this company for ordinary, prudent businessmen to invest this kind of money, consider an extension of the contract. Thank you,'

Mayor Taylor OPPOSED.

MOTION CARRIED.

CC 3/25/68

mas. 21, 1968

P9. 199

Mayor Taylor stated that he is opposed because the contract does not run out until January of 1972 and it is his impression that this is the time that they should come before this board for contract renewal and/or a rate increase. It was a surprise that they would try to bring it up in the interim period.

Councilman Myers said his motion wa: to table any action.

Mayor Taylor said that he meant he is opposed to the increase,

City Manager Lynch said that it is clear that the basic contract under which this service is being rendered clearly contemplates that there will be adjustments in rates if the company can establish that there have been adjustments in their cost of operations. The contract states that it is further mutually agreed that if the wage scale or equipment cost should materially increase or decrease, upon thirty days notice, the agreement may be renegotiated. The Staff would be opposed at this time to any increase that could not be justified to the public but we must recognize the inflationary trend of the last fourteen years.

Mayor Taylor said that this same request came before the Council some time ago and it was turned down. It is practically the same reason and he is opposed to it.

City Manager Lynch said that the request was made in 1962. We made an analysis of the balance sheet and recommended no increase because it could not be shown that it was necessary.

Councilman Cleland stated that he feels that the increase of 10% is fair and just, mainly because this is the rate that the rest of the entities are paying and is not exorbitant. We should not renegotiate another contract at this time but, also, should not wait until it runs out. It should probably be renegotiated within another year.

Councilman Myers MOVED that the City Manager and the City Attorney be DIRECTED to undertake a study to come back to Council within six months for consideration of the question of whether or not we would renew the contract with Disposal Transporation, Inc. Councilman Cleland SECONDED the Motion. Mayor T ylor and Councilman Petitti OPPOSED. MOTION CARRIED.

. cc 3/25/68

mas. 25, 1968 Pg. 180 ad at his sel unangers whereas; A lair procure of the relig-(CE) while by load vitality of our City is important in presenting the North Las Vegas story to outsiders; and

សារខេត្ត រាស្ត្ 🤼 📈 in the potential at the letter of the whereas, Churches of our City, includsidinom isuplatter by Saints, Jewish, Orthodox, Pretestant, is boiled and other groups are cooperating to carry out a Community Wide Religious Census,

negu Jest aliano, and or annow THEREFORE, Low WILLIAM L. TAYLOR, and reserve and Mayor Control City Tof North Las Vegas, County that the transport of Clark Ministration States of Nevada, do hereby must ensure the proclaim Saturday Reducing Sunday, February 24th and 25th, Community Wide Religious Census and 3 Stays. Cooperation on the part of our citizens such alians alians the control of the part of our citizens such ald will be appreciated in that our City, as well as the churches, will be helped by the census.

do not entitle nonefed peteds, this 19th day of February, 1962.

Councilman Petitti MOVED, Councilman Myers SECONDED that the Mayor be authorized to sign by the City. MOTION CARREDLES

OFFSITE IMPROVED CITY Manager Eventh reminded Council of the MENT AGREMENT'S or recently draited variance to Lilly Miller, and (Lilly Miller) bars of the billouistioned in granting the variance that Miller guarantee the offsite improvements, curb and gutter, sidewalks and streets on the south side of the property. This would be conditively require that a bond be posted, he said how will be made to sign a support of the property of the said, but Mrs. Miller is offering to sign a support of the property of the improvement discount support of the leady in process; invited of the bond.

Councilman Myers MOVED, Councilman Kelly SECONDED that the Staff be authorized to accept the petition of Mrs. Lilly Miller to participate in the improvement district in lieu of posting Hond for the offsite improvements.

MOTION CARRIED.

AGE EDITION

REVIEW JOURNAL Council Relly MOVED; Councilman Myers SECONDED SPECIAL NUCLEAR that the Mayor be authorized to negotiate with EDITION the Review Journal for advertising and publicately space in their special nuclear age edition, commensurate to the space the City reserved in the special edition of the "Sun", up to one full page. MOTION CARRIED.

DISPOSAL TRANS-PORTATION CO.

City Manager Lynch submitted the following letters and reports from the Disposal Transportation asking for a rate increase of 10%. 

February 13, 1962

Man La Taylor and Honorable William LacTaylor and Councilmen: Boyd C. Bulloch James B. Kelly John E. Myers 🐇 Jack Petitti ....

Attention: Clay Lynch, City Manager

09.46

Disposal Transportation. Inc. has been operating under a contract with your city for the collection of garbage and refuse which contract has approximately ten years remaining.

Said company has been confronted with, and has absorbed a substantial increase in the dost of labor and materials, and, in accordance with the pro-forma income statement prepared by the accountants for the company, allowing for the is increases it would indicate that for the fincal year ending September 30, 1962 if the peration opitious at the same rate; the net profit of said company would amount to the low figure of \$1,740.00 for the year.

Therefore, in accordance with the provisions of selectority, we respectfully request that your Honorable Board give considerationnto a rate increase of 10%, applicable to all accounts within the city limits of North Las Vegas, Navada. This increase of 10% represents an additional charge of 17 cents per month per residence.

We have heretofore taken the liberty of furnishing to your city manager a copy of the report on examination and financial statements for the year ending September 30; 1961 and, upon request, will present all of our books and records together with a pro-forma statement of income and expenses from September 30, 1961 to the projected date of September 30, 1962.

It is the feeling of the officers and directors of the company that the company has rendered adequate and valuable services under the contract and, since there has been no rate increase request for a period of ten years, it would seem that our request should receive your able and early consideration.

Respectfully submitted, DISPOSAL TRANSPORTATION, INC.

CC: Helen G. Pivoda, Clerk Harvey Dickerson, Esq. City Attorney

2/19/62

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THE REAL PROPERTY.

AKAI WELL PROPOSAL.

City Manager Lynch announced that they would put the Saka! Well out to bid in a similar manner.

Councilman Strahan MOVED, Councilman Lindenberg SECONDED that the City Manager, Gity Watermaster and City Attorney, 58, authorized to accept the lowest bid to relocate this Well. In accordance with a proposal similar to that set forth by the City and noted in the letter from Phelps Pump and Equipment Co. dated February 3, 1961. MOTION CARRIED.

GARBAGE RATES

Councilman Petitti MOVED, Councilman Strahan SECONDED that derbage rates previously in force be accepted and reduced from previous quarterly billing to monthly and so billed. MOTION CARRIED.

SCHOOL TRAFFIC PROBLEM - ICE CREAM TRUCKS

After a discussion Councilman Houle MOVED, Councilman Lindenberg SECONDED that the problem of ice cream trucks around schools should be turned over to the City Manager, City Attorney, and Chief of Police. MOTION CARRIED.

PLANNING COMMISSION Mayor Hartke announced that the Council had received a recommendation from the Planning Commission to accept 30 ft. street right-of-way from the Baptist Church instead of the 40 ft. offered, so that the streets would be uniform in width.

Councilman Lindenberg MOVED, Councilman Strahan SECONDED that 40 ft be accepted for street right-of-way on McDaniel from College; north from the Baptist Church. MOTION CARRIED UNANIMOUSLY.

Mr. Cleland asked if he could have the first National Bank guarante bond for offsite improvements in the East Vegas Tract. TRUST FUND - FIRST M NATIONAL BANK FOR D GUARDIAN REALTY CORP.

Mayor Hartke stated that previously this same question had come up and the City Attorney had ruled that it was not possible to do so. He said that it was impossible to proceed in any method other than that which requires an offsite improvement bond.

ASSESSMENT DIS-TRICT

Councilman Lindenberg MOVED; Councilman Petiti SECONDED that the next assessment district, (No. 9) would be the North Main Addition and that area west of Main Street bordered by Tonopah; Railroad, and Owens (Should follow as No. 10). Work shall be started in those areas by the Engineering Department to establish assessment districts to provide complete off-site improvements. NOTION CARRIED.

NEVADA MUNICIPAL City Manager Lynch said that there was to be a meeting next week ASSOCIATION MEETING in Carson City of the Nevada Municipal Association to consider legislation favorable to cities. Mr. Lynch asked for a resolution urging the passage of legislation in accordance with the Zubrow Report and also authorization for one or more representatives of the City to attend the meeting.

Councilman Houle MOVED, Councilman Strahan SECONDED that Mayor Hartke, Mr. Lynch and Mr. Dickerson be authorized to attend the Nevada Municipal Association Meeting in Carson City on the 13th, lith and 15th of February and be authorized to request legislation in accordance with the Zubrow Report. MOTION CARRIED.

Mr. Lynch mentioned that he would ask for postponement of the Water Board Meeting in order that he might go to Carson City.

BIDS - FERTILIZER AND SEED

Mr. Lynch asked for a motion authorizing him to review the bids for seed and fertilizer for the Park Department and to place the low bids on the Material Claims List to be approved February 20,

Councilman Petitti MOVED, Councilman Strahan SECONDED that Mr. Lynch be authorized to review the bids for seed and fertilizer for the Park Department and to place the low bids on the Material Claims List to be approved February 20, 1961. MOTION CARRIED.

APPROVAL CF CLAIMS

Councilman Petitti MOVED, Councilman Houle SECONDED that the claims dated February 6, 1961 be approved as follows: Genera Fund Claims #6287 through 6355; Utility Fund Claims #2783 through 2821; Sanitary Sewer Fund Claims #632 through 641 and Trust Fund Claims #1055 through 1074. MOTION CARRIED. General

APPROVAL OF LICENSES

Fr. Lynch said that the Building Board of Appeals had presented a recommendation on the license of the building at 1862 Las Vegas Sive., No. as follows: That Mr. and Mrs. Ellis be granted a use permit not to exceed one year, for this building for the specific use requested and that the building under no condition would remain standing in excess of this one year period of time, and that the City Attorney be instructed to draw up an agreement in accordance with their recommendation.

457

Councilman Houle MOVED, Coloncilman Petitti SECONDED that the appointment of Arlyse Breeden to serve as a member of the NLV Board of Civil Service Trustees be confirmed. MOTION GARRIED.

Councilman Lindenberg reviewed a number of sections in the ordinance, asking for clarification, and amendments thereto.

Councilmen Strehen MOVED; Councilmen Petitti SECONDED that the Council accept the amendments by the City Attorney and Councilmen Lindenberg to the ordinance entitled AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS; COUNTY OF CLARK, STATE OF NEVADA, CHEATING AND ESTABLISHING CIVIL SERVICE RULES AND REGULATIONS FOR THE EMPLOYEES OF SAID CITY, DEFINING TERMS PROVIDING FOR EXAMINATION, ESTABLISHING ELIGIBILITY LISTS PROVIDING FOR APPOINTMENTS, PROMOTIONS, DISCIPLINARY ACTION, REPORTS AND RECORDS, CLASSIFICATION AND PAY PLANS; AND ALL MATTERS RELATING THERETO, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH. The Ordinance to be numbered \$185, was then turned over to the City Cierk for publication of Notice of Rublic Hearing to be held February 6, 1961. MOTION CARRIED.

BOND BID Recognition of Mr. Goode of Cruttenden & Podes

Mayor Earl Hartke recognized Mr. J. H. Goode of Cruttenden & Po-desta, Denver, Colorado. Mr. Goode stated he had planned to bid Mayor Earl Hartke recognized Mr. J. H. Journal of the bid desta, Denver, Colorado. Mr. Goode stated he had planned to bid on the sale of bonds but had lost his direction anddelayed his alocating the City Halls. Mr. Goode, was advised by the Mayor that the bidding on the bonds was closed. Mr. Goode stated he would have bid on behalf of his firm 4.185%.

DEFERRED TEMS City Towing and Impound Service

Councilman Strahan MOVED: Councilman Petiti SECONDED that the City establish a policy in regard the towing service for the City, and the service be alternated, and Ewing Brothers 1: given the business for the first six month period to July 1, 1961. MOTION CARRIED.

Councilman Petitti MÖVED, Gouncilman Strahan SECONDED that the checks accompanying the bids for the Towing Service be refunded. MOTION CARRIED.

Mr. Howard of City Automotive Center picked up his heck and Mr. Ewing of Ewing Brothers picked up his check at the Council meeting after above motion.

REFERRED ITEMS Las Vegas Valley Water District -Increase in Water Rates

City Marager Lynch stated he would sum up the City's arguments relative to the Las Vegas Valley Water District's proposal to increase water rates to the City of North Las Vegas. Briefly, the City Manager and City Attorney propose to insist on a wholesale rate on water purchased by the City, some 45% below retail rate which the City is presently paying. Second proposal: That the City is willing to purchase water from the Las Vegas Valley Water District so that its average monthly consumption equals 61% of its peak consumption of July.

Mr. Lynch advised the law states that the L.V. Valley Water District shall charge an appropriate rate, and the additional surcharge is anything but appropriate. City Attorney Dickerson stated the Water District is an absolute autonomy. Mr. Lynch stated in the Water District's official statement to the public on its \$8,700,000.00 proposal, page 10: The City of North Las Vegas has its own Water District and may purchase water at wholesale from the district.

Mr. Lynch presented Comparative Statements of Income and Expense for the Las Vegas Valley Water District and the City of North Las Vegas and Combined Results for the year ending June 30, 1960 to point out that Las Vegas Valley Water District would be operating on a considerably less net income if they had to bear the operating and capital expenses of North Las Vegas.

Mr. Lynch stated they further planned to emphasize that the City of North Las Vegas should not have any responsibility relative to the 9¢ paid for refunding agreements to subdividers by the LV Valley water District and other expenses not applicable to North Las Vegas.

Councilman Houle MOVED, Councilman Petitti SECONDED that the City adopt the policy outlined by the City Manager and authorize him to present it to the Las Vegas Valley Water District as the policy of the Council. MOTION CARRIED.

Plumbing Board

Mayor Hartke stated this item would be deleted from the agenda pending the receipt of additional information.

Revision of Garbage City Manager Lynch read emergency ordinance #168 entitle: AN Ordinance ORDINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA AMENDING SECTION 9, SECTION 11 AND SECTION 12 OF ORDINANCE NO. 7 ENTITLED:

AN ORDINANCE DEFINING GARBAGE, RUBBISH, DIRT AND DEAD ANIMALS: REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE, RUBBISH, DIRT AND DEAD ANIMALS IN THE CITY OF NORTH LAS VEGAS; THE FEES TO BE PAID THEREFOR AND MATTERS RELATING THERETO; AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS THEREOF; AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH.

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AND REPEALING ORDINANCE NO. 82 ENTITLED "AN ORDINANCE TO AMEND SECTION NO. 11 OF ORDINANCE NO. 7. BY PROVIDING A NEW SCHEDULE OF RATE: FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH

AND REPEALING ORDINANCE NO: 108 ENTITLED "AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA, AMENDING SECTION NO. 1 OF ORDINANCE NO. 82 ENTITLED: AN ORDINANCE TO AMEND SECTION NO.11 OF ORDINANCE NO. 7; BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS IN CONFLICT HEREWITH AND DECLARING AN EMERGENCY.

Councilman Petitti MOVED, Councilman Houle SECONDED that emergency ordinance #188 Se passed and adopted as read and the City Clerk authorized to publish said ordinance once a week for two successive weeks immediately following its first reading and adoption in the North Las Vegas Valley Times-News, a weekly newspaper published in the City of North Las Vegas, Nevada. MOTION CARRIED.

# Augtion Business

Ordinance Regarding City Manager Lynch stated he had reviewed the City's ordinance regarding auctioneering (#171) and felt that it would serve its purpose in its present form with the following recommended changes:

Section 14 (i) be changed to read "No person other than the per mittee shall cry the sale of any article at said suction sale, unless individually licensed by the City and granted authority in writing by the permittee, filed with the City Clerk.

The City Manager also recommended adding at the end of Section 7, something to the effect that the Council adopt a rule that such businesses operated on a continuous basis be required; 1. to provide written evidence of off street parking in a ratio of three to one to the area of active sale and storage. 2. where the volume of business for sales operated on an continuous basis imposes unusual inspection costs on the City, the permittee will pay for such inspections at cost over and above the permit fee.

Discussion followed with Mr. Charles Tackett relative to the thirty day permits and the possibility of issuing several thirty day permits at one time, if approved by the Council. It was pointed out to Mr. Tackett that the Thirty day permits might be to his advantage in providing a history of whether he would want to continue this operation.

Councilman Strahan MOVED, Councilman Houle SECONDED that the amendments to Ordinance #171 as presented by the City Manager and City Attorney be approved by the Council and the City Attorney be directed to prepare an appropriate ordinance. MOTION CARRIED.

#### Child Care Crdinance

The City Manager stated he had reviewed the Child Care Ordinance | 116 and felt the intent of the first paragraph is being misunderstood; particular with reference to children being cared in a home other than their own. However, he felt paragraph should remain in effect in the event of violations which the Child Welfare Board might be required to look into and to give them some method of enforcing the law.

Bus Bench Agreement-Mayor Hartke stated the City Cierk now has a registered mail receipt as evidence of cancellation of the City's agreement with Courtesy Manufacturing Company, and the City at this time is in a position to consider a new agreement. A proposal by the North Las Vegas Jaycees to furnish a bus bench service to the City along the lines proposed in the former bus bench agreement was received. Also a proposal by the North Las Vegas V.F.W. Auxiliary to provide one bus bench at the corner of Main and Oxford with the words "Join Now" V.F.W. Auxiliary and two phone numbers.

> Mr. Larry McKinney, Chairman of the Board of the NLV Jaycees, was recognized and stated that they would like to provide the City with bus benches, the locations and advertising to be reviewed by the Council. He also stated they had no objection to the VFW muxiliary having one bench. They would adhere to building department specifications for the bench and provide a liability relieves them. believ on them.

Allen Jesperson was recognized and stated insofar as the advertising was concerned, he understood that the advertising would not be competitive to the business it is placed in front of. Jesperson stated he had fifteen bus stops listed given to him by the Bus Co.

liscussion followed relative to providing bus benches in residential areas, advertising and locations.

Councilman House MARD that the Council give the MAV Jayoses the sheet in this, and the actions should be controlled by the station that type and size of the advertising, the areas were true, and definitely outless the residential areas to state than a, and suggest that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state that they put forth a proposal in the state they put forth a proposal in the state they put forth a proposal

CITY OF NORTH LAS VENAS.
REGULAR MEETING OF CITY CHINCH

DATE

January 3, 1961, 7:00 P.M.

PLACE

Council Chambers, 1301 E. College Avenue, North Law Vellan, News

INVOCATION

Reverend G. B. Oudmindsson was not present the no the oblight

was offered.

CALL TO ORDER

Mayor Earl Hertke.

PRESENT.

Councilmen Houle, Eindenberg, Fetitti and atrabab, comprising a quorum of the Council; also Eity Attarbey (18) are and cally Manager Clay Lynch.

ABSENT

APPROVAL OF MINUTES Councilman House MOVED; Councilman settics of Cauncilman House in 1960 be approved. Mc 94th partition,

BID OPENING-City Towing & Impound Service The City Clerk opened and read the following rios for the rate towing and impound service for the six months period enoting June 30, 1961:

Mr. Robert E. Howard of City Automotive Center Could the count Blvd., N., North Les vegas offered a check in the amount of \$50.00 for this service, and a revenue of \$1.00 fer for town at the City's request; payable at the end of each mouth, (Their records show in the last elemenths of their service to the City approximately 105 cars were towed.) They also iffered to furnish emergency service to all City vehicles at no expense,

Mr. Hex C. Ewing, Jr. of Ewing Bros. Auto Bedy, With N. Main Street, Les Veges, submitted a bid of \$101,06, for which a check was provided, stating they bid "under protest" and plusing their reasons.

Councilman Lindenberg MOVED that the bid be swarded to City Automotive Center for the six months period beginning Jan. 3. 1961 through June 30. 1961.

Motion died for lack of a second.

Councilman Houle MOVED, Councilman Strahan SECRANIT that since there is considerable indecision that the Council table this matter until the next meeting, January 16,1961, and the propte presently operating this service, the City Automotive Center, continue to do so. MOTION CARRIED.

REFERRED ITEMS Amendments to Civil Service Ordinance

Councilmen Lindenberg MOVED, Councilmen Petitti SECONDET that the Civil Service ordinance amendments be tabled to Jan. 10, 1901. MOTION CARRIED.

Ordinance-College Ave. Assessment District

The reading of these ordinances were postponed until the end of the meeting.

Plumbing Board

Councilman Petitti MOVED, Councilman House SECONDED that the appointment of Plumbing Board members be tabled until the January 16, 1961 meeting. MOTION CARRIED.

Agreément-Disposal Třansportation,inc.

Councilman Houle MOVED that the City Council accept the agreement offered by the President of the Disposal Transportation, Inc. for the City to do the billing of the disposal company, for which the City will receive an additional 5% of the gross revenue of this company for performing this service; this is the minimum amount the City is to receive, the maximum amount has not yet been negotiated.

On the Question: Mayor Hartke recognized Mr. George Rudiuk, attorney, who stated he represents Mr.RJ. Collet, President of the Sun Valley Disposal Co., Inc. and his client wished to submit a proposal for this disposal service.

Mayor Hartke stated the City has a contract with the Disposal Transportation, inc. and this is just a change in the billing procedure.

Mr. Rudiak requested permission to read his clents proposal, dated 1-3-61. Basically, this firm offered to: (a) Operate under the present City ordinances and accept a contract such as the one now in existence; (b) Pay the present 5% for franchise rights; (c) pay an additional 10% to the City if the City would do the billing and collections on behalf of Sun Valley Disposal Co., Inc.

It was the City Attorney's opinion that the City has a legally binding contract with the Disposal Transportation, Inc. to perform garbage service to the City, and the agreement being considered tonight for billing services has a clause stating: "This agreement shall not be deemed nor construed to be a

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material change or modification of that centain contract between the undersigned corporation and the City of North Las Vegas, dated October 7, 1957. Mr. Dickenson stated further to enter into an agreement with another company would subject the City to a suit for breach of contract.

Mayor Hartke stated he concurred with the City Attorney and the agreement being considered is merely an addenda to an existing contract.

Mr. Rudlak was granted permission to file the Sun Valley Disposal

Mayor Hartke repeated the motion before the Council. Councilman House MOVED, Councilman Petitii SECONDED that the City enter Into an agreement with the Disposal Transportation, Inc. that the City do their billing and collections for a minimum fee of 5% of the gross revenue of this company for performing this service. MOTION CARRIED. Councilman Straham withheld his vote.

NEW BUSINESS

Sale of Austin-Western Street Sweeper Councilman Lindenberg Moved Councilman Strahan Seconded that the City Manager be authorized to sell the Austin-Western Street Sweeper, Model No. 60, Serial No. 5-190, to the City of Wells for the amount of \$1,000.00. payments to be made as follows: \$750.00 cash, and the balance in the coming fiscal year by the City of Wells. MOTION CARRIED.

Planning Commission Minutes 12-28-60

Approval of Tentative Plat Map of Park C North Subdivision a Unit IA

Councilman House Moved, Councilman Strahan SECONDED that the Council accept the recommendations of the Planning Commission and approve the tentative plat of Park North Subdivision, Unit 1A, (Excluding all other areas of this subdivision), and that this approval be contingent upon the approval of all department heads in regard to water, sewer, streets, and other offsite improvements. MOTION CARRIED.

Recreation Board

Councilman Petitti reported that the Seabees had offered their services to do some work in our City parks and would do so on Saturday, January 14, 1961.

Appointment of Member- County Board of Equalization Mayor Harthe stated he had served on the Clark County Board of Equalization for the past four years, and asked the Councilmen if one of them would have time to serve, stating it entailed some six or eight day time meetings with a regular agenda of people who have already protested and can protest while the Board is in session.

Councilman Strahan MOVED, Councilman Petitti SECONDED that Mayor Hartke be appointed to represent the City of North Las Vegas on the Clark County Board of Equalization for the year 1961. MOTION CARRIED.

Resolution Re: Civil Defense Councilman Petitti MOVED, Councilman Houle SECONDED that the following resolution ré: Civil Defense be approved and the Mayor authorized to sign same:

## . RESOLUTION

WHEREAS, the modern methods of aggression require that a mutual aid plan be formulated in conjunction with other political subdivisions in the North Las Vegas Metropolitan Area to insure the inhabitants of North Las Vegas the maximum protection in any emergency, active aggression, or mutual catastrophe; and

WHEREAS, such mutual aid plan will benefit all persons in the North Las Vegas Area; and

WHEREAS, such plan will provide for and make possible the effective and efficient functioning of civil government under emergency conditions; and

WHEREAS, such mutual aid plan requires the assent and agreement of all interested political subdivisions,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Las Vegas at a regular meeting thereof held on the 3rd day of January, 1961, that the City of North Las Vegas does her by enter into a mutual aid program with the City of Boulder City, Nevada, City of Henderson, Nevada, City of Las Vegas, Nevada, and County of Clark, Nevada, for the mutual protection for the inhabitants of North Las Vegas, Nevada, and these cities and Clark County in the event of any emergency.

BE IT FURTHER RESOLVED that such plan shall provide, among other things, for a mutual civil defense program; for an advisory civil defense board to be composed of the Civil Defense Director

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Councilman Petitti MOVED, Councilman Houle SECONDED that Mr. Schumer's resignation from the Plumbing Board be accepted and a vacancy on the board created. MOTION CARRIED.

ACCEPTANCE OF WATER WELL, EAST VEGAS TRACT, AND RELEASE OF BOND S. R. MCKINNEY & SON, INC. Councilman Petitti MOVED, Councilman Houle SECONDED that the Water Well in the East Vegas Tract be accepted and the bond be released as per Mr. Piper's recommendations. MOTION CARRIED.

PROPOSED AUGTION-EERING BUSINESS-CHARLES TACKETT Council discussed the regulation of an auctioneering business; especially emphasizing the City's having full control, and projection of public by restricting types of merchandise to be auctioned. Pictures provided by Mr. Tackett showed proposed location to rear of the E & T Drug, and the substandard buildings to be removed.

The matter was discussed at length and the City Menager authorized to gather information from California for analysis.

PROGRESS REPORT DISPOSAL TRANS-PORTATION, INC. City Manager Lynch stated he had asked the Disposal Co. for a distribution of the number of customers within the City and outside the City, as the profit picture within the City may be affected by customers outside the area.

Also, Mr. Lynch pointed out: the new Union Labor costs are not what it actually cost them last year: it is what they assume it will cost them next year; it is an adjusted figure.

Mayor Hartke stated some 2½ years ago, he had proposed, as an additional source of revenue, that the City do the billing for the Garbage Co.

Mr. Lynch stated the City would do the billing effective Jan. 1, 1961, the terms, conditions and charges for this to be negotiated. The billing would be done after the service is rendered rather than in advance. Insofar as any other companies wishing to perform garbage service for the City, Mr. Lynch had let it be known that the Council has a continued interest in any reasonable offer.

Mayor Hartke stated at the inception of his being elected Mayor; he had reviewed the garbage contract and noted no provision was made for the City to receive any monies from this Company for the franchise and had successfully negotiated a 5% of the (gross fee) for the City.

SPECIAL

Report Re: Baker Pony Rides Dr. Houle Dr. Houle gave a report on the Baker Pony Rides, stating he had tried to review conditions from a Sanitary and Health Board point of view. Dr. Houle reported as follows:

- 1. He is not for or against the situation after studying it out.
- The ponies have been kept out there for six years and the neighbors would feel badly if they were taken away.
- 3. From a Sanitary Point of View, this is less of a hazard than some yards where pets are enclosed.
- 4. Inquiry of Paul Summer revealed we have never had any complaints there.
- 5. The Bakers keep the place cleaned up; use their truck to take the refuse to the City Dump.

Dr. Houle stated he felt the Council should think twice about whether horses are going to be kept in the middle of our City, however, until such time as the Council received a complaint from the neighbors, Health Dept., or owners of the land, no further action should be taken relative to these ponies.

Receipts and Disbursements Deportmental wise City Manager Lynch stated he had prepared separate departmental reports of receipts and disbursements to show each departmental supervisor how he stands. Mr. Lynch revealed the over-all revenue potential of the City now stands at 85% of the anticipated revenue, which is well within the range of estimate. Also, the City has been cut short by some revenue due from the State, approximately \$20,000 which should come in January, 1961. However, the total picture is good, as disbursements are 87% of budget estimate.

Recreation Board Resignation Pry. Overhe Councilman Petitti MOVED, Councilman Houle SECONDED that the Council accept the resignation of Mrs. Bob Goerke from the Recreation Board, due to illness in the family. MOTION CARRIED.

Appointment to decreation Board Mr. Fem Bowers Councilman Petitti MOVED, Councilman Houle SECONDED that the Council appoint Mr. Ken Bowers to fill the vacancy on the Recreation Board. MCTION CARRIED.

National defety council Council was Fetitti MOVED, Council man Houle SECONDED that the City Manager be appointed as Inventory Coordinator for the City to rarticipate in the Annual Traffic Inventory program of the National Setty Council. MOTION CARRIED.

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acity de a 19 a 1901 y a the license ordinance #172 re: trailer park fees,

Councilman Roule MOVED, Councilman Strahan SECONDED that the City Attorney amend Ordinance #172 on that section relative to trailer parks to read \$20.00 plus \$1.00 per each trailer space. MOTION CARRIED.

LIBRARY FOR NORTH LAS VEGAS ed the bree fixed p

Hartke brought upthe matter of a library for North Mayor

Councilman Houle suggested the library problem be tabled until September 6, 1960 and discussed in executive session at 6:00 P.M.

RELOVAL OF NAME
FROM LIST OF PROSERVED PLAINING
OCTUS SIONERS

Hal Fincher asked to have his name deleted from the list of names proposed for Planning Commissioner Councilman Petiti fellow Schumpt who is on the Plumbing Spare should not be on the Council men Linkenberg and Howle informed the Council they would both be out of town for the August 15th meeting, and it would be appreciated if all appointments to the various boards Pluming and Recreation, or any other matters requiring a full Council, be postponed until the September 6, 1960 meeting.

CARBAGE CONTRACT

Councilman Houle brought up the matter of the City's parbage contract, and it was agreed to discuss it Sept. 6, 1960.

APPROVED

CITY OF NORTH LAS VEGAS RECESSED MEETING OF CITY COUNCIL MONTHE BOX

DATE

August #15 101960...

PLACE SCHOOL TANGETY !

Council Chambers 1:301 E. College Ave., North Las Vegas, Nevada.

CALL TO CROER

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white Establish

Mayor Earl Hartke called the meeting to order around 7:15 P.M.

PRESENT

Councilmen Petitti; also City Manager Nelson.

Councilmen Houle, Lindenberg and Strahen; also City Attorney Dickerson

Navor Hartke stated they would wait another 5 minutes for Councilman Straham, who had promised to attend; Councilmen House and Lindenberg had previously been excused from the meeting because of vacations.

RECESS

Mayor Harthe announced in view of a lack of quorum, the meeting would be recessed until 7:00 P.M. on August 22, 1960.

Tell KNOTH CENSE PFLICATIONS

Hayor Hartke stated all the licenses up for approval at the August 15 meeting would be ratified at the next meeting wherein there is a quorum. This is on the basis of two men on vacation, Councilmen Lindenberg and Houle. Councilmen Houle, who had just left over the weekend, had reviewed these matters and stated he would ratify the actions of the Council meeting in the event there was no quorum.

APPROV

Pg. 3.19 auca. 13 ABSELT

Councilman Strahan.

APPROVED

Councilman Petitti MCVED, Councilman Houle SUCCIMEN that the observed of the regular Council meeting of September 2, 1967 he approved the connected MOTION CARRIED.

Councilman Lindenberg MOVED, Councilman Houle SeconDED that the state of Sold When recessed Council Menting of September 21, 1957 be as reverse to Secondected Scitotion CARRISD.

Mayor Harthe abstained as he was not present at the September 11.

BER LICENSE-I Councilman Houle MOVED, Councilman Lindonters SECUMDAN Line Medical Line Moved Louise De granted to Jewell Garner for Julie's Rustaurant AURAIT College Avenue, North Les Veges. MOTION CARRIED.

Councilman Petitti withhold his vote.

TO VILLIAIS Mr. Tom Williams stated his attorney, John Poloy, was not present as RE: INTEREST had been unsuccessful in finding boung copies of newspapers towering OI LONG TO CITY the interest agreement which he stated a former City Council to contened into with him. In the absence of records, he stated in they were taking into consideration the testimony of for relative Hennoth Reynolds and former Council new Carey and Stanley relative aggreement having been made:

Annulayor Marthe asked Mr. Williams it he wanted the matter hat in the absorber hat in the absorber hat in the absorber of the absorber of any return of absorber agreement, they would necessarily have to vote

Top Williams asked to have the matter hald in absyance and agree to advise the Council when he wanted the matter placed in the seanes age in-

Mr. Williams then placed his signature on an indemnification screened drawn up by his attorney covering the final payment on the principal of the loans This agreement mat with City Attorney Dickerson's appreading the displaced by the necessary City officials of North Law Vector The City Clerk would then indue a check in lieu of Check No. 2: attached 28, 1957 in the amount of \$2,137 which covered this final payment on the principals.

CLAIM FOR A notice of Claim for injurity by Patricia Beeler against the City in INJURY the amount of \$11,000 dated September 22, 1959 was referred to. This PATRICIA was the case of Paggy Bealery age eight, who had an accident on the BESIGR.

Councilman Houle MOVED, Councilman Petitti SECOMDED that the ciala of Patricia Beeler against the City in the amount of \$41,000.00 dated September 21, 1959 be dealed and referred to the City Attorney. 187101 CARRIED that

RESOLUTION RE- DISPOSAL

Request was made for the Council to pass a resolution transferring the garbage franchise from Southern Nevada Disposal Service. Inc. to Disposal Transportation Co., Inc. The City Clerk rand the resolution.

Council man Potiti MOVED, Councilman House SeconDED that the following resolution be adopted:

WHEREAS, application has been made by the corporations hereafter set forth for the approval by the Board of City Commissioners of the City of North Las Vegas, Nevada of the proposed assignment of rights and obligations devolving upon Southern Nevada Disposal Service, Inc. under that certain contract between the City of North Las Vegas and Southern Nevada Disposal Service, Inc., dated October 7, 1957, covering the collection and disposal of trash and garbage within the territorial limits of the City of North Las Vegas, to Disposal Transportation, Inc., a Navada corporation; and

WHEREAS, the proposed assignee, Disposal Transportation, Inc. is wholly owned and operated by the same persons who own and operate the proposed assignory. Southern Nevada Disposal Service, Inc. and there will be no change in ownership or management as the result of this assignment; but by means of the requested assignment the operations in the City of North Las Vegas can be separated out from all other territories; and

WHEREAS, paragraph KKIII of the aforesaid contract provides for such assignment upon approval thereof by the Board of City Commissioners of the City of North Las Vegas;

THEREFORE BE IT RESOLVED:

That the Board of City Commissioners of the City of North Las Vogas, Nevada shall and do hereby approve the transfer from Southern Nevada Disposal Service, Inc. to Disposal Transportation, Inc. of the rights and obligations of the said Southern Nevada Disposal Service, Inc. under that certain contract between the City of North Las Vogas, Nevada are Southern Nevada Disposal Service, Inc. dated October 7, 1957, covering the collection of trash and garbage within the territorial limits of the City of Morth Las Vogas;

Py. 312 Oct. 5, 1

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That such transfer to Disposal Transportation, Inc. shall be effective as at the commencement of business on Cotober 1, 1959, and thereafter the said Disposal Transportation, Inc. shall be the contractor under the above-described contract, and subject to all of the provisions a contained therein;

That the approval granted herein shall be and is conditioned upon the right of the City of North Las Vegas to disregated or disaflow any increased valuations which may be reflected upon the books of Disposal Transportation, Inc. as the result of the assignment of this contract and/or the liquidation of Sputhern Nevada Disposal Service, Inc.; and the further condition that said Disposal Transportation; Inc. shall at all times own and maintain in operation in the City of North Las Vegas sufficient and adequate equipment to properly serve the suid

MOTION CARRIED.

MEV LIQUOR MANCE

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FUBLIC HEARING Mayor Hartle announced that this was the public hearing on the North MEV LIGUOR Les Vegas Liquor Control Ordinance \$174, which had been read in full CONTROL ORDI- at the September 21, 1959 Council meeting. Copies were made available to those present.

The City Attorney made a correction on Section 2, Paragraph 27. It read: The holders of present procery store ilquor licenses shall continue to be valid, so long as they do not change ownership or plocation. At such time license, will become void. The words present, bunership or were striken, changing it to read: The holders of grocery, store liquor licenses shall continue to be valid, so long as mey do not change location. At such time license will become void.

Mr. Jack Gribben of North Side Mark, t. 1888 Las Ve as Blvd., M. was: fecognized and asked why a grocery store could not self its liquor license along with his store on a change of ownership. The City Clerk said the above correction in the ordinance corrected this.

Reference was made to Settlem 11, Paragraph 3, "No liquor shall ever be sold or dispensed to be by any person in an intoxicated condition; and the burden shall be on the licensee to determize the condition of said intoxicated person." The intent of this clause had been explained to one of the Cityts policemen who had thought he had to rely on the litensee's judgement as to "degree of intoxication" rather, than on his own judgement and subsequent tests. The intent was to provide the licensee with the right to refuse to sell an intoxicated person alcohol.

Mr. Alex Nottleman, partner of Mr. Gribben of North Side Market, asked the question relative to Section 2. Paragraph 27, stating a grocery liquor license could not be transferred to a new location: "Why discrimintate between a samil and a large stora?" Councilman Houle stated it was the Council's intention not to issue any more small grocery store liquor licenses. If they expanded and moved to another location and made capital investment of \$100.000.00, they could still obtain a liquor license. Mayor Hartke reminded Mr. Nottleman that hoth camind and liquor are privileded businesses. askod both gaming and liquor are privileged businesses.

Mrs. Opai Ellis, representing the Town Club, 1650 Las Vegas Bivd., N., was recognized. Mrs. Ellis asked several questions concerning "beverage" and was referred to the definition of same. Also krs. Ellis referred to Section 2, Paragraph 19, which stated: A "restaurant beverage license" shall permit the serving of beer or wine with meals. Mrs. Ellis said she would interpret this to mean a person could not have been or wine in a restaurant without ordering a meal. The council agreed to strike the words with meals. Mrs. Ellis also took exception to Section 16, which states: "It shall be unlawful for any permittee or licensee to sell, serve, or give away any intoxicating liquor on any election day between the hours of 6:00 A.M. and 6:00 P.M., or on any day designated by the City Council on which intoxicating liquors shall not be sold, served, or given away. Mrs. Ellis felt this gave the Council too much leeway, and might be used indiscriminately by other Councils, etc. The City Attorney stated this was to cover bond elections and the like. Also Councilman Houle stated again that this is a privileged business and he did not feel this was giving the Council too much control. The Council was in agreement to leave the clause as written. clause as written.

There were many other liquor licensees present, as well as Sam Taylor, Executive Secretary for the Clark County Licensed Beverage Association, all of whom were given the opportunity to speak and none had any objections.

Councilman Petitti MCVED, Councilman Houle SECONDED that Cristmance /1744 AN CROINANCE REGULATING THE DISTRIBUTION AND COMTROL OF INTOXICATING AND ALCOHOLIC LIQUORS AND REVERGES: REGULATING PLACES WHERE AND UNDER WHAT CONDITIONS SAID INTOXICATING AND ALCOHOLIC LIQUORS AND BEVERAGES MAY BE KEPT, SCLD, GIVEN AWAY OR DISTRIBUTED: FROVIDING FOR PERMITS AND LICENSES: FROVIDING FOR PENALTIES FOR THE VIOLATION OF THIS ORDINANCE: AND REPSALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFELICT THEREWITH, be passed and adopted with the following corrections:

Section 2. Paragraph 19, delete the words "with meals."

Paragraph 27, delete the words "present" in 1 he one, "owner-ing two, and "or" in line three. Section 2, Paragra ship" in line two.

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SALATY INCREA- Councilman Houle MOVED, Councilman Petitti SECONDED that the fallowing salary raises be made of the Department Heads: 15% increase; R. M. Nelson, F. L. Bunker, C. Piper and R. S. Tate; that the salary of M. Calilhan be brought up to a minimum of 3600.00; that the salary of G. Rambo, a part time employee, be brought up to \$225.00; City Engineer Ciaryts salary be brought up to \$500.00; and that the salary schedule for other City employees as presented be approved. MCTION CARRISD.

STREET SUPT. **APPOINTMENT** 

Councilman Strahan MOVED, Councilman Petitti SECONDED that His Caltinan, who has been Acting Street Superintendent, be put of a permanent basis and made head of the Department, lies Street Superintendent MOTICAL CARRIES.

GARRAGE CONTRACT-50. NEVADA DISPOSAL CO. Mayor Hartke Informed the Council that he had negotiated with the Southern Nevada Disposal Co. for 5% of the gross receipts from the Garbage Company as instructed by the Gouncil at the June 15th meeting, and that the Company had agreed to the increase effective October 1, 1759.

Councilman Houle MCVED, Councilman Petitti SECONDED that the Council accept the Mayor's negotiations with the Southern Nevada Disposal Company for a raise in rates to 5%, beginning October 1, 1959. MOTION CARRIED.

MORTH LAS VEGAS PLAN-NING COMI-15910H CHAIR-

Mayor Hartke read for the records a letter from John E: Myers of the North Las Vegas Planning Commission, dated June 25, 1959; in which he advised Don Myrick had been elected chairman of the Planning Commission for the ensuing year, his term of office to expire on June 30, 1960.

BIDS-SEWER Councilman Lindenberg MCVED, Councilman Petitti SECONDED that the Water INSTALLATION- Master be empowered to advertise for bids for cement asbestos pipe for COLLEGE PARK sewer installation in College Park #13 and a portion of #16, the bids #13 and PORTICNIO be opened on August 3, 1959. MOTION CARRIED.

POLICY-WATER MAIN INSTAL-LATIONS- SUB-DIVISIONS

Councilman Lindenberg stated he felt it was necessary to form a policy with respect to water main installations in subdivisions, the last policy being set forth March 7, 1955. The Mayor requested Councilman Lindenberg put his recommendations in writing, and it could be checked as to form. etc.

Councilman Lindenberg brought up the question of possibly combining meter combined meter readings, where there is more than one meter, to give the customer a READINGS possible lower rate, citing Trentles Trailer Court as an example. Mayor marks suggested that a study be made of a number of businesses with more than one meter over a two months period and recommendations be made from such a study rather than one isolated case.

VACATION OF Councilman Lindenberg requested that vacation pay be allowed one employee VACATION WATER in the Water Department in lieu of vacation; inasmuch as he was being personnel.

asked by the City to continue working and the time limit for this vacation had expired. City Attorney Dickerson asked whether it was his proposal to pay the imployee, in effect, "double" and stated if this were the case, it was lilegal.

Councilman Lindenberg MOVED, Councilman Houle SECONDED that Water Dept. employee, Jack Maners, be authorized to take his vacation after the present exter crisis has passed and be paid for in a regular manner. NOTION CARRIED.

APPEINTMENT-P HEALTH COLLISSIONERS tinyor Hartke stated that two Councilmen should be appointed as Health Commissioners to serve as members of the Clark County Health Board.

Councilman Petitti McVED, Councilman Houle SECOMDED that Dr. Houle and by Lindenberg be made members of the Clark County Health Board. MOTICAL CARPIED.

BUTTY OF CITY POLES

City Treasurer Houle referred to the Statutes of Nevada, Chapter 283, 1953, p. 396. Section 6, as follows: "The Council shall cause as audit of the said city broks and accounts to be performed and rendered after the close said city broks and accounts to be performed and rendered after the close of each fiscal year of said city or oftener at the discretion of said council. Said audit shall be made by a certified public accountant to be appointed annually by the city council." Councilman Houle stated the fiscal period ended June 36, 1957 and as City Treasurer felt an audit was in order. The City Clark sivised that the books of the City were audited semi-annually, at the end of Incomber and June by the firm of Robison, Will and Wood, Centified Public Accountants of Salt Lake City, Utah, and they would audit the books as soon after the close of the fiscal year as their schedule would permit, probably the last of July.

Bevel of The align b

Councilman Houle MCVCI that the City Council should reprimend and densure 1.6 action of Councilmen Lindenberg and Straben for conduct unbecoming and inen. This is sue to removing files from the City Hall and to described. This is sue to removing files from the City Hall and to described in the erronous information to the press calculated to mislead the public and to impair the reputation of a member of the Council. They are continuously moduled in the much and mire of dirty politics to make the lines for the serves and their salfish aims. Inasmuch as Councilmen in the lines for the serves and their salfish aims. Inasmuch as Councilmen in the three parts of the strabe have seen fit by foul means to attempt to discredit a captar, it sight be well no print out in Mr. Lindenberg's case that the first in violation of the law. Since October 6, 1000, he has been within a market of a council as the situation. There is no other choice of the first in the first interest interest in the first interest interest in the first interest interest

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recommending certain streets be designated as truck coutes and requesting up-grading of specifications for same, providing for weight limits per axie, etc., to be incorporated in an ordinance and suggesting methods of financing cost of improvement of structs designated as truck routes, etc. Discussion followed by members of the Council, and it was pointed out that it was not economically feasible at this time.

Councilman Strahan MOVED, Councilman Petitti SECONDED that the recommendation of the Planding Commission felative to truck routes be tabled for further study. MOTICN CARRIED.

"JOE WILSON PARK"

Mayor Hartke reported that he had been in conference with member of the Clark County School District relative to the purchase of lease of property known as "Joe Wilson Park" and had determined that in accordance with state laws the property must be appraised and then put up for sales. The School Board is presently having an appraisal made of approximately ill parcels of land, or 2k acres, with a request that a minimum value be placed on each unit, and the City of North Las Vegas will be given the first apportunity to purchase. It will be approximately 60 days before the appraisal will be completed. will be completed:

BOARD OF ELECTRICAL EXAMINERS

A list of names were submitted by Chief Bldg. Inspr. Tate for perusal by the Council from which a Board of Electrical Examiners, as called for in the electrical code, might be selected. Councilman Petitti suggested a decision on this board be made at a future meeting, to which the balance of the Council concurred.

RIGHT-OF-WAY AGREEMENT CITY OF LAS VEGAS

City Engineer Chary requested the Council to authorize the Wayor and City Clerk to sign a right-of-way agreement with the City of Las Vegas, for the Pecos sewer line, immediately upon its presentation.

Councilman Petitti MOVED, Councilman Strahan SECONDED that the Mayor and City Clerk be authorized to sign the agreement with the City of Las Vegas when they approve the right-of-way for our Pecos Sewer Line. MOTION CARRIED.

BID CO 30 H.P. PUMP

Water Master Piper requested permission from the Council to purchase an an emergency basis a 30 horse power pump to replace a larger pump being moved from College Park #2 well to the East Vegas Tract Well #1. The College Park #2 well would only require a 30 H.P. motor to pump 200 gallons of water per minute and could be purchased for approximately \$5,161.00; from Pheips Pump A Faultment Council Pump & Equipment Co.

Councilman Petitti stated he wanted to go on record as not favoring emergency purchases, saying he felt we could anticipate and plan our programs for enough in advance so we can advertise for bids on purchases in amounts of \$1,000 and over.

Councilman Strahan MOVED, Councilman Petitti SECONDED that Mr. Piper be authorized to request at least three bids for the purchase of a 20 H.P. pump for use in College Park #2, the sealed bids to be in the hands of the City Clerk no later than 5100 P.M., Wednesday, June 17, 1959. MOTION CARRIED.

GARPAGE DISPOSAL CONTRACT

Mayor Hartke gave a brief outline of what other cities are recelving percentage wise from their agreements with the garbage disposal company, saying Henderson receives 10%, but it return loss the disposal company's billing for them on their machines, and no collectors are required in the field.

The City of Las Vegas is auditing the disposal company's books, and North Las Vegas could avail themselves of the same audit, at rocost, to facilitate bargaining. It was brought out that although our contract has an acceleration clause based on larger gross, etc., that we might not be able to expect as large a percentage increase as Las Vegas due to the delinquency factor in North Las Vecas.

Councilman Houle MOVED, Councilman Petitti SECONDED that the Mayor be authorized to negotiate with the Southern Nevada Disposal Company for a raise in rates, to be no less than 5%. MUTICA CARRIEL.

Mayor Hartke announced the meeting would be recessed until June 17, 1959 at 5:00 P.M.

\* \* \* \* \* \* \* \* \*

RECESS

Robert M. Nelson

. . . .

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and have a date set for opening of the bide. .

Councilman Beatty MOVED, Councilman Stein SECONDED that the Water Master be authorized to seek bids in the usual manner for sewer line contract in Codlege Park #11. ACTION CARRIED.

Mr. Piper brought up the matter of acceptance of deeds covering two tots in the East Vegas Tract, one with a well and the other the City is contemplating crilling a well on, which is from John Cavanaugh, Margery Cavanaugh, Charles Cavanaugh and Mary C. Cavanaugh. Mr. Piper said there was one more well permit to get from the Cavanaughs, which was just a matter of getting Charles Cavanaugh's signature.

Councilman Stein MOVED, Councilman Beatty SECUNDED that the City accept the site commonly known as the Cavanaugh Well-Site described as Lot Sixteen (16) In Block Fourty-four (14) and Lot Thirty (30) in Block Fourteen (14) of the East Vegas Tract in the County of Clark, State of Nevada, and also accept the assignment of Water Fermit #133329, and the other necessary papers for the acquisition of the Well, subject to Mr. Charles Cavanaugh's signature. MOTION CARRIED.

Mr. Joe DeMarco, who was present, asked if the Cavenaughs were being compensated by the City for this property, to which Vice President Lindenberg replied; "No."

## Street Dept.

Street Superintendent Jacka read an inter-office communication dated January 19, 1959 to the Mayor and City Council re: Mr. Purdy of Vegas Wholesale having excavated a street on property owned by Mary Bruno, and the proposed use of a portion of white St. Ms a truck thoroughfare through to College, which would be in w clatton of City's trucking ordinance. Vice President Lindenberg said he thought Paul Mathis was also in violation of this ordinance and should also be considered in this connection. Discussion followed, and it was determined that Mr. Purdy could use Carey Street to McDaniel and thence to the Highway, but not White Street.

Councilman Strahan suggested the Council direct the Chief of Police to contact to. Purdy and give him an ultimatum to use Carey and abandon the use of White Street, informing him the law will be enforced.

Mr. Jacks suggested the matter of setting up pre-designated streets for truck routes be referred to the Planning Commission, as this is becoming an increasing problem. After the Planning Commission has designated the streets to be used, the plan should be submitted to the City Council for approval.

Vice President Lindenberg directed Police Chief Bunker to contact Mr. Purdy and carry out the instructions of the Council.

The matter of Paul Mathis was brought up; and it was noted that at the December 15th meeting of the City Council the licenses to Paul Mathis for a tree topper license and excavating, grading and paving at 313. N. Main, Las Vegas, were to contain a clause that no equipment be kept at his home address (1836 Jefferson, North Las Vegas) or vicinity. Councilman Strahan felt he should be given a warning that he is in violation by parking his trucks at his home, and if he does not cooperate, he should come before the Council February 2, to show cause why his license should not be revoked. Chief Bunker was directed to take care of this matter also.

## SPECIAL BUSINESS

Councilman Straham asked the Council if they would be in accord with having the City Clerk write a letter to the Southern Nevada Disposal Company requesting that the lida be replaced on garbage cans after they have been emptied. Mr. Tate said the building department received many calls from citizens regarding this. Councilman Strakan said he felt the matter was serious enough to constitute grounds for revoking their franchise in North Las Vegas. The Council agreed to asking the City Clerk to write the Disposal Co. regarding the matter.

end he wished to compliment the City Council or whoever was responsible for getting the new shopping center for College Park. He said he was very grateful for it and wished to give the Council a vote of thanks.

Mr. Hufford was informed that in the spring, the ballot would include voting on an assessment district for further improvements to the City as we attempt to move toward a first class city with sidewalks, street lights, curbs, and gutters.

Councilman Stein MOVED, Councilman Strahan SECONDED that the meeting be adjourned until February 2, 1959 at 7:00 P.M. MOTION CARRIED.

APPROVED:

|                | Role Im Nelson |
|----------------|----------------|
| Vice President | ZAZA LIPERTO   |
| Attales        | •              |
| Colo Beatty    | •              |
| Councilmen     |                |

Py. 204 Jan. 19,

Clerk

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Coincilman Lindenberg asked, if the license were in existence as applicable to tavern figure and beverage licenses, an increased fee would have had to been paid? Is that correct? The City Clerk replied if the option were exercised now and they were permitted to operate in the new location, the fee would have to be increased.

After discussion, Councilman Lindenberg MOVED, Councilman Strahan SECONDED, that the Council approve the change of address on the retail liquor license, but refer the change of type of license to the City Attorney for an opinion to be given at the next meeting. MOTION CARRIED.

Chief Bidg. Inspr. Roland Tate requested the Mayor to write Mrs. Lillian Miller in remained to her cooperation in removing the old buildings at 1884-86-88 No Main Street and replacing them with creditable new buildings. The Mayor stated this would be done and that in the course of his program of public relations had written over 1500 letters to citizens relative to a clean-up campaign, and had also written many letters to citizens in regard to any achievements (civic and club organization participation) or any paraons accomplishments or disaster that are made known to him. The Mayor felt the results of these letters were very satisfying and had established a good foundation of public relations, which had heretofore not been attained.

The City Attorney presented a lease between the Clark County Fair and Recreation Board and the City of North Las Vegas, outlining the terms and conditions for leasing the property at the location of the swimming pool, as follows:

The term of the lease shall be for a period of five years commencing April 1, 1958 and terminating March 31, 1963, providing that the term shall be automatically extended for successive periods of five years, unless one or the other parties gives notice of intent to terminate at the end of the then current term. Mayor Hartke recommended that this matter be tabled at the present time, as he was vice Chairman of the Fair and Recreation Board and wanted to check the matter.

Councilman Beatty MOVED, Councilman Strahen SECONDED that the meeting be recessed until

APPROVEDL

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CITY OF NORTH LAS VEGAS MINUTES OF RECESSED COUNCIL MEETING MAY 19, 1958

A recessed meeting of the City Council of the City of North LasVegas, Nevada was chiled to order by Mayor Hartke at 7:00 P.M., Monday, May 19, 1958 at 1301 E. College Avenue, North Las Vegas, Novada. Present and constituting a quorum were Councilmen Beatty, Lindanberg, Stein and Strahan. Also present were City Clerk Nelson and City Beatty, Lindenber Atterney Mendoza.

Reverend Gailmundson offered the invocation.

# APPROVAL OF LINUTES

Councilman Strahan MOVED, Councilman Lindenberg SECONDED to table the minutes until they had an apportunity to read them. MOTION CARRIED.

# LATTER FIGH SOUTHERN NEVADA DISPOSAL SERVICE

The Mayor referred to a letter from Max Chasen of the Southern Nevada Disposal Service stating his desire to sell his Disposal Service because of ill health to the following business or professional men: Mr. Mel Cooper, Mr. L.L. LaFortune, Mr. John Isola, Mr. Alfred Isola, Manneth Smith, M.D., J. R. McDaniel, Jr., M.D., Grant Lund, M.D., Mr. David Arats, Mr. Thomas Hughes, Mr. Cekley Townsend, Mr. Robert Gordon, Mr. Harry Lahn and Mr. C. R. Crandall. The Mayor also mentioned letters received from Doctors John P. Wathins and Enerry E. Fightlin, confirming Mr. Chassen's recent illness.

Atterney Roger Poley, representing the new stockholders of the Southern Nevada Disposal Service, stated that for tax purposes they had formed three different corporations, and they weren't prepared at the time to say which corporation would ask for the transfer of the franchise with the Southern Nevada Disposal Service. The Council was in agreement that when it could be established which one of the three new corporations was a last the responsible for taking over the franchise, the Council would oblige them by alast of the openia again. This was concurred in by City Attorney Mendoza.

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# CITY OF HORTH LAS VEGAS MINUTES OF REGESSED COUNCIL MEETING MAY 19, 1958

A recessed meeting of the City Council of the City of North LasVegas, Revada was called to order by Mayor Hartke at 7:00 P.M., Monday, May 19, 1956 at 1301 E. College Avenue, North Las Vegas, Nevada. Present and constituting a quorum were Councilmen Beatty, Lindonberg, Stein and Strahan. Also present were City Clerk Nelson and City Attorney Mendoza.

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Reverend Gudmundson offered the invocation.

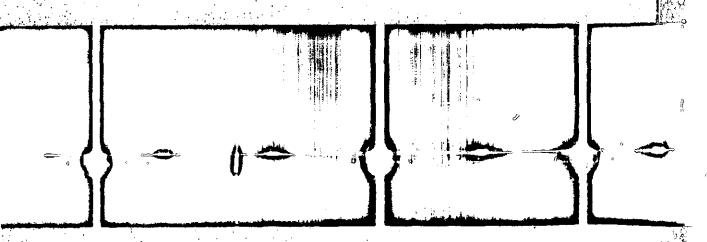
## APPROVAL OF MINUTES

Councilman Strahan MOVED, Councilman Lindenberg SECONDED to table the minutes until they had an opportunity to read them. MOTION CARRIED.

# ETTER FROM SOUTHERN NEVADA DISPOSAL SERVICE

The Mayor referred to a letter from Max Chasen of the Southern Nevada Disposal Service stating his desire to sell his Disposal Service because of 141 health to the following business or professional ment Mr. Mel Cooper, Mr. L.L. LaFortune, Mr. John Isola, Mr. Alfred Isola, Kenneth Smith, M.D., J. R. McDaniel, Jr., M.D., Orant Lund, M.C., Mr. David Arata, Mr. Thomas Hughes, Mr. Oakley Townsend, Mr. Robert Gordon, Mr. Harry Lahr and Mr. C. R. Crandall. The Mayor also mentioned letters received from Dectors John P. Watkins and Harry E. Fightlin, confirming Mr. Chassen's recent illness.

Attorney Roger Foley, representing the new stockholders of the Southern Nevada Disposal Service, stated that for tax purposes they had formed three different corporations, and they weren't prepared at the time to say which corporation would ask for the transfer of the franchise with the Southern Nevada Disposal Service. The Council was in agreement that when it could be established which one of the three new corporations was going to be responsible for taking over the franchise, the Council would oblige them by placing them on the agenda again. This was concurred in by City Atterney Mediaza.



# ION OF REQUEST FROM JOINT PORTER RE: LIQUOR LICENSE - DE LUXE LIQUOR STORE

stated that not enough time had been given to consider John Porter! request, by Forter produced the iniginal lease held by De Luxe Liquor. Mayor Hartke flow of the lease. Councilman Strahan MOVED, Councilman Lindenberg SECONDED matter be tabled until the City Attorney had an opportunity to give it some ender his opinion.

## CLATES

Stein MOVED, Councilman Beatty SECONDED that the following claims be approved: a Claims #2255 through #2308; Utility Fund Claims #942 through #969; Sanitary Claims #162 through #164; and Trust Fund Claims #219 through #223. MCTION id Claims

# LICOST

Stein MOTES. Councilman Strahan SECONDED that the following licenses be aptibat #6 be approved subject to inspection by the Building Department:

Thogson, 1815 Statz St., North Las Vegas - Child Carc.

H. Robillari, 1980 Fromont Street, Las Vegas - Trucking.

L. Narb, 1832 Tempah Highway, Las Vegas - Trucking.

ixon, 1987 1. "" St., Los Vegas - Sign Painting.

T. Dabon, 3r., 1818 Industrial Rd., Las Vegas - Lath & Plaster Contractor.

Bissette, 2123 N. Main, North Las Vegas - Janitor Service.

Tansti.
This Takeurn, This N. Arin, North Las Vegas - Service Station & Cafe.
St. This D. Fair Fr., North Las Vegas - Motel.
Wade, Add A arin Lt., North Las Vegas - Cafe.
Made, A. C. in Tt., North Las Vegas - Beverage (Eeer).
This D. Cain Tt., Isrth Las Vegas - Liruor License.

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## ADJOURNMENT

Councilman Beatty MOVED, Councilman Stein SECOMDED, that the meeting be adjourned until October 7, 1957. MOTION CARRIED:

APPROVED:

MAYOR

Robert Miles

John Marie

Walter Lindenberg

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MINUTES OF REGULAR COUNCIL MEETING OCTOBER 7, 1957

A regular meeting of the City Council of the City of North Las Vegas, Nevada was called to order by Mayor Hartke at 7:00 P.M., Monday, October 7, 1757, at 1301 East College Avenue, North Las Vegas, Nevada. Present and constituting a sudrum were Councilmen Beatty, Lindenberg, Stein and Strahan; also present were City Clerk Nelson and City Attorney Mendoza.

Reverend G. B. Gudmundsson gave the invocation.

## APPROVAL OF MINUTES

Councilman Beatty MOVED, Councilman Strahan SECONDED that the Council approve the minutes of September 16, 1957. MOTION CARRIED.

# GARBAGE CONTRACT

This matter was moved to first order of business as all interested parties were present.

Attorney S. Lionel, representing the Clark Sanitation Company was opposed to a new contract with the Southern Nevada Disposal Company. He felt the City should advertise for bids, and that his company was prepared to pay the City 10% of the gross sales for the garbage franchise.

Councilman Stein asked Attorney Lionel how long their company had been operating in this area, how many trucks they had, and how many employees. Attorney Lionel replied that they had been operating about five months, had two trucks and two employees, and in a position to get more trucks, etc. Councilman Stein asked how much they were capitalized for, and Attorney Lionel replied \$25,000.00.

Attorney Lionel went on to say that the contract now existing was an illegal contract, to which Mayor Harthe objected; asking the attorney if it was not a matter of opinion rather than a decision of the court. Attorney Lionel then stated that he was quite certain the original contract was illegal, because the original contract was drawn up and signed in 1952; at which time the Council then in office did not have the power to give a franchise, and did not have such power until the City Charter of 1953 provided such power.

Heyer Hartke then asked Councilman Lindenberg if he had any comments he wished to make in this matter, and Councilman Lindenberg referred to certain sections of the statutes which required the City to make certain regulations to secure the general health of the City. It was Councilman Lindenberg's belief that the Council's obligation to provide the City with an adequate means of disposing of their garbage was sufficient basis for their entering into a garbage contract.

Councilman Strahan asked City Clerk Nelson if the former City Council had not excercised their option to renew this contract with Southern Nevada Disposal Company. City Clerk Melson replied in the affirmative.

Attorney Lionel replied that this did not alter the fact that the original contract was entered into illegally. Mayor Hartke asked Attorney Lionel if he did not feel, as an attorney, that the exercise of an option would impart the ratification of a contract. Attorney Lionel replied that this was not what the City was doing - they are not renewing a contract; they are entering into a new contract for a longer period of time.

Tayor Marike stated that the Council felt the contract entered into was legal. Attorney 2 lone! again stated be felt a new contract should go out on bid.

Pg. 110 oct. 9,18

City Attorney Leavitt presented to the Council the contract with the Class County Humane Society. Miss Williams and Mr. Gaston of the Humane Council by Mr. Leavitt. After such discussion and disagreement on the contract submitted, this matter was tabled until 4th January, 1954. Miss Williams then explained the new licensing system to the Council.

Inasmuch as Mr. Charlie McDoneld complied with Charter of the City of North Las Vegas in regard to annexation of property and there was no public objection to this annexation. Councilman Stanley moved that Mr. McDonald's property be annexed to the City of North Las Vegas, Nevada, Councilman Duritly seconded the motion and it was carried unanimously.

Councilman Gilmore brought to the Council's attention the mecessity of a resolution to set the fees of slot machine and gambling device licenses. Councilman Stanley duly moved that the following resolution be a lighted;

BE IT RESOLVED that the License Fee for all alot machines be indicated from \$10.00 to \$15.00 per quarter per machine and that the License fee to operate a gambling device, pinball machine, minature broading alley, shuffle boards, etc. be increased from \$5.00 to \$15.00 per quarter per machine, until such time as a new Ordinance can be drawn up governing License Fees on the above gambling and amusement devices.

Councilman Duphily seconded the motion and it was carried unantapush;

The following schedule for increase in wages for the Water Department was presented to the Council for approval. This increase amounts to approximately a 5% raise, and will be effective 1 January 1954.

Robarts - \$1.66 increased to \$1.85 per hour

Dunn - 1.85 " 1.95 "

Brown - 2.00 " 2.10 "

Parsons - 1.85 " 1.95 "

Ely - 1.66 " 1.75 "

Piper - \$400.00 increased to \$450.00 per month

O'Dell has not been with the City long enough to be included in this raise.

Councilman Gilmore moved and it was duly seconded by Councilman Duratly that the Council accept as outlined, the raise in Water Department salaries effective 1 January, 1954. It was carried unanimously.

A schedule for an increase in wages for the Street Department was proposed. Guy Jacka would receive \$400.00 per month instead of \$375.00. Each man employed by the Street Department would get a raise of .10¢ per hour effective January 1, 1954. All these employees have been with the Department for over six months and their present adlaries correspond with the present adlaries of the Water Department. Councilman Gilmore moved that this increase in wages for the Street Department be accepted and approved as presented. Councilman Duphily seconded and the motion was unanimously carried.

An emergency ordinance numbered 108 and entitled: "AN OBLINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA, ALENDING SECTION NO. 1 OF ORDINANCE NO. 82 ENTITLED: "AN ORDINANCE TO AMEND SECTION NO. 11 OF ORDINANCE NO. 7, BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES, IN CONFLICT HEREWITH BY PROVIDING A NEW SCHEDULE OF RATES FOR GARBAGE COLLECTIONS, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH, AND DECLARING AN EMERGENCY, was read aloud. Councilman Gilmore moved, Councilman Duphily seconded, and it was unanimously carried that this Ordinance be adopted effective December 31, 1953.

An emergency ordinance numbered 109 and entitled AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, CLARK COUNTY, NEVADA, REQUIRING PERSONS ODIVICTED OF CERTAIN CRIMES; WHO SHALL COME INTO OR BE WITHIN THE SAID CITY OF NORTH LAS VEGAS, TO REGISTER IN THE OFFICE OF THE CHIEF OF POLICE OF SAID CITY, FIXING THE PENALTY FOR THE VIOLATION HEREOF, PROVIDING FOR OTHER MATTERS RELATING THERETO, AND DECLARING AN EMERGENCY, was read aloud to the Council. Councilman Duphily moved, Councilman Gilmore seconded, and it was unanimously carried that this Ordnance be adopted as read, effective December 31, 1953.

An emergency ordinance numbered 110 regarding a Public Pound was read. Councilman Duphily moved that this Ordinance be tabled until further  $\infty$ n-sideration could be given on it. Councilman seconded and this motion was unanimously carried.

Ah ordinance numbered 111 entitled AN ORDINANCE PERTAINING TO PERSONS RESISTING OR OBSTRUCTING POLICE OFFICERS WHILE IN THE EXERCISE OF THEIR OFFICIAL DUTIES, AND PROVIDING FOR PENALTIES FOR THE VIOLATION OF THIS ORDINANCE, was read aloud for the first time. This ordinance was held for the second reading at the next regular meeting of the City Council.

An Ordinance numbered 112 entitled AN ORDINANCE DEFINING AND PROHIBITING PETTY LARCENY AND PRESCRIBING PENALTIES FOR THE COMMISSION THEREOF AND FEPELLING ORDINANCE NO. 20 ENTITLED "AN ORDINANCE DEFINING AND PROHIBITING PETTY LARCENY AND PRESCRIBING FENALTIES FOR THE COMMISSION THEREOF", was read aloud for the first time. This ordinance was held for the second reading at the next regular meeting of the City Council.

Pg. 280 Nec. 21, 1953

Mr. Robison and Mr. Hill presented to the City Council the completed audit report for the period January 1, to June 30, 1953 which was read in full to the City Council. The report was then discussed and various details were brought up that necessitated action in regard to the affixing of the responsibility of water hook-ups and water users.

Councilman Stanley moved that in connection with this matter, the firm of Robison and Wood be instructed to contect Lauren Gibbs and have him formulate an ordinance covering this matter, to be included in said ordinance; a registration date for all water users to appear at the City offices and sign up for water usage. Councilwoman Porter seconded the motion. The City Clerk was instructed to write Mr. Gibbs also and give him written authorization.

Mr. Robison then presented to the City Council the Claim for their suditing services in the amount of \$3,304.00. Councilman Gilmore moved that this claim be allowed. It was carried unanimously.

City Engineer Si Perliter then requested that Publication of Notice for Removing, Reinstalling, Furnishing and Installing Deep Well Pumping Unit be effected. Specifications to be made available in The City Clerk's Office. Councilman Stanley then moved that Council authorize the publication of these notices, to be effected on December 2nd, 1953, Second Notice of Publication, December 9; 1953. Councilman Duphily seconded the motion. Carried unanimously.

Mr. Perliter then brought up the subject of Flood Control Study. Authorization had been granted by Congress in June of 1952; however, no funds had been voted for this purpose. It was suggested that letters be directed to the State Senators requesting that action be taken towards the voting in of these funds.

The proposed raise in garbage rates as submitted by the Southern Nevada Disposal Service then was brought up for discussion. It was decided that these raises be allowed. Councilman Gilmore moved that a resolution be adopted allowing the increase in rates as proposed by the So. Nevada Disposal Service and that an employe of said Company be deputized to. effect collection of monies and enforce the garbage ordinance. Councilwoman Porter esconded the motion. Carried unanimously. The City Clerk was instructed to write Mr. Max Chasin to this effect.

Councilman Stanley moved that the meeting be adjourned. Councilman Gilmore seconded the motion. It was carried unanimously.

MINUTES OF THE REGULAR DEETING OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA.

December 7, 1953.

A regular meeting of the City Council of the City of North Las Vegas, in the County of Clark, and State of Nevada, was held in due compliance with the law and the ordinances of Said City, at 7:00 o'clock P.M. at 1836 North Nain Street in North Las Vegas, Nevada, on December 7, 1953. There were present and answering the roll call, the following constituting a quorum:

Mayor: Councilman: Councilman: Councilman Councilwoman: Earl J. Webb Warren T. Stanley Henry J. Duphily E.L. Gilmore Dorothy Porter

There were absent:

None

There were also present:

City Clerk! Jane M. Lopez City Attorney: Elwin Leavitt

The meeting was called to order by Mayor Earl Webb.

Minutes of the regular meeting, held November 2nd 1953, and the special meeting held November 30th, 1953, were read and approved with a correction teing made in the Minutes of the regular meeting.

Councilman Gilmore opened the discussion on a proposed increase in wages for the Police Department. This increase in wages will amount to a 10% increase over the preveiling rate and is a nominal raise. Since it is agreeable with the Chief of Police and the rest of the force, who at present are dissatisfied with their wages, it would stop many of our trained officers from leaving our force. This raise will not go into

Pg. 276 Nec. 7, 1953

Si Perliter brought to the attention of the City Council the necessity of hiring a capable person to obtain sewer right-aways inasmuch as the City Clerk is in no position to handle this matter. Mr. Perliter stated that a Mr. Stoll, who is employed by George Wade, the City Engineer of Las Vegas, is agreeable to doing this job and he is well qualified for it. It was duly moved and seconded by the City Council that Mr. Perliter would hire Mr. Stoll and he would be under the direct supervision of Mr. Perliter. Mr. Perliter will bill the City of North Las Vegas for Mr. Stoll's services. This action is pending the approval of Ceorge Wade to allow Mr. Stoll to do this.

Mayor Webb read a letter from the Pacific Coast Building Officials Conference stating that their service fee to Active Class A Members has been changed from \$30.00 to \$50.00 and requested that the Council complete the enclosed ballot as to whether they are agreeable to this change or not. Councilman Stanley moved that the City of North Las Vegas accept the raise in fees and approve Article III and Article IV. Councilman Gilmore seconded the motion and it was unanimously, carried.

A discussion was held on a proposed raise for garbage disposal. Councile man Gilmore moved and it was duly seconded that the discussion be tabled until a following informal meeting of the council in order that more research can be made on this subject.

A protest by Mr. Al Banks was filed in regard to his sidewalk assessment. This was discussed, but inasmuch as Mr. Banks was not present no action was taken.

The City Council authorized an extension of two weeks for the clean-up campaign as there is more work to be done in regard to this matter. Notice of this extension is to be published.

A letter was read from Larry Miller, which proposed that the City lease property from him at \$50.00 per month for storage purposes for a period of three years. Another letter was read which stated that the City could obtain a lease on some property with an option to buy and where it would be possible to remove any improvements made. This property would also be used for storage space. Both these proposals were tabled for further investigation and discussion.

City Attorney Elvin Leavitt read a letter from Mrs. Talbott's lawyer pertaining to the condemned property at 1812 Goldfield Avenue and the back water and sever bill on this property. The council referred this letter to Mr. Leavitt for an answer.

A letter was read from Dr. Paul Herzog in protest against the Sewer Assessment charge levied against him inasmuch as he has sold the property in question. It was decided that the City Clerk write Dr. Herzog advising him that this problem must be worked out between him and Mr. Dustman the new owner.

Mayor Webb read aloud the minutes from the Las Vegas Board of Appeels. Their purpose is to tie-in Henderson, Las Vegas, and North Las Vegas, under a uniform building code and Mayor Webb suggested that we give them our complete cooperation. It was decided with Mr. Beatty's approval that Mr. Rulen Beatty would attend all their meetings as a lot of questions which come up are answered at these meetings.

Si Perliter reported on Federal Homes Park proposal. Mr. Perliter atted that he gave Mr. Cory an advance copy for gravel-packed well specifications and Mr. Cory was to submit plans for a building permit which has not been done. It was decided that a special meeting be called to discuss this.

The following applications for licenses were presented to the Council:

## A & P Clothesline Service

Vegas Trucking & Moving
Attorney at Law
J.M. Refrigeration
U.S. Enterprises Co.
Nev. Outdoor Adv. Co., Inc.,
Brea Mfg. Co.
James E. Wooten Cont'r.
Advance Construction Co.
George L. Morgan-Tower Club
Isvin Molasky Sen. Bidg.
Airway Service & Cafe

J. Perchat
C. Ayers, Jr.
V.J. Hunt
John A. Porter
J.H. Jefferson
Guy P. Holm, Jr.
Leo A. Elkins
John W. Martin
James E. Wooten
Marie Welch
George L. Morgan
Irvin Molasky
Chalmer & M. Landis

Business license

Business License
Lawyer
Business License
Business License
Business License
Business License
Business License
Cafe License
Business License
Cafe & Serv. Stat.

It was duly moved by Councilwoman Porter that the above applications he accepted and licenses granted. Councilman Gilmore seconded this motion and it was unanimously carried. An application submitted for a Land-use Permit by Anthony Porter was referred to the Planning Board which will meet November 5, 1953. An application submitted by E.E. Harnell for a Public Safety Patrol was held up pending police investigation.

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Councilman Stanley then moved that the meeting be received until the following Monday evening, September 28, 1953. Councilman seconded the motion. Carried by unanimous votes.

Jane City Clerk

APPROVED:

Mayor of the City of North Las Vegas

APPROVED:

M. Lughills Williams Production

September 28, 1954.

The recessed meeting of September 21, 1953, was called to Order at 7:30 PM o'clock at 1836 No. Main Street, by his Honor, Kayor E. Webb, on Septembor 28th, 1953.

A letter from Osborne and Dermody was presented to the City Council and read, in which Mr. Broad, acting for Osborne and Dermody stated that due to the delay in obtaining a purchase order from the City of North Las Vegas, he would be unable to perform within the 60-day delivery schedule as set up by the 27th of July, 1953, Council Meeting. He also stated that the prices obtained at that time might not hold up at this date. He requested waiver of the original 60-day delivery date and authorization from Council to a possible increase in prices not to exceed 10% of original bid. Councilman Stanley moved that Osborne and Dermody be granted an additional 60-day extension on delivery from date of P.O. #1176 dated September 24, 1953, but any increase in price would not be acceptable to the City. Councilman Gilmore seconded the motion and the City Clerk was instructed to write Osborne and Dermody to this effect. The motion was carried unanimously.

Mr. Man Chasin of the Southern Nevada Disposal Service then in troduced Br. Weed who has been making a survey of the City of North Las Vegas in connection with the garbage and trash removal. His survey, as of September 28th, 1953, showed that there were 675 accounts available in North Las Vegas, and that the disposal service had picked up approximately 50 new accounts. He also stated that a great many North Las Vegans are not using service and are hauling their own rubbish and garbage and dumping it out in the desert and convenient ravines outside of the City Limits. He also stated that there had been numerous complaints made by regulat users concerning odors when trash and garbage were being burned illegally. He also pointed out the hazards implied to children where promis cuous dumping was taking place. Mr. Chason then introduced the estimated figures of revenues, dues, expenditures, etc., that he had introduced to the Council once before. These were still not acceptable to the City Council and Mr. Julius Newman, Certified Public Accountant for the Southern Nevada Disposal Service, was called upon and asked if he could provide the City Council with a true Profit and loss Statement for the third quarter. He stated that he could and would submit a certified profit and loss Statement. The Council then moved that the contract for Southern Nevada Disposal Service then be tabled until a proper statement was submitted to them for inspection.

Mr. John J. Ritter appeared before the City Council as requested by written instructions from the City Clerk in connection with a violation of the sewer ordinance. He stated he had taken out a permit when Mayor Reynolds was in office. He stated that he met with Mr. Foster and was told to get an easement from the owner. He then could tie on to the sewer. After considerable discussion, it was decided that Mr. Ritter was to bring in inspection papers the next day and Council would act at that time.

Mr. N.L. Rice then presented to the Council the completed petition on the Williams 3rd Addition requesting the setting up of an assessment district for streets, gutters and curb improvements. The City Clerk was instructed to write Nr. Gibbs about the possibility of setting up an assessment district for this addition. Councilman Stanley moved that this action be taken. Councilman Baphily mesonical this impaired. Carried unmaincusty.

A deed of dedication from Esau and Blanch Wilson was presented to the City Council. It was moved by Councilman Stanley that this be turned over to the Flanning Commission for necessary action. The motion was carried unanimously.

Pg. 265 Sept. 29

September 8th, 1955.

A regular meeting of the City Council of the City of North Las Vegas; in the County of Clark and State of Nevada, was held in due compliance with law and the ordifences of said City, at 7:00 O'clock PM, at 1836 North Main Street in North Las Vegas, Nevada, on September 8th, 1953. There were present and answering the soil call, the following, constituting a quorum:

MAYOR: Earl J. Webb Councilman: Warren T. Stanley Councilman: Dorothy Porter Councilman: E.D. Gilmore Councilman: Henry J. Duphilly

There were absent:

None

There were also present:

City Clerk: Jane M. Lopez Ass't. City Clerk: Enna B.Butler City Attorney: Elwin Leavitt City Engineer: Si Perliter

The meeting was called to order by Mayor Webb.

Minutes of the regular meeting, and of the recessed regular meeting held August 27; 1953, were read and approved at read.

An Ordinance entitled "AN ORDINANCE CREATING A MUNICIPAL PLANNING COMMISSION FOR THE CITY OF NORTH LAS VEGAS, NEVADA; PROVIDING FOR THE APPOINTMENT OF THE MEMBERS OF SAID COMMISSION; PRESCRIBING THEIR DUTIES; PROVIDING FOR OTHER MATTERS PROPERLY RELATED THERETO; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH," was read aloud, in full, to the Council; Mr. Leavitt also discussed excerpts from the State Statutes governing the creation of a City planning commission and who was eligible to serve on this Board. This was the first reading of this Ordinance. Insofar as this was declared an emergency Ordinance, it will be published twice. Motion was duly made, seconded and carried that this emergency ordinance be adopted after the second publication.

The tentative list of names of the Planning Board members were again presented to the Commissioners, being: Floyd E. Brewster, Local Architect; Joseph Shapiro, Trailor Court Operator, J.K. Gollum; Wes Webber, Local Draftsman; Earl Evans, Realtor; Rulon Beatty, City Building Inspector; Leland McArthur; Warren Stanley, former Regional Board Member and present City Councilman; and City Engineer, Si Perliter. After much discussion, the approval of the list of names was tabled until the next meeting, pending the submission of additional candidates. This delay was duly moved and seconded.

The names of Mrs. Bernice Hutchison and Hal Fincher were presented to the Council for appointment to the Recreational Board for a term of one year. Motion was made by Councilman Stanley the they be appointed to serve on the Board, the motion was seconded by Councilman Porter.

The school sewage problem was brought up before Council and City Attorney was supplied with the necessary facts to defend the City of North Las Vegas in court action brought by the Las Vegas Schools.

Max Chasen, President of the Las Vegas Disposal Service, Inc., petitioned through his attorney, V. Gray Gubler, for a raise in the rates for garbage disposal in the City of North Las Vegas. Council voted to delay this issue pending receipt of a profit and loss statement from the Southern Nevada Garbage Disposal, Inc.

The completed plans and map for the Cleveland Tract was presented to the City Council by City Engineer, Si Perliter for final approval. The map was approved. Notion was duly made by Councilman Gilmore that the Boris Associates be required to post a Faithful Performance Bond of 100% for the Cleveland Tract for one year, at which time the Council can act on its extension. Motion was seconded by Councilman Stanley and carried by a unanimous vote of Aye.

City Engineer, Si Perliter, advised the Commissioners that Mrs. Boris has requested the City of North Las Vegas to bill her with an itemized statement to present to her backers concerning Sewer Pre-rayment.

Pg. 261 Sept. 8, 195

City for payment of the operating expenses of the Water Department for the remainder of the calendar year of 1952, as an emergency temporary loan. Motion was duly made by Councilman Webb, seconded and cerried that a rix months trailer permit be granted to E. L. Beebee, 2428 Statz Street and to L. Woodbury, 2544 Arrowhead Street. Mayor Reynolds informed the Council that the liquor license of the Jet Inn had been returned to the City by Jerry Frank. The following applications for licenses were presented to the Council: Jet Drive Inn Jet Drive Inn Little Club Grotto Bar H. Robinson H. Robinson H. Robinson Retall Beverage License S. Nasbey - E. Easu-Tavern Liquor & Bev. Lic. R. MacDonald & Cafe License R. MacDonald &

Margaret MacDonald - Tavern Liquor & Rev. Lic.

(adding name of Margaret MacDonald)

Roy Rittner-Carl Morgan-Tavern Liquor & Bev. Lic.

Motion was duly made by Councilman Carey, seconded by Councilman Webb and unanimously carried that the applications be accepted and licenses granted with the exception of the Hacienda Club and that be tabled until the report from the Police Department on the applicants is received. Upon motion duly made by Councilman Webb, seconded by Councilman Carey and unanimously carried Claims No. 3964 through No. 4033, Water Dept. Claims No. 1080 through 1082 and Street Dept. Claims No. 206 through No. 219 be allowed and paid. Councilman Carey stated he would like to have a meeting with the School Roard to find out if it is possible to have the children in the lower grades attend school on the side of the Highway in which they reside. It was felt that with the opening of the new school the small children would attend school on their respective sides of the Highway. The City Clerk was asked to contact the School Board to find out what arrangements would be made. A petition to adjust Garbage and Trash Disposal rates was presented to the Council. The petitioners stated they felt the rates are exorbitant. It was pointed out that some of the business houses had not been paying full feer under the old rates and therefor the new rates seemed too high. A lengthy discussion followed and Mayor Reynolds directed Councilman Webb to see what he could do to remedy the situation. It was brought to the attention of the Council that neveral adjustments in rates had been made by the Scuthern Nevada Disposal Company upon application by business men and residents. There being no further business to come before the Council at this time, motion was duly made, seconded and carried for adjournment. CILY APPROVED: ROVED: Signed in not pres November 3, 1952 A regular meeting of the City Council of the City of North Las Vegas, Nevada, was held on lunday, the 3rd day of Wovember, 1952, at 1836 North Main Street, at the bour of 7:00 p.m. Fresent at said meeting were Councilmen Carey, Webb and Stanley and the City Clerk. His Honor, Mayor Reynolds, was also present and presided at said meeting. Minutes of the regular meeting held on the 6th day of October, 1952 were approved as read. A letter of resignation from Suels Jane Adams, as member of the Juvenile Board was read to the Compoil. Notion was duly made by Councilman Carey, seconded by Councilman Webb and unanimously carried that the resignation be accepted. The City Clerk was instructed to write a letter to Miss Adams thanking hor for her services and the fine work she did while serving on the Board. A letter from the Regional Planning Commission recommending the re-zoning of Lots 5-5-7-8. Slock 1, lots 5-5-7-8. Block 2, and Lots 5-6-7-8. Block 3, all in the North Pifth Street Subdivision to Commercial, was read to the Council, after discussion was had, motion was duly made by Councilman Webb, seconded to Double Institute and unanimously carried that the lots be resoned as recommended by the Flanning Commission. For the presignation of Miss Reams from the Juvenile Roard, discussion took These as to a supressor. Mr. Stanley stated be thought persons interested in a party so the least thirld come fermand and make known they would like to approximate the astronomy and the top present.

Mayor Reynolds reappointed Leland MoArthur in pervo a stangent term on the Planning Board. Notion was duly made by Councilman Stanley, secunded in Councilman Corey and unanimously carried that the re-appointment for each second of the Council of the 11 and 11 a

APPROVED:

Mayor

Post ember 3, 1952

A regular meeting of the City Council of the City of North Lie Vose, Bernds, Was held at 1836 North Main Street, on Wednesday the 3rd day of Contember, 1801, at the hour of 7:00 p.m. Present at said meeting were Councillate Meeting, well and Caroy, and the City Clerk. His Honor, Layor Reynolds, was also present and presented at said meeting.

Minutes of the regular meeting held on the 4th day of August, 1953, and of the special meetings held on the 11th and 25th days of August were approved as seed.

An ordinand ontitled "AN ORDINANCE TO ALTER TECTION 11 OF GROWNERS DO. P
ENTITLED AN ORDINANCE DEPINING GARRAGE, MURICIA, DIRT, AND BEAD AND ALLEREGULATING COLLECTION AND DISPARAL OF CARRAGE, MURICIA, DIRT, AND DEAD AND ALLEIN THE CITY OF NORTH LAS VEGAS; THE FEES TO BE PAID THEMSTOR AND ALLTENS
RELATING THEMSTO: AND PROVIDING PENALTIES FOR THE VIOLETICA OF THE PROVIDING
THEREOF AND REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEMSTORY
WAS read a loud in full to the Council, Motion was duly made by Canadilan Stanfer,
Beconded by Councilman Carey and unanimously carried that the ordinance to adepted.

An agreement was reached with Southern Nevada Disposal Service whereby the Caty would collect garbage fees and for said services to receive 10 per cent of the collections made. An addendum is to be made to the agreement covering this.

The following letter was read to the Council:

Day and Nite Auto Parts Las Vegas, Nevada August 12, 1952

To the City Clerk City of North Las Vegas Nevada.

Dear Madam:

I hereby wish to notify you that it is my intention to appeal the decision of the city board regarding my application for re-zoning of my property on Roosevelt Street and I respectfully request a hearing before the city heard at your convenience.

Yours very truly,

/s/ Lee Wilte

A hearing was set on the above matter for Monday Evening, September 8, 1952 at the hour of 7:30 p.m.

An application for a Tavern Beverage and Liquor License for the Little Club, 1920 North Main Street, by Sid Nasbey and Smile Easa was prepented to the Council. Notion was duly made by Councilman Carey, seconded by Councilman Webb and unanimously carried that the application be accepted and license granted.

It was brought to the attention of the Council that there was a woman bartendar at the Starlite Bar for a matter of about two weeks and that the woman is supposed to be a part owner. Since no change has been requested on the license, the City Clerk was instructed to request Mr. Caves, holder of the license, at the Starlite to appear before the Council on Monday evening, September 8, 1952 at the hour of 8:00 p.m. to explain why an application to have the new owners name put on thelicense has not been filed.

Pg. 214 Sept. 3, 1952

harman in Ecolog Construction Co. 1 mi 3 The state of the 37:00 T. Land of this in 30mm a Explend Pindley Ing. Se. 1000 Wat & tion 1 44., 5 to ., 191 न्ति व्यक्तिक कार्या विकास कार्या विकास \$15.00 野野 电吸收

Cotten ind Suly made by Caperilane Birds of mention to findicial with and considerable constant with the table of the twenty make the transfer of the table of the transfer of

A letter from Coursed Courses. Les Veux fine Addermin, des general de Course ja Cold Anthor vertesting that the Edt sattisment of the Rolling Special and the Course of Constant for Everyon. This en energy was and engine one are and the Rolling Special and the Course of the Course o

A lotter from the Dept-mal Plansfor Country on protein the Thomas which and could be come of the passes of the country of the

The criter of hy scap by Considers with assemble to County tent in and a consider the consideration of county and county and county and county and county and county are a county and county and county are county and county and county are county are county are county and county are count

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NOW, THEREADS, he it to that the Secretal through the authors was and instructed to enter an energy for he on taball of the Tity of heart the Vegap, Hovada, for the call of cald property to the addressed parameter to the addresses of the sum of 26,000,00 opposet to the granting of little terms are at any purchasers.

Be it further RESOLVED that the said Usyor, when the completion of each or be authorized and directed to execute proper does nonversal the title to said real proporty.

Upon botion duly made by Councilmen Stanley, seconded by Councilmen veid and unanimously citried the following resolution was adopted:

WHEREAS, the City of North Las Vesse, Devada, has entered into a court suspect for the purpose of extending a entere system to the entire City or sugar than Vegas, Nevada, and:

WHEREAS, cortain persons coming said real property are destroyed of subsequently hosking on to said cover suffell system, in consideration of granting of said ensembles.

NOW THEREFORE, be it RESOLVED that in consideration for the good int of wason ments to the City of North Las Vegas, for the surmore of laying of the server main, that MARIE B. SPELLMIRE, HOLER E. CAREY AND HARLY TIPE to granted the right at any time to hook on to said sewer cut fall system upon the case terms and considerations as property holders lying within the comparate limits of the City of North Las Vegas, Novada.

An ordinance entitled "N ORDINANCE to AMIND SECTION 11 OF COMMANCE AC. FENTITLED AN ORDINANCE DEPINING CARBAGE, RUBBISM, DIRT AND DEAD ARTHAIS, REGULATING COLLECTION AND DISPOSAL OF GARBAGE, MUBBISM, DIRT, AND PLAT ANIMALS IN THE CITY OF NORTH LAS VEGAS, THE FEES TO BE TAID THEREVER AND MATTERS RELATING THERETO, AND PROVIDING PENALTIED FOR THE VIGILATION OF THE PROVISIONS THEREOF AND REPEALING ORDINANCES AND PARTS OF CROIMINGES IN COMPLICE THEREWITH WAS read aloud in full to the Council for the first reading.

Pg. 211 aug. 4,19

STATE OF ERVADA TO THE County of Clark City of Borth Las Vegas

在事情中有效的 計學的數學生的

The undersigned, Blanche Fisher, does hereby cortify that is the duly appetuted, qualified and acting City Clock of the City of Borth Led Vegas, flare County, Novada. That the foregoing is a full, true and correct copy of an agreement between the State of Novada, author by and through its Department of Highways, and the City of North Las Vegas, which was presented to the City Council of said City of North Las Vegas and City approved and eccepted by said City of Chincil, and that the City council of said city and that the City of Council of said City and a regular meeting of the City Council of said City of North Las Vegas, Navadas on the lat day of Council.

中国的原理 网络新疆山村

IN HITHERS WHERES, I have hereunto set my hand and affixed the official seal of the matth of the office at North Las Vegos, Meveds, this Met day of Cotober, 1981. (e) 17 W

# Aller Clark

Mr. Earl Evans presented e plan to the City requesting that he be given a some exception on the part of his property which is now in the eingle dwelling some. He requested that he reconst for business purposes. He stated that he would be willing to give a strip 20! wide slong the North boundary of his property for street purposes and that property compare North of his property would do likewise. It was recommended by the Planning Touristion that nothing less than a fifty foot street be eligied. However the City Council felt that a forty foot street would be acceptable and motion was duly underty Councilization Correct responses by Councilization by the unintroductive correct that when the doctor to the property for street purposes are turned over to the City a some exception will be property.

the with the second In Figh Fox of For and Associates submitted a tentative authorization plan. Mr. For purt afond por forty serve of subdivision; slas water mine and streets eccording to the properties and meet equin with the Council.

Alired Brits met with the Council requesting that the elleys west of Block ), have Griden Addition which he had descrid to the City be vacated and returned to him as they are of no use and not being maintained; notion was duly made by Councilman who, seconded by Councilman Carry and unanimously carried that the City was to the elley through the proper procedure.

It was brought to the attention of the City Council that the North 100 of Cregor Gurbot and that portion of Williams Street adjoint to Lot 1; Block 6; Williams Second Middition has been given to the School District for additional player and space but this to be supported to the School Board. The the modestry papers had never been drown up and turned over to the School Board. The local band that the deads be drawn up and turned over to the School Board.

the thurshy and Mr. Rob Nelson of Reveds Sanitation ast with the Council and stated they felt that in a chart time garbage pick-up dervice would be back to normal and that Korth Las Vegas would be a separate route rather than part of the Las Vegas routes. Outober 15 was not as the final date for use of the 50 gallon drums and thereafter the Sanitation company would not have to pick up garbage placed in that size container.

a bid by Robert J. Benoit in the amount of \$418.00 for Lot 19, Block 3, William Second addition was presented to the Council. Motion was duly made by Councilman Carey, associated by Councilman Stanley and unanimously carried that the bid be

The Siebrand Brothere Circus asked if it would be possible to get a refund of part of one day's license as they had not been able to open until late. The City Attorney informed the Council that they do not have the authority to grent such a refund.

Ordinance No. 59 entitled. "AN ORDINANCE REGULATING THE KEEPING OF LIVESTOCK AND POSTS IN THE CITY OF NORTH LAS VEGAS, NEVADA; PROVIDING FOR THE REQUIATION THEREOF; AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE; AND REPEALING ALL CHOIMANCES OR PARTS OF ORDINANCES IN COMPLICT WITH THIS ORDINANCE, " was reed aloud in full to the Council, and the Council deceming an emergency to exist necessitating the issadiate passage and adoption of the Ordinance action was taken by the whole Council. Notion was duly made by Councilman Stanley, seconded by Councilman Carey and carried by unanimous wote of the whole Council that the Ordinance be adopted.

Jack Lydon of the North Las Veges Civic Improvement Association etated that at a meting of the Association discussion was had and the Association felt that Mr. Dick King is not qualified to serve as a member of the Juvanile Board, Mr. Curtis Cappelle concurred in this opinion. A discussion followed and Mayor Reynolds stated that until such time as proof of the charges made against Mr. King was given to the Council the appointment would stand. Councilmin Webb stated he had contacted some of the members of the P.T.A., teachers, and the school principal and Superintendent and they spoke highly of Mr. King. Councilman Stanley asked that the charges be filed in written form with the City Clerk for presentation to the Council.

Dg. 174 Oct. 1, 199

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proved as read.

An ordinance entitled "AN ORDINANCE REGULATING THE SIZE AND CAPACITY OF CARRAGE RECEPTACIES IN THE GITT OF MORTH LAS VEGAS" was read about in full, to the Council and motion was duly made by Councilman Stanley, seconded by Councilman Webb and ununimously carried that the ordinance be adopted.

An Ordinance entitled MAN ORDINANCE AMEDING AN ORDINANCE DETITIED, MAN ORDINANCE PROHIBITING SOLICITING FOR SEXUAL INTERCOURSE, OCCUPYING OR ENTING ROOMS IN ANY ROOMING HOUSE, AUTO COURT, HOTEL, APARTMENT HOUSE, MOTOR VEHICLE, OR CHICK PLACE IN THE CITY OF MORTH LAS YEARS FOR THE PURPOSE OF SEXUAL INTERCOURSE WITH A PERSON NOT THE HUSBAND OR WIFE OF THE OFFENDER AND REQUIRING ALL RESPECT OF HOTELS, AUTO COURTS, AFARTMENT HOUSES, ROOMING HOUSES! AND TRAILED COURTS TO ATT A MEGISTER OF ALL PERSONS COUPYING ROOMS OR AFARTMENTS THEREIN WAS FEED VIOLE, in full, to the Council and motion was duly hade by Councilman Cirey, seconded by Councilman Stanley and unanimously carried that the ordinance be adopted:

An ordinance entitled who orbivance about Ting THE KEEPING OF LIVESTICK AND FOULS IN THE CITY OF HOPTH LAS VEGIS, NEWADAY PROVIDING FOR REGULATION DESIRED; AND FROVIDING FOR REGULATION DESIRED; AND FROVIDING FEWALTIES FOR THE VIOLITION OF THIS CROINANCE, AND RETRIEVE ALL CROIPINGS OR PARTS OF ORDINANCES IN COMMITTE WITH THIS ORDINANCE, was read, a Loud in full, to the Council. A great number of residents were in attendance at the meeting, some favoring the passage of the foregoingordinance and some protesting same. Eavor Reynolds requested that each side limit their appeals to thirty minutes. After listening to the discussion, Mayor Reynolds called a ten minute recess.

Locking reconvened.

Hotion was duly made by Councilman Stanley, seconded by Councilman Carry, and unanimously carried that the City Attorney be instructed to prepare en ordinance regulating the hashing of livestock and barnyard fowls and specifically prohibiting the keeping of said livestock and barnyard fowls and thin the limits of the City of Forth Los Vegas unless the enclosure housing said livestock shall be not less than 75° from any dedicated street line or lot line of any adjoining property owner and at least three feet from alley line or essement and any enclosure housing barnyard foul thall be not less than 75° from any dedicated street line and not less than 40° from any lot line of adjoining property owner and at least three feet from any elley or essement.

Hayor Reynolds appointed Orlin Loveland, Buels Jane Adams, Austin Joyce, Jack Petitti and Richard King to serve on the Juvenile Committee. Said board to serve in an advicory caresity to the Council in framing a proposed juvenile ordinance.

This efter, discussion took place concerning the deficiency of the budget appropriation to past the operating expenses of the water department, street department and police department and upon motion duly made by Councilman Stanley, factuated by Councilman Mebb and corried by unanimous vote of the Council the foliating resolution was adopted:

BS IT RESOLVED, that the City Clerk of the City of North Las Vegas be, and she is resolved to rised and directed, to cause to be published in the Las Vegas Morning San, a nestice of intention of the City Council of the City of North Las Vegas upon the 21st day of September; 1951, to act upon three proposed amergency resolutions, one from authorizing a temporary loan, in the amount of \$1,500.00, subject to the approval of the State Board of Pinance, for the purpose of defraying the operating expenses of the Police Department for the belance of the Calendar year of 1951; the second authorization of a temporary loan in the amount of \$2,000.00, subject to the approval of the State Board of Finance for the purpose of defraying the operating expenses of the Water Department for the belance of the calendar year of 1951; and the third authorization of a temporary loan, in the amount of \$3,000.00 for the purpose of defraying the operating expenses of the Street Department for the balance of the calendar year of 1951; and the third authorization of a temporary loan, in the amount of \$3,000.00 for the purpose of defraying the operating expenses of the Street Department for the balance of the calendar year of 1951, said notice to be inserted in one issue of the said newspaper; and to be published not less than fifteen days prior to the date est for the puppled and to be published not less than fifteen days prior to the date

The Sity Clark was directed to contact Ur. Brownlee of the Clark County Humane Society and arrange a meeting with him for the Council.

Motion was duly made by Councilman Stanley, seconded by Councilman Carey and unanisocialy carried that Mr. S. Perliter of the firm of Perliter and Soring be retained to run the survey partaining to the severa.

Ebition was duly made by Councilman Carry, seconded by Councilman Webb and unaninamely carried that the secor lines and prossings which will be under the State Pigness be laid at the time the highway reconstruction work is done.

The City Stranger was instructed to inform those with trailers on their property who are in wickstion of the Ordinance governing same to comply with the law.

The come so fully to de by Councilman Stanley, seconded by Councilman Carey and unaninewally carried that the fity attorney be instructed to take the steps necessary to also into Court those persons who are in violation of Section 7, Ordinance No. 27.

The Site Thank was instructed to contact Mr. Lloyd Compton of the Southern Nevada Mesor To. requesting that Mr. Tomaton meet with the Sity Council with reward to rowing the power moles from Main Street to the alley in back of Main Street.

is emulicate we for a factor lighter and Severage License for the Bowery by Albert firmwarely, and Factor to be founded. Motion was duly made

pg. 169 Sept. 4.13

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Atahort discussion was had on Watur rates now in affect. It was full that some of the rates were not equitable. The Water commissioner and the Watermaster were delegated to revise the schools now in offect. A public hearing will fush us colled and the schools presented to the Public Service Commission for any rows.

Upon motion duly made by Councilman Webb, accorded by Councilman Studies and unanimously carried the Collowing resolution was adopted:

where it has been brought to the attention of the Board of Councilmen of the Chirof North Los Vegio, Clark County, Poveds that contain commercial startes time containing inflament fluids are constructed in a haustday country and

MINREAS, the Board of Councilman of the City of North Lis Wages, Clark Caunty, Royada, Lagla that the public enfaty is jeopurdized by said storage tank installations;

NOW, THEREFORE, be it resolved that all persons, associations, or convertient to required to construct a retaining well around each and every storage than of DD indice, and of sufficient diameter to circumscribe the storage tank.

Be it further RESOLVED that all stores tanks of two hundred sating expectly or core, located in any some other than an industrial sone be removed to said in-dustrial sone on or before the expiration of five (5) years from the date of this Resolution.

Do it further RESCLVED that any violetion of this Resolution be declared to be a public nuisance and subject to the penalties to prescribed for public nuisances.

Councilman Stonley requested the Fire Chief to check on the Clubs in North Les Vegas and require that a secondard door he in the opposite end of the building from the main ontrince. Said foor to swing out and have the words "PIRS SXIT" and a red light whove came.

The Chief of Police was instructed to contact Mrs. Mary Goddis and inform per that the in violation of Ordinance No. 30 by having pige and gosts within the City limits and the nulcance must be abated at once.

A discussion follows on trailers being parked in residential areas. The Chief of Rollow Two instructed to service the City and report on the location of all trailers not in trailers and in the instruction and whether parked by City to park them where located

Counciliann Stonley suggested that the Building Inspector be given a minimum salery of (150.00 per month or 40% of the permit foca, whichever is greater. Discussion on the matter was postponed until the meeting on August 16.

Antion was duly mide, sepanded and curried that the meeting be recessed until August 16, 1951, ot the hour of 7:30 P. U.

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Clty Clerk

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August 16, 1951

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The Dicessed regular meeting of the City Council of the City of North Las Vegas, Esyada, reconvened at 7:30 o'clock P.K., Thursday, the 16th day of August, 1951, at 1836 North Main Street. Present were Councilmen Stanley, Carey and Webb, the City Clerk and City Attorney. His Monor, Mayor Reynolds was also present and presided.

In Ordinance entitled "AF ORDINANCE REQUISTING THE KEEPING OF LIVESTOCK AND FURIS IN THE CITY OF NORTH LAS VECAS, NEVADA; FROVIDING FOR REQUIATION THEREOF; AND PROVIDING FOR RECORD THE VIOLATION OF THIS ORDINANCE; AND REPEALING ALL ORDINANCES, OR FARTH OF ORDINANCES IF CONFLICT WITH THIS ORDINANCE, was read aloud, in full, to the Council. They residents were in attendance to protest the passing of the Ordinance. After a lengthy discussion on the number of feet a corral should be from a dwalling the distance of forty feet was decided upon. The ordinance was reread and mattendance as tuly made by Councilman Carey, seconded by Councilman Stanley and unanimously carried that the ordinance be adopted. The second reading of this ordinance will be had at the regular meeting of the Council to be held September 4, 1951.

in. Moster of Neveda Sanitation met again with the Council. Mayor Reynolds asked what assurance the residents of North Las Vegas would have that the Sanitation. Occapany would not ruin new garbage containers. Mr. Mosley stated that any cans classed through rough handling by the drivers would be replaced or repaired.

An Chilinance maisled wan obdurance negulating the SIZE AND CAPACITY OF CARBAGE

Pg. 167 aug 16.19

RECOMMENDED IN THE CITY OF NORTH LAS VSCASE, was read aloud, in full, to the council to the council to the council to the council to the production was duly made by Council to the adopted.

The Building inspector was asked what progress is being made by Mr. Wilson at the Sair Service Laundry. Mr. Brown stated that the work he started on an approved septio tank but that at present Mr. Wilson was comined the haspital.

Fire Chief Pricke reported that he has made an inspection on emergency exite and that the larger Clubs have secondary exits but most of them open inward. He was requested to contact the Club owners and ask their cooperation in having the exite changed so that they would open out.

The matter of a minimum malary for the Building Inspector was a gain presented to the Council and motion was duly made by Councilman Stanley, seconded by Councilman Webb and unanimously carried that the building Inspector receive \$150.00 per month by 10% of the permit fees, whichever is greater.

Hayor Reynolds neked the Ruilding Inspector if he could set certain days when he would be available at the City Hall. Mr. Brown stated that he would be available on Wednesday and Saturday mornings.

Antiordinance entitled "AN CRD INANCE ASEMBLY AN CRD INANCE ENTITIED "AN CRD INANCE PROBLETING SOLICITING FOR SEXUAL INTERCURSE, OCCUPYING OR RESTING ROCKS IN ANY ROOMING HOUSE, AUTO COURT, HOTEL, APARTMENT HOUSE, MOTOR VEHICLE, OR OTHER FLACE IN THE CITY OF NORTH LAS VEGAS FOR THE PURPOSE OF SEXUAL INTERCURSE WITH A FRESH NOT THE HUSEAND OR MIPE OF THE OFFENDER, AND RECURING ALL KTT TES OF HOTELS AUTO COURTS, APARTMENT HOUSES, ROOMING HOUSES, AND TRAILER COURTS TO KEEP A REGISTER OF ALL PERSONS OCCUPYING ROOMS OR APARTMENTS THEREIN", was read aloud in TULL, to the Council. Lotion was duly made by Councilman Stanley, seconded by Councilman Webb and unanimously carried that the ordinance be adopted.

Chief Parrish reported that the survey has been started on trailers in the Cit but this light been impossible to contact some of the owners. However, the Offic re would happ trying to contact them.

The Building inspector stated that he has contacted a number of residents and that quite a few are making an affort to install proper sanitary facilities.

Notion 339 this made by counc. Iman Stinlay, Stounded by Sound Lan Tebb and unantmously emirica that lot 19, 8 ook 3, Williams Second Addition to edvertised for 10110.

ing Subject of a Vivenila Ordinance was again brought up for discussion and Hayor Rayandis Stated that he would like to appoint a committee of five to work with the Council on the matter.

Ty. T. B. Burke asked the Council if there was a house of prostitution in operation in North Las Vegra. Mayor Reynolds stated that to the best of his knowledge there was none. When Burke stated that she had been told that the Edge-O-Town Motal is ropersting as such. Councilman Carey informed her that he and the Chief of Police has involving in the Mayor that it any such operations were being carried on to about the Edge of the license to operate a motel would be revoked.

Dorothy Brickeen representing the Civic Improvement association asked regarding passons of an ordinance prohibiting the sale and use of fireworks in North Las Vegre. Payor Reynolds informed her that there is no immediate need for such an ordinance but before maxt year the matter would be taken care of.

There being no further business to come before the Council at this time, motion was duly made, seconded and carried for adjournment.

APPROVED I

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APPROVED:

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City Clark

September 4, 1951

A regular meeting of the City Council of the City of North Las Veges was held at 1836 North Main Street, on Tuesday the 4th day of September, 1951, at the hour of 7:00 o'clock P.M. Present at said meeting were Councilmen Stanley, Webb and Carey, the City Clark and City Attorney. Hie Honor, Mayor Mayor Mayor also present and presided at the meeting.

Minutes of the regular meeting held on the 6th day of August, 1951, and of the recessed regular meeting held on Thursday, the 16th day of August, 1951, were up-

168 aug. 16, 1951

neighbor who has a horse correl right against his property ) ine and the coor is very offensive? Mr. Oldson was informed that he can sign a complaint against the neighbor under Ordinance 30 and the nuisance will have to be absted.

Al Brits asked that cows he outlawed in the City and that Ordinance to. 30 to amended so that horse correls will have to be a dertain designated number of feet from shy dwelling.

The following applications for Liemses were presented to the Council: Trentl's Grobery Dudley Hensen Basiness Liem Buningno Licensa Trent's Grocory Retall Liquor License G. Hancock Jet Cafe Juka Box License T & B Heating & Ventilating H. O. Teta Jessie Preke Budiness License lanimed License Dree-Inez So. Nev. Venting Co. 5 Slot Besites Lie. Jot Cafe Haciends Club
C. Sloniger
Peints Market
Rustic Inn
Leo Pahor
Town Club
Loo Gan Tooley
Rotion was duly made by Councilman Stanley Poker Game Lie. Veget Shterprises 2 Slot Backire Lie. Tavers Liquor & Severage Tavarn Liquor 4 Severage Motion was duly made by Councilman Stanley, seconded by Councilman Weth and unanimously cerried that the applications be accepted and license granted.

A letter from Mr. Holoomb of the State Highway Department whating that the Department hopes to call for bids for the construction of the Highway through North Inc. Vogas in about two months time. Discussion was had end motion was duly made by Councilons Corny, seconded and unanimously carried that the City of North Les Vogas will remove the Stop and Co of gnal located at Main and Williams Streets at the request/of the Highway Department, provided a nedestrian operated signal is installed at the time the Highway is widened. The City Clark was instructed to write to the Highway Department and advise them of the action.

The Havor and Council requested the City Clark to write a letter of appreciation to the Arrow head Acres Improvement Assessation for the "Bear East."

There being no further business to come before the Council at this time, cotion was duly mode, seconded and certies for adjournment.

Approved

Councy/Imm

approfydi

Mayor

August 6, 1951

Planty Fich

A regular meeting of the City Council of the City of North Las Vegas, Nevada, was held at 1836 North Main Street, on Monday the 6th day of August, 1951, at the hour of 7:00 o'clock P.M. Present at said meeting were Councilmen Stanley, Webb and Carey, the City Clerk and City Attorney. Due to the absence of Mayor Reynolds, Homer Carey, Mayor pro-tem, presided.

Eligites of the regular meeting held on the 2nd day of July, 1951, were suproved as read.

Mr. Mosley and Mr. Nelson of Hevada Smitation met with the Council. They informed the Council that they are having considerable difficulty in keeping men on the job and would appreciate if the people would cooperate by not loading the garbage too heavily as that is the main complaint of the men on the trucks. Councilman Stanley stated that the Council is studying the Ordinance in view of limiting the size of garbage containers. Mr. Mosley and Mr. Nelson were requested to ment with the City Council for further discussion of the problem on Thursday, tuguet 16.

The subject of horses and cows being correled within the City was again brought up for discussion. Tony Brune suggested that they be allowed but not within 500 feet of a dwalling; Al Britz suggested a minimum of 300 feet from a dwalling; Mrs. O. The field stoted she felt chickens should not be allowed as the small from chickens is a offensive as that from horses or cows. Mrs. R. Leavitt, Mrs. Alla Worth and Mr. W. These was also among those protesting. William Pricke stated that a distance of 500 feet would outlaw all horses, cows, etc. as few residents have a large enough raises of property. Considerable discussion followed and motion was duly made by Councilman Teacher of property. Considerable discussion followed and motion was duly made by Councilman Teacher of property that the City Attorney be instructed to dreft an ordinance whereby horses, cows, chickens, suchs, or so called beingard fowls and animals cannot be kept within a certain number of feet from a dwalling. Said number of feet to be determined after further study of the problem.

ir. Tony bruno requested that the Council reconsider the closing of the floor show it the Chaisey Thub stating that it did draw business to North Las Vegas. Don Pitagerald of the Zoneiber stated he felt it was a drawing card and brought business, not only to the Yabbesy but to the other Clubs as well. The gentlemen were informed

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that will be a credit to the City and would co-operate with the City Officials to the best of his ability.

Mr. Peelan and Mr. Nelson of Nevada Sanitation met with the Council. They PEWIAN ASKS FOR stated that the City has acquired a very good piece of land for a dump site but GENTROL OF DUMP that unless it is properly supervised it will not give the most in service that can be expected. They asked that they be given control as they have been advised by the Mayor that the City will not sell the land to them. Councilman Ward asked that time be given the Council to investigate the matter and the Council will must at 10:00 A.M., Wednesday March 22, 1950 at which time the Council will inspect the dump site and discuss the matter.

LATRO ASKS MISTISSAL OF ir. John Cope met with the Council and stated that his client, Mr. B. L. Laird requested he ask the Council to dismiss the suit which the City has against Mr. Laird. He asked if the City would extend the water lines to the nothern part of North Main Addition. Jos Svans, Watermaster, stated that the old lines are now overloaded and too small and to extend them would mean poor service to the users now on the lines and to any new users and that it would not be advisable to extend the old lines. Mr. Cope stated that in return for dropping the suit against Mr. Laird he, Mr. Laird, would give to the City a deed to both wells in the North Main addition and give to the City 2,000 feet of 4" transite pipe and 1,000 feet of 3" transite pipe. Mayor McDaniel informed Mr. Cope that the City already holds a deed to the well in the south part of the Addition. No action was taken on this matter.

There being no further business to come before the Council at this time motion was duly made, seconded, and carried for adjournment.

FROVED:

CLIL OF SPECIAL MESTING

; ;

To City Clark!

A special meeting of the City Council of the City of North Las Vegas, beveds, is hereby called to be held on the 29th day of Earch, 1950, at the hour of 10:00 o'clock A.E. to consider the following business: Consider revocation of the liquor license held by H. Steingraber of the Dog House Bar.

NOTICE OF STECIAL MEETING

To the Mayor and City Council:

Report McDaniel, a special meeting of the City Council of the City of North Las Teges will be hold on the 29th day of March, 1950, at the hour of 10:00 o'clock a.M. to consider the following business: Consider revocation of the ligher license held by H. Steingrader of the Dog Houre Par.

ACCEPTANCE OF SERVICE

We the undereigned Export and City Councilmen of the City of North Las Vegas, Marada, Conhereny adult due notice of the foregoing notice of Special Meeting.

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MITCHELL MOTEL PRES Dean Mitchell met with the Council requesting that a charge he made in the manner of licensing sportments, motels, etc. Mr. Mitchell stated that he felt the charge should be per unit and not per groups of units as at present, Discussion followed and the matter was tabled till the Council can more thoroughly study the matter.

MITCHSLL STREET LIGHTS POUNTAIN Mr. Mitchell requested that the Council have a drinking fountain installed on the front of the Pire Station Building. The matter of street lights was brought up for discussion by Mr. Mitchell and he informed the Council that the etamberds could be made of pipe at no great cost to the City. The matter was tabled.

GARBAGE BID AVARDED TO NEVADA SANITATION

n. Hain add. Water Well to

BE TAKEN OVER

The bids submitted at the regular meeting of July 7th, 1948, were presented to the Council and after considerable discussion, motion was duly made by Councilman McGovern, seconded by Councilman Griggs, that the contract be swarded to Nevada Sanitation. Motion carried by the following vote: Voting are: Councilman Origgs and McGovern; Voting Nay: Councilman Benoit; Absent: None:

An agreement entered into by the City of North Las Veges and B.1. Laird sad Hazel June Harner was read to the Council.

The following resolution was presented to the Councils

THEREAS, certain citizens and texpayors of the North Main Addition to the City of North Las Vegas, Nevada, did meet with the City Council of the City of North Las Vegas on the 9th day of July, 1948, and

WHEREAS, it was brought to the attention of the City Council that the citisens and property owners residing in the North Main Addition, known as the Francis Corporation Addition, were without water due to a complete failure of the water system in that addition to provide sufficient water for any domestic use or purposes, and that as a result of lack of water the residents of that addition were in directed and suffering undue hardship and inconvenience, and

white 35, the layer of the City of North Les Veges chiled upon the owners of eath water system, Hasel June Warner and B. L. Laird, to explain the insdequacy of water, and in answer thereto it was explained by said owners that it was believed that the pump was inadequate to supply the necessary water, and

wilm WAS, it was proposed that the City of North Law Vegas take over the complete control, ownership and operation of said water well and the system of supple connected therewith, and

WHENTAS, the said owners agreed to purchase a new pump of whatever nature and type designated by the Water-moter and pay for the installation of the mans, and in addition thereto deed the well, water rights, and all right, title and internet thereto to the City, providing the City would assume control and operation of said system and agree to furnish water to the residents thereof during the period required to purchase and install a pump, and

WHEREAS, the Mayor of the City of North Las Vegos, Nevada, did thereupen instruct the City attorney to prepare a Contract to that effect for execution by and between the City and the sold Hazel June Warner and B.L. Laird, which said contract was prepared on the 10th day of July, 1948, and executed by the said Hazel June Warner and B.L. Laird, the said owners, and

THEREAS, the City Council at a Special Keeting held in the City Hall of the City of North Las Vegas, Nevada, did hear the City attorney read the said contract, and being in accord with its provisions,

NOW, THEREFORM, be it resolved by the City Council of the City of North Las Vegas, Nevada, that the said Mayor of the City of North Las Vegas and the said City Clark of said City are hereby authorized and appointed by the City Council to execute the said contract in behalf of the City of North Las Vegas, Nevada.

AROUT RUS.

Upon motion duly made by Councilman McGovern, seconded by Councilman Benoit and unanimously carried it was moved to adopt the agreement and resolution as now-sented to the Council.

There being no further business to come before the Council at this time, motion was duly made, seconded and carried for adjournment.

City Clark

APPROVED:

C. M. Haven

APPRAY'ES

Se. l. M: Daniel

Pg. 83, Jacky 98, 174

granted allowing hre. Dimick to put multiple units on her property. OF SKOSPTION Bids for the collection and disposal of garbage in the City of North Lad Vegas were opened and presented to the Council. The following bids were presented: C.W. Piper: 906 of gross collections 8975,00 per mosth 75% of net collections 90% of the collectible fees Jaycox & Coleman H.P. McCowan Nevada Iron & Metals George P. Blohm ARBAGE BIDS \$1,465.00 per month J.ACZION 90% of the first \$820,00 and 50% of all over Paul V. Mathie \$800.00 per month Paul McKensie Nevada Sanitation Upon motion duly made by Councilman McGovern, seconded by Councilean Origin and unanimously carried, the bids were tabled till further discussion can be had at a special meeting to be called for that purpose. TOTAL APPOINT TO ME MOLION was duly made by Councilmen McGovern, seconded by Councilmen Grisse and On INSPECTOR and improved carried, appointing Sarl Jones to set as building inspector mithout say. There being no further business to come before the Council at this time, motion was duly made acconded and carried for adjournment. APPROVED: CALL OF SPROIAL MESTING To City Clerks A special meeting of the City Council of the City of North Las Vegas, Kevadi in hereby called to be hold on the 20th day of July, 1948, at the hour of 7:00 olology P. H. to desider the Following business: Gerbage Bids, Nater Situation in the North Main Addition.

NOTICE OF SPECIAL MESTING

To the Payor and City Council:

arametricum lenum e

You and each of you will please take notice that rurement to a call this day issued by Mayor McDaniel, a special meeting of the City Council of the City of North Las Vegas, will be held on the 20th day of July, 1948, at the hour of 7:00 o'clock P.M. to consider the following business: (arbage Bids; Water Situation in the North Wain Addition.

ACCEPTANCE OF SERVICE

We the undersigned Mayor and City Council of the City of North Las Vegae, Navada, do hereby admit due notice of the foregoing notice of Special Meeting.

Ma yor

CC Ma Hanen
Council man

Councilmen

July 20, 1948

A special meeting of the City Council of the City of North Las Vegas was held at No. 1837 North Main Street, North Las Vegas, Nevada, on Tuesda, the 20th day of Ame, 1948, at the hour of 7:00 o'clock P.M. Present at said meeting were Council man Benoit, Griggs and McGovern, the City Clerk and assistant City Clerk and the City Attorney. His Honor, the Mayor, was also present and presided at said meeting.

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motion was duly unde, seconded and carried for adjournment, CALL OF SPECIAL MERCING To City Clarks A special meeting of the fity Council of the fity of Karth has used a finish, is hereby called to be held on the 22nd day of dums, 1948, at the district of the consider the following business: Statuszion of the garage audio ection situation; Payment of water pump delivered by French Macuric. ROTTER OF SPECIAL PRINCES TO The Mayor and City Councili You and each of you will classe take notice that nursuant to a said this day insued by theor impaniel, a special meeting of the City Council of the City of North Las Veges will be held on the 22nd day of Anne, 1948, at the hour of \$100 of clock P.M. to consider the following business: Discussion of the garbage collection situation; Payment of water pump delivered by Precont S'astrio. ACCEPTANCE OF SERVICE admit due notice of the foregoing notice of Special Meeting. June 22, 1948 A special meeting of the City Council of the City of North Las Vegas, Nevada. was held at No. 1837 North Main Street, Tuesday, June 22nd 1948, at the hour of 7:00 o'clock P.M. Present at said meeting were Councilmen Renoit, McGovern and Griggs, the City Clerk and assistant City Clerk and the City Attorney. His Wester, the Mayor, was also present and presided at said meeting. Mr. Baldwin met with the Council requesting that he he allowed to put exhins on Mrs. Dimick's property which is in the single dwelling zone. Mr. Baldwin was informed that he must secure the names of 75% of the surrounding property owner. ZONB EXCEPTION to a petition favoring the some exception. Discussion followed on the garbage collection situation. Potion was duly CALL FOR BIDS FOR GARBAGE made by Councilman EcGovern, seconded by Councilman Griggs and unanimously carried authorizing the City Attorney to draw up the necessary papers calling for bids for gurbage collection and disposal also requiring a description of the type of equip-COLLECTION TO ment to be used by the contractor. Motion was duly made by Councilman Benoit, esconded by Councilman McGovern and unanimously carried authorizing the City Clark to pay for the water pump delivered by the Fremont Electric Company thereby effecting a saving for the City in that a discount can be taken if payment is made at this time. OF GESTROSTFIL There being no further business to come before the Council at this time, motion was duly made, seconded, and carried for adjournment. Sity Clark

REQUESTED BY MR. BATDYI!

ar icsum

CITY CLYRK

AY FOR PUMP

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eritz, ordinance 30 de amended

Mr. Albert Brits asked that Ordinance No. 10 be essented sugger it massistant that correls, chicken pohs, etc., be a certain distance from any dwelling, and that strict enforcement of the Ordinance be carried out.

Mr. Rollin Creig mot with the Council and presented a plan for a garage disposal trailer. No action was taken.

HOLD BACK & MON-

Mr. Oscar Bryant met with the Council with records to cooles owing forest SETTLE FOR WITH Nickel for garbage collections. Mr. Bryant was scatted that the country tellion. NICKEL ON ment plus the 8450.00 hold back would be paid ir. Ficted at this time and that HOLD BACK & HON- any monies received by the City for collections made by It that would be paid to him as it accruss.

Mr. Cox met with the Council with regards to work to be done at the street NORK TO BE DONE intersections, and quoted a price of \$35.00 per intersection. Mayor Pelantel AT INTERSECTIONS recommended that the Council, Mr. Cox and Mr. Feterson meet at \$100 F.M., June 8th and tour the City to check on the work to be done.

PINANCIAL AID FOR HEALTH AND SANITATION

A letter from Mayor Cragin of the City of Las Verse and read to the Souncil, which letter requested that the City of North Las Vores contribute if seemile, some financial aid to the Las-Voges-Clerk County Resith Department, as this Department. has been carrying on its progress of Health and Sanitation in the City of North Las Veges: Tayor Gregin also requested that the Council attend a meeting being held at the Health Department on the 7th of June, 1948.

DCG POUND

Kayon McDaniel appounded that a meeting would be held at 7:30 F. .. on the Sth day of June, at which mooting the Dog Pound situation would be discussed with City of Los Vegas Officials.

LETTER PROM

A letter from br. Petrie of the City of Las Vegas was read to the Council, which letter requested the Council adopt the Ordinance for the ferming of a joint Planning Commission, this Council of a to include remners from Clerk County, Las Vegas and North Las Vegas.

PLANNING COLS ISSION ORN. pirst reading An Ordinance entitled, Tan Ordinance Statilization a Removal Placking Ordinasion and Authorizing the Scard of City Countries Countries of the Stry of Roads las Votas, Clark Country, Nevada, to collaborate with the Countries of the Country of Clark, Nevada, and the City of Las Votas, Clark Country, Nevada, and the City of Las Votas, Clark Country, Nevada, in the Council Countries of a Removal Flathics Countries of the Council.

Said ordinated and with the opproval of the Council.

Unchase of HOPERTY FOR TREST PURPOSES KNIGHT

Lotting and duly under by Council non-Benoit, seconded by Consideration to lower and improved that the bus of \$250.00 be to the M.J. Baight for the following de forthed property to the used for street pure the Boginning that a point which has been established as a cetter of interpolation of Recount My Streets and continuing north to 33: 11.27 feet of 33: 11.27 feet of the north boundary line of Rose Carden Addition at the center line of My Street, thence Forth 09 33: 11.250 feet to Council line of My Street.

CITY CLURK AUTH-OFIZ TO TO BUY PROPERTY FROM W. COX.

Upon motion meda by Council on Origin, seconded by Carellon to Govern and unanimously carried; the City Clerk was authorized to pay to William Cox the our of 8500.00, at such the secondary fronting on College Avenue owned by Er. Cox is deeded to the City of North Lee Vegas.

A petition was presented to the Council requesting that the Council change the name of Religion Str. to Own Avenue. The following resolution was passed and adopted:

WHEREAS, there exists in the City of North Las Veges, Kovada, a non-dedicated attest known as "Railroad Street", and

CHANGED TO OTTO A VIOLEN WHEREAS, this said street was first known as Owen Avenue and prior to the unofficial designation of "Reilroad Street", and

WHEREAS, the majority of the residents of said street have petitioned the honorable City Council of the City of North-Las Veges, Nevads, requesting that the name of said street be officially declared to be "Owen Avenue";

NOW THEREFORE, be it resolved by the City Council of the City of North Les Vegas, Nevada, that said street shall hereinafter and until further change in accordance with law, be and the tame is hereby declared to be, forever known as Owan Avenue

Passed and adopted this 7th day of June, 1948 at North Los Vegas, Nevada.

o. C. Robintel

Voting Aye: R.J. Beneit, V.F. Grage, C.C. McGovern Mayor of the City of North Lee Veges 2000年

Calic recuests CHANGE IN LICTUSE PER

Pr. Craig appeared before the Council requesting a change in the license fee for house movers, stating that the fee is too high. He also stated that the fee charged for a moving permit is too low. Fo action was taken at this time.

intion was duly made by Councilman Berbit; seconded by Councilman McGovern and unanimously carried that a radio receiver set be purchased for installation in the Watermadter's truck of 1979, who is entropy and

There being no further business to some before the Council at this time,

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CANVASS OF CITY AUTHORIZED

Upon motion made by Councilmon McGovern, seconded by Councilman Serott and carried the City Clork was authorized to hire a man to denuese the City to make a complete check on water and garbage service users.

CITY CAN FURNISH TATER TO SUNSET PARK .

Mr. For Knouse not with the Comoil. The City Attorney stated that in his opinion, the City of North Lee Veges can give water to the residents of Sunset Park, but that once service is started it cannot be terminated, unless the under into an agreeant with the City of Forth Lee Veges that a such time as an emergency exists the City be allowed to terminate service.

rotion was made by Councilists Benoit, seconded by Councilisms Polovero and carried that the City grant water service to the residents of Sunset Fare CITY TO FURNISH according to contract the City Attorney deems edvisable to enter into with WATER TO SUNSET users. The City will expect the property owners of Sunset Fark to supply PARK their own mains and laterals from the City main which will be brought across North Elin Street. North Pain Street.

There being no further business to come before the council at this time upon motion made, seconded, and carried the Council adjourned.

APPROVED

April 5, 1948

A regular meeting of the City Council of the City of Forth Lee Veges, Bevade, was held at No. 1837 North Main Street, Manday, April 5th, 1948, et 7:00 o'clock P.H. Present at said meeting were Communities Benedt, Griggs and McCovern, the City Clork and escietant City Mark, and the City Attorney. His Honor, the Mayor, wes

Print noticed may with the Council and submitted plans for a conserved provided to be built on forth thin Street for Tony Brund. Discussion followed ISSUED FOR TONY and motion was made by Galadian Benoit, Resounded by Carried that if the macency wall for said building starts ten feet back from the property line permit to build will be issued.

PERMIT CIVES MRS. PRICE

Its Fearl Price constitute the Council and requested that she be given permission to operate a drops shop in her home at 2117 Hoover St. Motion was made By Councilman Benoit, seconded by Councilman Origgs and cerried that permission be given its. Brice to operate a dress shop in her home at 2117 Hoover St.

RO HST CONTRACT TILL AFTER SURVEY MADE

Discussion was held on the proposed water and garbage service users survey to be made in the City. Discussion was also beld as to whether the City should open negotiations for a new garbage collection contract. The decision was reached that Ernest Nickel proceed with garbage collections till after the survey is made and at such time at final decision will be made as to mather the city will ask for new bids for garbage collection service.

BRADLTY BROS. TIII. FROM DIMP Mr. Nickel informed the Council that the Bradley Brothers would like to obtain fill from the dump grounds and to obtain fill would make a transh at the dump grounds. This met with the approval of the Council.

Chief Bordwell informed the Council that he has hired Charles Morrison to MCRRISON APPOINT-fill a vacancy in the Police Department. Motion was made by Gouncilman McGovern, of the Police Department:

LICENSING BIKSS ASKED TOR

Chief Bordwell asked the Council to consider the licensing of bicycles in the City of North Las Verns, also that the Dog Licensing Ordinance be amended so that all dogs are either kept tied or in an enclosure.

PERITION, HORSE CC 3311

A polition was read to the Council acking that the horse correl located at the corner of Enryard and Oxford Streets be moved. The City Attorner was requested to draft a Public Buisance Ordinance.

LETTER PROM ensity out

A letter from the Board of Registered Professional Engineers was read to the Council which letter called to their attention Sec. 124 and 13 of the Engineers'

The Council was informed that the premium of \$675.00 for Comprehensive kul-INSURANCE TABLED tiple Liability Insurence as submitted by the Patterson-Co. was incorrect and the corrected amount is \$521.75. Upon motion made by Councilman McCovern, seconded by Councilman Esmait and carried, it was moved that the matter be tabled.

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Karob I, 1948

A regular meeting of the City Council of the City of Borth Las Vegas we held at 1837 North Main Street, North Lee Veges, Nevada, Monday, March let, 1948, at the hour of 7:00 o'clock P.W. Present at said meeting were Councilmen Benoit, Origge and McGovern; the City Clerk and essistant City Clerk and the City Attorney. His Honor, the Mayor, was also present and presided at said meeting.

MINUTES APPROVED P79. 2nd, 1948

Minutes of the regular meeting held on the 2nd day of Pebruary, 1948 were read and approved as read.

Upon motion made by Councilman Benoit and seconded by Councilman Griggs and unanimously derried, it was moved that Claims No. 323 through 361 and Water Department claims No. 132 through 161 be allowed and paid.

LICENSES GRANTED

The following applications for licenses were presented to the Council: Kirby.Co. of Nevada Business License McDariel Real Satate Co.

Upon motion made by Councilmsn Origes, seconded by Councilmsn McNovern and carried by unanimous vote, the applications were accepted and licenses granted.

Brown's Treiler Court

INSURANCE

A letter from Patterson and Co.; General Insurance, in regards to Public Liability for Bodily Injury and Property Damme, was read to the Council. Discussion followed, no action was taken.

SUNSET PARK

Air. Wax Knause and Mr. Gellagher, of Sunset Park, set with the Gouncil. In Knause stated that at such time as the State Legislature convenes, the anondrary papers will be presented saking to have Sunset Park disincorporated from the City of Lee Vegas and that at such time the property owners of Sunset Park will again patition to be taken within the City Limits of North Lee Vegas.

WATER FOR SUNSET PARK AREA

Mr. Knause eaked if at this time the City of North Las Vegas can furnish water to the property owners of Sunset Park. The City Attorney was requested to give an opinion on the matter and Mr. Ensuss informed that a special assting would be held within a week or ten days and he would be informed of the decision

Oldoussian followed on the change to be ease in the emount peid to the GARBAUS COLLECTOR garbage collector, B. Mickel. Upon notion made by Touncilman Griggs, seconded TO RECEIVE 90% by Councilman McGovern and carried, it was moved that as of March let, 1946, OF COLLECTIONS Ernest Rickel, receive 90% of collections of garbage fees, the City to retain the other 10%.

PRIERSON CAR AND Upon motion made by Councilman Benoit, seconded by Councilman McGovern and SOUPHRIT EXPENSE carried it was moved that Milton Peterson, City Engineer, be given \$75.00 per month carrand equipment expense, effective March 1st, 1948. PETERSON, CAR AND

SIGNAL LIGHT TO BE MOVED

Chief Bordwell asked that the Council consider the removel of the Signal light at Williams and thin Streets and install same on Main Street between Arrowhead and Eagnet Streets.

HAN TO ASSIST DOGGLYCHES :

Upon motion made by Councilman Banoit, seconded by Councilman Griggs and carried, Chief Bordwell was authorized to hire an assistant for the dog catcher are two weeks or less, said man to be paid at the rate of \$1.05 per hour.

- Councilman McGovern asked to be excused and left the meeting.

LAS VEGAS GAS COMPANY

After some discussion on the subject, the matter of granting permission to the Las Vegas Gas Company to pipe gas into the City of North Las Vegas was tabled until such time as the matter can be throughly investigated.

TRANSFER OF PUNDS

Upon motion made by Councilman Griggs, seconded by Councilman Benoit and carried, it was moved that \$3,000.00 from the Water Account be transferred to the Special Account, and this amount to be repaid to the Water Account within 45 days.

Ordinance No. 29, entitled, "AN ORDINANC'S REQUIRING REGISTRATION WITH THE CITY OF NORTH LAS VEGAS POLICE DEPARTMENT AND THE PINGERPRINTING, THUMBPRINTING ORDIVANCE NO. 29 AND PHOTOGRAPHING OF ALL EMPLOYEES OF GAMBLING HOUSES, TAXI DRIVERS AND EMPLOYEES ADDRIVEN THEREOF OF STABLISHMENTS WHERE ALCOHOLIC BEVERAGES ARE SOLD AT RETAIL ON THE PREMISES AND PROVIDING PENALTIES FOR A VIOLATION OF THIS ORDINANCE," WAS read aloud, in full, to the Council. Upon motion made by Councilman Banoit, seconded by Councilman Origgs, it was moved that Ordinance No. 29 be adopted as read. The motion carried by the following vote: Voting Aye: Councilman Origgs and Benoit; Voting The motion Nay: None; Absent: Councilmen McGovern.

There being no further business to come before the Council at this time, upon motion made, seconded, and carried the Council adjourned.

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A regular meeting of the City Council of the City of North Les Vages, whold at Number 1837 North Main Street, North Les Vages, Meyeds, on Monday the 2nd day of February, 1948, at the hour of 7:00 o'clock P.M. Present at oaid meeting were Councilmen Benoit, and Griggs, the City Clark and assistant City Clark and the Acting City Attorney, Harry Claiborne. His Honor, the Mayor, was also present and presided at said meeting.

MINUTES APPROVED JAN. 5th

The minutes of the regular meeting held on the 5th day of January, 1945, were read to the Council and approved as read.

8. WICKEL ASKING Street Nickel met with the Council stating that due to the excessive amount CONTRACT REVISION of garbage that is having to be collected, he would like a revision of the teless of his contract whereby he would receive 90 % of the total garbage fees collect-No action was taken at this time.

JESKE AND

Mr. Janks and Mr. Sperling met with the Council to discuss plans for a new building to be erected on North Main Street and the possibility of obtaining a Tavern Liquor & Beverage License when they are ready to start operation. gentlemen were informed that to date the Council has not refused any application for that type license,

The following applications for licenses were presented to the Council and upon motion made by Councilman Griggs and seconded by Councilman Benoit and carried by unanimous vote, it was moved that the applications be accepted and licenses be granted;

LICENSES CRAFTED

ہ معیائی آٹائی ہو

Jo-Ann's Cafe Rétail Beverege License Plumbing Contractor's License Business License Ray Norrup & Son Boulder Taxi Co: J & J Produce Co. Mary Roblett Accountant's Liounes 3 Slot Machine Licenses Contractor's License The Pup (S. Childers) Wilger Bros. Glass Co. Arrowhead Motel (K. Moore) Business Liomee H. G. Herring Cabinet Shop License Tom's Donut Shop Foremen & Curtis Business License

Gen. Contractor's License Upon notion made by Councilman Benoit, seconded by Councilman Origgs and carried by unanimous vote of the Council, it was ordered that Claims No. 279 through 322 and Mater Department Claims No. 107 through 131 be allowed and paid.

PETITION FOR RE-MOVAL OF JUNK YARD.

11.2 e.4 12.5 e.5 e.5 e.5

CLAINS ORDERED

a petition, signed by eighty-two residents of the North Maio addition, esk-ing for the removal of the junk yard, known as the Nevada Iron and Metals, Ltd., from within the City Limits, was read to the Council. Discussion was held but no action was taken at this time.

MOMINATION CITY Mayor McDaniel then placed the name of Harry Claiborne in nomination for ATT. H. CLAIBORNE the office of City Attorney of the City of North Les Vegas, Nevada. The nomination was approved by unanimous consent of the Council.

SALARY

PAID

Upon motion made by Councilman Griggs, seconded by Councilman Benoit and carried by unanimous vote, it was moved that the City Attorney receive a salary of \$150.00 per month.

NWS SALARY SCHEDULE POR P.D.

Upon motion made by Councilman Griggs, seconded by Councilman Benoit and carried, the following salary schedule for the Police Department was approved; effective February 1, 1948:

Chief of Police \$315.00 per month Ass't. Chief of Police 290.00 275.00 Ceptain Patrolmen

SALARY TO J. EVANS 🕟 CITY CLERK

Upon motion made by Councilman Benoit and seconded by Councilman Grigge and carried, it was moved that Joe Svans receive a salary of \$75.00 per month as City Clerk, effective Pebruary 1, 1948.

SALABY INCREASE MIN. JUDGE

Upon motion made, seconded and carried by unanimous vote of the Council, it was moved that the salary of the Municipal Judge be increased to \$90.00 per month.

SALARY INCREASE ASS'T, CLERK

Upon motion made, seconded and carried by unanimous vote of the Council, it was moved that the salary of the Assistant City Clark be increased to \$240.00 per month.

CILTAN CURB & CUTTERS

Paul Mathis met with the Council asking for specifications for curb and gutters for the City of North Les Vegas, also asking if the City Engineer would set grade and sidewalk stakes. Mr. Mathis was informed that at this time the City is unable to set grade and sidewalk stakes.

There being no further business to come before the Council at this time, upon motion made, seconded, and carried the Council adjourned.

ty Clerk

pa. 11 9.6.2, 2, 194

WHEREAS, it is deemed that said contract price will not be available to the City efter Jenuary 1, 1948; and

whishes, a great and substantial saving of public funds will inure to the banafite of the City of North Las Vegas if the City Council is now authorized to enter into a contract for the paving of Said streets for the sum of \$32,000.00;

NOW, THEOGRE, BE IT RESOLVED, that the City Council of the City of North Ind Volume, by unantimous vote, declares a great emergency to exist, for the authorization of a temporary loan from the unanousbered general funds of the City for the purpose of enabling the City to enter into a contract for the paving of certain streets, which must immediately be paved, to remove a manage to the health, eafety; and welfere of the inhabitants of the City of North Les Vegas.

BS IT FUITHER RESOLVED that the City Treasurer be, and he is hereby authorized, subject to the approval of the State Board of Pinance, to oblidge the sum of 532,000.00 of the unannumbered general funds of the City for payment of the contract price, not to exceed 532,000.00, for the paying of three and nine-tenths (3.9) miles of streets within the City of Lorth Tas Vecas.

There being no further business to come before the Council at this me, upon motion made, seconded, and carried the Council adjourned.

APPROVED : Even

December 1, 1947

A regular meeting of the City Council of the City of Forth Les Vegas was held at No. 1837 North Main Street on Monday the 1st day of December, 1947, at the hour of 7:00 o'clock P.M. Present at said meeting were Councilies Benoit, McGovern and Griggs, the City Clerk and Deputy City Clerk and the City Attor-ncy, His Honor, the Mayor, was also present and presided at said meeting.

programme as Million Williams.

The state of the s

tir. Roland Wiley met with the Council to discuss proposed changes in his sub-division plans.

BUILDING CONTROL Mr. Que Messelod presented to the Council plans for a building to be erecded in the 1700 Block, North Main Street. The plans met with the approval of the Council.

> Upon motion made by Councilman McGovern and seconded by Councilman Henoit and carried, it was moved that a license to operate a tavern be granted Mr. Measelod on condition the building meets specifications set forth in the plans on file in the City Clerk's Office.

> we Mr. Brickson of the United Ricctric Company met with the Council to discuss certain sections of the Electrical Code.

> Mr. N.S. Knight met with the Council to discuss the possibility of the City buying that part of his property which is now used as a City struct, and on which Mr. Knight is paying taxes. Mr. Knight expressed his willingness to accept \$350.00 for the property, which is the assessed valuation. The Council asked time to consider the matter but informed Mr. Knight that a decision would be readied in the very near future.

Mrs. Shrake of 1848 Stanford Street, met with the Council requesting permission to operate a beauty shop in her home. Mrs. Shrake was informed that she is residing outside of the business district and a shop is not permissible in that area.

ir. Rows met with the Council requesting information on garbage service

in the North Exim Addition. He was informed that the Council would contact by. Miskel to see what can be done in that area.

in. Max Rhauss appeared before the Council and presented the following petition:

Las Vegas, Nevada November 29, 1947.

Parlo4 Weer,

JOHNS GRANTED

Meniora, SLEC. CÓ.

CITY BUY

STAUTY SHIP

S CLERAGE SER-

S. G. Resmuseen
Steney Mectric Co.
Jack Haynes Electric
Grayline Cab Co.
Lucky Cab Co.
Yellow Cab Co.
Whittlesoe Blue Cab

LICENSES GRAPTED

Upon motion made by Councilman Remott and seconded by Councilman Grissa and Corried it was moved that the applications be accepted and licenses be granted.

Rusinsse License

DUVELED BS

Discussion fellowed on Section 11 of Ordinance No. 3 and upon mailen make by Councilman Griggo and seconded by Councilman Beneit and certical it was according that Section 11 of Ordinance No. 3 be repealed and the City sitemay instructed to dreft an ordinance to cover same.

Lycrea Prom ater.

There was then read to the Council a letter from District Atternay Report Jones asking that the Police Department co-species in helping to keep headings, etc. out of the County. The Council munt on record stating that the Chief of Police would be notified to co-specie with the District Atterney's effice in this matter.

MUTHE COCIETY

Springly They would like to acquire preparty on which to erect a dag shelter. Discussion followed and the matter was tabled for further discussion.

DOUTANDIEFF ENUDE

There was then presented to the Council the resignation of i. U. Sanks. The resignation was tabled.

CUEST FOR ESTIMATE

Mr. Close and Mr. Cox were requested by the Council to furnish an estimate on grading and processing Oxford, Rose and Reilread Streets and paving Oxford Street: From: 5th to Main Street.

There being no further business to come before the Council at this time upon metion made, seconded and carried the Council adjourned.

au Banks

APPROVED:

COM House

Se 1

October 6, 1747

A regular meeting of the City Council of the City of North Lee Tegas was held at Ne. 1837 North Main Street on the 6th day of October, 1947 at the hour of 7:00 e'clock P.M. Present at said meeting were Councilmen Senoit, Griggs and McGovern, the Daputy City Clerk and the City Atterney. His Honor, the Mayor was also present and presided at said meeting.

MINUTES APPROVED
SEPT. 2nd & 16th

The minutes of the regular meeting held on the 2nd day of September and of the special meeting held on the 16th day of September were read to the Council and approved as read.

MR RAPPOLPH EUSINESS LICENSS Mr. Rendolph met with the Council in regards to the renewal of his business license for the fourth quarter. The matter was tabled till later in the meeting when the applications for business licenses would be presented to the Council.

MRS. HARRYS STRAY DOGS

Mrs. Harris appeared before the Council asking what is being done in regards to strey dogs. Mrs. Harris was informed that the dog licensing ordinance would be in effect in a short time.

ir. Roys Sapitation ord. Mr. Rows asked the Council what is being done in regards to a Sanitation ordinance and was infermed that an ordinance is in the process of being drafted.

S. MECKEL GARBAGE COLLECTION

Mr. Ernsst Nickel appeared before the Council stating that some of the residents are putting out an excessive amount of rubbish for collection and would like a limit placed on the emount to be collected. The matter was tabled till such time as the Council can investigate.

193. BANGTT Humby Scotty Mrs. Bennett presented a sketch of the proposed buildings for the Humane Seciety Shelter to the Council and informed the Council that the Society would like to purchase some ground from the City on which to erect a Shelter. A meeting was arranged for Tuesday, the 7th of October at 9:00 A. M. at which time the Council and Mrs. Bennett would inspect some city owned property at the end of Rose Street.

Mr. Misenberg appeared before the Council asking that the Council grant Mr. Taub, his tenant, a Tavern Liquer License. The matter was tabled till

Pg. 52 Oct. 6, 1947

1

is the undersigned Payor and Council of the City of Worth the Vegas do hereby admit due service of the forevolue notice at Special Meeting.

Jane V Juel 11

teril 18, 1927

A special meeting of the City Council of North two Years was held at No. 1842 North Main Street on the 19th day of April, 1947 at 8:30 o'clock P.M. Present at Exid meeting were Councilines Junes, and total and the assistant City Clark and Mr. Laber. His Monur, the Mayor, was .also present and presided at said meeting.

SOFT BALL ASSIV ASCUSST TO USY CITY PROPERTY

There appeared before the Council, Messers Mike Sushman, Paul Cornicle and Dennis Tuckness, representing the Soft Pall Tesm of North Les Vegas, asking permission be granted them to use Sity Comed property, north of Collège Street, as a soft ball field. The matter was taken under consideration by the Council.

GAS TAX PAVORED

. Upon motion made by Councilman Aplin and seconded by Councilman Jones and carried; it was moved that the City Council go on record as favoring the lavying of a 1 1/2 cant gasoline tax by the Board of Gounty Commissioners and that the Board be informed of this action by the Council.

Upon motion made by Councilman Jones and seconded by Councilman Ap-CONSTRUCTION OF lin and carried; it was moved that Mr. Letchworth be authorized to pur-FOUND AUTHORIZED that a present garage, 12x20 feet, and other materials necessary for the construction of pans and a correl, the same to be used for the impounding of animals.

CASIVETS TO BE TURCHASTID.

Upon motion made by Councilman Aplin and seconded by Councilman Jones and carried, it was moved that two, two drawer filing cabinets with locks, be purchased.

SALARY RAISE n. Roburts

Upon motion made by Councilman Aplin and accorded by Councilman Jones and carried it was moved that the salary of Folice Officer' Roberts be reised from \$210.00 to 3225.00 per month as of Eay lat,

CITY TO PAY SALATOR OF ROTAIN BILL ON SHEPARDIS 147

Upon recommendation by Mayor Tucker, Councilman iplin moved that the Five Points Garage bill the City of Morth Las Vegas for the balance of the repair bill on Chief of Police Shepard's car, said can having been used by the City of North Las Vegas as a police can for approximately twelve to fourteen hours daily for two months, prior to the purchase of the City's police car. The motion was seconded by Councilman Jones and carried by unanimous vote of the Council.

TE OFF PERMITTINGS CIVER VEGLATORS

Upon motion made by Councilman Jones and secondar by Councilman Aplin and carried, it was moved that the Chief of Police, the Fire Chief and Mr. Nickel, the garbage collector, call on the residents violating Ordinance No. 7, and sak them to co-operate, a second violation would call for a written notice and if they reraisted in violating the ordinance after said written notice, a warrant of arrest would be iseved.

SIGNS TO BE PURCHASID

The matter of "Stop" and "Go" signs for Five Points was again discussed and the Mayor authorized to negotiate the purchase of same.

(INT TO 37 "11" IN AY Hantly Der.

The matter of the "double white line" to be painted on the highway through the business district of the City was discussed and the Council was informed that as soon as the machine used for that purpose by the State Highway Department is in this vicinity the lines will be painted.

nir libits Mi

Chief of Folice Shepard asked that a "City Limite" sign be put where U.S. Highway 91 enters the north eastern part of the City, as this would help slow traffic through the City. Mr. Asher stated he would place a stake at the City limits, designating the spot where said sign should be placed.

There being no further business to some before the Council at this time, upon motion duly made, seconded, and carried the Council adjourned.

7 C. Letelwarth

Civaplin

Pg. 31 Jel. 10, 1917

was held at 1842 North Huin Street, North Lan Meges, Neverts, so the 5th day of February, 1947 at 7:15 F.M.; This meeting was called for the purpose of swirding the contract for the collection and disposal. If garbage within the City of North Les Weges. Present at said meeting were Councilmen Coleman, Jones and Aplin, and the assistant City Clark. His Honor, the Mayor, was also present and presided at said meeting.

GARBAGS COLLECTION COUTRACT AVARDED S.F. NICKEL After considerable discussion, upon motion duly made by Councilman Coleman and seconded by Councilman Aplin, it was moved that the contract for the collection and discosil of garbage in the City of North Les Vegas be awarded Rrness E. Nickel, said service to commune on the let day of March, 1947. The motion carried by the following vote: Voting age: Councilman Jones, Aplin and Coleman; Voting Nam: Come; Apaint: None.

There being no further business to dome before the douncil at this time; upon motion duly made, seconded, and parried the Council adjourned.

T. C. hitshwarth

Tim

Councilmen

APPROVED:

Horace & Juckey

- Call of Special Meeting

To City Class:

A special meeting of the City Council of the City of North Iss Vegas is hereby called to be held at 1842 North Main Street on the 10th day of Pebruary, 1947 at the hour of 7:00 o'clock P.M. to act upon the following business: Passing of emergency ordinances Nos. 3, 9 and 10.

Home & July

NOTICE OF SPECIAL MESTING

To the Mayor and City Council:

You and each of you will please take notice that pursuant to a call this day issued by Mayor Tucker a special meeting of the City Council of the City of North Las Vegas will be held on the 10th day of February, 1947 at the hour of 7:00 o'clock P.M. to consider the following business: Passing of emergency ordinances No. 8, 9 and 10.

T.C. Letchiratt

ACCEPTANCE OF SERVICE

We the undersigned Mayor and Council of the City of North Las Vegas do hereby admit due service of the foregoing notice of Special Meeting.

Thomas & Tyckin

Council Iman

Feb. 10, 1947

is special meeting of the City Council of North Les Vegas was held at Fo. 1842 North Main Street, North Las Vegas, Neveda, on Monday the 10th day February, 1947 at 7:00 o'clock P.M. Present at said meeting were fruncilmen in Jones and Coleman, the City Clark and assistant City Clark and Mr. Endiak. Wie Honor, the Mayor, was also present and presided at said meeting.

The first in order of business was the presenting to the Council of

Dy. 23 Jeb. 10, 1340

The bids submitted for the collection and disposal of garbage were then opened and read to the Council. The following bids were submitted:

All bids were carefully considered and ofter a lengthy discussion upon motion duly mode by Councilman Johns and seconded by Councilman Coleman it was moved that the following bids be rejected:

James W. Thompson & "base fee" 3 2500,00 per month GARDAGE BIDS Cliver W. Forris Bill U. Hall Paul V. Mathia 1367.00 REJECTED 765.00 Robert Teasce & Hugh Isascs 600,00 Nevada Sanitation 700.00 598.50 Lynn McKnight The motion carried be unanimous vote of the Council.

CALLOF SPECIAL MESTING

CARBAGE BIDS

SURMITTED .

After still further discussion on the remaining bids it was suggested by Mayor Tucker that a special meeting be held on the 5th day of February, 1947 at 7:00 o'clock P.M. for the purpose of making the final decision on the bids.

OTDINANCE NO. 7 SECOND READING ADOPTION THREOF There was then read to the Council, Bill No. 7, same being a form of Ordinance No. 7, entitled, MAN ORDINANCE DEFINING MARBAGE, RUBBISH, DIRT, AND DEAD ANIMALS, REQULATING THE COLLECTION AND DISCSAL CF CARBAGE, RUBBISH, DIRT AND DEAD ANIMALS IN THE CITH OF MORTH LAS VEGAS; THE PEES TO BE PAID THEREFOR AND MATTERS RELATING THEREFOR; AND REFEALING ALL CADIMANCES AND FARTS OF ORDINANCES IN CONTLICT RESEARCH.

Upon motion duly made by Councilman Jones and seconded by Councilman Aplin it was moved that the ordinance be adopted. The motion carried by the following vote: Voting Aye: Councilman Jones, Coleman and Aplin; Voting Neyr None; Absent: None.

HEJOTITATE PUR-CHAST OF PROPERTY There was then presented to the Council a plat prepared by Pr. Jack Asher showing proposed land to be sequired for Eunicipal purposes.
Discussion followed and Mayor Tucker was authorized to negotiate the purchase of same. Mr. Asher then presented to the Council a tentative soning map which was prepared at the request of the Council. Upon motion duly made by Councilman Aplin and seconded by Councilman Coleman, it was moved that the tentative zoning map be adopted and a final map be prepared to accompany the proposed zoning ordinance. The motion carried by unanimous vote of the Council.

SONING WIL MOCLIMO

GAMING LICTHES GAMISO V. W. LANCASTER Upon motion duly made by Councilman Jones and seconded by Councilman Coleman it was moved that the application for a gaming licen a by V. H. Lancaster for a 10¢ Mills slot machine be approved and a license granted. The motion carried by unanimous vote of the Council.

APPLICATION TAPLED

Upon motion duly made by Councilman Jones and seconded by Councilman it was moved that the application for a liquor linease by Leonard and Clara Rae Madsen be tabled till the applicants clarify as to just what type of liquor licease is desired. The motion carried by the following vote: Voting Aye: Councilman Jones, Coleman and Aplin; Moting May: Mone; Absent: None.

MARRATTS FAMILITY OF Upon motion duly made by Councilman Coleman and seconded by Councilman Aplin and carried it was moved that service, and supply warrants to. 124 to and including 173 be paid and the Mayor and City Clerk directed to sign same.

MRCT AT TUTO NV. 12, 1946 Minutes of the special meeting held on the 12th day of Fovember, 1946 at 8 o'clock P.M. were read to the Council and upon motion duly made by Councilman Aplin and seconded by Councilman Jones and carried, it was moved that the minutes be accepted.

#14446 20120 #4. 12, 13.6 10:00 1.5. Minutes of the special meeting held on the 12th day of Movember, 1946 at 10 ofclock P.M. were read and upon motion duly made by Councilman Jones and seconded by Councilman Coleman and carried, it was moved that the minutes be accepted.

कारण, प्रदेश हैं विश्वही कारण, प्रदेश हैं विश्वही Finutes of the special meeting held on the 18th day of Movember, 1946 were read to the Council and upon motion duly made by Councilman Iplin and seconded by Councilman Jones and carried, it was moved that the minutes be accepted.

Marie De Balle. Barrel de la Abarre Minutes of the regular meeting held on the 2nd day of Dacember. 10% were read and upon motion duly made by Councilman Coleman and seconded by Councilman Cones and carried, it was moved that the minutes be accepted.

Winutes of the postponed rigular meeting held on the 10th day of

CHUINANCE NO. 7 PIRST READING

There was then read to the Council; in Cuil, Hill Yo. 7, a form of Condinance No. 7, entitled, "An Ordinance Devinted CARRAGE, PIRT, ANNIELS, AND DEAD WITHING REGULATING THE OCCUPANT OF CARBAGE, NUMBER O BISH, DIRT AND DRAD ARIMALS IN THE CITY-OF HORTS LAD YEARS; THE FIRST TO BE PAID THEREFOR AND MATTERS RELITING DISREMS AND PROVIDING PRINCIPLE PROVIDING THE VIOLATION OF THE PROVISIONS THEOTOPS (NO REPEALING ORDINANCES AND PARTS OF ORDINANCES IN CONSTITUTE THERESTITMS.

SCIPICATIONS DRAMM UF

The Council then reread and considered all the bide submitted for gerbage collection within the City, All bids were rejected a list of certain specifications which the contractor would be required to meet were drawn up by the Council and Mr. Rudisk.

PROIPICATIONS BE de deren re THE LOTORS

Upon mation duly made by Councilman Coleman and seconded by Councilman Aplin it was moved that a list of the sceenifications with a copy of the proposed Ordinance No. 7 he submitted to any contractors for consideration. The motion carried by the following water Voting April Councilman. olimen Jones, Colemn and Aplin; Voting Nav: None; Absent: Home:

compande uo. A. D. UGAZE, C. Anne Torre

of Bill No. 6; a form of Ordinance No. 6, entitled, MAN CROMANCE FIXING AND IMPOSING A LICENSE TAX AND HOMENTING TAXI-CAB BUSINESS VICTIM THE CORPORATE LILLIES OF THE CITY OF WORTH LAG VERNS," Upon motion duly dode by Councilman Aplin and seconded by Councilman Jones it was moved Wat the Ordinance be adopted. The motion carried by the following vote: Voting Ayer Councilmen Jones, Aplin and Coleman; Voting lays Horm; Absent: None.

Chief of Police Shepard asked the Council to consider the matter of a proposed Vagrance ordinance.

DO AT AVE. Councilman Jones explained to the Council that kindergerten and first grade children would have to be crossing the highway to go to school and that additional halp should be given the Chief of Police to regulate traffic st the College Street crossing during the hours when it would be necessary. The Council considered the matter favorably.

ir. Rudiak suggested that the Council write to the Nevads State Leg-islature asking that the Council be granted the power to grant bus frenchises, distributed 16 840

TOTAL PARTIES

Upon motion duly made, seconded, and carried, it was moved that service and supply marrants No. 92 to 123 inclusive be paid and the Payor and Clark directed to sign same.

There being no further business to come before the Council at this time, upon motion duly made, seconded, and carried the Council adjourned.

To Letakwath

APPROVIDE

hour & Twell

Peb. 3, 1947

A regular meeting of the City Council of the City of North Law Vagas was held at No. 1842 North Main Street, North Las Vegas, Nevada on the 3rd day of February, 1947 at 8 o'clock F.M. Fresent at said meeting were Councilmen Jones. Aplin and Colemn, the City Clerk and said stant City Clark and Mr. George Sudiak. His Honor, the Mayor, was also present and presided at said meeting.

THE A THE PIPS II. TALT

Mr. Glan Tait ampeared before the Council and stated that the Court and Cabin license fees in North Las Vegas are much higher in comparison with those of Las Vegas and asked if the Council would check the matter with the possibility of lovering the fees as he faels they are too high. Mr. Wait was assured the Council would look into the matter.

BESTROL OF SPELLEN. 1.S. and the second of the second Fr. Tony Bruno appeared before the Council and stated that due to the fact that the Sandino well was not capped as soon as the pump was removed, water flowing from the well had run into the desapool on the Jos Sandino place, of which he is in charge, causing the casepool to cave in.

Ir. Bruno falt that the City should be liable for the cost of repairing the esseption. Dis Honor informed in. Bruno that there had been no water on the surface of the ground indicating that the water had flowed in that threation from the well, but that Mr. Letchworth would check the possibility of water having flowed underground.

Pg 20 Febr. 3, 1947

1. C. Letakwesth

Osmood Imen

\*DEBUADA

Horan & Luke

CALL OF SPECIAL MESTING

To City Clerki

A special meeting of the City Council of the City of North Lie Vegas is hereby called to be held at 1842 North Main Street on the 20th day of January at the hour of 8 O'clock P.H. to set upon the followings: Bids for garbage contract, Second reading of Ordinance No. 6, First reading of Ordinance No. 7, Proposed Zoning, School Trailic at College St., Service, salary and supply warrants.

Horace & Lucker

NOTICE OF SPECIAL MESTING

To the Mayor and City Councils

Tow and each of you will please take notice that pursuent to a call this day issued by Mayor Tucker a special meeting of the Mity Council of the City of North Les Veges will be hald on the 20th day of Jahuary at the hour of 8 of clock P.M. to consider the following business: Bids for garbage contract, Seconding reading of Ordinance No. 6, First reading of Ordinance No. 7, Proposed Zoning, School Traffic at College Street, Service; malary and supply warrants.

T. C. Latelowasth

ACCEPTANCE OF SERVICE

He the undersigned Mayor and Council of the City of North Las Vegas do hereby admit due service of the foregoing notice of Special Meeting.

Hongred Leveller

Standard Maria Sandard Mar

Jan. 20, 1947

A special meeting of the City Council of the City of North Las Vegas was held at No. 1842 North Main Street, Morth Las Vegas, Nevada, on the 20th day of January, 1947 at 8 o'clock P.M. Present at said meeting were Councilmen Coleman, Aplin and Jones, the City Clerk and assistant City Clerk and Wr. Rudiak. Fis Conor, the Mayor, was also present and presided at said meeting.

The first in order of business was the reading to the Council of the bids submitted by contractors for garbage collection within the City of North has Vegas. Bids were submitted by the following: Bill Paden and Lynn McKnight, Pickey Hunter, Paul V. Methis, Rob Owens, J.B. Mill-sap and C.E. Powell, Reces L. Holland and Howard S. Johnson, William I. Wann, and Tevada Sanitation. A number of the bidders were present unwarr informed by the Mayor that it would take considerable time to discuss and consider the bids and the bidders would be informed of the decision of the founcil

If. Jack Asher conferred with the Council on the proposed zoning of the City, into commercial, industrial and residential sections. Suggestions as to the coming were made by Mr. Asher and the City Council and Mr. Asher was requested to prepare a map showing the proposed zoning. Further discussion was postponed till a later meeting.

क्षत्र । १४ में स्थापन हो। १८५ (१९५१को

Pg. 19 Jun 30,114,100

P SPYCIAL PROTIER To the Mayor and City Council: You and each of you will plans toke notice that purcuent to a rell this day isomed by theor Tucker a special mating of the City louncil of the City of North Las Vogos will be held on the 26th day of December, less the hour of S afelock Pill to confice the following confidence applications for business items. to the underestate to the forecast of the forecast could be forecast. Eco. 23, 1936

We besend modaling of teach first formest of the flow of tests law verto.

Consequence of the law to the first of the flow of tests law verto.

Bath dry of frequency, 1946. Process of the flow of orders p.1. each in and the feath on the first of the flow three bosses no survive enclases to east the constraint or evaluate the constraint of the constraint o

Jun 6, 1947

A regular meeting of the City Council of the City of Forth Los Vegno und hold at No. 1842 North Main Street at 8 o'clock P.U. on Mongay the Sthicky of January, 1947. Projected tool mosting come General City Clock and including Logal Councilor. the City Clock and including Logal Councilor. His Poner, the Mayor, the block the Cont. and project at Cold mosting.

Mr. O. Hairgrave opposed before the Council and a didension on the condition of the vater wells followed. Mr. Hairgrave Duggested sav-or supply of mater.

ir. Esb compound ir. Pesken appeared baror the Council, both pertice teing intercord in obtaining a contract with the dity for the formal of present and rational Cohoral dipedentian follows and upon contact that colors and opened by Councilian cools to the color that, tools bade, from any and all contractor, for a central with the city of North Lab Vogos, for the collection and dis-

MASS AUTR

THE COLUMN

posal of garbage and refuse within the City, be called for, and such hids be opened at a special meeting called for that purpose at 8 o'clock P.M. of the Zoth day of January; 1947. The motion carried by the following yote: Voting Aye: Councilmen Jones, Coleman and Aplin: Voting Nav: None: Abbent: Nane:

Taminda-mx maleria an armines

电线 "

Mr. Lavance appeared before the Council asking that a permit in griting be issued him to be presented at his hearing before the Public Bervice Commission. Mr. Rudisk informed Mr. Lavance that a certified copy of an extract from the Minutes of the Meeting held on the 12th day of Dovember, 1946 at which meeting his permit to operate a bus line within the City Limits was granted, would be given him.

manines to. 6 rast nearly

The next in order of husiness was the reading in full to the Coun-oil of BY No. 6, proposed ordinance No. 6; entitled, MAN ORDINANCE FIX-IND AND 1. 09100 A LICENSE TAX AND REGULATING THE TAXI-CAB BUSINESS WITH-IN THE CONFORMER LIMITS OF THE CITY OF MORTH LAS VECASE.

Turshas et

Upon motion duly made by Councilman Jones and seconded by Councilman Aplin it was moved that Mr. Latchworth purchase 1500 feet of 5 1/2" councilman type pips. The motion carried by the following vote: Voting Averaged Land Jones, Coleman and aplin; Voting May: None; Absent: None;

It was then suggested by lr. Rudalk that Mr. Back Asher be asked to attend the hext meeting of the City Council and confer with the Council on the proposed Coning ordinance.

. The Arthronia con receipt difference confidential duly made by Councilmen Jones and seconded by Councilmen Coleman it was moved that Barney D. Zigtama be appointed acting tun-ingliful Judge in the absence of Eunicipal Judge So. B. Taylor: The motion carried by the unanimous vote of the Council.

ative verifies PARTON TO A MIN, HILL.

Upon motion duly made by Councilman Coleman and seconded by Council-char Jones it was moved that the Clark County Jail be and is designated by the Oity Vall of the City of North Law Vegas and charges for board and reservoir pricapora to correspond with charges made to the Federal Covernment The motion cerried by the following yets: Voting Ayer Coun-cilian Johes, Colema and Aplin; Voting Pay: Kone; Absent: None:

LEV CHARLES VO CON GENERALES VO VO. GENERALES "ARRIVATOVIS

Upon motion duly made by Councilman Jones and seconded by Councilman Colomon it was moved that Mr. Hairgrove be hired to clean and make all nocessary repairs to the well known as the Sandino Well. The motion carried by the Collawing votes Toting Ayes Councilman Coleman, Jones and apling Foring Nays Eones Absents Name.

Uron notion duly finds by Councilman Coleman and seconded by Council in Jones it was moved that the streets be graded immediately. The motion carried by unanimous vote of the Council.

PERMEDIT BURNE त्यात्र व्हरक्ष्ण

A PETS GRADIO

Upon motion dilly made by Councilman Aplin and seconded by Councilman Colemn it was moved that the axisting liquor licences be renewed for the first quotter of 1947. The motion carried by the following vote: Noting Aye; Councilman Coleman, Aplin and Jones; Voting Nay: None; Absent; Long;

Thing alongs EITH OF CITE There wis then presented to the Council an application by Robert Toylor for a Tavern Liquor and Beverage License for the Little Club. Upon rotion duly made by Councilman Coleman and seconded by Councilman Aplin it was noved that a license be granted. The motion carried by the following voter Voting Aver Councilman Jones, Coleman and Aplin; Dating Nave Councilman Jones, Coleman and Aplin; Dating Nave Councilman Jones, Coleman and Aplin; Voting Ney: None; Absent: None.

liches Green T.T. Ocis

There was then presented to the Gnuncil applications by U.M. Sole for an Importer's Licance, a Tholesale Liquer License and a Tholesale Deverage License. Upon motion duly ands by Councilman Aplin and sac-onded by Councilman Soleman it was moved that the licenses be granted. The motion carried by the following voter Voting Ave: Councilmen Jones, Colemn and Aulin; Voting Nev: None; Absent Lone.

eathly lineses original policient CUARTEST NET LICENSES GRANTES

There was then presented to the Council applications for renewal of existing soming licenses and new licenses. Upon motion duly mode by Councilman Aplin it was moved that the existing licenses be renewed for the first quarter of 1947 and the following new licenses be granted:

Wilshire Ser. Starie.

R.B. Craig Five Points

2- Slote

Truck Heven Ser. Sta.

Linesster

1- Slot

Tom's Denut & Walfle

2000 M. Main St. Weisberger

1645 N. Sth St.

1- 51ot

Deluxe Liquor Store

Moe Taub

2- 51ate

1857 W. Kain St.

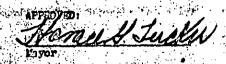
The motion carried by unanimous vote of the Council.

PHOTEOTOGRAPH AU, HOAIZ W

Dipon motion duly made by Councilman Coleman and seconded by Councilman Aplin iblines moved that a Protestograph be purchased. The setion carried by unanimous vote of the Council.

Upon motior duly made, seconded and carried the Council adjourned.

81.00



Dac. 2, 1946

The regular meeting of the City Council of the City of North Las Tolge, Tovads, to be held on the 2nd day of December, 1946, was postponed due to the illness of Mayor Tucker and Councilman Jones.

Doc. 10, 1946

cortector

A partpaned regular meeting of the City Council of the City of North TAR Veget was held at No. 1842 North Mill Street, North 100 Veges, Naved on Tuobday the 10th day of December, 1946 at 8 o'clock P.H. Present at sold meeting were Councilmen Jones and Aplin, the City Clock and accistent City Clock and her George Rudick. His Honor the Lyon, was also preceded an old mooting. His Honor too weekle to cantot br. Tallow he through no foult of his, he was not in attendance.

There appeared before the Council, Lessers J.L. Coon, Hughes and Carloy of the North Pala Addition to discuss the proceedility of obtaining addition of the Carling and addition. It was a fulfilled replaced in roll Addition. It was a fulfilled to the research of the Carlo Council was the containing of the research of the Para Carlo Council was the contained of the carter. Deanyle 10138 andraton by a

The matter of an Ordinance governing the Taxi-cab business within the City Limits of North Las Vegas was again discussed and Mr. Rudisk Angeres of to the Council et

There followed a discursion on a garbage and rubbish removal system for all his was postponed till nore definite information regarding the cost and made of operation could be

Pr. Budlak precented Bill No. 5, proposed ordinance No. 5 entitled:
PAN ORDINANCE TO REVULATE TRAVEL AND TRAPPIC UPON THE STREETS AND OTHER
PUBLIC PLACES OF THE CITY OF NORTH LAS VELS, PROVIDING A PENALTY FOR
THE VIOLATION THEREOF, REPEALING ALL ORDINANCES AND PARTS OF CRIMINANCES IN COMPLICT THEREVITH". Said proposed ordinance was read sloud, in full to the Council.

Upon motion duly made by Councilman Jones and seconded by Councilman Aplin it was moved that the City Council advertise for bids on a patrol car and purchase radio equipment for said patrol car. The motion carried by the following vote: Voting Ayes Councilman Jones and Aplin; Voting Nay: Mone; Absent: None.

Upon motion duly made by Councilman Jones and seconded by Councilman Aplin it was moved that the City Council angage a Certified Public Accountant to prepare a budget for the fiscal year beginning January lat, 1947. The motion carried by the following vote: Voting Ave: Councilman Aplin and Jones; Voting Nav: None; Absent: None.

After a general discussion it was by the City Council ORDER to that a bond in the form of a cashier's Theck be deposited with the Building Inspector at the time of securing a building permit, on all prefabricated houses. Said bond to be in the amount of fifty cente per square foot of floor space as a guarantee to conform with the Building Code within ninety days. The bond to be refunded upon compliance with the Emilding Code. Lailding Coss.

It was brought to the attention of the City Council that property comers cutside the bonded water area would like to have water made available to them. Er. Rudick was instructed to investigate and report to the Council in what manner this could be done. Mr. Rudick was instructed to investigate the matter

Upon cotion duly made by Councilman Jones and seconded by Councilman Jones and seconded by Councilman Jack Acher be appointed the Engineer to hold office during the pleasure of the Council and to recelve compensation upon a fee basio.

A statement chemin - cash receipts and disbursements for the months of September, Cetober, and Kovember of 1946 was read to the Council.

P. Hoyston CELTATION

DISCUSSION ON Gifteags RECOVAL

omitance in. PIRST READING

PURCHASE PATROL CIR APD RADIO SCUIPMENT

A COUNTARY TO PART BUDGET

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#### Las Vegas REVIEW-JOURNAL

## **AFFIDAVIT OF PUBLICATION**

| STATE OF NEVADA) COUNTY OF CLARK) SS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| the LAS VEGAS REVIEW-JOURNAL, a daily r of Nevada, and that the attached was continuous insertions from period inclusive, b to wit:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | n, deposes and says that he is Business Manager for newspaper at Las Vegas, in the County of Clark, State inuously published in said newspaper for a period of od of |
| June 4, 1988                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ·                                                                                                                                                                    |
| That said newspaper was regularly dates above named.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | issued and circulated on each of the                                                                                                                                 |
| RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORTH LAS VEGAS, NEVADA ADDITING A HEM RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBACE TO RECOME REFECTIVE JULY 1, 1988.  WHEREAS, Disposal Transportation, Inc. has submitted a request for an increase in garbage collection rates, and WHEREAS, an analysis has been performed by a committee consisting of representatives from the City of Las Yegas, City of Morth Las Yegas, City of Henderson, and Clark County, and WHEREAS, the Schedule of Charges for Collecting, Mauling, and Disposal of Garbage attached hereto and by reference made a part | SIGNED SIGNED GEORGE J. VASCONI                                                                                                                                      |
| hereof has been recommended by the committee.  NOW, THEREFORE, HE 17 RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate achedule as attached hereto for the collection and disposal of garbage to become effective July 1, 1988.                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                      |
| PASSED, ADOPTED and APPROVED this <u>2nd</u> day of <u>June</u> , 1988  /s/ James K. Seastrand  JAMES K. SEASTRAND, Mayor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Subscribed and sworn to before me this day of, 19                                                                                                                    |
| ATTEST: /s/ Esther Y. Borden ESTHEM V. BORDEN, City Clerk  Publish: Las Vegas Review Journal Date: June 4, 1985                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Nayon's E. Ouelle the<br>NOTARY PUBLIC, IN AND FOR CLARK                                                                                                             |
| CAMBAGE COLLECTION BORTS CITY OF NORTH LAS VERGA, BENDA EFFECTIVE JULY 1, 1988 COMMESS FOR COLLECTION, BROWNING MED DÉSTOSING OF CAMBAGE:                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | COUNTY, NEVADA                                                                                                                                                       |
| A) Single-family remidence. The charge for collecting, healing and disposing of garbage, rubhish and small deed emissis from single-family remidence on a twice-e-week hasis, shall be as follows:  \$4.90 per month, payable in advance, each and every month.  B) Apartments and Nuitipis Units. (From 2 to 8 apartments) The charge for collecting, healing and disposing of garbage, rubhish and small deed emissis from apartments and multiple units (from 2 to 8 units) on a belon-s-mak basis shall be a flat rate to be computed as follows:                                                              | MAR JORIE E. OUELLETTE  Nutary Pablic - State of Nevada  CLARK COUNTY  My Appointment Expires Dec. 2, 1989                                                           |
| \$6.16 for the first unit on one stop; and \$4.32 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, psychle each and svery month. Should thrue tiese a weak service he requested by any sparsumst or suitingle unit, the rate for service shall be one and one-balf times that for service for a trice-s-weak heats. Should six-day extrice be requested, the rate shall be too and one-half times that for service for a brice-s-weak heats.                                                                                                       |                                                                                                                                                                      |
| PACES INCLOS FIGURE SHAVES FOR BLAY ARTICLES.  C) Apartments and halt-tiple Units. (9 Apartments or more) The charge for collecting, healing and disposing of gardenge, redshish and small deed arisant from apartments and multiple units on a trice-e-week basis shall be a flat rate to be computed as follows:                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                      |
| \$3.14 for the first unit on one stop and \$1.60 for each additional unit on one stop, irrespective of company or vecency of any such additional unit or units, psychia each and swery month. Should three times a week service be requested by any spartment or maitiple onlt, the rate for service shall be one and one-half times that for services for a tuitme-week hasis, Should also by service be requested, the rate shall be one and one-half times that for services for a tuitme-week hasis.                                                                                                           | RJ-1                                                                                                                                                                 |
| D) Models and Mobils Hoss Parks. The charge for collecting and<br>healing gurbage, middlet and small deed eximals from motels<br>and mobile hoss parks on a bidge-e-week heals, shall be as<br>follows:                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                      |
| Offices - \$1.18 per sexth; Sissping stome and schile homes without cooking facilities - \$2.32 per senth; Stome where cooking facilities - \$2.32 per senth; Stome where facilities - \$3.31 per senth. For those Schile form, Jung that walld require individual collection at each or Parks the service will be the same as readlential with socile home, pickup provided and the rate of \$8.30 per month, heavy iman Should three times a west service be requested boar writ. Should three times a west service be requested by a work of the service should be supported or                                 |                                                                                                                                                                      |

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RJ-132A ®™

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| 85.58                                 |                      | 175.41                      | 20.53                         | 28.82                                                   |                          | 212,60                       | 354.00                         | 115.17              |             | 305.43                          | 27.035                           | m.n.           | 397.80       | 76.37        | 270.35 | • | α:05                          | 1166.46                      | 543.23                     | ٠                | 76.37                           | 1536.74                          | 766.37                                       | chi-sp and 610.14 24 hours or eagl often the first 16 per cubic year 1 house. |                     | 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| 74,95                                 |                      | 146.26                      | E.03.                         | 123.08                                                  |                          | . 107.04                     | 330.94                         | 133.49              |             | 255.58<br>-                     | . <del>(M.</del> 1)              | ST NEW TO      | N Nille      | 634.73       | 307.76 | • | <b>94.10</b>                  | 35.64                        | 494.83                     |                  | 628.73                          | H.772.44                         | . 22.93                                      | 197.0 per phi<br>part thereof<br>part thereof<br>hours, or 54.                | 1                   | Parity And                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Market Spring of the Control of the  | 26.15<br>20.15<br>20.15                                    | OC. PUTS. 1079-30               |
| £.3                                   |                      | \$.83                       | 28.80                         | D.60                                                    |                          | \$2.54                       | 165.15                         | 3.4                 | ,           | 138.92                          | 37.EE                            | MAN STATE      |              | 110.30       | 2      |   | #: <i>C</i>                   | 19:558                       | 3.E                        |                  | \$10.33                         | 740.78                           | 370.19                                       | 9                                                                             | <b>3</b>            | 50.15<br>50.15<br>50.16<br>50.16                                                                                                                                                                                                       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| yang contractions of the contractions | Opin Tard Syntastres | 1-1) cubic yard<br>contains | 2-11 cable yard<br>containers | Each additional one and<br>one half outile yel contains | Two Cable Yard Contained | 1-tao cabin<br>yard contains | a-tan cabio<br>yard containers | Each additional two | Three Othic | 1-three cable<br>yard container | 3-three cubic<br>yard containers | and the second | 1-from conto | P-four cubic | 100    | ì | 1-six cubdo<br>yard container | Pate cable<br>yard containen | then editional air outsing | Eagle Collection | 1-eight cobin<br>yand contained | Petigit cubic<br>yard containers | gach additional eight<br>capic yd. container | Parish Tree Digo But<br>Approximately 70 Cabo<br>pard capacity                | Competion from Brow | Politicate 51.9 politicate 51.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Parity of the pa | Co. call 50 Yand Competitor<br>Co. call 75 Yand Competitor | Hor-Contractual Cospection Fig. |
|                                       |                      |                             |                               |                                                         |                          |                              |                                |                     |             |                                 |                                  |                |              |              |        |   |                               |                              |                            |                  |                                 |                                  |                                              |                                                                               |                     |                                                                                                                                                                                                                                        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Non-General Pick-ups; \$25.10 Non-General Pick-ups/Buring and Holidays: Marte Companies \$754: "H" milling Proceedars

In all cases the property course or escents shall be lished for all makes services lapsach besselv. On litty bills of water, sear and speakes services shall be sent services brilling the late of the service period period of the course of the service besselved by the service period period of the service period period of the service that is the service besselved to the service seas at the class of the service seas in the class of the service season in the late of the service season in the late of the service season in the late of the season of the late of the season of the late of the service season in the late of the service season in the late of the season of the late of the season of the late of the season of the sea

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## AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr. George J. Vasconi, being first duly sworn, deposes and says that he is Business Manager for                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| the LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State                                                                                                                            |
| of Nevada, and that the attached was continuously published in said newspaper for a period of <u>January 10, 1983</u> to <u>January 10, 1983</u> inclusive, being the issue of said newspaper for the following dates, |
| to wit:                                                                                                                                                                                                                |

January 10, 1983

That said newspaper was regularly issued and circulated on each of the dates above named. CEGAL MOTICES ALSOLUTION NO. 1244 GEORGE J. VASCONI MHERIAS, Silver State Disposal Company has submitted a request for an increase in garbage collection rates, and MAERIAS, the Schedule of Charges for Collecting, Hauling, and osal of Garbage attached brotto and by reference made a part hereof been recommended by the committee. Subscribed and sworn to before me NOW, THIREFORE, BC IT RESULVED that the City Council of the City Council of the City of North Las Vegas hereby adopts the new rate schedule as attached hereto the collection and disposal of garbage to become effective January 1983 \_day of\_ PASSEU, ADEIPIED and APPROVED this 5th day of Jaunary NOTARY PUBLIC, IN AND FOR CLARK /s/ James K. Scantrand JAMIS K. SFASTRANU, Mayor COUNTY, NEVADA ATTEST: AND SOUTH AND SO **GLENDA HARRIS** /s/ Esther V. Borden
LYMER V. BORDEN, CYLY Clerk MOTARY PUBLIC - STATE OF NEVADA COURTY OF CLARK By Appointment Exp. un Feb. 7, 1986 Samuel Contraction of the Contra CHARLES FOR COLLECTING, HAULING AND DISPOSING OF CARBACE: R-1244 \$6.00 per month, payable in advance, such and every month. BATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES. Apartments and Hultiple Units. (9 apartments or more) The charge for collecting, hauting and disposing of garbage, re and dead animals from apartments and sulfigle units on a twa-week basis shall be a flat rate to be computed as follows: \$4.47 for the first unit on one stop and \$3.13 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be request by any apartments or multiple units, the rate for service shall be two and one-half times that for acrvice for a twicu-n-week basis. Offices - \$4.50 per month; Slueping rouns and mubile homes without cooking facilities - \$2.02 per month; Rooms where cooking facilities are furnished or mabile homes with cooking facilities because the cooking facilities because the cooking facilities because the cooking facilities are furnished or mabile homes where individual collections are equired - \$4.50 per month, payable in advance. Should aix (6) day service be requested by any Motel and Mobile Home Park, the rate far servir shall be two and one-half times that for pervice for a twice-a-week busic.

\$ 8.09

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\$33.63

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\$40.37

**RJ--132A** 

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| ceive service on a two-cul-<br>monthly charge as for six                                                                  | lections-per ve<br>cullections per                                   | ek basis,sheli pa<br>woek.                                                     | y the same                |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------|
| One cubic yard containers:                                                                                                | 2 Collections<br>Per Meck                                            | 6 Collections 7                                                                | Collections<br>Par Week   |
| 1 one cubic yard container                                                                                                | \$40.25                                                              | \$ B7.04                                                                       | \$104.57                  |
| 2 one cubic yard<br>containers                                                                                            | \$80.50                                                              | \$153.95                                                                       | \$185.07                  |
| Each additional<br>one cubic yard<br>container                                                                            | \$40.25                                                              | \$ 65.91                                                                       | \$ 80.50                  |
| One and One Half<br>cubic yard containers:                                                                                | 2 Collections<br>Per Neek                                            | 6 Cottections 7<br>Per Week                                                    | Collections<br>Per Week   |
| 1 if cubic yard<br>container                                                                                              | \$60.40                                                              | \$127.18                                                                       | \$152.88                  |
| 2 15 cubic yard<br>containers                                                                                             | \$120.80                                                             | \$234.21                                                                       | \$281.64                  |
| Each additional<br>one and one half<br>cubic yard container                                                               | \$60.40                                                              | \$107.03                                                                       | \$120,80                  |
| Two cubic yard comtainer:                                                                                                 | 2 Collections<br>Per Week                                            | 6 Collections 7                                                                | Collections<br>For Heek   |
| I two cubic yard<br>container                                                                                             | \$ BÒ.50                                                             | \$153.95                                                                       | \$185.07                  |
| , 2 two cubic yard<br>containers                                                                                          | \$161.00                                                             | \$181.11                                                                       | \$346.09                  |
| Each additional<br>It rubic yard                                                                                          | \$ 80.50                                                             | \$130.82                                                                       | \$161.02                  |
| Three cubic yard container:                                                                                               | 2 Colfection:<br>Per Urek                                            | 6 Collections<br>Per Week                                                      | 7 Cullections<br>Per Week |
| I three cubic yard;<br>container                                                                                          | \$120.80                                                             | \$270.86                                                                       | \$265.58 1                |
| 2 three cubic yard                                                                                                        | \$241.60                                                             | \$421.59                                                                       | \$507.16                  |
| Each additional<br>three cubic yard<br>container                                                                          | \$120.60                                                             | \$200.73                                                                       | 9241.50                   |
| Four cubic yard<br>container:                                                                                             | 2 Collections<br>Per Veck                                            | 6 Collections<br>For Week                                                      | 7 Collections<br>For Vect |
| l four cubic yard<br>container                                                                                            | \$161.04                                                             | \$287.79                                                                       | \$346.07                  |
| l four cubic yard containers                                                                                              | \$322.08                                                             | \$555.41                                                                       | \$668.15                  |
| Each additional four cubic yard container                                                                                 | \$161.04                                                             | \$267.62                                                                       | \$322.08                  |
| Nanual type drop box, approximately 20 cubic yards capacity                                                               | \$84.76 per pic<br>charge per 24<br>after the dira<br>yd. on other a | tkup and \$9.43 dem<br>hours or doy part<br>t 72 hours, or \$4<br>tized boxes. | thereof a por cu.         |
| Genraction type drop box:                                                                                                 |                                                                      | •                                                                              | 5.                        |
| One pichup per week<br>Two pichups per week<br>'Three pichups per week<br>'Six pichups per week<br>'Won-scheduled pichups | \$2,679.04 per<br>\$3,373.50 per                                     | mourb<br>wonth<br>mouth<br>mouth<br>pickup                                     | Cerra de Exter            |
| •                                                                                                                         |                                                                      |                                                                                | - 2h.                     |

PUBLISH: Las Vegas Review Journal January 10, 1983

# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr. George J. Vasconi   | , being first duly sworn, deposes and says that he is Business Manager for                                       |
|-------------------------|------------------------------------------------------------------------------------------------------------------|
| the LAS VEGAS REVIE     | W-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State                                         |
| of Nevada, and that the | he attached was continuously published in said newspaper for a periodinsertions from period ofbecember 6, 1982to |
| oftwo                   | insertions from period of December 0, 1982 to                                                                    |
| December 20, 198        | inclusive, being the issue of said newspaper for the following dates,                                            |
| to wit:                 |                                                                                                                  |

December 6, 20, 1982

That said newspaper was regularly issued and circulated on each of the dates above named.

SIGNED

GEORGE J. VASCONI

Subscribed and sworn to before me this 2/ day of 200, 19

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA

OFFICIAL SEAL
GLENDA HARRIS
NOTARY PUBLIC - STATE OF NEVADA
COUNTY OF CLARK
My Appointment Exp on Feb. 7, 1986.

NOTICE TO ALL INHABITANTS
OF THE CITY OF NORTH LAS
VEGAS. NEVADA. AND TO ALL
CUSTOMERS OF THE DISPOSAL
TRANSPORTATION. INC. OF THE
CITY OF NORTH LAS VEGAS.
NOTICE IS HEREBY GIVEN that
the City Council of the City of North
Las Vegas, Nevada, will hold a PubIIC Hearing on Wednesday, January
S. 1983, at or about 7:00 P.M., in the
Council Chambers at City Hall, 2200
Civic Center Drive, to consider a
change in the Garbage Collection
Rates.
Copies of the Proposed Garbage
Collection Rates of the City of North

change in the variouse contention Rates.
Copies of the Proposed Garbage Collection Rates of the City of North Las Vegas, Nevada, effective January 1, 1983, are on file in the office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada. Anv and all interested people may appear before the City Council in person or by counsel, and may object to or express approval of the proposed parbage collection rates, or may prior to the Heering, file with the City Clerk's Office written of approval thereof.

### REVIEW-JOURNAL

# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr. George J. Vasconi, being first duly sworn, deposes and sa                               | ys that he is Business Manager for   |
|---------------------------------------------------------------------------------------------|--------------------------------------|
| the LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las \                                    | /egas, in the County of Clark, State |
| of Nevada, and that the attached was continuously publishe of two insertions from period of | d in said newspaper for a period     |
| of two insertions from period of                                                            | becomber of the                      |
| December 20, 1982 inclusive, being the issue of said                                        | newspaper for the following dates,   |
| to wit:                                                                                     |                                      |

December 6, 20, 1982

That said newspaper was regularly issued and circulated on each of the dates above named.

GEORGE J. VASCONI

NOTICE TO ALL INHABITANTS
OF THE CITY OF NORTH LAS
VEGAS, NEVADA, AND TO ALL
CUSTOMERS OF THE DISPOSAL
TRANSPORTATION, INC. OF THE
CITY OF NORTH LAS VEGAS,
NEVADA,
NOTICE IS HEREBY GIVEN that
the City Council of the City of North
Las Vegas, Nevada, will hold a Public Hearing on Wednesday, January
5, 1983, at or sbout 7:00 P.M., in the
Council Chambers at City Helt, 2200
Civic Center Drive, to consider a
change in the Garbage Collection
Rates.
Copies of the Proposed Garbage
Collection Rates of the City of North
Las Vegas, Nevada, effective January
1, 1983, are on file in the office
of the City Clerk, 2200 Civic Center
Drive, North Las Vegas, Nevada,
Any and all interested people may
aspear before the City Council in
person or by counsel, and may oblect to or express approval of the
proposed garbage collection rates,
or may prior to the Hearing, file
with the City Clerk's Office written
oblections thereto or approval
thereof.
ESTHER V. BORDEN, City Clerk
Pub. Dec. 6:20, 1982

Subscribed and sworn to before me ر 19 کے کے 19 کے

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA

> MINISTER PROPERTY OF THE PARTY OFFICIAL SEAL **GLENDA HARRIS** NOTARY PUBLIC - STATE OF NEVADA COUNTY OF CLARK By Appointment Exp. on Feb. 7, 1986 DECEMBER DE LA PROPERTICION DE LA P

## AFFIDAVIT OF PUBLICATION

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF THE DISPOSAL TRANSPORTATION, INC. OF THE CITY OF NORTH LAS VEGAS, NEVADA.

NOTICE IS SERBEY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a public hearing on Wednesday, January 5, 1983, at or about 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Drive, to consider a change in the Garbage Collection Rates.

Copies of the Proposed Garbage Collection Rates of the City of North Las Vegas, Nevada, offective January 1, 1983, are on file in the office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and reliable to the version of version of the version of versio

Esther V. Borden

Publish: December 6, 20, 1982 THE VALLEY TIMES

| STATE OF NEVADA COUNTY OF CLARK                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| deposes and says: ChA                                 | λ                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| THE VALLEY TIMES, a daily published at North Las Vega | newspaper of general circulation, printed and as, in the County of Clark, State of Nevada, and nuously published in said newspaper for a period                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| from DEC. 6,1982                                      | 10 DEC. 20,1982                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| inclusive, being the issues of SECEMBER 6,            | if said newspaper for the following dates, to-wit: $20,1982$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Signed Signed                                         | gularly issued and circulated on each of the dates  Burnett                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Subscribed and sworn to be day of December            | efore me this 20 th<br>1982<br>Ins Derester                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| My commission expires:                                | OFFICIAL SEAL SELIMA GERSTEIN EDITARY FOLDS SEAL OF TWEE  OFFICIAL S |

# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA

| NOTICE TO ALL INHABITANTS OF THE CITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| OF NORTH LAS VEGAS, NEVADA, AND TO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| ALL CUSTOMERS OF THE DISPOSAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| TRANSPORTATION INC. OF THE CITY OF NORTH LAS VEGAS NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| NORTH LAS VEGAS NEVADA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| the second of th |

NOTICE IS HEREBY GIVEN that the City Council of the City of North Les Vegas, Nevada, will hold an public thearing on Wednesday, January 5, 1983, at of about 7:00 P.M., in the Council Chambers at City Hall, 2200 Civic Center Orive, to consider a change in the Garbage Collection Rates.

Copies of the Proposed Garbage Collection Rates of the City of North Las Vegas, Nevada, effective January 1, 1983, are on file in the office of the City Clerk, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all otherested people may appear before the Chycearuncii in person or by counsel, and may object to or express approval of the proposed garbage collections, rates, or may prior to the Hearing, life with the City Clerk's Office written objections thereto or approval thereof.

Esther V. Borden City Clerk

Publish: December 6, 20, 1982 THE VALLEY TIMES

| COUNTY OF CLARK ( 3                     | , <b>S.</b>                                          |
|-----------------------------------------|------------------------------------------------------|
|                                         |                                                      |
|                                         | RNETT , being first duly sworn,                      |
| , , , , , , , , , , , , , , , , , , , , | ASSIFIEN DEPT of                                     |
| deposes and says:                       | aily newspaper of general circulation, printed and   |
| published at North Las V                | 'egas, in the County of Clark, State of Nevada, and  |
| that the attached was co                | ntinuously published in said newspaper for a period  |
| from DEC. 6, /                          | 982 to DEC. 20,1982                                  |
| inclusive being the issue               | s of said newspaper for the following dates, to-wit  |
| DECEMBER                                | 6,20,1982                                            |
| That said newspaper was                 | regularly issued and circulated on each of the dates |
| above named.                            |                                                      |
| Signed Att                              | ty Durnett                                           |
|                                         | before me this 20th                                  |
| Subscribed and sworn to                 | before me this                                       |
| day of December                         | Delne Gerstein                                       |
|                                         | Klasen, Bublic in and for Clark County, Nevada       |
| •                                       | OFFICIAL SEAL                                        |
| My commission expires:                  | UPPLICATE IN                                         |

SELMA GERSTEIN
ROTARY PUBLIC - STATE OF TEVADA
COUNTY OF CLARK

## REVIEW-JOURNAL

# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr. George J. Vasconi, being first duly sworn, deposes and says that he is Business Manager for the LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period ofinsertions from period of March 26,1980 toinclusive, being the issue of said newspaper for the following dates, |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| to wit:  March 26,1980                                                                                                                                                                                                                                                                                                                                                                                   |

That said newspaper was regularly issued and circulated on each of the

dates above named.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH LAS VEGAS, NEVADA ADOPT-ING A NEW RATE SCHEDULE FOR THE COLLECTION AND DISPOSAL OF GARBAGE TO BECOME EFFECTIVE APRIL 1, 1980.

WHEREAS, the committee agrees that Silver State Disposal any should be able to earn a reasonable profit, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of North Las Vegas hereby adopts the new rate schedule as shown in Exhibit A for the collection and disposal of garbage to become effective April 1, 1980.

PASSED, ADOPTED and APPROVED this 19th day of March

/s/ Ray H. Daines

ATTEST:

Publish: Las Vegas Review Journal March 26, 1980

GARBAGE COLLECTION RATES CITY OF NORTH LAS VEGAS, NEVADA EFFECTIVE APRIL 1, 1980

CHARGES FOR COLLECTING, HAULING AND DISPOSING OF GARBAGE:

Single-family residence. The charge for collecting, hauling and disposing of garbage, rubbleh and dead animals fraingle-family residence on a twice-a-week basis, shall be as follows:

\$4.61 per month, payable in advance, each and every month.

\$4.12 for the first unit on one stop and \$2.89 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be request by any apartments or multiple unit, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.

Apartments and Multiple Units. (9 spartments or more) The charge for collecting, hauling and disposing of garbage, rubbish, and dead animals from spartments and multiple unit on a twice-s-week basis shall be a flat rate to be computed as follows:

\$3.44 for the first unit on one stop and \$2.41 for each additional unit on one stop, irrespective of occupancy or vacancy of any such additional unit or units, payable each and every month. Should six-day service be request by any apartments or multiple units, the rate for service shall be two and one-half times that for service for a twice-a-week basis.

Offices - \$3.46 per month; Sleeping rooms and mobile homes without cooking facilities - \$1.55 per month; Rooms where cooking facilities are furnished or mobile

SIGNED. GEORGE J. VASCONI

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_\_ 19 80

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA

OFFICIAL SEAL GLENDA HARRIS NOTARY PUBLIC - STATE OF NEVADA COUNTY OF CLARK omm. Expires Feb. 7, 1982

RJ-132A

service be requested by any Motel and Mobile Home Par the rate for service shall be two and one-half times that for service for a twice-a-week basis.

that for service for a twice-a-week basis.

(E) Hotels, Places of Business and Public Buildings. The monthly charge for collecting, hauling and disposing of garbage, rubbish and dead snimals from hotels, places of business and public buildings shall be determined by the number and type of receptacles required by each such hotel, place of business or public building and by the number of daily collections from each per week in accordance with the following table:

| Number & type of re-<br>ceptacles-garbage cans<br>to 33-gal, capacity | 2 Collections<br>Per Week | 6 Collections<br>Per Week | 7 Collections<br>Per Week |
|-----------------------------------------------------------------------|---------------------------|---------------------------|---------------------------|
| 1                                                                     | \$ 6.22                   | \$25.87                   | \$31.05                   |
| 2                                                                     | \$12.45                   | \$35,22                   | \$43.46                   |

For additional garbage cans over two and not exceeding thirty-three gallons in capacity, there shall be added \$10.35 for six collections per week, or \$12.41 for seven collections per week; provided, however, that hotels, places of business or public buildings which require more than two garbage cans (thirty-three gallons maximum capacity) and receive service on a two-collections-per week basis, shall pay the same monthly charge as for six collections per week.

| One cubic yard contains                  | 2 Collections<br>ers: Per Week | 6 Collections<br>Per Week | 7 Collections<br>Per Week |
|------------------------------------------|--------------------------------|---------------------------|---------------------------|
| 1 one cubic yard container               | \$30.96                        | \$ 66.95                  | \$ 80.44                  |
| 2 one cubic yard containers              | \$61.92                        | \$118.42                  | \$142.36                  |
| Each additional one cubic yard container | \$30.96                        | \$ 51,47                  | \$ 61.92                  |

| cubic yard containers:                                         | 2_Collections<br>Per Week | 6 Collections | 7-Collections<br>Per Week |
|----------------------------------------------------------------|---------------------------|---------------|---------------------------|
| 1 1% cubic yard<br>container                                   | \$46.46                   | \$ 97.83      | \$117.60                  |
| 2 lh cubic yard<br>containers                                  | \$92.92                   | \$180.16      | \$216.68                  |
| Each additional<br>one and one half<br>cubic yard<br>container | \$46.46                   | \$ 82.33      | \$ 99.08                  |

| Two cubic yard container:                        | 2 Collections<br>Per Week | 6 Collections<br>Per Week | 7 Collection<br>Per Week  |
|--------------------------------------------------|---------------------------|---------------------------|---------------------------|
| l two cubic yard<br>container                    | \$ 61.92                  | \$118.42                  | \$142.36                  |
| 2 two cubic yard<br>containers                   | \$123.84                  | \$221.36                  | \$266.22                  |
| Each additional licubic yard container           | \$ 61.92                  | \$102.94                  | \$123.84                  |
| Three cubic yard container:                      | 2 Collections<br>Per Week | 6 Collections<br>Per Wack | 7 Collections<br>Per Week |
| 1 three cubic yard container                     | \$ 92.92                  | \$169.89                  | \$204.29                  |
| 2 three cubic yard.<br>containers                | \$165.84                  | \$324.30                  | \$390.12                  |
| Each additional<br>three cubic yard<br>container | \$ 92.92                  | \$154,41                  | \$185.83                  |
| Four cubic yard container:                       | 2 Collections<br>Per Week | 6 Collections<br>Per Week | 7 Collections<br>Per Week |
| 1 four cubic yard                                | \$123.88                  | \$221.38                  | \$266.21                  |

Manual type drop box, approximately 20 cubic yards capacity

Each additional four cubic yard container

l four cubic yard container

2 four cubic yard containers

\$65.20 per pickup and \$7.25 demurrage charge per 24 hours of any part thereof after the first 72 hours.

\$427.24

\$205.86

\$513.96

\$247.75

#### Compaction type drop box:

| One pickup per week<br>Two pickups per week    |
|------------------------------------------------|
| Three pickups per week<br>Six pickups per week |
| Non-scheduled pickups                          |

\$1,124.10 per month \$1,498.82 per month \$2,060.80 per month \$2,595.00 per month \$168.63 per pickup

Compacted garbage and refuse shall be billed at the vatio of three to one (3 to 1) in accordance with the size of the comtainer and frequency of service.

\$247.76

\$123.88



# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| of <u>one</u> March to wit: | insertions fro<br>7,1980 inclusive, bein                                                                                                                                                                                                                                                                                              | m period of <u>March 7,1980</u> to g the issue of said newspaper for the following dates, |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|                             | March 7,1980                                                                                                                                                                                                                                                                                                                          |                                                                                           |
|                             | •                                                                                                                                                                                                                                                                                                                                     |                                                                                           |
|                             | nat said newspaper was regula<br>ates above named.                                                                                                                                                                                                                                                                                    | rly issued and circulated on each of the                                                  |
|                             |                                                                                                                                                                                                                                                                                                                                       | Salara                                                                                    |
| <del></del>                 | 1 A. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.                                                                                                                                                                                                                                                                                           | SIGNED_///WWW.                                                                            |
| of hold P./ bei             | NOTICE OF PUBLIC HEARING lice is hereby given that the City Council he City of North Las Vegas. Nevada will d a public hearing at the hour of 7:10 A., March 19, 1980, in the Council Cham- s at City Hall, 2200 Civic Center Drive, rih Las Vegas, Nevada, to consider a ange in the garbage collection rates. ter V. Börden y Clerk | GEORGE J. VASCONI                                                                         |
| Pu                          | b. Mar. 7, 1980                                                                                                                                                                                                                                                                                                                       | Subscribed and sworn to before me this. 7 day of March, 19 80                             |
|                             |                                                                                                                                                                                                                                                                                                                                       | Glenda Garris                                                                             |
|                             | •                                                                                                                                                                                                                                                                                                                                     | NOTARY PUBLIC, IN AND FOR CLARK<br>COUNTY, NEVADA                                         |
|                             |                                                                                                                                                                                                                                                                                                                                       |                                                                                           |

NOTARY PUBLIC - STATE OF NEVADA

## AFFIDAVIT OF PUBLICATION

STATE OF NEVADA COUNTY OF CLARK

NOTICE OF PUBLIC HEARING Notice is hereby given that the City Council of the City of North Las Vegas, Nevada will hold a public hearing at the hour of 7:10 P.M., March 19, 1980, in the Council Chambers at City Hall, 2200 Civic Center Drive, North Las Vegas, Nevada, to consider a change in the garbage

> /s/ Esther V. Borden ESTHER V. BORDEN City Clerk

Rublish: March 9,,1980.

collection rates.

NAVONA THOMPSON

being first duly sworn,

deposes and says: <u>CLASSIFIED DEPARTMENT</u> THE VALLEY TIMES, a daily newspaper of general circulation, printed and published at North Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period

MARCH 9. 1980 from

MARCH 9. 1980

inclusive, being the issues of said newspaper for the following dates, to-wit:

MARCH 9. 1980

That said newspaper was regularly issued and circulated on each of the dates above named.

Signed Marona Shompson

Subscribed and sworn to before me this day of MARCH 9. 1980

Notary Public in and for Clark County, Nevada

My commission expires:



## REVIEW-JOURNAL

# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr. George J. Vasconi, being first duly sworn, deposes | and says that he is Business Manager for   |
|--------------------------------------------------------|--------------------------------------------|
| the LAS VEGAS REVIEW-JOURNAL, a daily newspaper        | at Las Veges in the County of Clark Case   |
| of Nevada, and that the attached was continuously pro- | uhlished in said navenance for a navied    |
| UIINSERTIONS from period                               | of February 10 1070                        |
| March 6,1979 inclusive, being the issue                | of said newspaper for the following dates  |
| to wit:                                                | or data nonspaper for the following dates, |
| February 10, 1070                                      |                                            |

February 19,1979 March 6,1979

That said newspaper was regularly issued and circulated on each of the dates above named.

|                                                                                                                                                                                                 |                                         |                                         | <del></del> ~~                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|------------------------------------------|
| NOTICE TO ALL INHABITANTS OF<br>TO ALL CUSTOMERS OF SILVER S                                                                                                                                    | THE CITY OF NO                          | RTH LAS VEGAS<br>OMPANY DISPO           | , NEVADA, AND<br>SAL TRANSPOR-           |
| TATION, INC. NOTICE IS HEREBY GIVEN that the                                                                                                                                                    | e City Council of th                    | e City of North La                      | s Vegas will hold                        |
| a public hearing at the hour of 7:00<br>Hall, 2200 Civic Center Drive, North I                                                                                                                  | p.m., March-21, 197                     | 9, in the Council (                     | Chambers at City                         |
| Hall, 2200 Civic Center Drive, North I<br>for collections, hauting and disposing                                                                                                                | as Vegas, Nevada,                       | concerning an inc                       | rease in the rates<br>legas. Nevada, as  |
| follows:                                                                                                                                                                                        | •                                       |                                         |                                          |
| RESIDENTIAL SINGLE FAMILY                                                                                                                                                                       | DWELLING                                |                                         | .,,\$3.75                                |
| 2 pickups per week<br>(RATES INCLUDE PICKUP SERV                                                                                                                                                | ICE FOR BILLKY A                        | RTICLES)                                |                                          |
| MULTIPLE RESIDENTIAL UNITS                                                                                                                                                                      | TOLL FOR DOLK I                         | From 2                                  | to 8 apartments                          |
| 2 pickups per week                                                                                                                                                                              |                                         |                                         | e2 21                                    |
| 2 pickups per week<br>First Aparlment<br>Each additional aparlment                                                                                                                              |                                         |                                         | \$2.35                                   |
| (RATES INCLUDE PICKUP SERV                                                                                                                                                                      | ICE FOR BULKY A                         | RTICLES)                                |                                          |
| 6-day service rate - 2.5 x's 2-day ser                                                                                                                                                          | vice.                                   | 0 anas                                  | tments or more                           |
| MULTIPLE RESIDENTIAL UNITS  2 olckups per week                                                                                                                                                  |                                         | apai                                    | Interna of triale                        |
| 2 pickups per week<br>First apartment<br>Each additional apartment                                                                                                                              |                                         |                                         | \$2.80                                   |
| Each additional apartment6-day service rate - 2.5 x's 2-day ser                                                                                                                                 |                                         |                                         |                                          |
| MOTELS and MOBILE HOME PAI                                                                                                                                                                      | RKS                                     |                                         | i i                                      |
| 2 pickups per weck<br>Offices                                                                                                                                                                   |                                         |                                         | 62.01                                    |
| Sleeping rooms and mobile homes.                                                                                                                                                                |                                         |                                         |                                          |
| without cooking facilities                                                                                                                                                                      | •                                       |                                         |                                          |
| Sleeping rooms and mobile homes                                                                                                                                                                 | •                                       |                                         | \$1.69                                   |
| with cooking facilities<br>Mobile homes (individual collection                                                                                                                                  | ns} *                                   |                                         | . 21.07                                  |
| Aday service rate 2.5 x's 2 day serv                                                                                                                                                            | vice                                    | SILIAR .                                | \$2.81                                   |
| HOTELS, PLACES OF BUSINESS                                                                                                                                                                      | and PUBLIC BUILD                        | DINGS                                   | \$5.06                                   |
| 2 Pickups per week (1 can)<br>2 Pickups per week (2 cans)                                                                                                                                       | •                                       |                                         | 610.10                                   |
| 2 Pickups per week (2 cans) 6 Pickups per week (1 can) 6 Pickups per week (2 cans) each additional can over 2 7 Pickups per week (1 can) 7 Pickups per week (2 cans) Each additional can over 2 |                                         |                                         | \$21.03                                  |
| 6 Pickups per week (2cans)                                                                                                                                                                      | *************************************** |                                         | \$B.42                                   |
| 7 Pickups per week (1 can)                                                                                                                                                                      | **********************                  |                                         | \$25.24                                  |
| 7 Pickups per week (2 cans)                                                                                                                                                                     | *************************************** | *************************************** | \$35.33<br>e10.00                        |
| Each additional can over 2                                                                                                                                                                      | 2 Collections                           | 6 Collections                           | 7 Collections                            |
| One Cubic yard container:                                                                                                                                                                       | Per Week                                | Per Week                                | Per Week                                 |
| 1 one cubic yard container                                                                                                                                                                      | \$25.17                                 | \$54.43                                 | \$65.40                                  |
| 2 one cubic yard containers                                                                                                                                                                     | 50.34                                   | 96.28                                   | 115.74                                   |
| Each additional one-cubic<br>yard container                                                                                                                                                     | 25.17                                   | 41.85                                   | 50.34                                    |
| 1/2 cubic yard container:                                                                                                                                                                       | 25.17                                   | 41.00                                   |                                          |
| 11/2 cubic yard container                                                                                                                                                                       | \$37.77                                 | \$79.54                                 | \$95,61                                  |
| 2 11/2 cubic yard containers                                                                                                                                                                    | 75.54                                   | 146.47                                  | 176.16                                   |
| Each additional 1½ cubic ' yard containers                                                                                                                                                      | 37.77                                   | 66.95                                   | 80.55                                    |
| Two cubic yard container:                                                                                                                                                                       | 97.77                                   | 00.73                                   | 00.55                                    |
| 1 two cubic yard container                                                                                                                                                                      | \$50.34                                 | \$96.28                                 | \$115.74                                 |
| 2 two cubic yard containers                                                                                                                                                                     | 100.68                                  | 179.97                                  | 216.44                                   |
| Each additional two cubic                                                                                                                                                                       | 50.04                                   | 92.40                                   | 100.68                                   |
| yard container Three cubic yard container:                                                                                                                                                      | 50,34                                   | 83.69                                   | 100.00                                   |
| 1 three cubic yard container                                                                                                                                                                    | \$75.54                                 | \$138.12                                | \$166.09                                 |
| 2 three cubic yard containers                                                                                                                                                                   | 151.0B                                  | 263.66                                  | - 317.17                                 |
| Each additional three cubic                                                                                                                                                                     | . 70 **                                 | 105.54                                  | 151.08                                   |
| yard container                                                                                                                                                                                  | 75.54                                   | 125.54                                  | . 131.08                                 |
| Four cubic yard container:<br>1 four cubic yard container                                                                                                                                       | \$100.71                                | \$179.98                                | \$216.43                                 |
| 2 four cubic yard containers                                                                                                                                                                    | 201.42                                  | 347.35                                  | 417.85                                   |
| Each additional four cubic                                                                                                                                                                      |                                         |                                         | 003.40                                   |
| yard container<br>Manual type drop box, approximate                                                                                                                                             | 100.71<br>Iv 20 cubic.vard cac          | 167.37<br>pacity                        | 201.42                                   |
| \$53,00 per pick-up and \$6.00 demur                                                                                                                                                            | rage charge per 24                      | hours or any par                        | t thereof after the                      |
| first 72 hours.                                                                                                                                                                                 |                                         |                                         |                                          |
| Compaction type drop bax:<br>One pick-up per week                                                                                                                                               |                                         |                                         | \$913.90 per month                       |
| Two pick-ups per week                                                                                                                                                                           |                                         |                                         | 1,218.55 per month                       |
| three pick-ups per week                                                                                                                                                                         |                                         |                                         | 1,675.45 per month<br>2,109.75 per month |
| Six pick-ups per week<br>Non-scheduled pick-ups                                                                                                                                                 |                                         |                                         | 137.10 per pick-up                       |
| Compacted parbage and refuse sha                                                                                                                                                                | II be billed at the re                  | atio of three to one                    | (3 to 1) in accord-                      |
| ance with the size of the container a                                                                                                                                                           | and frequency of ser                    | Vice.<br>North Las Vecas I              | City Council In per                      |
| son or by counsel and may object<br>may, prior to the Hearing, file with                                                                                                                        | to or express appro                     | val of the propose                      | d rate increase, or                      |
| may, prior to the Hearing, file with                                                                                                                                                            | n the City Clerk's O                    | ltice written objec                     | tions thereto or ap-                     |
| proval thereof.<br>Esther V. Borden                                                                                                                                                             | é                                       |                                         | •                                        |
| City Clerk                                                                                                                                                                                      |                                         |                                         |                                          |
| Pub. Feb. 19, Mar. 6, 1979                                                                                                                                                                      |                                         | `                                       | * *                                      |
|                                                                                                                                                                                                 | •                                       |                                         | <del></del>                              |
|                                                                                                                                                                                                 |                                         |                                         |                                          |

SIGNED SIGNED GEORGE J. VASCONI

Subscribed and sworn to before me this \_\_\_\_\_\_ day of \( \text{March} \) 19 \( \text{19} \)

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA



RJ-132A

A-46



# AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| Mr  | <ul> <li>George J. Vasconi, being first duly sworn, deposes and says that he is Business Manager for</li> </ul> |
|-----|-----------------------------------------------------------------------------------------------------------------|
|     | LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State                         |
| of  | Nevada, and that the attached was continuously published in said newspaper for a period                         |
| of. | <u>one</u> insertions from period of <u>March 23,1979</u> to                                                    |
|     | March 23,1979 inclusive, being the issue of said newspaper for the following dates,                             |
|     | wit:                                                                                                            |
|     | March 23,1979                                                                                                   |

That said newspaper was regularly issued and circulated on each of the dates above named.

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA, AND TO ALL CUSTOMERS OF SILVER STATE DISPOSAL COMPANY DISPOSAL TRANSPORTATION, INC.

ROTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas after having held the Public Hearing on March 21, 1979 did approve an increase in the scheduled rates for collections, hauling and disposing of garbage in the City of North Las Vegas, Nevada, to become effective April 1, 1979. The scheduled rates are as follows:

SINGLE FAMILY DWELLING......\$3.75 -2 pickups per week-(RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES)

MULTIPLE RESIDENTIAL UNITS - From 2 to 8 apartments -2 pickups per week-

First apartment..... 

MULTIPLE RESIDENTIAL UNITS - 9 apartments or more -2 pickups per week-

First apartment Each additional apartment \$2,80 \$1.96 6-day service rate - 2.5 x's 2-day service

MOTELS end MOBILE HOME PARKS
-2 pickups per week-

Sleeping rooms and mobile homes without cooking facilities Sleeping rooms and mobile homes \$1,26 \$1.69 with cooking facilities Mobile homes (individual collections) 6-day service rate - 2.5 x's 2-day service.

HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS \$ 5.06

2 Pickups per week (1 can) 2 Pickups per week (2 cans) \$10.12 \$21.03 6 Pickups per week (1 can) 6 Pickups per week (2 cans) \$29.45 Each additional can over 2 \$ 8.42 \$25.24 7 Pickups per week (1 can) Pickups per week (2 cans) \$35.33 \$10.09

Each additional can over 2 2 Collections 6 Collections 7 Collections One cubic yard container: Per Week Per Week Per Leek one cubic yard container one cubic yard containers \$ 54.43 96.28

115.74

GEORGE J. VASCONI

Subscribed and sworn to before me .day of *MALEL*), 19<u>79</u>

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA



RJ--132A

A-46

| 1                             |           |                    |               |
|-------------------------------|-----------|--------------------|---------------|
| 1 cubic yard container:       |           |                    |               |
| 1 15 cubic yard container     | \$ 37.77  | - \$ 79.54         | \$ 95.615     |
| 2 15 cubic yard containers    | 75.54     |                    | 176.15        |
| Each additional ly cubic      |           |                    | 2.0.12        |
| yard container                | 37.77     | 64.95              | 80.55         |
|                               |           |                    |               |
| Two cubic yard container:     |           |                    | ,             |
| i two cubic yard container    | \$ 50.34  | \$ 96.28           | 5115.74       |
| 2 two cubic yard containers   | 100.68    | 179.97             | 216.44        |
| Each additional two cubic     |           |                    |               |
| yard container                | 50.34     | 83.69              | 100.65        |
| • •                           |           |                    |               |
| Three cubic yard container:   |           |                    |               |
| i three cubic yard container  | \$ 75.54  | \$138.12           | \$166.09      |
| 2 three cubic yard containers |           |                    | 317.17        |
| Each additional three cubic   | -20.30    |                    |               |
| yard container                | 75.54     | 125.54             | 151.09        |
| •                             |           |                    |               |
| Four cubic yard container:    |           | ,                  | ,             |
|                               |           |                    |               |
| l four cubic yard container   | \$100.71  |                    |               |
| 2 four cubic yard containers  | 201.42    | 347.35             | 417.85        |
| Each additional four cubic    |           |                    |               |
| yard container                | 100.71    | 167.37             | . 201,42      |
| Manual type drop box,         | \$53.00 t | er pick-up and \$6 | .00 decurrage |
| approximately 20 cubic        |           | er 24 hours or ar  |               |
| yard capacity                 |           | ne first 72 hours. |               |
|                               |           |                    |               |

#### Compaction type drop box:

| One pick-up per week    | \$ 913.90 per month |
|-------------------------|---------------------|
| Two pick-ups per week   | 1,218.55 per month  |
| Three pick-ups per week | 1,675.45 per month  |
| Six-pick-ups per week   | 2,109.75 per month  |
| Non-scheduled pick-ups  | 137.10 per picksup  |

Completed garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

The schedule of rates for refuse collection is on file in the office of the City Clerk for public inspection on Tuesday through Friday, 7:00 A.M. to 6:00 P.M.

Esther V. Borden City Clerk

Put. Harch 23, 1979 -

Control Contro

# DISPOSAL SERVICE SEEKS 25¢ GARBAGE RATE INCREASE

Citing spiraling inflation costs, Silver State Disposal Company Disposal Transportations, Inc., Clark Sanitation, Inc. and Henderson Disposal Service, Inc. d.b.a. Black Mountain Disposal Company have submitted to the City of Las Vegas, City of North Las Vegas, City, of Henderson and Clark County a modest request for an increase in garbage removal rates of 25¢ (1/4 of \$1.00) per month for all residential accounts...

According to Alfred Isola, President of Silver State Disposal Company, the nominal increase to all customers, averaging 6.9% which is in conformity with President Carter's voluntary guidelines, is necessary for the disposal companies to maintain its level of service to customers in an era of inflationary trends. "The increase in rates is not sought for reimbursement of prior years operating costs and will not increase the company's profit margin."

Through conscientious cost coversation, the disposal companies Mave not sought an increase in garbage removal rates since July 30,1975, (a three and one half year period). During this period of time, the company has implemented the following policies and procedures to conserve costs and maintain a high level of service to its customer:

- 1. Standardized garbage pickup shifts in contiguous geographical location in order to minimize equipment requirements.
- 2. Reduce the standard work week from 48 hours to 40 to allow employees two (2) consecutive days off for leisure.
- 3. Installed, without cost to the customers, outriggers on containers, as a safety factor, to prevent tipping over.

Service rendered to residential customers consists of twice a week garbage pickup, an extra monthly bulk pick up service and an unlimited quantity of refuse at a fixed quarterly rate. Local rates for this service are far lower in comparison with most other cities in Nevada which do not provide as complete a service as those here in Southern Nevada.

For example:

RENO, NEVADA - One (1) can (32 gallons) on front curb and one (1) cubic yard of ' trash - once a week service -no extra monthly bulk pickup - \$3.75 per month; each additional can, \$2.00 per month. Two cans serviced once a week - \$5.75 per month.

**CALIFORNIA** 

MARIN COUNTY - One (1) can (32 gallons) on front curb, once a week pick up - no extra monthly bulky pickup -\$4.75 per month. Each additional can \$4.75. Two cans serviced once a week - \$9.50 per month.

OAKLAND -

One (1) can (32 gallons) on front CALIFORNIA curb, once a week pickup. No extra monthly bulky pickup - \$4.10 per month. Each additional can \$2.05. Two cans serviced once a week -\$6.15 per month.

Proposed rate - unlimited cans CITY OF NORTH LAS VEGAS (32 gallons) on front curb serviced twice a week, once a month bulky extra pickup - \$3.75 per month.

CITY OF LAS VEGAS CITY OF HENDERSON AND CLARK COUNTY

R.J.

# Garbage contract approved

NORTH LAS VE-GAS—The North Las Vegas City Council Wednesday night ratified a refuse pickup contract with Silver State Disposal Co.

The motion to approve the proposal by Councilman Cynthia Baumann passed with little discussion.

The question of a written agreement for city garbage collection arose several months ago when city officials found no formal agreement existed between North Las Vegas and Silver State, the company which has been hauling trash in the city for 15 years.

The council reviewed and revised a draft agreement between the city and Silver State last month.

The council also authorized retaining a bond counsel to handle the refinancing of at least one special assessment district which the city said was not initially set up properly. The firm hired is Dawson, Nagel, Sherman and Howard of Denver.

The council also approved a bid to install a new gasoline storage tank at the Slagle Public Safety Building. City Manager Raymond Schweitzer told the council the existing tank has a bad leak and the bid was given to Maintenance Inc., for \$7,400.

In other business, the council tabled action on adoption of the uniform dangerous building code until Mayor Ray Daines was furnished a copy of the code to read and also postponed action on the Joe Kniep Park redevelopment project until a use study is made.

The council also set budget study sessions for Feb. 7 through 10 from noon until 2 p.m. each day. The 1978-79 fiscal plan will be reviewed then. A-46

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A-46

## Council reviews garbage pact

By Sue Volek R-J Staff Writer

Council Tuesday night reviewed word by word a nine-page draft contract between the city and Silver State Disposal

An attempt by Councilman Gary Davis to postpone the two-hour review until an adjourned or special meeting was called out of order by Mayor Ray Daines.

City Manager Raymond Schweitzer explained the draft contract represented the understanding that the city staff and Silver State have between them right now. Schweitzer pointed out the last written agreement expired in 1972. He asked the council for a policy on whether it would like to negotiate a permanent contract with Silver State or go out to bid.

The council did not address that question, although it raised several points as each section of the contract proposal was read. Three members, Davis, Thomas Brown and Cynthia Baumann, questioned the proposed 15-year length of the contract with a 5-year renewal option.

The councilmen indicated they would prefer a 10-year term instead, possibly with a 5-year renewal option and instructed the city manager to work toward that direction in future negotiations with the disposal company.

Joe Anstett, representative for Silver State same the longer term was sought because of the high overhead in operations and equipment.

Anstett pointed out Silver State and its predecessor had served North Las Vegas for 25 years and "we'd like to serve for another 25 years or more."

Daines objected to a 60-day notice of cancellation clause, favoring a 120-day period instead.

"It would take that long to get somebody else rolling,"

he said.

The mayor made it clear, however, the actual question of ratification of another contract with Silver State would be raised at another time. He said the fact that he suggested changes in the draft did not mean he would favor a new contract with Silver State.

A request was received at the Nov. 16 council meeting from Bob Ramos, owner of the Nevada Environmental Landfill.

He asked to be placed on a bid list if the council decided to put the contract out to bid. Nevada Environmental Landfill operates trash pickup service in Boulder City, the Lake Mead Recreation Area and Nellis Air Force Base.

Ramos is seeking another site for a landfill for the Nellis operation, since the Air Force base is shutting down its landfill after the first of the year.

Mayor Daines has proposed that North Las Vegas set up a city landfill and franchise the operation to a private contractor.

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A-46

#### AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) SS COUNTY OF CLARK)

Mr. George J. Vasconi, being first duly sworn, deposes and says that he is Business Manager for the LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of <u>two</u> insertions from period of <u>September 22,1975</u> to <u>September 29,1975</u> inclusive, being the issue of said newspaper for the following dates, to wit:

September 22,29,1975

That said newspaper was regularly issued and circulated on each of the dates above named.

GEORGE J. VASCONI

Subscribed and sworn to before me this 29 day of Lest

CITY OF NORTH LAS VEGAS STATEMENT OF GARBAGE RATES NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, at its Meeting of September 2, 1975, authorized publication of the following: HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS

|   | a to the second of the second |    |         |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|
| 2 | Pickups per week (1 can)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | S  | 4.73    |
|   | " " (2 cans)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | 9.45    |
| 6 | Pickups per week (1 can)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 5  | 19.67 - |
|   | " " (2 cans)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | 27.54   |
|   | Each additional can over 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ | 7.88    |
| 7 | Pickups per week (1 can)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ | 23.61   |
|   | " " (2 cans)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$ | 33.05   |
|   | Each additional can over 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |    |         |

### AUTO COURTS and MOBILE HOME PARKS

| Offices\$                             | 2.63 |
|---------------------------------------|------|
| Sleeping rooms and mobile homes       |      |
| • •                                   | 1.18 |
| Sleeping rooms and mobile homes       |      |
| with cooking facilities\$             | 1.58 |
| Mobile homes (individual collections) | 2.63 |
| 4-33 <b>4</b> .                       |      |

| The state of the s | 13 T St 🕝    |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|
| MULTIPLE RESIDENTIAL UNITS From 2 to                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 8 apartments |   |
| -2 pickups per week 1944 180                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 7.7          |   |
| First apartment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 3.1.      | 3 |

RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES

MULTIPLE RESIDENTIAL UNITS-9 apartments or more --2 pickups per week-

First apartment... liach additional apartment.....

RESIDENTIAL SINGLE FAMILY DWELLING.

-2 pickups per week--3.50

Can size limited to 33 gallons—No limit to number of cans
RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES

These rates to go into effect. October 1, 1975.

| One cubic yard container:   | 2 Collections<br>Per Week | 6 Collections<br>Per Week | 7 Collections<br>Per Week |
|-----------------------------|---------------------------|---------------------------|---------------------------|
| I one cubic yard container  | \$ 23.55                  | \$ 50.92                  | \$ 61.18                  |
| 2 one cubic yard containers | 47.10                     | 90.07                     | 108.27                    |

NOTARY PUBLIC, IN AND FOR

CLARK COUNTY, NEVADA lenda Harris



RJ-132

| ,                             |                                          |                       | 11,02    |     |
|-------------------------------|------------------------------------------|-----------------------|----------|-----|
| 1½ cubic yard container:      |                                          | ,                     |          |     |
| 172 curic yara contante.      |                                          |                       |          |     |
| I 11/2 cubic yard container   | \$ 35.33                                 | \$ 74,41              | \$ 89.44 |     |
| 2 11/2 cubic yard containers  | 70.66                                    | 137.02                | 164.78   |     |
| Hach additional 11/2 cubic    |                                          |                       |          |     |
| yard container                | 35.33                                    | 62.63                 | 75.35    | •   |
| Two cubic yard container:     |                                          | ,                     |          |     |
| I two cubic yard container    | \$ 47.10                                 | \$ 90.07              | \$108.27 |     |
| 2 two cubic yard containers   | 94.21                                    | 168.36                | 202.46   |     |
| Each additional two cubic     |                                          | <b>V</b> 4            |          |     |
| yard container                | 47.10                                    | 78.29                 | 94.19    |     |
| Three cubic yard container:   |                                          |                       |          |     |
| I three cubic yard container  | \$ 70.66                                 | \$129.20              | \$155.37 | ٠   |
| 2 three cubic yard containers | 141.31                                   | 246.64                | 296.64   | , T |
| Each additional three cubic   |                                          |                       |          |     |
| yard container                | 70.66                                    | 117.44                | 141.28   |     |
| Four cubic yard container:    |                                          |                       | •        |     |
| 1 four cubic yard container   | \$ 94.21                                 | \$168.36              | \$202.46 |     |
| 2 four cubic yard containers  | 188.42                                   | 324.93                | 390.83   | •   |
| Each additional four cubic -  |                                          |                       |          |     |
| yard container                | 94.21                                    | 156.57                | 188.37   |     |
|                               | ,                                        |                       |          |     |
| Малия Type drop box,          |                                          |                       |          | ٠   |
| approximately 20 cubic        |                                          |                       |          |     |
| yard capacity                 | § 49.50 per pick-up and \$6.00 demurrage |                       |          |     |
| ļ·                            |                                          | 4 hours or any part i | thereof  |     |
| +                             | after the first 72 hours.                |                       |          |     |

#### Compaction type drop box:

One pick-up per week Two pick-ups per week Three pick-ups per week Six pick-ups per week Non-scheduled pick-ups \$ 854.90 1139.90 1567.30 1973.55 128.25

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

These rates to go into effect October 1, 1975.

Publish September 22, 1975 and September 29, 1975. The Valley Times Las Vegas Review Journal 22, 29, 1975.

## AFFIDAVIT OF PUBLICATION

Valley Times Quick Action Person-to-Person-

The Valley Times

## Classi

Only 5 Cents Per Word. Your CITATE OF NEVADA, OUNTY OF CLARK

RECEIVED

OCT 1 1975

CITY FINANCE DEPT. OF NO. LAS VEGAS

CITY OF NORTH LAS VEGAS
STATEMENT OF GARBAGE RATES
NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, ORTH

| 2 | Pickups per week (1 can)     | 4.13  |
|---|------------------------------|-------|
|   | " " (2 cans)\$               | 9.45  |
|   | Pickups per week (1 can)     |       |
| 6 | Pickups per week (1 can)     | 19.67 |
|   | " " (2 cans)\$               |       |
|   | Each additional can over 2\$ | 7.88  |
| 7 | Pickups per week (1 can)\$   | 23.61 |
|   | " " (2 cans)\$               | 33.05 |
|   | Each additional can over 2   | 9.44  |

| AUTO COURTS and MOBILE HOME PARKS  -2 pickups per week- | .*,  |
|---------------------------------------------------------|------|
| Offices                                                 | 2.63 |
| Skeping rooms and mobile homes                          |      |
| without cooking facilities\$                            | 1.18 |
| Sleeping rooms and mobile homes                         |      |
| with cooking facilities                                 | 1.58 |
| Mobile homes (individual collections)                   | 2.63 |

| · ·                                                 |  |
|-----------------------------------------------------|--|
| MULTIPLE RESIDENTIAL UNITS - From 2 to 8 apartments |  |
| -2 pickups per week-                                |  |

| First apartment\$                        | 3.13 |
|------------------------------------------|------|
| Each additional apartment\$              | 2.20 |
| PATES INCLUDE PICKUP SERVICE FOR BULKY A |      |

### MULTIPLE RESIDENTIAL UNITS-9 apartments or more -2 pickups per week-

| First apartment\$           | 2.62 |
|-----------------------------|------|
| Each additional apartment\$ | 1.83 |

#### RESIDENTIAL SINGLE FAMILY DWELLING.......\$ 3.50

-2 pickups per weekCan size limited to 33 gailons-No limit to number of cans
RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES

These rates to go into effect. October 1, 1975.

| One cubic yard container:    | 2 Collections<br>Per Week | 6 Collections<br>Per Week | 7 Collections<br>Per Week             |
|------------------------------|---------------------------|---------------------------|---------------------------------------|
| One cause years voltage or   |                           |                           | · · · · · · · · · · · · · · · · · · · |
| I one cubic yaid container   | \$ 23.55                  | \$ 50.92                  | \$ 61.18                              |
| 2 one cubic yard containers  | 47.10                     | 90.07                     | 108.27                                |
| Each additional one-cubic    |                           |                           |                                       |
| . yard container             | 23.55                     | 39.15                     | 47.09                                 |
| 11/2 cubic yard container:   |                           |                           | ;                                     |
| I 114 cubic yard container   | \$ 35.33                  | \$ 74.41                  | \$ 89.44                              |
| 2 11/2 cubic yard containers | 70.66                     | 137.02                    | 164.7€                                |
| Each additional 114 cubic    |                           |                           |                                       |
| yard container               | 35.33                     | . 62.63                   | 75.35 <sub>3</sub>                    |
| Two cubic yard container:    | ٠                         |                           | *                                     |
| 1 and subjected appletons    | ¢ 47.10                   | <b>₹ 90.07</b>            | \$108.27)                             |

202.46

nclusive, being the issues of said newspaper for the following dates, to-wit:

Se t. 22, Se tember 29, 1975

hat said newspaper was regularly issued and circullated on each of the dates bove named.

Signed Signed

25th

Subscribed and sworn to before me this lay of

September, 1975

Notary Public In and Policiark County, Nevada
NOTARY PUBLIC – STATE OF NEVADA

My Commission Expired

6-13-78



Judy Carolyn Elmore

My Commission Expires June 13, 1978

| yard container                                                   | 47.10      | 78.29                                                           | 94.19    |
|------------------------------------------------------------------|------------|-----------------------------------------------------------------|----------|
| Three cubic yard container:                                      |            | Samman                                                          |          |
| 1-three cubic yard container                                     | \$ 70.66   | ાં કો<br>ડેડ્રા29.20                                            | \$155.37 |
| 2 three cubic yard containers<br>Each additional three cubic     | 141.31     | 246.64                                                          | 296.64   |
| yard container                                                   | 70.66      | 117.44                                                          | 141.28   |
| Four cubic yard container:                                       |            | •                                                               | ÷        |
| 1 four cubic yard container                                      | \$ 94.21   | \$168.36                                                        | \$202.46 |
| 2 four cubic yard containers<br>Each additional four cubic       | 188.42     | · 324.93                                                        | 390.83   |
| yard container                                                   | 94.21      | 156.57                                                          | 188.37   |
| Manual type drop box,<br>approximately 20 cubic<br>yard capacity | charge per | pick-up and \$6.00 de<br>24 hours or any part<br>irst 72 hours. |          |

#### Compaction type drop box:

| One pick-up per week    | \$ 854.90 |
|-------------------------|-----------|
| Two pick-ups per week   | 1139.90   |
| Three pick-ups per week | 1567.30   |
| Six pick-ups per week   | 1973.55   |
| Non-scheduled pick-ups  | 128.25    |

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

These rates to go into effect October 1, 1975. The Valley Times September 29, 1975

## FFIDAVIT OF PUBLICATION

Valley Times Quick Action Person-to-F

The **Valley Times**  Only 5 Cents Per Word.

TE OF NEVADA, YOUR TY OF CLARK

RECEIVED OCT 1 1975

FINANCE DEPT. CITY OF NO. LAS VEGAS

#### **Legal Notices**

CITY OF NORTH LAS VEGAS STATEMENT OF GARBAGE RATES
NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, at its Meeting of September 2, 1975, authorized publication of the following: HOTELS, PLACES OF BUSINESS and PUBLIC BUILDINGS

| 2 | Pickups per week (1 can)     | 9.45  |
|---|------------------------------|-------|
| 6 | Pickups per week (1 can) \$  | 19.67 |
|   | Each additional can over 2   |       |
| 7 | Pickups per week (1 can)\$   | 23.61 |
|   | " " (2 cans)\$               | 33.05 |
|   | Each additional can over 2\$ |       |

#### AUTO COURTS and MOBILE HOME PARKS -2 pickups per week-

| Offices\$                               | 2.63 |
|-----------------------------------------|------|
| Sleeping rooms and mobile homes         |      |
| without cooking facilities\$            | 1.18 |
| Sleeping rooms and mobile homes         |      |
| with cooking facilities\$               | 1.58 |
| Mobile homes (individual collections)\$ | 2.63 |

#### MULTIPLE RESIDENTIAL UNITS -- From 2 to 8 apartments -2 pickups per week-

| ,                         |          |       |         |    |
|---------------------------|----------|-------|---------|----|
| First apartment           |          |       | \$ 3,13 |    |
| Each additional apartment |          | ,<br> | \$ 2.20 |    |
| RATES INCLUDE PICKUP SEE  | VICE FOR | BULKY | ARTICLI | ES |

#### MULTIPLE RESIDENTIAL UNITS-9 apartments or n -2 pickups per week-

| First apartment            | \$ | 2.62 |
|----------------------------|----|------|
| Each additional apartment. |    | 1.83 |
| Zucit additional apartment | -  |      |

### RESIDENTIAL SINGLE FAMILY DWELLING.

Can size limited to 33 gallons—No limit to number of cans
RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES

2 Collections

These rates to go into effect October 1, 1975.

| One cubic yard container:     | Per Week | Per Week             | Per Week |
|-------------------------------|----------|----------------------|----------|
| 1 one cubic yard container    | \$ 23.55 | \$ 50.92             | \$,61.18 |
| 2 one cubic yard containers   | 47.10    | 90.07                | 108.27   |
| Each additional one-cubic     |          |                      |          |
| yard container                | 23.55    | 39.15                | 47.09    |
| 11/2 cubic yard container:    | •        | • •                  |          |
| 1 1½ cubic yard container     | \$ 35.33 | \$ 74.41             | \$ 89.44 |
| 2 1% cubic yard containers    | 70.66    | 137.02               | 164.78   |
| Each additional 11/2 cubic    |          |                      |          |
| yard container                | 35.33    | 62.63                | 75.35    |
| Two cubic yard container:     |          |                      | -        |
| I two cubic yard container    | \$ 47.10 | \$ 90.07             | \$108.27 |
| 2 two cubic yard containers   | 94.21    | 168.36               | 202.46   |
| Each additional two cubic     |          |                      |          |
| yard container                | 47.10    | 78.29                | 94.19    |
| Three cubic yard container:   |          | two for the same and |          |
| 1 three cubic yard container. | 5 70.66  | \$129.20             | \$155.37 |
| 2 three cubic yard containers | 141.31   | 246.64               | 296.64   |
| Each additional three cubic   | - 17.101 | ;                    |          |
| Their Britishing Alles Andre  |          | 118.44               | 141.00   |

70.66

yard container

| ļ                  | •••••                 | DAV                         | vns.                | ARNATA | \ <del>R0</del>              |     | , be                                         | ing fil | rst duly | sworn |
|--------------------|-----------------------|-----------------------------|---------------------|--------|------------------------------|-----|----------------------------------------------|---------|----------|-------|
| es<br>Las<br>ed at | and<br>VEGAS<br>North | Says:<br>VALLEY<br>Las Vega | TIMES,<br>s, in the | CLASS  | IFIE<br>ekly new<br>Clark, S | CD  | CLERK<br>per of general of<br>of Nevada, and | irculat |          | f the |
| SE                 | PT E                  | MBER                        | 22,                 | 1975   |                              | to  | SEPTEM                                       | BER     | 29,      | 1975  |
| Se                 | pt.                   | 22,                         | Sept                | tember | • 29,                        | . 1 | the following<br>.975<br>ircullated on       |         |          |       |

ribed and sworn to before me this 29th

September.

ويدو

or Clark County, Nevada NOTARY PUBLIC - STATE OF NEVADA CLARK COUNTY

mmission Expires

named.

7 Collections:

141,28

6 Collections

117.44

Judy Carolyn Elmore

My Commission Expires June 13, 1978

\$168.36 324.93 \$ 94.21 \$202.46 390.83 I four cubic yard container 2 four cubic yard containers Each additional four cubic yard container 188.42 94.21 188.37 156.57

Manual type drop box, approximately 20 cubic yard capacity

\$ 49.50 per pick-up and \$6.00 demurrage charge per 24 hours or any part thereof after the first 72 hours.

#### Compaction type drop box:

\$ 854.90 1139.90 1567.30 1973.55 One pick-up per week. One pick-up per week \$854.90
Two pick-ups per week 1139.90
Three pick-ups per week 1567.30
Six pick-ups per week 1973.55
Non-acheduled pick-ups 128.25

Compacted garbage and refuse shall be billed at the ratio of three to one (3 to 1) in accordance with the size of the container and frequency of service.

These rates to go into effect October 1, 1975. The Valley Times September 29, 1975

Friday, Septembér 5, 1975

LAS VEGAS SUN 🗀

# Trash Rate Hike Too Big: Leavitt

Silver State Disposal Company has asked for too much of an increase in rates, Las Vegas Finance Director Marvin Leavitt said Thursday.

However, he added, if the firm agrees to freeze further rate increase requests for at least three years, the overage would work itself out.

Leavitt said the Las Vegas residential increase would amount to 28.67 per cent.

In describing the residential increase, the company had expressed it as 78 cents per month.

The Las Vegas City Commission granted the rate increases tentatively at its Aug. 20 meeting. The approval was contingent upon other local governments in the valley doing the same.

City fathers admitted to the SUN the next day, however, almost no study had actually gone into the rate hike request. At the request of Commissioner Ron Lurie, Leavitt began an investigation.

"I believe the projected net loss for 1975 is incorrect by approximately \$160,000 because of the method used to estimate that loss," Leavitt stated in his reply to Lurie.

Leavitt pointed out the economy was showing signs of renewed growth. An upward swing of even four per cent, he said, would add another \$250,-691 at the present garbage rate.

"I believe the income for this year is in excess of what is reasonable," he stated. "It represents an approximate 20 per cent return on stockholders investment in adjusted net assets."

n,

e

He was referring to income that would be derived were the requested increase granted.

Leavitt also pointed out the company recently granted its workers \$1.35-per-hour pay raises, which came to \$2,808 a year for a man working a 40-hour week.

"It gives me some concern." said Leavitt, "that contracts which provide for wage increases that generous are

granted and then the residents and businesses of the city are asked to pay for them by substantial rate increases.

"This reduces the incentive of the company to try to hold wage increases to a reasonable level."

Leavitt said he felt "that a rate increase granted now will result in income to the company for the next fiscal year that is greater than a reasonable return on their investment.

"It is my recommendation that the rate increase previous-

ly granted should be held at the same level for a period of no less than three years, assuming normal growth net return over the three year period should be within reasonable bounds.

"I believe," he added, "it should be made clear that any and all salary increases granted to company employes within the three years must be paid from this rate and that no additional rate adjustments will be considered during this period to pay for those increases."

## Hearing Friday On Garbage Rates

Public hearing on an amendment to current county ordinances to allow a 20.5 per cent hike in garbage collection rates is set for 11:30 a.m. Friday in the Clark County Courthouse commission chambers.

County commissioners will hear a request from Clark County Sanitation Inc. to raise rates effective Oct. 1.

Single-family residence pickups would be \$10.50 every three months under the proposed ordinance. Service at apartment complexes would begin at \$7.85 for the first unit pickup and \$5.5 0 for each additional receptacle collection.

Charges for hotels and public buildings for a month would range from \$14.13 to \$1,973.55 depending on the capacity of the garbage receptacle and the frequency of collections.

The proposed changes are similar to those tentatively, adopted by the City of Las Vegas.

# Campaign donations, and garbage hikes

To The Editor:

Councilman Jim Seastrand is right in his vote to "hold the line" on disposal rate hikes for citizens of North Las Vegas until research on competitive rates are available.

Rumor has it that the last raise — or so — was granted by elected officials who received very substantial campaign donations, based on the premise that the cost would be passed on in raised revenues for the disposal company at the expense of North Las Vegas citizens. And it was.

Until the disposal company reveals for the overcharged citizens a complete record of their political donations — to whom and when given — elected officials are wise to "hold the line" on their raise requests.

Strangely, these raise requests always seem to follow shortly after elections.

If this public service is to be noncompetitive it should be placed under the regulatory Public Service Commission, and operate as other monopolies are expected to do, such as the power company, telephone and gas companies.

This kind of non-representation of the electorate by officials is the basis for much of the current disenchantment of the people for our government in all its phases.

Dorotha Ames

## Higher garbage UT rates for NLV9.3-75

Citizens of North Las Vegas will have to pay higher garbage collection rates Oct. 1 following action by the city council Tuesday night.

Silver State Disposal Service, which holds the exclusive collection contract with the city, was granted a 15 per cent increase in fees for businesses and 30 per cent for residences.

Homeowners will pay \$3:50 per month under the new rate schedule for the twice-weekly pickup, a hike of 78 cents.

The company, who last received a rate increase in 1972, cited growing labor, fuel and insurance costs as reasons for needing the increase.

Las Vegas has approved a similar hike requested by Silver State and applications for increases are pending with Clark County and Henderson.

Councilman James Seastrand cast the only vote against the rate hikes saying he wanted to get more information regarding rates other companies would charge for similar services in North Las Vegas.

#### AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK) SS

being first duly sworn, deposes and Daniel J. Lyons says that he is Business Manager for the LAS VEGAS REVIEW-JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for a period of insertions from period of Feb. 22, 1973 to Feb. 22, 1973 inclusive, being the issue of said newspaper for the following dates, to wit:

Feb. 22, 1973

dates above named.

That said newspaper was regularly issued and circulated on each of the

SIGNED

DANIEL J. LYONS

Subscribed and sworn to before me this

19 フォ.

day σf

NOTARY PUBLIC, IN AND FOR CLARK COUNTY, NEVADA

#### CITY OF NORTH LAS VEGAS, NEVADA REVISED MONTHLY GARBAGE RATES

NOTICE IS HEREBY GIVEN of the schedule of revised rates to be effective March 1, 1973, for the collection of garbage and refuse by the City of North Las Vegas, in accordance with Ordinance No. 188 of the City of North Las Vegas, and in accordance with a motion of the City Council on February 20, 1973. Billings incorporating the revised rates will begin on April 1, 1973, and continue monthly thereafter.

COMMERCIAL GARBAGE RATES 2 Pickups per week (1 can) \$4.11 Each additional can \$4.11

6 Pickups per week (1 can) Each additional can

7 Pickups per week (1 can) Each additional can \$20.53 \$8.21

HOTELS, MOTELS, TRAILER PARKS Each trailer space in park \$1.37 \$1.03

Each sleeping room on premises

MULTIPLE RESIDENTIAL UNITS
(From 2 to 8 apartments)
First apartment
Each additional apartment
RATES INCLUDE PICKUP SERVICE
FOR BULKY ARTICLES.

MULTIPLE RESIDENTIAL UNITS

(9 apartments or more) First apartment Each additional apartment

RESIDENTIAL SINGLE FAMILY

DWELLING
(cans limited to 33 gallons)
No limit on standard size cans
2Pickups per week
RATES INCLUDE PICKUP SERVICE

for bulky articles Feb. 22, 1973

FRED L. BEEMAN NOTARY PUBLIC State of Nevada, Ciark County

My commission expires Sept. 14, 1976

February 22, 1973

**NLV VALLEY TIMES** 

#### REVISED MONTHLY GARBAGE RATES

NOTICE IS HEREBY GIVEN of the schedule of revised rates to be effective March 1, 1973, for the collection of garbage and refuse by the City of North Las Vegas, in accordance with Ordinance No. 188 of the City of North Las Vegas and in accordance with a motion of the City Council on February 20, 1973. Billings incorporating the revised rates will begin on April 1, 1973, and continue monthly thereafter.

|   | COMMERCIAL GARBAGE RATES 2 Pickups per week (1 can)             | \$4.11            |  |
|---|-----------------------------------------------------------------|-------------------|--|
|   | Each additional can 6 Pickups per week (1 can0                  | \$4.11<br>\$17.10 |  |
|   | Each additional can                                             | \$6.85            |  |
|   | 7 Pickups per week (1 can)<br>Each additional can               | \$20.53<br>\$8.21 |  |
|   | HOTELS, MOTELS, TRAILER PARKS offices                           | \$2.29            |  |
|   | Each trailer space in park                                      | \$1.37            |  |
|   | Each sleeping room on premises                                  | \$1.03            |  |
|   | Euch steeping room on premises                                  | *****             |  |
|   | MULTIPLE RESIDENTIAL UNITS                                      | !                 |  |
|   | (From 2 to 8 apartments)                                        |                   |  |
|   | First apartment                                                 | \$2,72            |  |
|   | Each additional apartment                                       | \$1.91            |  |
|   | RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES.                | <b>V</b>          |  |
| r | MULTIPLE RESIDENTIAL UNITS                                      | -,                |  |
|   | (9 apartments or more)                                          |                   |  |
|   | First apartment                                                 | \$2.28            |  |
|   | Each additional apartment                                       | \$1.61            |  |
|   | Eden additional apartment                                       |                   |  |
|   | RESIDENTIAL SINGLE FAMILY DWELLING (Cans limited to 33 gallons) |                   |  |
|   | No limit on standard size cans                                  | £2.72             |  |
|   | 2 Pickups per week                                              | \$2.72            |  |
|   | RATES INCLUDE PICKUP SERVICE FOR BULKY ARTICLES                 |                   |  |
|   |                                                                 |                   |  |

### AFFIDAVIT OF PUBLICATION

STATE OF NEVADA, COUNTY OF CLARK

| ı |                                                                                                                                                                                                                                                                                        |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Terry Warren being first duly sworn                                                                                                                                                                                                                                                    |
|   | leposes and says: Billing Clerk of the IORTH LAS VEGAS VALLEY TIMES, a semi-weekly newspaper of general circulation, printed and sublished at North Las Vegas, in the County of Clark, State of Nevada, and that the attached was ontinuously published in said newspaper for a period |
| Į | rom February 22, 1973 to February 22, 1973                                                                                                                                                                                                                                             |
|   | nclusive, being the issues of said newspaper for the following dates, to-wit:<br>February 22, 1973.                                                                                                                                                                                    |
|   | That said newspaper was regularly issued and circullated on each of the dates above named.                                                                                                                                                                                             |
|   | Signed Teery Warren                                                                                                                                                                                                                                                                    |
|   | Subscribed and sworn to before me this lay of                                                                                                                                                                                                                                          |
|   |                                                                                                                                                                                                                                                                                        |



My Commission Expires Notary Public - State of Nevada CLARK COUNTY RUDOLPH F. YACENDA

My Commission Expires Apr. 9, 1974  R-J. 1/3/73

## NLV acts for trash rate hike

By Carl Neiburger

The North Las Vegas City Council acted Tuesday to initiate a five per cent garbage rate increase.

Following the lead of the City of Las Vegas which enacted a similar increase last month, the council instructed the city attorney to prepare legal action to adopt the increase.

In order for the rate increase to be approved formally by the council, it must be presented in ordinance form at an advertised public hearing set at least 30 days in advance.

This means, in effect, the council actually cannot adopt the rate increase until Feb. 5 at the earliest.

At that time the mayor must open the public hearing and citizens may testify for or against the rate hike.

The rate hike would increase costs for single-family homeowners from \$2.59 to \$2.65 per month.

The council action was criticized by several citizens including two public officials.

State Senator-elect Joe Neal accused the council of not exposing the rate hike question to sufficient study or public hearings.

"Citizens have not been given satisfactory reason for this particular rate increase," he said. He also accused the council of "blindly accepting the precedent of another governmental body," referring to the rate hike approved by Las Vegas.

He claimed the council was paying more attention to the profits of the garbage contractor, Disposal Transportation Inc., than to the needs of citizens.

Councilmen Wendell Waite and Dan Gray replied city officials have attended a number of meetings involving Las Vegas and Clark County officials concerning the rate hike matter.

"We have given it an awful lot of study," Gray said. He said the rate increase is necessary to permit the contractor a ten per cent rate of return on its investment.

Waite added the council is "concerned with the service our people are getting." He also noted the contractor recently granted its employes a 5.5 per cent cost-of-living pay increase.

County Commissioner Aaron Williams, who resigned from the city council Tuesday morning to take over as a county commissioner, said he opposed the increase. "The council seems to be more concerned about the (contractor's) rate of return than the well-being of the people."

He said the 16 cents-per-month increase would hit senior citizens and the poor hardest, adding, "It means a lot of money to those people."

John Sprake of 2613 Flower Ave. accused the council of "giving away money with no regard to the individual who has to pay the bill."

## City Approves 5% Garbage Rate Boost

#### By A. D. HOPKINS SUN Staff Writer

A five per cent rate hike for Silver State Disposal Company was approved Wednesday by the Las Vegas City Commission, over the objections of consumer advocates. The increase will add 38 cents to a homeowner's quarterly bill of \$7.75, and more to commercial bills.

The only dissenting commissioner was Hank Thornley, who said the present contract was extended from 1966 to 1986 without competitive bidding and may therefore be subject to renegotiation.

"It wouldn't hurt to wait until the city attorney's office has reviewed it before granting any increase," he said. With that, he voted against a motion already on the floor to grant a five per cent increase.

Commissioner George Franklin justified his "aye" vote by saying the increase is required under the present contract to offset rising costs, and cited the 5½ per cent wage increase given drivers last May and the one which might be given this May, as did Dr. Alexander Coblentz in voting for the measure.

However, the city auditor's report on expenses of the company iidicates those wage raises would only consume \$162,425. But the increase will produce \$198,424 in revenue.

A 4.92 per cent rate increase would have been sufficient to allow the firm a 10 per cent return on its legitimate business investments, said the auditor's report. A 2.51 per cent increase would have allowed a five per cent return on their investment and a 7.73 per cent increase a 15 per cent return.

Silver State has no competitors.

Pat Van Betten, spokesman for the Consumer's League of Nevada, protested the raise. "What incentive is there to run a tight ship . . . we have asked for a reduction!"

R. J. Collet, a former franchisee in in the county, also objected to an unannounced meeting between commissioners and Silver State on Tuesday. "I should have been notified," he said; "I was on record as a protestant to the increase." He also said that Silver State charges rental for large commercial garbarge containers which other companies would furnish for free, and that the city

is not getting a franchise fee on this operation. He said the rent on such a container is \$12.50 a month.

He and Mrs. Van Betten both objected to the portion of the city garbage collection ordinance calling for prepayment of the bill, saying it gives the company free use of substantial money, with little guarantee service will be satisfactory.

The commission after passing the rate increases agreed to review the prepayment clause and amend the ordinance to provide for large container use.

## Smaller garbage

#### By Brent Whiting R.J Staff Writer

A public auditing firm recommended Wednesday the city should grant a 5.38 per cent increase in garbage removal rates to Silver State Disposal Co.

This increase would hike the cost of garbage removal in Las Vegas by 14 cents a month on residential accounts.

The garbage company has requested a 13.5 per cent increase which would raise residential 

garbage rates by 35-cents a month.

City commissioners are expected to act upon this proposed increase at their next regular meeting on Wednesday.

In addition to Silver State Disposal Co., a 13.5 per cent increase also has been requested by Clark Sanitation Inc. (serving the county) and Disposal Transportation Inc. (in North Las Vegas.)

All three of these trash companies have a common ownership and are connected by two sub-

sidiary firms, Automated Transfer Systems Inc. and Disposal Investments Inc.

The top three officials of these companies have earned over \$77,000 a year for the past two years while a fourth has earned over \$73,000.

the 13.5 per cent increase is approved the trash companies will be operating in the red.

The 5.38 per cent increase was recommended by the firm of Laventhol, Krekstein, Horwath and

Horwath, certified public accountants hired by the city to examine the books of these garbage comnanies when the rate increase was first proposed in July.

The auditing firm has reviewed the financial statements of the five trash companies for the four These officials argue unless years ending Sept. 30, 1969, 1970. 1971 and 1972.

During this time, the disposal companies have earned an average of 10.01 per cent ranging from 15.13 per cent in 1969, 22.75 per cent in 1970, 10.69 per cent in 1971 

## te increase backed

and 8.91 per cent in 1972.

According to the auditing firm, the 10.01 per cent average rate of return "is within the established guidelines."

The auditors recommended a 5.38 per cent rate hike would hold the 1973 rate of return close to ten per cent and future rate increases should "only be considered when the actual rate of return on an average declines below the minimum guideline of ten per cent."

The auditors set up a rate schedule setting forth the esti-

mated rate increase necessary for the disposal companies to earn five, ten or 15 per cent on the average net investment in 1973.

This schedule does not reflect the earnings, however, of Disposal Investments Inc., which is a real estate rental business.

The schedule assumes the companies will experience an overall increase of five per cent in expenses and revenues and an additional five per cent in expenses and revenues and an additional five per cent increase in disposal

service personnel costs.

Assuming yearly revenues of \$3,969, 481 for the companies and \$1.7 million in net investments. the following conclusions may be drawn:

- A 1.26 per cent increase in garbage removal rates would provide five per cent in the estimated increase in revenue required and \$85,000 in net income.
- The recommended 5.38 per cent rate hike would provide ten per cent in the estimated increase firm. A homeonic and the contraction of the contraction o

in revenue required and \$170,000 in net income.

- A 9.72 per cent rate hike would provide ten per cent in the estimated increase in revenue required and \$255,000 in net in-

The rate hike was scheduled for consideration Wednesday by city commissioners but they requested an additional week to study the latest financial report submitted by outside auditing Tuesday, December 5, 1972

LAS VEGAS SUN

## Las Vegas City Commissioners Plan Action On Controversial Rate Hike

Las Vegas City Commissioners may act at 9 a.m. Wednesday on a proposed 13.5 per cent rate increase from the city's privately-owned garbage collection company.

Commissioners held a public hearing on the request two weeks ago, but didn't get all their questions answered. They wanted to know the salaries of the top officers of the garbage company, and see its financial statement for the year ending this Sept. 30.

Commissioners got the salary statement last week, discovering the four top officers of Silver State Disposal Company and its affiliates were being paid better than \$75,000 a year.

When the companies made their rate

request to various municipalities, they gave only their auditor's report for the year ending Sept. 30, 1971. The city seeks fresher figures.

The companies' proposal includes a built-in 5.5 per cent pay hike for trash collectors over a three-year period, even though those Teamster local members operate under a one-year contract.

This was a major point that led to a briefs strike by trash collectors last summer before the company granted them the one-year contract.

Commissioners will hold three public hearings at 9:30 a.m. Wednesday.

John and Dorothea Greig are contesting action by the Board of Zoning Adjustment (BZA) that approved expanded church parking at 4-3 N. 8th St. sought by L. J. and Ida Hutchinson.

Leroy E. Smale is appealing the BZA's denial of his request to run a printing, addressing and mailing operation at 301 S. 11th St., an area zoned for apartments.

Don Marlene is appealing the BZA's denial of his request to build a car port four feet closer to his property line at 1342 Barnard Drive.

In other zoning matters, commissioners will consider a request by the Seventh Day Adventist Church for commercial rezoning at 128 S. 10th St. for "church facilities and a restaurant" for the Church of Nutritional Science, which city officials said is trying to buy the property.

# Garbage rate hike hearing set Nov. 15

A public hearing to discuss a proposed 15 per cent increase in garbage removal rates has been set by city commissioners for Nov. 15.

The hearing has been scheduled for 7 p.m. at the temporary city hall and commissioners are investigating the possibility of

conducting the meeting with officials of Clark County and North Las Vegas.

The increase has been proposed by Silver State Disposal Co. (in Las Vegas), Clark Sanitation Inc. (in the county) and Disposal Transportation Inc. (in North Las Vegas).

Commissioners of the three government entities already have met in two meetings to discuss the rate increase and consider a study made of the rate hike by a certified public accounting firm

"We're to the point of waiting to see who goes first" in taking action on the rate increase, Commissioner Hank Thornley has said.

Protest from residents opposed to the rate hike already have been filed with the City Clerk's Office. When protests are filed, public hearings must be scheduled and the hearing in November will be the first time the public has been invited to present its views.

# Top trash bosses earn \$77,000 apiece yearly

By Brent Whiting

R- J Staff Writer

The same trash officials who are pleading for a 13.5 per cent increase in garbage removal rates already make over 2.5 times as much as Gov. Mike O'Callaghan, it was revealed Tuesday.

Nevada's chief executive is paid \$30,000 yearly while the top three officials of five garbage firms serving Clark County now make over \$77,000 each.

And this figure may be pushed even higher when an audit of these firms is completed Dec. 4.

Reports now completed, however, indicate these garbage officials have voted themselves whopping pay increases of nearly 300 per cent over the past three years.

A list setting forth the executive salaries and the stockholders of these five garbage firms was released Tuesday by Las Vegas city officials.

The city has been studying this list in light of the proposed rate increase which would hike the cost of garbage removal in Las Vegas by 35-cents per month on residential accounts.

This increase has been sought county-wide by Silver State Disposal Co. (serving Las Vegas), Clark Sanitation Inc. (in the county), and Disposal Transportation Inc. (in North Las Vegas).

These three companies have a common ownership and also are connected by two subsidiary firms, Automated Transfer Systems Inc. and Disposal Investments Inc.

The listed officials of these five firms are Lester L. LaFortune, president, John Isola, vice-president, Alfred Isola, secretary, and Joseph L. Anstett, treasurer.

LaFortune, John Isola, and Alfred Isola now earn \$77,400 a year, nearly three times more than they were making in 1969.

In 1969, these three men pulled down \$26,525. This was increased to \$58,150 in 1970 and the present level in 1971.

During this three-year period the salary of Anstett has remained a faithful \$4,200 behind. He now makes \$73,200 yearly as opposed to \$53,950 in 1970 and \$22,325 in 1969.

Figures for 1972 are not yet available and city commissioners have demanded to know the results of this audit before voting upon any rate increase.

When the rate increase was first proposed in August, the public accounting firm of Laventhol, Krekstein, Horwath, and Horwath was commissioned to study the books of the garbage companies.

This auditing firm told city commissioners in a public hearing two weeks ago the city should agree to only half of the proposed increase.

Al Garroway, in charge of the audit, reported a 6.83 per cent increase would provide a fair rate of return for the allied firms.

The estimated annual revenue of Silver State Disposal Co. Disposal Transportation Inc. and Clark Sanitation Inc. has been set at over \$3.8 million.

The garbage firms have listed rising costs and a 5.5 per cent wage increase over the next three years as the main reason for the 13.5 per cent rate hike.

The auditing firm chose to compare the profits of the disposal companies with those of utilities regulated by the Public Service Commission.

Southwest Gas and the Nevada Power Co. are held to a 12 per cent return on common equity, the auditors said, while from 1969 through 1971 the five linked disposal firms averaged 28.37 per cent.

The auditors added that the Public Service Commission considers four to six per cent a fair ratio of income to gross revenue, while for the same three years the disposal firms averaged 6.9 per cent.

City Commissioner Hank Thornley has asserted the comparison might be faulty because the disposal firms were not utilities. He said rising costs during 1971 seemed to bear out the companies' contention they needed more revenue.

North Las Vegas Councilman Wendell Waite has recommended a 9.7 per cent rate boost, which he figured would give the disposal firms 12.5 per cent profit.

Officials of Las Vegas, North Las Vegas and the county have been achieving a consensus in the rate increase in separate negotiations and will vote upon the rate hike individually.

Among the things to be considered in the rate increase is the disclosure by the audit that Disposal Investments Inc. has been receiving rental income from a \$60,000 beach house in Oceanside, Calif.

There was considerable debate in a public hearing two weeks ago whether this beach house and the executive salary extravagances were being paid for by the taxpayers, but a spokesman for the auditing firm expressed doubt of any impropriety.

# Garbage firms reveal list of stockholders

The list of stockholders released by the city of the five disposal firms is as follows with the percentage of stock owned in parenthesis:

John Isola, vice-president (12.31), Alfred Isola, secretary (11.82), Lester A. LaFortune, president (10.44), David Arata, director (6.40), and Joseph L. Anstett, treasurer (5.10). These five men own over 46 per cent of the stock.

Also, Edna T. Anstett (4.9), Alvin Arata of Atherton, Calif. (4.84), Mafalda Arrobio of Chicago, Ill. (1.83), Alfred Bossi, (1.37), and Brown and Co. of Las Vegas with Joseph L. Anstett as a director (2.21).

Also, Carolyn Joyce Chagi of Los Angeles, Calif. (.98), Darryl B. Chagi of Los Angeles (.98), Johannes Dapper (1.25), Mary Jane Grenier of Seattle, Wash. (3.32), Dr. Charles Hauck (6.15), and R.T. Hughes of Walnut Creek, Calif. (4.41).

Also, Thomas A. Isola (.49), Keyser and Co. of Las Vegas with Dr. K. Smith as a director (4.10), Harry Lahr (4.41), Aldo Lippetti (2.87), Dr. Grant Lund (2.18), Harry Shuster of Oakland, Calif. (1.76), Ann Sefrit Simaz of Orinda, Calif. (3.32) John Torchio (1.57), and Margaret Wilson of Chicago, Ill. (.99).

By Martin Estrin

R-J Statt Writer

The issue of whether or not to raise garbage collection rates in the Las Vegas area may become rather messy before it's finally deared up.

." This became evident during a second meeting on the subject Wednesday between officials of Las Vegas, North Las Vegas and Clark County.

Although each governmental entity eventually will enter into separate contracts for garbage collection in their municipalities, the purpose of the meetings was to form a consensus so each would pursue similar actions.

But their latest joint meeting ended with no clear decision and these developments:

-A new financial report by an independent auditor indicated the present disposal companies may be entitled to a 8.2 per cent or

possibly 9.7 per cent rate hike;

-A disposal company which previously served the county proposed taking over all local garbage pickups at current collection rates:

And a citizen proposed that residential pickups be made once a week instead of twice weekly in order to economize.

Garbage rates became an issue when the three local disposal companies, which are all owned by the same stockholders, recently requested a 15 per cent rate boost for residential pickups from \$7.75 to \$8.80 per quarter.

The disposal firms asked for the new rate effective Oct. 1, the beginning of their fiscal year.

After the rate hike was requested, many homeowners protested it. One Las Vegas resident, Linda Cox, submitted a protest petition to the City Commissioners which 124 of her neighbors had signed.

At a joint governmental meeting last week, increase, but we have a new financial report of the disposal companies was demanded which would include the profits of another firm which leases and a month increase is nothi sells trash bins. This was sought when it was learned the majority stockholders of the leasing company are also the chief stockholders of the disposal companies.

The new report, presented at the second joint meeting Wednesday, showed the leasing company profits did not change the percentage profits of the disposal companies for the past three years.

But the report projected that if the leasing company and disposal companies profits were combined in the future, over-all profits might improve nearly one per cent.

With this in mind, the independent auditor said that in view of recent increases in expenses of the disposal companies, an 8.2 per cent rate increase may be justified.

This would raise the quarterly home pickup charge to \$8.38.

The criteria for setting collection rates, agreed to by the regulating governmental entities, is for the disposal companies to make a 10 to 15 per cent profit.

. Joseph Anstett, a spokesman for the disposal companies, said that based on this criteria, an 8.2 per cent rate increase may not be enough.

He said that although the disposal companies made an average profit of 12.3 per cent during the previous three years, their profit for the first 9 months of this year dropped to 3.5 per cent.

North Las Vegas City Councilman Wendell Waite suggested that to compensate for the dip in profits and to give the disposal firms a fair profit, collection rates might be increased 9.7 per cent to \$8.50 per quarter.

Las Vegas City Commissioner Hank Thornley agreed, saying, "Naturally, the popular thing would be to give no or a minimal

He added, "Over a thre rest of the inflation spiral

During the course of o owner, who said she had ! years, proposed that ra reducing home pickups f

She pointed out that mos country get along well wit collection.

However, the governm sent seemed to believe pickups helped keep La though they didn't rule of idea.

Some officials indicated ing a joint consensus, the the garbage rate issue members and return agai

But just as they were ab Collet of Sun Valley Dispos

TRASH-COLLECTION

Wednesday, Sept. 2

Las Vegas will lake another tracts, they note. look Wednesday night at a pro-

garbage collection rates 13.5 per for a one-year contract after a trash cheaper. cent,

Auditors for the elected of-

Elected officials from Las 12 months from now. The com-that have exclusive franchises holdings related to the disposal cent rate of return of Vegas. Clark County and North panies have one-year union con-for trash collection. | firms' operations. | ment for 1973, dropping

posed trash-collection rate hike. quest on project 5.5 per cent either (1) start its own trash of the disposal companies.

Silver State Disposal, Clark wage hikes for their union collection routes, under the Pub-Sanitation, and Disposal Trans-members for the next three lic Works Department, or (2) nies' portation, Inc. (they have the years, although the Teamsters allow competitive bidding to see tions to stockholder-employes. same offices) want to raise the local had successfully held out if another firm would haut the brief strike last summer.

Elected officials met a week ficials have recommended the ago at Las Vegas City Hall, but disposal companies get an in-decided they didn't have enough crease to cover the year ending information from the companies nancial statement. The firm has ed, would give them a 21 per

Several Las Vegas city of-The companies based their re-ficials have suggested the city

> -Elected officials last week asked for:

-A list of salaries of stock-per cent in 1975. holders, employes and officers

-A breakdown of the compa

—A schedule of private fees for dump operations.

The accounting firm of Laventhol, Krekstein, Horwath Its stockholders are the & Horwath (LKH&H) said the -Silver State Investment's fi-companies' new rates, if adopt-

The LKH&H audit the proposed rate hik justified. It would incr profit-sharing contribu-fee for home pickups fro stockholder-employes. to \$8.80 every three mo

Silver State Investme and leases large garba those of the three firms.

Trash collectors are

ligation to be

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officials pretwice-a-week gas clean, al-⊫ once-a-week

t before reachnted to discuss mg their own another meet-

o adjourn, R.J. ompany, which at one time handled garbage pickups in the county, asked if the three entities would consider granting a new collection franchise.

"We're prepared to take over trash disposal at the present rate," Collet said. "We're well financed, and will bring in new equipment and new people to run it."

County Commissioner Jim Brennen told Collet that if he's interested, he should submit a written proposal which would include his company's financial assets and equipment and manpower readiness.

However, as Assistant City Attorney Ian Ross explained, bidding for new franchisers is not under consideration because the present franchisers have long-term contracts to perform the local garbage collection services.

But in the event the present franchisers are not given a rate increase and they want to terminate their contracts, Ross said then there would be the opportunity for new franchise bidding.

With this and other possibilities now facing the local governments, the garbage rate issue at present remains a pile of uncertainty.

972 LAS VEGAS SUN

nvest-|tween \$10,800 and \$11,400 a o five|year.

The companies plan to spend icated \$4 million for disposal service in wasn't the next 12 months, and another se the \$578,000 for "general and ad-\$7.75 ministrative expenses."

s. Elected officials will hear sells more data at 7 p.m. Wednesday bins. at Las Vegas City Hall. me as

sposal d be-li

## Meeting set on garbage, rate increase

Las Vegas, North Las Vegas and Clark County commissioners again will meet at 7 p.m. Wednesday at the temporary city hall to further discuss a proposed 15 per cent increase in garbage removal rates.

The officials met last week and demanded a new financial audit of the trash companies involved, Clark Sanitation Inc. (in the county), Silver State Disposal Co. (in Las Vegas) and Disposal Transportation Inc. (in North Las Vegas).

Whatever the findings of the new report, however, a public auditor has indicated a recent financial report does not appear to justify the proposed rate increase for home pickups from \$7.75 to \$8.80 per quarter.

The new audit was ordered by officials of the three government entities last week when they learned the latest public audit, which is a composite report on the disposal companies, does not include another company benefiting from the local trash business.

The other company — Silver State Investments — leases and sells large collection bins. Its major stockholders are also the primary stockholders of the three disposal firms.

Because of these close ties, County Commissioner George Franklin said Silver State Investments' revenue "should be included in the profit statement" with the others.

It was speculated last week that through various schemes the pickup companies may be making low profits while the leasing firm, which is excluded from the financial report, could be making large profits.

Franklin suggested that users of leased containers may be getting reduced pickup rates.

North Las Vegas Councilman Dan Gray further pointed out that commercial businesses using containers are able to consolidate their garbage, reducing pickups and thus reducing pickup charges.

A representative of Silver State Disposal Co., Joseph Anstett, did not dispute this. He argued, however, including Silver State Investments in the joint financial report because it is not publicly regulated like the disposal firms and no one is required to lease its containers.

## Trash Rates For County Increase

Local garbage collection companies deserve a rate increase, but for one year at a time instead of the threeyear proposal sought by Silver State Disposal Company, Disposal Transportation, Inc., and Clark Sanitation, Inc., the county auditors have recommended.

The report was released over the weekend to officials of the county, City of Las Vegas and North Las Vegas by the certified public accounting firm of Laventhol, Krekstein, Horwath and Horwath (LKH&H).

The garbage collections companies, all owned by the same people, have requested a 13.5 per cent rate increase for the years ending Sept. 30, 1973, 1974

and 1975.

Financial records supplied by the companies, but not audited by L, K, H and H, combined with economic expectations of growth in the area indicated the sanitation companies will need revenue increases ranging from 7.7 per cent to 11.9 per cent in the next calendar year to obtain rates of return on the company investment from a low five to 15 per cent.

A 13.5 per cent increase, as is sought, would yield a high of 21 per cent return on investment in the next 12 months,

according to the report.

In dollars and cents, rate increases ranging from 7.7 per cent to 11.9 per cent would yield \$341,016 up to \$524,552 in additional revenue in the next year.

The estimated revenue figures include the franchise fees which are paid to the cities and county by the garbage companies.

Over the last three years the disposal companies have had an average net income of \$122,440, an average rate of return of 13.44 per cent on an average net investment of \$910,912, according to figures contained in the report.

The 13.5 per cent increase proposal provides for wage increases of 5.5 per

cent a year.

". . . We recommend that an increase be granted to cover the year ending Sept. 30, 1973, and that the disposal companies be required to submit to the local governments annual audited consolidated financial statements so that the annual rate of return realized by the companies can be determined on an annual basis," said the report.

It did not deal with a company proposal to provide residential customers with coupons redeemable for plastic garbage can liners, pointing out there was no basis for comparing the esti-

mates of costs for the service.

6-Las Vegas Review-Journal-Wednesday, May 31, 1972

## Trash pickup resumed

# III garbage strike over

By Jerry Hickey

Garbage collection resumed here Tuesday, and three disposal firms that had been shut down for a week by a Teamster strike were expected to clear away accumulated piles of garbage by Thursday. (See photo, page 2.)

The strike was settled Monday after officials of Silver State Disposal, which serves Las Vegas; Clark Sanitation, serving the Strip and other parts of the county; and Disposal Transportation, which collects garbage in North Las Vegas, reportedly agreed to sign a one year contract with striking Teamsters Union Local 631.

Management had initially offered the union a three-year agreement and then had compared with a two-year offer, but garbage workers who belong to Local 631 had refused to accept anything but a one-year pact.

The new contract had not been signed as of Tuesday morning, according to a spokesman for the companies. However, union officials had signed a letter of intent indicating the agreement would be consummated.

While a previous agreement expired on May 21, the day before the strike began, the new contract was to go into effect Tuesday. The one-year contract will expire on May 30, 1973, meaning local residents could be faced with another garbage strike next year.

Approximately 150 garbage workers will be affected by the new contract. The workers include drivers, pitchers and a few mechanics. Under the contract, they will receive a 28-cent hourly wage boost and be paid double time for holiday work. Drivers had been earning \$4.32 per hour; pitchers, \$4.20 an hour; and mechanics, \$5.17 hourly. They normally work 48 hours a week.

The management spokesman said garbage collection started at 3 a.m. Tuesday morning in Las Vegas. North Las Vegas and Clark County. He noted that about 60 extra workers had been him to be a point of garbage resulting from the strike. In addition, the spokesman pointed out, all of the garbage workers were to be on longer shifts than normal in order to catch up with the garbage collection.

The companies normally send out 24 trucks

on each of two shifts, one from 3 a.m. to 11 a.m. and the other from 12 p.m. to 8 p.m. Each shift was to be extended about two hours Tuesday through Thursday and extra equipment was also to be put into use. "We're sending out everything we can get our hands on," the management spokesman said.

According to the spokesman, the biggest problem was to remove the mountains of garbage accumulated at commercial establishments in Las Vegas, North Las Vegas and Clark County during the strike. Ordinarily the companies pick up garbage at commercial establishments daily or whenever requested, while they only make collections at residences twice a week. Local 631 last week allowed pickups to be made at area hospitals, and this alleviated the situation at these institutions.

The pickups to be made Tuesday were in areas where collections are not ally made on Tuesday, and the same processing were to be carried out Wednesday and the same by day. But with the extra crews and localities, the companies expected to clear way all the garbage accumulated during the strike by Thursday night.



GARBAGE COLLECTION RESUMED — A Silver State Disposal Co. truck picks up garbage at the Park Arms Apartments here Tuesday as garbage collection resumed in Las Vegas, North Las Vegas and on the Strip. Teamsters Union Local 631 and three

garbage disposal firm, and reached a settlement Monday on a new contending a week-long strike against the firms union.

R-J Phóto

## Garbage strike over — for this year, anyhow

By Jerry Hickey

R J Staff Writer

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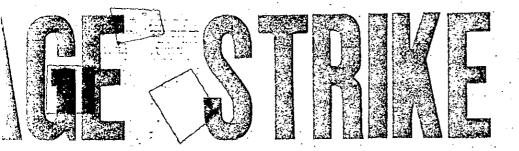
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# Teamsters Get Their 1-Year Pact

By A. D. HOPKINS Jr. SUN Staff Writer

The Las Vegas garbage strike is over and the piled-up refuse should be cleared away by late. Thursday.

Silver State Disposal Co., after an early morning meeting of its 18 stockholders yesterday, gave in to Teamster Local fil's demand that the contract cover only a single year.

Joe Carter, secretary-treasurer and bargaining agent for the union, accepted. A 28-cent across the board wage increase had previously been agreed upon.

Lester LaFortune, president of Silver State, said the usual crew of about 200 men which collects garbage each day will be beefed up by about 30-50 men to collect the piled-high rubbish, which at most residences will be three times the usual amount.

"We will start today at the stops we normally make on Tuesday and keep on working into overtime until we have cleared all the stops we normally make on Tuesday. We will get the Wednesday customers Wednesday and the normal Thursday customers on Thursday, and that will complete the cycle and put us back into normal operation."

He said, "I presume we'll make some

He said, "I presume we'll make some sort of adjustment for those who carried their own refuse up to the dump, but we haven't worked out just what the economics are. We should know that by late Tuesday."

The householder's cost is \$2.58 per month for collection, which LaFortune said is the cheapest in the United States for twice-a-week pickup of as many cans as the householder wants to put out. But a lot of that money, he added, goes into expenses which will still have to be met, such as burying the garbage. That continued despite the strike.

He said any adjustment will apply only to those who actually disposed of their own garbage and won't be extended to all Silver State customers.

LaFortune said the stockholders had offered a three-year contract with annual reopeners on all issues but the union had rejected it.

The union had contended the offer was an attempt to bind its members to

a three year commitment in a time when economic conditions cannot be predicted that far ahead.

Each side insisted on its own position and professed that it couldn't see any advantage of doing it the other side's way.

LaFortune said the stockholders gave in yesterday because "it seemed use less to prolong the strike over a point so slight."

The contract will still be subject to



TEN CENTS

## **Teamsters** Get Their 1-Year Pact

By A. D. HOPKINS Jr. SUN Staff Writer

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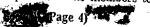
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so slight."
The contract will still be subject to approval by the Price Commission. Drivers and pitchers will make \$4.48 to \$4.68 an hour and double time for holidays (it was time-and-a-half).



# PHEW! GARB



Vegas week-long garbage strike end this morning if the disposal and its workers can come to new contract.

ast night if he thought the ould end soon, Silver State Dis-

posal Co. President Lester LaFortune said, "I'm sure it will," adding that parties in the negotiations were "pretty much of a mind."

He indicated that final agreement might come at an 11 a.m. meeting in his

He conceded, though, that he didn't know whether a new proposal had been submitted to the union membership.

"If the strike is settled," LaFortune "we'll have the town cleaned continued. ays. If the people will put ge out on the regular days,

we'll pickeď

However Teamsters said yesterday the gar go 120 days" if it isn

The local has reject

provide for garbage collection by tomorstrike isn't over by then. row if hey've more or less set this said Carter, "I figure if manwilling to go longer than that If be willing to stand a pretty long siege. Up to 120 days."

He said "120 days is about how a working man can survive before starved out."

Carter said there is no danger with ever of a health hazard developing by tomorrow or anytime in the near future, and reiterated that the Teamsters have offered to remove garbage from

does any site where an actual haze exist, such as hospitals.

In the case of individu he remarked "garbage collection convenience, a service for we shrone contracts. It is not a necessity. Anyone with a vehicle can take his garbage up there and dump it."

He added, "Most of the people seem to be remembering that even if some ren't. And they're being quite tolerant ind understanding about it."

Carter said he and his men wouldn't object to a municipal or county government takeover of the operation of garbage trucks "so long as they hire our men to do it."

But, he added, "anything else is strikebreaking by a governmental agency. Whether it's only a temporary measure. I don't know that's against the law but

it's certainly against the principle of the working from Pickets 2 the comp at Sunrise Mountain have a trucked to turn away trucks operated by tellow Teamsters and composited independent trucked. mercial independent truckers, referring them to the Henderson dump, which Silver State does not operate. Commercial firms must pay a charge to use the dump.

. They have not interfered with individuals carrying their own garbage to the dump.

Nor have they attempted to interfere, said Carter, with enterprising teenagers who hauled household refuse to the dump at \$2 per household, one boy reportedly making \$136 that way.

Hardware stores reported massive sales of big garbage bags, and garbage can pirating has begun in most Las
Vegas ne the dest with neighbors
sneaking to the early
hours of the country to deposit trash
in neighbors bins, mattering a strange incantation.

There's no immediate end in sight to the strike by 160 teamsters who collect and haul garbage in the Greater Las Vegas area.

The garbage is piling up in the county at the rate of 550 tons a day.

Major Las Vegas resort hotels are hauling their own trash to the dump. Teamsters have sent one truck to pick up trash at hospitals in the Las Vegas area.

That was the situation yesterday in a strike by members of Teamsters Local 631 that started at 3 a.m. Monday.

While the strike's in progress, homeowners can haul their garbage to the county dump site free of charge. There will be a charge for contractors who dump there.

Meetings between Local 631 officials and officers of Silver State Disposal and Clark County Sanitation Company con-tine devesterday in an effort to resolve the strike.

Level 1001 members of the garbage companies voted to accept a 28-cent-an-

hour wage increase last Friday, but company officials balked at granting their demands for double time holiday pay and a one-year contract.

They had been paid \$4.20 an hour under a three-year contract. They work a 48-hour week, with time and a half over 40 hours.

Union officials yesterday discounted a report by company president Les La-Fortune that members were asking-or being paid-\$15,000 a year.

The compromise wage settlement would give swampers, drivers, and mechanics in the local \$12,438 a year hours a week, 52 weeks a year, they pointed out.

They are now making about \$11,400 a year.

Meanwhile, more than a million pounds of garbage a day that would be collected by the companies is piling up somewhere—either at the conjugate or in front of here. and apartments. It's creating a pro i for the District Health Department.

on and get it

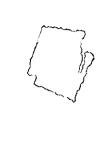
ader Joe Carter ge strike "might ettled by tomor-

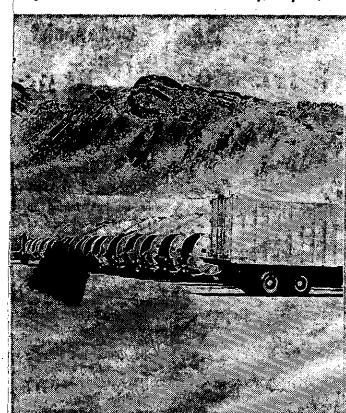
offers for three

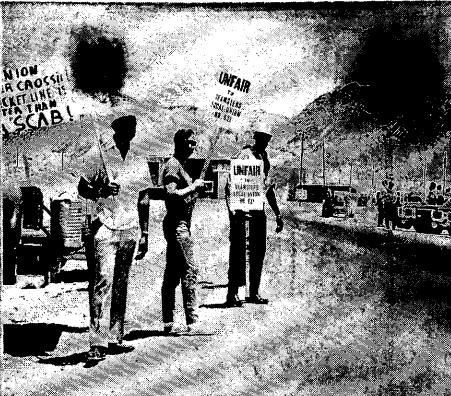
and two year contracts. A meeting yesterday morning wasn't fruitful, said Carby those I represent to consider anything but a one-year contract, while they were talking about compromises."

Carter noted that Clark County Commissioners, Las Vegas Mayor Oran Gragter, "because I have not been authorized . son, and District Health Officer Otto Ravenbolt have all indicated county or city government should begin action to

(See LV, Page 4)







"SATURDAY AT SUNRISE DUMP — Crusher trucks stand in idle ranks (left) as local residents Steven

and Gary Longmire and Kenneth Possenriede (right) join other local residents in carting and dumping their

own trash. Pickets union men not to c

# Garbage Pileup Strangles La

By A. D. HOPKINS JR. SUN Staff Writer

Vehicles loaded down with garbage and ranging from private dump trucks to a motorcycle sidecar and a bikini-clad showgirl in a VW "Bug," lined up a mile deep yesterday at Sunrise Mountain dump site with a week's supply of refuse.

Las Vegans are being forced to cart off their own garbage as this city's sanitation workers strike enters its seventh day today

Meanwhit Teamsters Union leader Joe Carter 1 sesterday his men would work for city or county if one or the other decides to take over collecting gar-

bage from Silver State company which has the contract to do it.

"We will work for the city, the county, or anyone who'll give us a decent wage, good working conditions and benefits on a one-year contract," said Carter, secretary-treasurer of Teamsters Local 631, after workers on Friday rejected a compromise two-year contract offer by Siver State.

A permanent governmental takeover of garbage collection has not been officially proposed, though it has been widely discussed informally. But local governmental officials have indicated they would, if garbage piled high enough to become a health hazard, exercise a

clause in their contract with Silver State allowing municipal and county employes to operate Silver State equipment until the danger is past.

Such danger appears not to have occurred; teamsters have continued to remove garbage from sensitive locations like hospitals.

Carter said the workers rejected the two-year offer only because they are unwilling to make a contract for more than one year. "They feel the conomic conditions are changing so, as that they don't want to be tied to a the second contract, which is what management wanted."

Carter added, "I can't for the life of

me see how a one-yea to hurt management. freeze is still on it w same either way." P been for three years.

He said meetings were set for Sunday attempt to resolve will be a week old Mor

"They have not to position and we are so to bow long sale

The contracts offer have included 28-cen wage increases on a



(SUNFOTOS BY CHIEF PHOTOGRAPHER KEN JONES)

their pickets, while across the

street sheriff's deputies pull boring duty waiting for violence that never happened.

## Vegas Residents

ntract is going he wage price work out the contracts have

management Monday in an strike, which

an adamant eading toward mes soon but I take," Carter

the company oss the board scale now that ranges from \$4.20 to \$4.32 per hour for drivers and pitchers, as well as premium pay for holidays.

Clark County Deputy Sheriffs indicated one result of the garbage strike has been an increase in the number of reported cases of desert dumping, which is a misdemeanor.

The dump is open for homeowners who want to be their own garbage men.

County Commissioner Myron Leavitt said last week that the governments of Las Vegas, North Las Vegas and Clark County should start collecting garbage Tuesday if the strike isn't settled by then. Mayor Oran Gragson was reported to say he would intervene in the strike if it isn't settled by Tuesday.

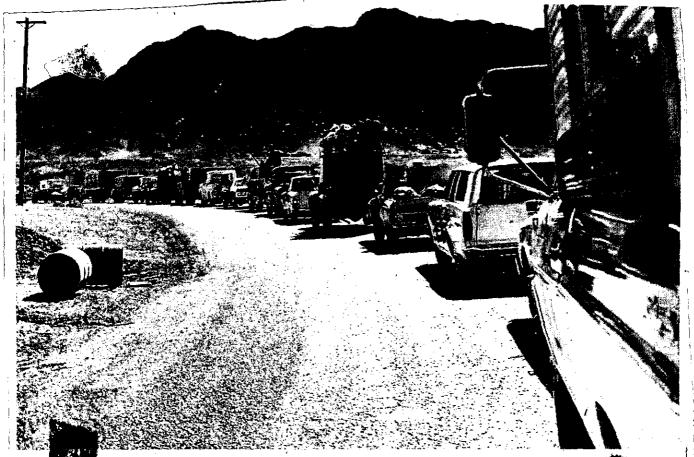
County Commissioner Bob Broadbent said the commission's legal counsel is currently studying the legal implications of taking over trucks to run collections.

Local government reportedly has been reluctant to take any action which might force a settlement because that would give the franchised garbage haulers an extra argument for rate increase. And garbage rate increases are exceedingly unpopular in Clark County.

ers an extra argument for rate increase. And garbage rate increases are exceedingly unpopular in Clark County.

Dr. Otto Ravenholt, Clark County Health Officer, said "The pileup appears at this point to be more of a nuisance than a health hazard. We might have to take action at the county level by Tuesday. But we're in hopes it will be settled before that."





DO This was the scene early Thurse in the entrance road to the valley dump on Sunrise mountain as the Teamsters garbage workers' strike entered its fourth day. Numerous citizens and

businesses are hauling their trash to the dum seading settlement of the dispute between the unit to the managements of the various contractors

5/25/72-8

# Management makes another offer in attempt to settle garbage strike

By Jerry Hickey

Management planned to make a new contract offer Thursday to striking Teamsters Union Local 631 to try to end the garbage strike here.

Les LaFortune, president of strike-ridden Silver State Disposal Service Inc., Clark Sanitation and Disposal Transportation, said Thursday morning that he would offer the union a two-year contract.

The union Wednesday rejected a management proposal calling for a three-year agreement, and officials of Local 631 indicated the strikers were still adamantly demanding a one-year pact.

Adir ie strike in its fourth day, LaFortune and the John management representatives met for the country morning with officials of Clark Country of the Cities of Las Vegas and North Las Vegas to discuss possible solutions to the

labor dispute. The three government entities are affected by the strike.

LaFortune told those attending the meeting that Local 631 had reneged on its commitment to let its members operate management equipment at the Sunrise Dump to bury huge piles of garbage that have accumulated there since the strike began Monday. Members of the union were supposed to begin burying the garbage early Thursday morning, but the union "canceled out," LaFortune said.

County Administrator Dave Henry indicated that two county employes would be assigned to do the job. The county had said Tuesday that uncovered garbage at the dump was becoming hazardous to health.

County Commissioner Myron Leavitt stated during the meeting that he felt the three government entities should start collecting garbage by Tuesday if the strike is not settled by then.

Leavitt said the three entities should have a

contingency plan ready to put into effect when the District Health Department indicates uncollected garbage is a health hazard. He added that he hoped the plan would never have to be used, but that he did not want to see the garbage strike here have the detrimental effects of a similar walkout in New York City.

Dr. V. H. Ueckert, an official with the District Health Department, agreed with Leavitt that the contingency plan should be formulated and be ready to put into effect. Ueckert said that the strike was creating more of a nuisance than a health hazard, mainly because of the unpleasant odor of the uncollected garbage. He added that in three or four days the situation was going to be "pretty bad" at some local trailer at ks.

"pretty bad" at some local trailer at ks.

'Ueckert also noted that there have been complaints that some resider a ping garbage indiscriminately in the day. He said garbage should be taken to approved

GARBAGE,

area companing at Sunriage to Weckert, the garbage should be put into bags, and local

residents should be shown where to dump it.

North Las Vegas City Manager Clay Lynch and Las Vegas City Commissioner Hank Thornley questioned whether the two cities and the county could efficiently collect garbage because of possible problems involving manpower, equipment, routes and scheduling. An official of Clark Sanitation, which serves the county also expressed doubt that the three entities could take over garbage collection in an efficient manner.

LaFortune said the garbage companies would have to ask for rate increases because of the increased costs of benefits included in the new contract. The proposal rejected by the union Wednesday provided for benefits totaling \$765 per man annually, according to LaFortune. He claims that the garbage workers now earn an average of \$12,451 per year.

kers now earn an average of \$12,451 per year.

No plan was well ed out during the meeting
Thursday. Management representatives and
officials of the the government entities are
scheduled to meet gain next Tuesday if the
strike isn't settled by then.

## Sanitation Strike Compromise

By JIM BARROWS SUN Associate Editor

Silver State Disposal Company gave in little to demands of striking garbage lectors yesterday, but there was no sign union men would take

160 members of Teamsters Local 631 struck at 3 a.m. Monday, ask-

ing mainly for a \$1,000-a-year wage increase, a one-year contract to replace the expired three-year one, and doubletime pay for holidays.

They have accepted a company offer on wages that will see them paid about \$12,400 a year for a 48-hour week, 52 weeks a year. The company has been holding out for a three-year contract.

Yesterday, company and labor offi-cials met in County Administrator Dave Henry's office. Henry said they agreed the county dump would be open seven days a week from 6 a.m. to 7 p.m. during the strike, but if it wasn't settled by next Tuesday there would be another 9 a.m. meeting that day in Henry's office.

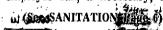
Yesterday afternoon, company president Lester LaFortune submitted a compromise proposal to Local 631 sec-retary Joe Carter. Union officials had no immediate word on when it would be presented to striking members.

This offer gives Teamsters doubletime pay for holidays, but calls for a two-year contract.

"We split the deal down the middle," LaFortune told the SUN. He said city and county officials are "setting up an inquiry where, the not in agreement by next Tuest" together," they could take over our pent."

"If we can be together," he said, "they're not going to let the garbage will up."

pile up." City and county franchises with the company for trash collection carry provisions that municipal or county employes can, if necessary, operate



# Corbage Strike Expected To Last Through Holiday

It looks as though Las Vegas' garbage strike will continue through the long Memorial Day weekend.

The principals in the prolonged deadlock - Silver State Disposal Co. President Lester LaFortune and the Teamsters Local 631 secretary-treasurer, met again yesterday, attempting to nail down

again yesterday, attempting to nan down mutually agreeable terms for a new contract but without success.

The seventh will signal a full manager gotiations, but city and county officials will be part of the scene on the second will be part of the scene on the second will be part of the scene of the scen Tuesday when representatives of labor

and management will meet with County Administrator Dave Henry and Las Vegas City Manager Art Trelease or one of his assistants to determine the local governments' response to the strike.

Elected officials will decide at that time whether to exercise the contract option which would permit then to have city and county workers operate sanitation equipment.

Although the strike will be a Monday, a possible health h æek old ≟d∝has been averted thus far as ployes have been operating the emcompany's landfill equipment. disposal.

the company's vehicles the strike is

There have been no disturbances reported during the strike, which enters its fifth day today. Security guards and sheriff's deputies have been on duty at the dump site gate in case of trouble.

Hotels are having their trash hauled to the dump, and garbage men-though on strike-have agreed to collect trash at the Valley's various hospitals as a health measure.

Trash at bars, homes and restaurants

continues to pile up, however. Company officials said about 550 tons of garbage was being deposited at the

District Department officials are keeping the conditions at the duity course the company bull-dozer there is fully like in the high buried strike and the trash isn't being buried as it accumulates.

## tra pickup near perfect

Nothing 's perfect, but the ''X-tra Pickup'' service offered by North Las Vegas and Silver State Disposal, Inc., seems to be pretty close.

Of 558 residents contacted by the city clerk's office, 354 were satisfied with the service and only eight dissatisfied. A few citizens still have

A few citizens still have not made use of the service -- 196 of the558 contacted, or 35 percent -- and this is the statistic city manager Clay Lynch most hopes to improve during this "spring clean-up, paint-up, fix-up" month.

The city has been running ads in the Valley Times for the past several weeks informing North Las Vegans about the service. An enclosed map indicates what day of the month the service takes place in each area of the city.

In addition, all new utility customers have been receiving letters from city clerk Shirley Hansell informing them of the program.

"The garbage company, in addition to regular pick-ups, makes one 'large trash pick-up' per month in each neighborhood for discarded items too large to fit in a regular can such as old-washers, sofas, and/or tree branches," Mrs. Hansell wrote.

The city clerk added that a vacant lot or desert area near the new customer's home might contain rubbish which could be gathered for the large trash pick-up if nothing large could be found around the home.

Joseph Anstett, comptroller of Silver State Disposal, Inc., has informed city manager Lynch that his company has had to work overtime since North Las Megas began its clean-up of the Lynch reported that the company has sympathetic with the company of the service.

| 1 |                                                                |
|---|----------------------------------------------------------------|
|   | REVISED MONTHLY GARBAGE RAILES                                 |
|   | NOTICE IS HEREBY GIVEN of the schedule of revise ates          |
|   | to be effective November 1, 1969 for the collection of barbage |
|   | and refuse by the City of North Las Vegas, in accordance       |
|   | with Ordinance No. 7 and Ordinance No. 394 of the City of      |
|   | North Las Vegas and in accordance with the motion of the       |
|   | City Council on October 6, 1969.                               |

| COMMERCIAL GARBAGE RATES              | ` <i>.</i> |
|---------------------------------------|------------|
| 2 Pickups per week (1 can)            | \$ 3.91    |
| Each additional can                   | \$ 3.91    |
|                                       |            |
| 6 Pickups per week (1 can)            | \$16.29    |
| Each additional can                   | 6.52       |
|                                       | 0.02       |
| 7 Pickups per week (1 can)            | \$19.55    |
| Each additional can                   | 7.82       |
| ì                                     |            |
| HOTELS, MOTELS, TRAILER PARKS         |            |
| Offices                               | \$ 2.18    |
| Each trailer space in park            | \$ 1.30    |
| Each sleeping room on premises        | \$ .98     |
| ,                                     | φ .50      |
| MULTIPLE RESIDENTIAL UNITS            |            |
| (From 2 to 8 apartments)              |            |
| First apartment                       | ė 9 EO     |
| Each; additional apartment            | \$ 2.59    |
| RATES INCLUDE PICKUP SERVICE          | \$ 1.82    |
| · · · · · · · · · · · · · · · · · · · |            |
| FOR BULKY ARTICLES.                   |            |
| MULTIPLE RESIDENTIAL UNITS            |            |
| WAD IT DE REDIDERLIND ONITS           |            |

RESIDENTIAL SINGLE FAMILY DWELLING
(Cans limited to 33 gallons)
No limit on standard size cans
2 Pickups per week
RATES INCLUDE PICKUP SERVICE
\$ 2.59

October 9 and 16, 1969 NLV Valley Times

(9 apartments or more)
First apartment
Each additional apartment

FOR BULKY ARTICLES

## AFFIDAVIT OF PUBLICATION

STATE OF NEVADA, SCOUNTY OF CLARK

| -                                                                                                                       |                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| I, Helen Movers                                                                                                         | , being first duly sworn,                                                                |
|                                                                                                                         | many bong that doly swart,                                                               |
| deposes and says: That he is Classif                                                                                    | ied Mgr.                                                                                 |
| NORTH LAS VEGAS VALLEY TIMES, a stion, printed and published at North Las Vanda, and that the attached was continuously | semi-weekly newspaper of general circula-<br>egas, in the County of Clark, State of Nev- |
| from October 9, 1969                                                                                                    | to October 16, 1969                                                                      |
| inclusive, being the issues of said newsp                                                                               | paper for the following dates, to-wit:                                                   |
| Octobor 9, 16, 1969                                                                                                     |                                                                                          |
| That said newspaper was regularly issue above named.                                                                    | ed and circulated on each of the dates                                                   |
| Signed Welen                                                                                                            | Meijers                                                                                  |
| Subscribed and sworn to before me thi                                                                                   | 11 11                                                                                    |
| day of Alban, 1969                                                                                                      | - //                                                                                     |
|                                                                                                                         | Her Line                                                                                 |
| No.                                                                                                                     | rary Public in and for Clark County, Neverla                                             |
|                                                                                                                         |                                                                                          |
|                                                                                                                         | ALBERTA KELLEHER                                                                         |
| Notar                                                                                                                   | y Public — State · f (lavada)<br>COUNTY OF CLARK                                         |
| My Co                                                                                                                   | mmission Expires June 16, 1973                                                           |
|                                                                                                                         | C                                                                                        |

### AFFIDAVIT OF PUBLICATION

State of Nevala, Clark County My commission cupies Sept. 28, 1909

| REVISED MONTHLY GARBAGE RATES  NOTICE IS HEREBY GIVEN of the schedule of revise rates to be effective April 1, 1968 for the collection of | E OF NEVADA, ANTY OF CLARK   |                          | •                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|--------------------------|-----------------------------------------------------------------|
| garbage and refuse by the City of North Las Vegas, in accord-                                                                             | Droid oreott                 |                          |                                                                 |
| ance with Ordinance No. 188 of the City of North Las Vega                                                                                 | S. MOOTEL TALL               | *************            | , being first duly sworn,                                       |
| and in accordance with unanimous motion of the City Council                                                                               | IJŢ                          | Assoc. Editor            | •                                                               |
| on March 25, 1968; 📆 📆 🗸 🔾                                                                                                                | xoses and says: That he is   | ASSOC. ECITOR            | of the                                                          |
| Commercial Garbage Rates                                                                                                                  | •                            |                          |                                                                 |
| 2 Pick-ups per weeks i                                                                                                                    | RTH LAS VEGAS VALLE          | Y IIMES, a semi-weekly   | newspaper of general circula-<br>County of Clark, State of Nev- |
| 1 can \$ 3.30                                                                                                                             |                              |                          | in said newspaper for a period                                  |
|                                                                                                                                           | i, and that the diracties wo | commodusty positioned    | iii sata tiswepape, tar a period                                |
| 6 Pick-ups per week                                                                                                                       | į.                           |                          | To care                                                         |
| 1 can 13.75<br>Teach Additional can 5.50                                                                                                  |                              |                          | MICRO FILLIO                                                    |
|                                                                                                                                           | March 28,                    | 3068                     | PARPOYA O                                                       |
| 7 Pick-ups per week                                                                                                                       | m March 20,                  | 1900 to                  |                                                                 |
| Each Additional can 6.60                                                                                                                  |                              |                          | FEB 25 272                                                      |
| Hotels, Motels, Trailer Counts                                                                                                            |                              |                          | (P.C.D                                                          |
| Offices 1.84                                                                                                                              | lusive, being the issues of  | f said newspaper for th  | e following dates, to-with                                      |
| Rooms with cooking facilities 1.10 ea. per space                                                                                          | March 28, 1968               |                          |                                                                 |
| Sleeping rooms                                                                                                                            | •                            |                          | 200                                                             |
| Multiple Family lumits                                                                                                                    | it sald newspaper was re     | egularly issued and circ | ulated on each of the dates                                     |
| First with 1.84                                                                                                                           | ive named.                   |                          | Λ                                                               |
| Each additional 1.29                                                                                                                      |                              |                          | . //                                                            |
| Residential Single Family                                                                                                                 | Signed                       |                          | 717011                                                          |
| (Cans not over 33 gallons) 1.84                                                                                                           | Signed                       | Cli The Control          | 11.1000                                                         |
| No limit on standard size cans,<br>2 pick-ups per week                                                                                    |                              |                          | •                                                               |
|                                                                                                                                           | iscribed and sworn to be     | efore me this 29t]       | <b>a</b>                                                        |
| March 28, 1968                                                                                                                            | ofMarch, 1968                |                          | •                                                               |
| NLV Valley Times                                                                                                                          | Mirch, 1900                  | 1                        |                                                                 |
| <u>ଜନନନନନନନନନନନନନନ୍ତି ।</u>                                                                                                               | 10 /                         | in the top of            | 11/1/                                                           |
|                                                                                                                                           |                              | Notary Bublic in         | and for Clark County, Neverle                                   |
|                                                                                                                                           | ( )                          | •                        | ••                                                              |
|                                                                                                                                           |                              | SAAAAAAA,                |                                                                 |
|                                                                                                                                           | / Commission Expires         |                          | EROLYN M. PETTIT                                                |
|                                                                                                                                           |                              | d Callet                 |                                                                 |

Clerk DICO LAS VEGAS REVIEW SOURNAL Filent FEB. 2, 1966 Francial tomout

ared that the welfare disponsored law was misinted to legislator's and i would remain.

do every thing I can to he law corrected if ne-," Mrs. Herr said.

Vegas Assemblyman Mel Ir. said the bill was not resented to him, and he tood from reading it at ne of passage that conyould be passed to the

ONE protested the mea-o me," Close said. Alhe voted for passage of the committee which I the measure.

while, county and Las officials were preparing to court if necessary to in local control over child

dispute flared when Quengery, State Welfare Divitief, notified the city and that their regulations rds.

**FE REGULATIONS** would child care homes from iring the day.

cond regulation would reone adult on duty for evo children below age 2. officials term this regu-"economically unfeasi

was unable to resume the post. of Onondaga and Cayuga coun- Zenoff has announced he will June run for a full term this year.

## e was assured local auto Silver State Disposal Enjoys High Rate Return

Owners of Silver State Dis | posal, the franchised garbage city commissioners agreed the company for the city of Las firm should earn an after - tax Vegas, earned a comfortable rate of return of between 10 23.5 per cent rate of return af- and 15 per cent. ter taxes last year, a citý study revealed Wednesday.

JERRY Engellenner, a senfor city accountant said the pro-1. Close was not a mem-lits "reflected a very efficient operation."

> The figures were based partly on an audit report prepared by the accounting firm of Conway, Moe, and Hibbs of Las Vegas.

THE report indicated Silver State made a profit of \$114, 240 before taxes, and \$68,536 after taxes. Cash investment in the meet minimum state company stands at about \$260,-000, Engellenner said.

The City Commission approvchildren both overnight ed a ten percent rate hike for Silver State in 1962, after company officials complained the rate of return on their investment would otherwise drop to seven per cent.

AT THE time of the increase,

The city commission is expected to approve a one-year extension of Silver State's franchise Wednesday evening.

The 15-year contract will run until 1971, with automatic annual renewals at the option of Silver State.

### Srikes Plague Bonanza's Move

Rains and strikes have delayed the scheduled move of Bonanza Air Lines administrative offices from Las Vegas to Phoenix, Bonanza officials said to Rail

The walkouts and weather have delayed construction of the building that will house the of-victed fices. The control of the has acc

Hówever, the firm has completed transfer of maintenance Count and minchastral soctions in Di

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Own firm, , was ti neer N dence

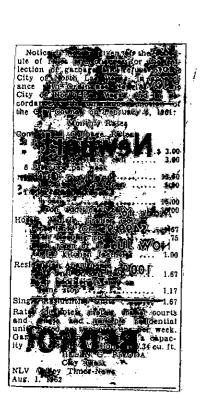
McB wife. Stepher live in Fune

pendin

Calı appeal

Ord 188 8/62 affection of Publication

## AFFIDAVIT OF PUBLICATION



| STATE OF NEVADA, SS.                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| William Tallman , being first duly sworn,                                                                                                                                                                                                                                                                     |
| deposes and says: That he is <u>Business Manager</u> of the NORTH LAS VEGAS VALLEY TIMES-NEWS, a weekly newspaper of general circulation, printed and published at North Las Vegas, in the County of Clark, State of Nevada, and that the attached was continuously published in said newspaper for period of |
| One Week                                                                                                                                                                                                                                                                                                      |
| rom August 1, 1962 to August 1, 1962                                                                                                                                                                                                                                                                          |
| nclusive, being the issues of said newspaper for the following dates, to-wit:                                                                                                                                                                                                                                 |
| August 1, 1962 and August 1, 1962                                                                                                                                                                                                                                                                             |
| hat said newspaper was regularly issued and circulated on each of the dates bove named.                                                                                                                                                                                                                       |
| Signed William Tallman                                                                                                                                                                                                                                                                                        |
| En la Company                                                                                                                                                                                                                                                                                                 |
| ubscribed and sworn to before me this ay of  Notary Public in and for Clark County shevada                                                                                                                                                                                                                    |
|                                                                                                                                                                                                                                                                                                               |
| Ay Commission Expires My Commission Expires lan. 10: 1965                                                                                                                                                                                                                                                     |



AFFP

DISTRICT COURT Clark County, Nevada

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS:

Donna Stark, 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,

NLV CITY CLERK

6331031NLV

was continuously published in said Las Vegas Review Journal and/or Las Vegas Sun in 2 edition(s) of said newspaper issued from 05/11/2002 to 05/25/2002, on the following days:MAY 11, 25, 2002

Signed: Albana Stark
SUBSCRIBED AND SWORN BEFORE ME THIS THE \_\_\_\_\_\_

dav of

2002

Notary Public

MARY B. SHEFFIELD
Notary Public State of Nevada
No. 99-53968-1
My appt. exp. Mar. 8, 2003



Notice To All Inhabitants Of The City of North Las Vegas, Nevada And To All Customers Of the Garbage Utility Of The City of North Las Vegas, Nevada

NOTICE IS HENERY
GIVEN that the City
Council of the City. Of
North Las Vegas, Neva;
da, will 'hold-a .public
hearing on Wednesday,
June 5, 2002, at 6:30 pm.
in the Council' Chambers at City Hall, 2200
Clvic-Center Drive, to
consider a change in
the garbage rate schedule
s on: file and available
for public examination
in the City Clerk's Office City Hall, 2200 Civic
Center Drive, North Las
vegas, Nevada.
Any and all interested persons may appear

the garbage rate schedule. The proposed garbage rate schedule for public examination in the City Clerk's Office. City Hall, 2200 Cloic Center Drive, North Las Vegas, Nevada.

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may, object to or express approval of the proposed garbage rate schedule changes, or may, prior to the hearing, file with the City Clerk's Office written objections thereto or approval thereof.

CLARENCE C. VAN HORN, CITY TREASURER PUB: May 11,25, 2002 LV Review-Journal SW Medical Harrish -5337 May 3, 2002

Mr. Clarance Van Horn City of North Las Vegas, Finance Department 2200 Civic Center Drive North Las Vegas, Nevada 89030

Mr. Van Horn,

Enclosed please find the audited consolidated financial statements of Republic Silver State Disposal, Inc. DBA Republic Services of Southern Nevada for the year ended December 31, 2001. These statements are being supplied in accordance with the franchise agreement between the City of North Las Vegas and Republic. Please be so kind to acknowledge receipt of this statement by signing one copy of this letter and returning it to me. A self-addressed envelope is enclosed for your convenience.

If you have any questions please fell free to call. I have enclosed some of my business cards for your convenience.

Sincerely,

Robert D. Kneesel

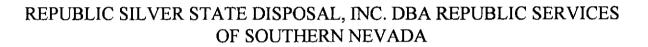
Area Controller

Republic Services of Southern Nevada

5-8-02

Cc: Stephen Kalish, President

Receipt Acknowledged



CONSOLIDATED FINANCIAL STATEMENTS

AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2001

(With Report of Independent Certified Public Accountants Thereon)

L.L. Bradford & Company, LLC Certified Public Accountants & Consultants

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#### REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Republic Silver State Disposal, Inc. dba Republic Services of Southern Nevada Las Vegas, Nevada

We have audited the accompanying consolidated balance sheet of Republic Silver State Disposal, Inc. dba Republic Services of Southern Nevada as of December 31, 2001, and the related consolidated statements of income, stockholder's equity, and cash flows for the year then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall consolidated financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Republic Silver State Disposal, Inc. dba Republic Services of Southern Nevada as of December 31, 2001, and the consolidated results of their operations and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States.

LL Bradford & Company, LLC

March 20, 2002 Las Vegas, Nevada

# REPUBLIC SILVER STATE DISPOSAL, INC. DBA REPUBLIC SERVICES OF SOUTHERN NEVADA CONSOLIDATED BALANCE SHEET DECEMBER 31, 2001

#### **ASSETS**

| Current assets Cash Accounts receivable (less allowance for doubtful accounts of \$2,306,822) Parts and supplies Other current assets Total current assets                                                                                                   | \$<br>11,116,010<br>1,104,675<br>1,727,716<br>13,948,401                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| Fixed assets, net                                                                                                                                                                                                                                            | 91,033,048                                                                                                             |
| Other assets Intangible assets, net                                                                                                                                                                                                                          | <br>36,890,893                                                                                                         |
| Total assets                                                                                                                                                                                                                                                 | \$<br>141,872,342                                                                                                      |
| LIABILITIES AND STOCKHOLDER'S EQUITY                                                                                                                                                                                                                         |                                                                                                                        |
| Current liabilities  Bank overdraft  Accounts payable  Accrued liabilities  Due to related parties  Accrued franchise fees  Income taxes payable  Reserves for self insurance  Reserve for municipal obligation - current portion  Total current liabilities | \$<br>1,390,800<br>4,279,409<br>6,244,756<br>867,484<br>2,377,533<br>7,272,405<br>5,108,104<br>4,200,000<br>31,740,491 |
| Long-term liabilities Reserve for municipal obligation - long-term portion Municipal solid waste landfill closure and post-closure care costs                                                                                                                | 16,854,436<br>4,636,691                                                                                                |
| Unamortized lease option  Total liabilities                                                                                                                                                                                                                  | 2,200,000<br>55,431,618                                                                                                |
| Commitments and contingencies                                                                                                                                                                                                                                |                                                                                                                        |
| Stockholder's equity Common stock (\$.01 par value, 2,000 shares authorized, issued and outstanding) Retained earnings Total stockholder's equity                                                                                                            | <br>20<br>86,440,704<br>86,440,724                                                                                     |
| Total liabilities and stockholder's equity                                                                                                                                                                                                                   | \$<br>141,872,342                                                                                                      |

# REPUBLIC SILVER STATE DISPOSAL, INC. DBA REPUBLIC SERVICES OF SOUTHERN NEVADA CONSOLIDATED STATEMENT OF INCOME FOR THE YEAR ENDED DECEMBER 31, 2001

| Operating revenues                       |                   |
|------------------------------------------|-------------------|
| Disposal services                        | \$<br>143,321,140 |
| Transfer station operations              | 4,978,145         |
| Recycling                                | 8,666,899         |
| Medical waste service                    | 2,198,933         |
| Dump operations                          | 5,566,795         |
| Soil, sludge and septic                  | 3,152,241         |
| Container rentals                        | 8,600,169         |
| Total operating revenues                 | 176,484,322       |
| Costs and expenses                       |                   |
| Disposal services                        |                   |
| Personnel                                | 55,497,228        |
| Vehicles                                 | 12,348,628        |
| Franchise fees                           | 8,402,234         |
| Transfer station operations              | 20,449,993        |
| Recycling                                | 10,527,841        |
| Medical waste service                    | 999,084           |
| Dump operations                          | 8,729,633         |
| Soil, sludge and septic                  | 1,579,176         |
| Container rentals                        | 2,172,185         |
| Other general and administrative         | <br>16,972,097    |
| Total costs and expenses                 | <br>137,678,099   |
| Net income from operations               | 38,806,223        |
| Other income (expense)                   |                   |
| Interest income                          | 65,947            |
| Interest expense                         | <br>(11,357,132)  |
| Total other income (expense)             | <br>(11,291,185)  |
| Income before provision for income taxes | 27,515,038        |
| Provision for income taxes               | <br>9,480,211     |
| Net income                               | \$<br>18,034,827  |

# REPUBLIC SILVER STATE DISPOSAL, INC. DBA REPUBLIC SERVICES OF SOUTHERN NEVADA CONSOLIDATED STATEMENT OF STOCKHOLDER'S EQUITY FOR THE YEAR ENDED DECEMBER 31, 2001

|                              | Comme               | on Stock |       |                      |    | Total                  |
|------------------------------|---------------------|----------|-------|----------------------|----|------------------------|
|                              | Number of<br>Shares | An       | nount | Retained<br>Earnings | s  | tockholder's<br>Equity |
| Balance at January 1, 2001   | 2,000               | \$       | 20    | \$<br>68,405,877     | \$ | 68,405,897             |
| Net income                   |                     |          |       | <br>18,034,827       |    | 18,034,827             |
| Balance at December 31, 2001 | 2,000               | \$       | 20    | \$<br>86,440,704     | \$ | 86,440,724             |

# REPUBLIC SILVER STATE DISPOSAL, INC. DBA REPUBLIC SERVICES OF SOUTHERN NEVADA CONSOLIDATED STATEMENT OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2001

| Cash flows from operating activities:                    |    |              |
|----------------------------------------------------------|----|--------------|
| Net income                                               | \$ | 18,034,827   |
| Adjustments to reconcile net income to                   |    |              |
| net cash provided by operating activities:               |    |              |
| Depreciation, depletion and amortization                 |    | 8,522,642    |
| Changes in operating assets and liabilities:             |    | , ,          |
| Increase in accounts receivable                          |    | (221,325)    |
| Decrease in other assets                                 |    | 421,498      |
| Decrease in inventories                                  |    | 120,264      |
| Decrease in bank overdraft                               |    | (329,876)    |
| Net increase in accounts payable and accrued liabilities |    | 1,215,977    |
| Increase in accrued franchise fees                       |    | 708,956      |
| Increase in income taxes payable                         |    | 27,310       |
| Decrease in self insurance reserves                      |    | (147,811)    |
| Increase in closure and post-closure care costs          |    | 168,610      |
| Net increase in due to/from related parties              |    | (9,674,905)  |
| Increase in unamortized lease option                     |    | 1,500,000    |
| Decrease in reserve for municipal obligation             |    | (6,596,613)  |
| Net cash provided by operating activities                |    | 13,749,554   |
| Cash flows from investing activities:                    |    |              |
| Purchase of fixed assets                                 |    | (13,749,554) |
|                                                          |    |              |
| Net cash used in investing activities                    |    | (13,749,554) |
| Net change in cash                                       |    | •            |
| Cash balance as of January 1, 2001                       |    |              |
| •                                                        |    |              |
| Cash balance as of December 31, 2001                     | \$ | <b>-</b>     |
| Supplemental disclosure of cash flow:                    |    |              |
| Cash paid for interest                                   | \$ | 11,357,132   |
| Cash paid for income taxes                               | \$ | ,,           |
|                                                          | 4  | <del></del>  |

#### 1. BUSINESS OF THE COMPANY

Republic Silver State Disposal, Inc. dba Republic Services of Southern Nevada (hereinafter referred to as the "Company") provides both commercial and residential refuse removal service for most of the communities in Clark County, Nevada. In addition, the Company operates refuse transfer stations, landfills and a recycling facility. Republic Silver State Disposal, Inc. is a wholly owned subsidiary of Republic Services, Inc. (hereinafter referred to as the "Parent Company"), a public company traded on the New York Stock Exchange under the ticker symbol "RSG".

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Principles of consolidation and basis of presentation

The accompanying financial statements include the accounts of Republic Silver State Disposal, Inc. dba Republic Services of Southern Nevada and its wholly owned subsidiary, Republic Dumpco, Inc. All material inter-company balances and transactions have been eliminated.

#### Seasonality

The Company's operations can be adversely affected by periods of inclement weather which could delay the collection and disposal of waste, reduce the volume of waste generated or delay the construction or expansion of the Company's landfill sites and other facilities.

#### Fixed assets

Fixed assets are recorded at cost. Depreciation is computed using the straight-line depreciation method over the estimated useful lives of the assets, which are generally 2 to 40 years. Upon sale or retirement, the costs and related accumulated depreciation are climinated from the respective accounts, and the resulting gain or loss is included in the consolidated statement of income. Repairs and maintenance charges, which do not increase the useful lives of fixed assets, are charged to operations as incurred. Depreciation expense for the year ended December 31, 2001 was approximately \$6,472,000.

Landfills are stated at cost. Landfill improvements include direct costs incurred to obtain a landfill permit and direct costs incurred to construct and develop the site. These costs are depleted based on consumed airspace. All indirect landfill development costs are expensed as incurred. Depletion expense for the year ended December 31, 2001 was approximately \$663,000.

The Company periodically evaluates whether events and circumstances have occurred that may warrant revision of the estimated useful life of fixed assets or whether the remaining balance of fixed assets should be evaluated for possible impairment. The Company uses an estimate of the related undiscounted cash flows over the remaining life of the fixed assets in measuring their recoverability.

The Company capitalizes interest on landfill cell construction and other construction projects in accordance with Statement of Financial Standards No. 34, "Capitalization of Interest Cost". Interest is capitalized on qualified assets while they undergo activities to ready them for their intended use. Capitalization of interest ceases once an asset is placed into service or if construction activity is suspended for more than a brief period of time. The interest capitalization rate is based upon the Company's weighted average cost of indebtedness, including the Parent Company. Interest capitalized for the year ended December 31, 2001 was approximately \$63,000.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### Intangible assets

Intangible assets consist of capitalized costs related to securing extended franchise agreements with the Municipalities. Intangible assets are amortized over the life of such extended franchise agreements on a straight-line basis over periods ranging from 22 to 36 years.

#### Revenue and expense recognition

Revenues are recognized during the period in which the related services are provided. Costs and expenses are recognized during the period in which they are incurred.

#### Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

#### Fair value of financial instruments

The carrying amounts of cash, receivables, parts and supplies, other assets, accounts payable, accrued liabilities, due to related parties, accrued franchise fees, income taxes payable, reserves for self insurance and other liabilities approximate fair value due to the short maturity of these instruments.

#### Income taxes

The Company accounts for its income taxes in accordance with Statement of Financial Accounting Standards (SFAS) No. 109, which requires recognition of deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

#### Comprehensive income

The Company has no components of other comprehensive income. Accordingly, net income equals comprehensive income for the year ended December 31, 2001.

#### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

#### New accounting pronouncements

In July 2001, the Financial Accounting Standards Board issued SFAS 141, Business Combinations, and SFAS 142, Goodwill and Other Intangible Assets. They also issued SFAS 143, Accounting for Obligations Associated with the Retirement of Long-Lived Assets, and SFAS 144, Accounting for the Impairment or Disposal of Long-Lived Assets, in August and October 2001, respectively.

SFAS 141 requires all business combinations initiated after June 30, 2001 be accounted for under the purchase method. SFAS 141 supersedes APB Opinion No. 16, Business Combinations, and Statement of Financial Accounting Standards No. 38, Accounting for Preacquisition Contingencies of Purchased Enterprises, and is effective for all business combinations initiated after June 30, 2001.

SFAS 142 addresses the financial accounting and reporting for acquired goodwill and other intangible assets. Under the new rules, the Company is no longer required to amortize goodwill and other intangible assets with indefinite lives, but will be subject to periodic testing for impairment. SFAS 142 supersedes APB Opinion No. 17, Intangible Assets. Effective January 2, 2002, the Company will adopt SFAS 142 and is evaluating the effect that such adoption may have on its results of the Company's consolidated operations and financial position. The Company expects that the provisions of SFAS 142 will not have a material impact on its results of consolidated operations and financial position upon adoption.

SFAS 143 establishes accounting standards for the recognition and measurement of an asset retirement obligation and its associated asset retirement cost. It also provides accounting guidance for legal obligations associated with the retirement of tangible long-lived assets. SFAS 143 is effective in fiscal years beginning after June 15, 2002, with early adoption permitted. Management has yet to determine the impact that the adoption of SFAS 143 will have on the Company's consolidated financial statements.

SFAS 144 establishes a single accounting model for the impairment or disposal of long-lived assets, including discontinued operations. SFAS 144 superseded SFAS 121, Accounting for the Impairment of Long-Lived Assets and for Long-Lived Assets to Be Disposed Of, and APB Opinion No. 30, Reporting the Results of Operations -- Reporting the Effects of Disposal of a Segment of a Business, and Extraordinary, Unusual and Infrequently Occurring Events and Transactions. The provisions of SFAS 144 are effective in fiscal years beginning after December 15, 2001, with early adoption permitted, and in general, are to be applied prospectively. The Company plans to adopt SFAS 144 effective January 1, 2002 and does not expect that the adoption will have a material impact on its results of consolidated operations and financial position.

#### 3. FIXED ASSETS

Fixed assets consist of the following as of December 31, 2001:

| Land, landfill, and improvements             | \$ 32,136,524        |
|----------------------------------------------|----------------------|
| Buildings and improvements                   | 38,452,655           |
| Operations equipment                         | 57,280,707           |
| Furniture, fixtures and automobiles          | 46,638,838           |
|                                              |                      |
| •                                            | 174,508,724          |
| Less: accumulated depreciation and depletion | <u>83,475,676</u>    |
|                                              |                      |
|                                              | <u>\$ 91,033,048</u> |

#### 4. INTANGIBLE ASSETS

As discussed further below, intangible assets totaling \$36,890,893, net of accumulated amortization of \$4,609,107, at December 31, 2001 are comprised of capitalized amounts related to the extension of franchise agreements with Clark County and the City of Las Vegas, political subdivisions of the State of Nevada.

On April 26, 1999, U.S. Environmental Protection Agency ("EPA") issued RCRA Order, Docket No. 7003-09-99-0005 ("RCRA") and CWA Order, Docket No. CWA-309-9-99-14 ("CWA"), collectively ("EPA Orders"), naming Republic Dumpco (formerly Dumpco), Republic Silver State Disposal, Inc., Republic Industries, Inc., SSDS Liquidating Corporation, and Clark County Public Works as respondents with regards to the Sunrise Regional Landfill ("Sunrise Landfill"). The EPA issued both the RCRA and CWA orders, in part, because the September 1998 rainfall caused the discharge of solid waste from the Sunrise Landfill into a tributary leading to the Las Vegas Wash. The RCRA order requires performance of action items for the 720-acre Sunrise Landfill, as well as areas denoted as the "Eastern Perimeter Area," "Southern Wash Area," and "Western Burn Pit Area" within the greater Las Vegas metropolitan area. The CWA order details action items to be performed in and around the Sunrise Landfill Area, including a full report on the hydrologic and hydrogeological site conditions, interim plans for repairs to surface water controls and for additional storm water controls, clean up of debris in the area, compliance with Industrial Storm Water General Permit No. GNV0022233, and other measures.

On June 15, 1999, the Company entered into an agreement which extended the exclusive franchise agreement for the collection and disposal of refuse with the County of Clark ("Clark County"), a political subdivision of the State of Nevada, for an additional fifteen (15) year period extending the termination date of the franchise agreement through September 2035. As a condition to the extended franchise agreement with Clark County, the Company agreed to indemnify Clark County with regards to the EPA Orders and take all actions necessary to comply fully with all terms and conditions of the EPA Orders which includes closure and post-closure care to the extent necessary for compliance with the EPA Orders and state and federal regulations on behalf of all respondents. Accordingly, the Company estimated expenditures required to perform the tasks outlined by the EPA Orders to be approximately \$36,000,000. The Company is precluded from seeking additional sources of funding, including, without limitation, applying for collection rate increases or requesting extensions of the term of the franchise agreement if the total costs to comply with the EPA Orders exceed the cost of \$36,000,000. The Company has recorded the liability of such estimated costs related to the EPA Orders, reflected as reserve for municipal obligations, and capitalized such cost as an intangible asset for the same amount during 1999, since such costs related to securing the extended franchise agreement with Clark County. Accordingly, the Company amortizes such intangible asset over the remaining life of the extended agreement with Clark County. Accumulated amortization and amortization expense related to this intangible asset as of and for the year ended December 31, 2001 approximated \$3,847,000 and \$1,138,000, respectively.

#### 4. INTANGIBLE ASSETS (continued)

On July 12, 1999, the Company entered into an agreement which extended the exclusive franchise agreement for the collection and disposal of refuse with the City of Las Vegas ("Las Vegas"), a political subdivision of the State of Nevada, for an additional fifteen (15) year period extending the termination date of the franchise agreement through February 2016, and shall be renewable for a term of five (5) years at the option of the Company. As a condition to the extended franchise agreement with Las Vegas, the Company agreed to indemnify Las Vegas with regards to the EPA Orders. Furthermore, the extended franchise agreement with Las Vegas required the Company to contribute \$5,500,000 to Las Vegas to facilitate construction of a transfer station, other capital improvements, or other public uses Las Vegas deems appropriate. The Company fully satisfied such required contribution of \$5,500,000 as of December 31, 2001. The Company has recorded such contributions as an intangible asset, since it related to securing the extended franchise agreement. Accordingly, the Company amortizes such intangible asset over the remaining life of the extended franchise agreement with Las Vegas. Accumulated amortization and amortization expense related to this intangible asset as of and for the year ended December 31, 2001 approximated \$762,000 and \$250,000, respectively.

#### 5. INCOME TAXES

The provision for income taxes consists of the following as of December 31, 2001:

| Current taxes Deferred taxes     | \$<br>—-  | 7,272,405<br>2,207,807 |
|----------------------------------|-----------|------------------------|
| Total provision for income taxes | <u>\$</u> | 9,480,211              |

The tax effects of temporary differences that give rise to significant portions of deferred tax assets (liabilities) at December 31, 2001 is as follows:

Deferred tax assets (liabilities):

| Accounts receivable reserves            | \$ 784,319     |
|-----------------------------------------|----------------|
| Vacation accruals                       | 227,118        |
| Workers' compensation accruals          | 1,736,755      |
| Closure and post-closure costs accruals | 1,576,476      |
| Depreciation                            | (7,367,710)    |
| Total net deferred tax liability        | \$ (3,043,042) |

The Company considers recording a valuation allowance in accordance with the provisions of SFAS 109 to reflect the estimated amount of deferred tax assets that may not be realized. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income and tax planning strategies in making this assessment.

Based upon the level of historical taxable income and projections for future taxable income over the periods that the deferred tax assets are deductible, management believes it is more likely than not the Company will realize the benefits of these deductible differences.

#### 5. INCOME TAXES (continued)

The following is a reconciliation of the federal statutory income tax amount to the provision for income taxes for the year ended December 31, 2001:

| Deferred tax due to accelerated depreciation     | \$<br>2,190,003 |
|--------------------------------------------------|-----------------|
| Deferred tax due to decrease in accrual for      |                 |
| workers' compensation claims                     | 50,256          |
| Deferred tax due to decrease in accrued vacation | 31,753          |
| Deferred income due to accrual for closure and   | •               |
| post-closure care costs                          | (57,327)        |
| Deferred income due to allowance for doubtful    | ` , ,           |
| accounts for financial reporting purposes        | <br>(6,878)     |
| Total provision for deferred income taxes        | \$<br>2.207.807 |

#### 6. RESERVE FOR MUNICIPAL OBLIGATION

As further described in Note 4, the Company agreed to indemnify and assume all municipal obligation related to the EPA Orders in behalf of Clark County which is included in reserve for municipal obligations in the accompany consolidated balance sheet. The outstanding reserve for municipal obligation balance as of December 31, 2001, is as follows:

| Current portion due within one year | \$        | 4,200,000  |
|-------------------------------------|-----------|------------|
| Long-term portion                   | _         | 16,854,436 |
|                                     |           |            |
| Total accrued reserve               | <u>\$</u> | 21,054,436 |

The reserve for municipal obligation totaling \$21,054,436 at December 31, 2001 is the remaining estimated expenditures of \$36,000,000 required to perform the tasks outlined by the EPA Order. As of December 31, 2001, the Company has made cumulative payments related to the municipal obligation of approximately \$14,900,000.

#### 7. LANDFILL AND ACCRUED ENVIRONMENTAL COSTS

#### Life cycle accounting

The Company uses life cycle accounting and the units-of-consumption method to recognize certain landfill costs. In life cycle accounting, all costs to acquire, construct, close and maintain a municipal solid waste landfill ("MSWL") during the post-closure period are capitalized or accrued and charged to expense based upon the consumption of cubic yards of available airspace. Costs and airspace estimates are developed annually by independent engineers together with the Company's engineers. These estimates are used by the Company's operating and accounting personnel to annually adjust the Company's rates used to expense capitalized costs and accrue closure and post-closure costs. Changes in these estimates primarily relate to changes in available airspace, inflation rates and applicable regulations. Changes in available airspace include changes due to the addition of airspace lying in expansion areas deemed likely to be permitted.

#### Total available disposal capacity

As of December 31, 2001, the Company owned or operated 2 MSWL sites with total available disposal capacity of approximately 530 million tons in-place. Total available disposal capacity represents the sum of estimated permitted airspace plus an estimate of airspace, which is likely to be permitted.

#### 7. LANDFILL AND ACCRUED ENVIRONMENTAL COSTS (continued)

#### Capitalized landfill costs

Capitalized landfill costs include expenditures for land, permitting costs, cell construction costs and environmental structures. Capitalized permitting and cell construction costs are limited to direct costs relating to these activities, including legal, engineering and construction associated with excavation, liners and site berms. Interest is capitalized on landfill construction projects while the assets are undergoing activities to ready them for their intended use.

Costs related to acquiring land, excluding the estimated residual value of unpermitted land, and costs related to permitting and cell construction are depleted as airspace is consumed using the units-of-consumption method. Environmental structures, which include leachate collection systems, methane collection systems and groundwater monitoring wells, are charged to expense over the shorter of their useful life or the life of the landfill.

#### Closure and post-closure costs

Landfill site closure and post-closure costs include estimated costs to be incurred for final closure of the landfills and estimated costs for providing required post-closure monitoring and maintenance of landfills. These costs are accrued and charged to cost of operations based upon consumed airspace in relation to total available disposal capacity using the units-of-consumption method of amortization. The Company estimates future cost requirements for closure and post-closure monitoring and maintenance for its solid waste facilities based on the technical standards of the Environmental Protection Agency's Subtitle D regulations and applicable federal, state and local regulations. These estimates do not take into account discounts for the present value of total estimated costs. The Company owns and operates sites in Clark County, Nevada. The expected closure year for these MSWL sites as of December 31, 2001, are 2085 and 2010. The accrued closure and post-closure care costs totaling \$4,636,691 as of December 31, 2001, are based on the cumulative use of the estimated capacities of the MSWL sites. These costs are adjusted each year for inflation or deflation. The estimated cumulative use for the MSWL sites are 4% and 33%. For the year ended December 31, 2001, closure and post-closure expense was approximately \$169,000.

| Closure costs Post-closure costs                                          | \$ 33,003,893<br><u>7,026,355</u> |
|---------------------------------------------------------------------------|-----------------------------------|
| Total estimated closure and post-closure care costs Less: accrued reserve | 40,030,348<br>4,636,691           |
| Total remaining closure and post-closure care costs                       | \$ 35,393,657                     |

#### Environmental costs

In the normal course of business, the Company is subject to ongoing environmental investigations by certain regulatory agencies, as well as other claims and disputes that could result in litigation. Environmental costs are accrued by the Company through a charge to income in the period such liabilities become probable and can be reasonably estimated. No material amounts were charged to expense during the year ended December 31, 2001.

#### 8. UNAMORTIZED LEASE OPTION

On September 30, 2000, the Company entered into a one year option agreement with Reliant Energy Power Generation, Inc. ("Reliant"), which grants Reliant an exclusive right and option to lease an area of approximately 30 acres of land located in Clark County, Nevada for the purpose of building a power plant. Consideration for the agreement was \$700,000.

On August 16, 2001, the Company entered into an amended option agreement with Reliant to extend the expiration date for the option agreement from September 30, 2001 to September 30, 2002. Consideration for the extension was an additional \$1,500,000 for a total of \$2,200,000 related to the option agreement. All consideration is non-refundable and not applicable to rent or any other amount to become due under the lease agreement. Since the consideration for the option is directly related to a future lease benefit, the amount has been recorded as an unamortized lease option and will be recognized over the life of the future lease. However, if a lease is not consummated in the future, the entire \$2,200,000 will be recognized as income.

#### 9. RELATED PARTY TRANSACTIONS

As of December 31, 2001, the net balance due to related parties totaled \$867,484. Advances due to affiliated entities and Parent Company are due on demand, unsecured and bear no interest.

As of December 31, 2001, the Company made payments to the Parent Company for interest expense and corporate administrative services provided of \$11,347,364 and \$6,555,256, respectively.

#### 10. PROFIT SHARING AND PENSION PLANS

The Company and its eligible employees not covered by a collective bargaining agreement participate in an employee savings and profit sharing plan (Plan) under section 401(k) of the Internal Revenue Code sponsored by the Parent Company. Contributions to the Plan are made annually equal to 50% of the employees' contributions to a maximum of 4% of total compensation. The Parent Company can make discretionary additional contributions to the Plan on behalf of the employees. All the required contributions were made by the Parent Company for the year ended December 31, 2001. The Parent Company did not make any discretionary contributions to the Plan for the year ended December 31, 2001.

The Company participates in a multi-employer pension plan sponsored and administered by the Western Conference of Teamsters Pension Trust Fund for its employees who are subject to collective bargaining agreements (Teamsters Union Members). This plan is a defined benefit plan; however, specified benefit levels are ordinarily not negotiated or made known to participating employers.

#### 11. COMMITMENTS AND CONTINGENCIES

#### Contracts

The Company has exclusive franchise contracts for the collection and disposal of refuse with various municipalities and other entities within Clark County, Nevada as follows:

|                         | Start Date     | End Date       |
|-------------------------|----------------|----------------|
| Clark County            | February 1975  | September 2035 |
| City of North Las Vegas | April 1996     | April 2016     |
| City of Las Vegas       | February 1986  | February 2021  |
| City of Henderson       | September 1983 | December 2012  |

The Company made required payments to these municipalities totaling \$7,348,370 for the year ended December 31, 2001.

#### Self-insurance plans

The Company's insurance programs for worker's compensation is effectively self-insured. Claims in excess of self-insurance levels are fully insured. Accruals are based on claims filed and estimates of claims incurred but not reported.

The Company's liabilities for unpaid and incurred but not reported claims at December 31, 2001 was \$5,108,104 under its current risk management program and are included in reserves for self insurance in the accompanying consolidated balance sheet. Insurance expense related to these reserves total \$3,971,930 for the year ended December 31, 2001. While the amount of claims incurred are dependent on future developments, in management's opinion, recorded reserves are adequate to cover the future payment of claims. However, it is reasonably possible that recorded reserves may not be adequate to cover the future payment of claims. Adjustments, if any, to estimates recorded resulting from claim payments will be reflected in results of operations in the periods in which such adjustments are known.

#### Legal proceedings

The Company is involved in various legal proceedings which have arisen in the ordinary course of business. While the results of these matters cannot be predicted with certainty, the Company's management believes that losses, if any, resulting from the ultimate resolution of these matters will not have a material adverse effect on the Company's consolidated results of operations, cash flows or financial position. However, unfavorable resolution could affect the consolidated results of operations or cash flows for the years in which they are resolved.

#### 12. SUBSEQUENT EVENTS

#### Self-insurance plans

As of January 1, 2002, the Parent Company transferred to its balance sheet the outstanding insurance reserves for workers compensation, general and auto liability of Republic Silver State Disposal Inc. and its wholly owned subsidiary, Republic Dumpco, Inc. The Parent Company will assume all future liability for these claims and will begin on January 1, 2002 to charge the Company on a monthly basis an insurance charge based on payroll, and vehicles along with a per claim charge based on the number of actual incidents. This charge is expected to approximate the current insurance cost for the Company. This charge out method is used for all the Parent Company's subsidiaries and is not expected to have a material impact on the results of the Company.



L.L. Bradford & Company, LLC
Certified Public Accountants
& Consultants

#### EXCERPTS FROM:

AUTOMATED TRANSFER SYSTEMS, INC.
CLARK SANITATION, INC.
DISPOSAL INVESTMENTS, INC. AND SUBSIDIARY
DISPOSAL TRANSPORTATION, INC.
SILVER STATE DISPOSAL COMPANY

REPORT ON EXAMINATION
OF COMBINED FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 1977 AND 1976

A-46

# AUTOMATED TRANSFER SYSTEMS, INC. CLARK SANITATION, INC. DISPOSAL INVESTMENTS, INC. AND SUBSIDIARY DISPOSAL TRANSPORTATION, INC. SILVER STATE DISPOSAL COMPANY

#### COMBINED BALANCE SHEET

SEPTEMBER 30, 1977 AND 1976

#### **ASSETS**

|                                                                                                                                                                                  | 1977                                                           | 1976                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------------|
| Current assets Cash                                                                                                                                                              | \$ 405,200                                                     | \$ 343,951                                                   |
| Accounts receivable Trade Less allowance for doubtful accounts Other accounts and notes receivable Inventories, at lower of cost or market Prepaid expenses Total current assets | 609,515<br>( 93,809)<br>1,594<br>84,631<br>51,828<br>1,058,959 | 594,576<br>( 96,939)<br>2,127<br>65,436<br>66,981<br>976,132 |
| Property and equipment, at cost (Note 2)  Less: Accumulated depreciation and amortization                                                                                        | 6,205,605<br>3,804,994<br>2,400,611                            | 5,608,278<br>3,202,729<br>2,405,549                          |
| Intangible assets  Goodwill  Excess of cost over net assets of subsidiary  net of accumulated amortization (\$12,254  and \$9,058)                                               | 5,397<br>115,615<br>121,012                                    | 5,397<br>118,811<br>124,208                                  |
| Other assets Unamortized basis of franchise contracts Other                                                                                                                      | 24,919<br>8,558<br>33,477<br>\$3,614,059                       | 27,910<br>9,668<br>37,578<br>\$3,543,467                     |

The accompanying notes are an integral part of these financial statements.

# AUTOMATED TRANSFER SYSTEMS, INC. CLARK SANITATION, INC. DISPOSAL INVESTMENTS, INC. AND SUBSIDIARY DISPOSAL TRANSPORTATION, INC. SILVER STATE DISPOSAL COMPANY

#### COMBINED STATEMENT OF INCOME

### YEARS ENDED SEPTEMBER 30, 1977 AND 1976

|                                                            | 1977              | <u> 1976</u>      |
|------------------------------------------------------------|-------------------|-------------------|
| Disposal service revenues                                  | \$8,511,662       | \$7,802,417       |
| Dumping fees                                               | 189,218           | 155,933           |
| Container rentals                                          | 528,405           | 471,673           |
| Real estate rentals                                        | 84,670            | 84,458            |
| Container sales                                            | 23,337            | 9,258             |
| Equipment rentals                                          | 124               | -                 |
| Salvage revenues                                           | <u>21,600</u>     | 21,705            |
| Total operating revenues                                   | 9,359,016         | 8,545,444         |
| Costs and expenses (Note 2)                                | •                 |                   |
| Disposal service expense                                   |                   | ~                 |
| Personnel expense                                          | 3,445,027         | 3,086,185         |
| Truck expense                                              | 2,622,575         | 2,110,579         |
| Transfer station expense                                   | 47,493            | 45,842            |
| Indirect expense                                           | 653,996           | 569,472           |
| Dump operating expense                                     | 535,839           | 541,352           |
| Container rental expense                                   | 172,375           | 156,932           |
| Real estate rental expense                                 |                   | - 700             |
| Operating                                                  | 124,515           | 123,812           |
| Interest                                                   | 27,280            | 32,083            |
| Cost of container sales                                    | 11,987            | 5,159             |
| Administrative and general expense                         | 1,009,960         | 925,709           |
| Total costs and expenses                                   | 8,651,047         | 7,597,125         |
| Operating income                                           | 707,969           | 948,319           |
|                                                            | 707,505           | 5.0,5.5           |
| Other income (expense)                                     |                   | 46-               |
| Gain on sale of equipment                                  | 11,250            | 33,163            |
| Miscellaneous income                                       | 43,810            | 37,165            |
| Interest expense                                           | ( 42,451)         | ( 43,154)         |
| Amortization of excess of cost over net                    |                   |                   |
| assets of subsidiary                                       | ( 3,197)          | ( 3,197)          |
| Contribution to employees' profit-sharing                  | ( . (0 000)       | ( (0 000)         |
| plan (Note 6)                                              | ( 60,000)         | ( 60,000)         |
| Miscellaneous expense                                      | (14,538)          | ( 12,245)         |
| Income before provision for federal income tax             | 642,843           | 900,051           |
| Provision for federal income tax (Note 5)                  | 210,486           | 334,051           |
| Net income (\$21.20 and \$27.75 per common share) (Note 7) | \$ <u>432.357</u> | \$ <u>566,000</u> |

The accompanying notes are an integral part of these financial statements.

### DISPOSAL TRANSPORTATION, INC. BALANCE SHEETS September 30, 1966

| ASSETS                                                                                                     |          |                                  |            |                                     |
|------------------------------------------------------------------------------------------------------------|----------|----------------------------------|------------|-------------------------------------|
|                                                                                                            | _        | Septembe                         | <u>r</u> . | 30, 1966                            |
| CURRENT ASSETS:                                                                                            |          |                                  |            |                                     |
| Cash Accounts Receivable Receivable from customers Less: Reserve for doubtfuls Accounts deemed collectible | \$<br>\$ | 27,540.71<br>441.37<br>27,099.34 | \$         | 70,424.98                           |
| Miscellaneous Receivables Receivables from related company                                                 | ,        | 905.77<br>818.59                 |            |                                     |
| Total Accounts Receivable Prepaid Expenses Total Current Assets                                            |          |                                  | \$         | 28,823.70<br>1,859.63<br>101,108.31 |
| AUTOMOTIVE EQUIPMENT:                                                                                      |          |                                  |            |                                     |
| Costs Basis<br>Less Accumulated Depreciation<br>Book Value                                                 | \$       | 116,586.95<br>56,969.02          | \$         | 59,617.93                           |
| DEFERRED CHARGE:                                                                                           |          |                                  |            |                                     |
| City of North Las Vegas Contract<br>Unamoritized finance charge<br>Organization Expense                    | \$       | 9,179.89<br>1,209.36<br>232.01   |            | 10 621 26                           |
| Total Deferred Charges TOTAL ASSETS                                                                        |          |                                  | \$         | 10,621.26                           |

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CITY OF NORTH LAS VEGAS

# DISPOSAL TRANSPORTATION, INC. BALANCE SHEETS September 30, 1966

### LIABILITIES

| September                                                                                                                                                              | er 3              | 0, 1966                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------------------|
| CURRENT LIABILITIES:                                                                                                                                                   |                   | •                                                           |
| Trade Accounts Payable Equipment Contracts & chattels (Amount due within one year) Accrued expenses Payable Payable to related companies Total Current Liabilities     | \$                | 55,688.64<br>23,672.52<br>4,069.54<br>5,254.84<br>88,685.54 |
| LONG TERM DEBT:                                                                                                                                                        |                   |                                                             |
| Chattel loans Payable-due after one year                                                                                                                               |                   | 32,644.92                                                   |
| Refundable Contract Security Deposit:                                                                                                                                  |                   | 150.00                                                      |
| STOCKHOLDER'S EQUITY:                                                                                                                                                  |                   |                                                             |
| Capital stock issued and outstanding \$ 27,300.35 Capital surplus 8,051.71 Total Capital \$ 35,352.06 Retained Earnings (Deficit) 14,514.98 Total Stockholders' Equity | -<br>-<br>-<br>\$ | 49,867.04                                                   |
| TOTAL LIABILITIES                                                                                                                                                      | \$                | 171,347.50                                                  |

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CITY OF NORTH
LAS VEGAS

### DISPOSAL TRANSPORTATION, INC. STATEMENT OF INCOME Year Ended September 30, 1966

|                                                                                                                                                                                 | Year Ended<br>September 30, 1966                                                                          |        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------|
| Disposal Service Foes<br>Not Garbage Fees<br>Equipment Rental Inc.<br>YOTAL OPERATING REVENUE                                                                                   | \$ 215,956.51<br>171.43<br><u>18,242.28</u><br>\$ 234,370.22                                              | }<br>} |
| Doerating Expenses:<br>Personnel solaries & wages<br>Payroll taxes & group insurance                                                                                            | \$ 108,195.47<br>10,360.10                                                                                |        |
| Truck Expenses: Fuel and oil Tires and tubes Insurance & cames Equipment rental Repairs and maintenance Depreciation Uniform & laundry North L. V. Frenchise Bad debt provision | 8,799.02<br>5,532.97<br>3,123.22<br>13,695.24<br>30,757.51<br>6,002.35<br>1,280.53<br>10,691.97<br>298.39 |        |
| Officer salaries: Payroll tax NLV collection fee Direct administration costs Indirect administration costs                                                                      | 7,847.40<br>10,691.99<br>1,836.64<br>9,094.54                                                             |        |
| TOTAL OF SEATING EXPENSE                                                                                                                                                        | \$ 228,207.3                                                                                              | 4      |
| OPEFATING PROFIT OR (LOSS)                                                                                                                                                      | \$ 6,162.8                                                                                                | 8      |
| Other Expenses:<br>Net interest expenses<br>Amortization of Contract                                                                                                            | \$ 2,639.85<br>1,721.24                                                                                   |        |
| TOTAL CTHER EXPENSES Net income before taxes Pederal income tax NET INCOME Investment, credit & special item                                                                    | \$ 4,361.0<br>1,801.7<br>396.3<br>\$ 1,405.4<br>1,228.8                                                   | 0      |
| NET INCOME OR (LOSS) & SPECIAL IT                                                                                                                                               |                                                                                                           | 2      |

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LAC 1.5.5

### DISPOSAL TRANSPORTATION, INC. Analysis of Rate of Return - City of Yorth has Vegas Method Year Ended September 30, 1965

September 30, 1966 "? Ways Working Dapital: Annual cash expense for period 10-1-65-9-30-65 Working rapical - 45 days \$ 28,117.86 Flant and equipment - Book Value 59,617.93 \$ 67,735.79 Total Rate Pase Net Leture Decemberation: Met Income per books before taxes. \$ 1,301.79 Augs Amoustraction of Caty Contract 1,721.24 \$ 3,523.03 Intol Potvision for Fractial Taxes 775.07 ross: Investment Credit 1,228.82 453.75 ADJUSTED NEW TROOMS \$ 3,276.78

RATE OF RETURN

4.53%

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City of north Las vegas

9/30/67

### DISPOSAL TRANSPORTATION, INC.

### INDEX TO FINANCIAL STATEMENTS

| BALANCE SHEET - ASSETS                  | 9-30-67 | 1            |
|-----------------------------------------|---------|--------------|
| BALANCE SHEET - LIABILITIES AND CAPITAL | 9-30-67 | 2            |
| BALANCE SHEET - ASSETS                  | 9-30-66 | 3            |
| BALANCE SHEET - LIABILITIES AND CAPITAL | 9-30-66 | 4            |
| STATEMENT OF INCOME                     | 9-30-67 | . <b>5</b> . |
| STATEMENT OF INCOME                     | 9-30-66 | 6            |
| ANALYSIS OF RATE OF RETURN              | 9-30-67 | 7            |
| ANALYSIS OF RATE OF RETURN              | 9-30-66 | 8            |
| SCHEDULE OF PROJECTED RAISE IN RATES    |         | 9            |
| ANALYSIS OF GROWTH FACTOR               |         | 10           |

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## DISPOSAL TRANSPORTATION, INC. BALANCE SHEETS September 30, 1967

### ASSETS

|                                                                                                                                                        | September                              | 30, 1967                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------------------------------------------|
| CURRENT ASSETS:                                                                                                                                        |                                        |                                          |
| Cash in Banks Accounts Receivable: Receivable from customers Less: Reserve for doubtful accounts Accounts deemed collectible Miscellaneous Receivables | \$ 28,971.09<br>465.21<br>\$ 28,505.88 | \$ 5,110.37                              |
| Total Accounts Receivable Prepaid Expenses Total Current Assets                                                                                        | 352.49                                 | \$ 28,858.37<br>2,853.18<br>\$ 36,821.92 |
| AUTOMOTIVE EQUIPMENT:                                                                                                                                  |                                        | •                                        |
| Cost Basis<br>Less: Accumulated Depreciation<br>Book Value                                                                                             | \$ 121,656.63<br>75,792.96             | \$ 45,863.67                             |
| DEFERRED CHARGE:                                                                                                                                       | · .                                    |                                          |
| City of North Las Vegas Contract<br>Organization Expense<br>Total Deferred Charges                                                                     | \$ 7,458.65<br>376.17                  | \$ 7,834.82                              |
| TOTAL ASSETS                                                                                                                                           |                                        | \$ 90,520.41                             |

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CITY OF NORTH
LAS VEGAS

### DISPOSAL TRANSPORTATION, INC. BALANCE SHEETS September 30, 1967

### LIABILITIES AND CAPITAL

### CURRENT LIABILITIES: .

Trade Accounts Payable

Equipment Contracts & Chattels

(Amount due within one year)

Accrued Expenses Payable

Payable to Related Companies - Net

Total Current Liabilities

\$ 3,269.02 23,511.81 6,627.26 17,795.14 \$ 51,203.23

### LONG TERM DEBT:

Chattel Loans Payable-Due After One Year Refundable Contract Security Deposit:
Total Long Term Debt
Total Liabilities

\$ 29,434.91 150.00 \$ 29,584.91 \$ 80,788.14

### STOCKHOLDER'S EQUITY:

Capital Stock Issued And Outstanding Capital Surplus
Total Capital
Retained Earnings (Deficit)
Total Stockholder's Equity

\$ 27,280.02 8,051.71 \$ 35,331.73 ( 25,599.46)

9,732.27

TOTAL LIABILITIES AND CAPITAL

s 90,520.41



### DISPOSAL TRANSPORTATION, INC. STATEMENT OF INCOME Year Ended September 30, 1967

|                                                                                                                                                                                                                                                                                                                                          |     | Year Ende<br>September                                                                                                                                                |            | , 1967                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------------------------------------|
| Disposal Service Fees Wet Garbage Fees Equipment Rental Income TOTAL OPERATING REVENUE                                                                                                                                                                                                                                                   | ٠   |                                                                                                                                                                       |            | 216,687.24<br>171.60<br>34,914.80<br>251,773.64 |
| Operating Expenses: Personnel Salaries & Wages Payroll Taxes & Group Insurance                                                                                                                                                                                                                                                           | \$. | 126,893.91<br>11,504.15                                                                                                                                               |            | ,                                               |
| Truck Expenses:  Fuel and Oil Tires and Tubes Insurance and Taxes Equipment Rental Repairs and Maintenance Depreciation Uniform and Laundry Damage Claims North Las Vegas Franchise Pees Provision for Bad Debt Officer Salaries, Payroll Taxes North Las Vegas Collection Fee Direct Administration Costs Indirect Administration Costs | \$  | 7,499.97<br>8,084.34<br>1,987.70<br>14,298.27<br>32,563.46<br>38,711.00<br>1,084.43<br>626.77<br>10,718.41<br>23.84<br>10,117.00<br>10,718.41<br>3,301.21<br>9,649.43 | - \$       | 287,782.30                                      |
| NET OPERATING (LOSS)                                                                                                                                                                                                                                                                                                                     |     | 1                                                                                                                                                                     | (\$        | 36,008.66)                                      |
| Other Income: State Fuel Tax Refunds Miscellaneous Other Income SUB-TOTAL                                                                                                                                                                                                                                                                | \$  | 611.30<br>251.83                                                                                                                                                      | -( -       | 861.13<br>35,145.53)                            |
| Other Expenses: Interest Expense Amortization of Contract Miscellaneous non-operating expense                                                                                                                                                                                                                                            | \$  | 5,129.26<br>1,721.24<br>167.14                                                                                                                                        | - <b>.</b> | 7,017.64                                        |
| NET LOSS BEFORE GAIN ON SALE OF ASSETS                                                                                                                                                                                                                                                                                                   |     |                                                                                                                                                                       | (\$        | 42,163.17)                                      |
| Gain On Sale Of Assets                                                                                                                                                                                                                                                                                                                   |     |                                                                                                                                                                       |            | 2,048.73                                        |
| NET LOSS                                                                                                                                                                                                                                                                                                                                 |     |                                                                                                                                                                       | (\$        | 40,114.44)                                      |

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GITY OF NORTH

DISPOSAL TRANSPORTATION, INC. Analysis of Rate of Return - City of Horth Las Veges Method Year Ended September 30, 1967

September 30, 1967

45 Days Working Comital:

Annual cash expense for period 10-1-66 to 9-30-67

. Working capital - 45 days Plant and equipment - Book Value Total Rate Base

\$254,343.86

\$ 31,792.98 45,863.67 \$ 77,656.65

Not Income Detrominaliza:

Met lose per books Add: Amostrassion of Guty Contract

(5,40,114.44)1,721.24

ADDUSTED NET LOSS

(S 38,393.20)

RATE OF REPURN

MICRO FILMED FEB 25 1072 CITY OF NOTTH LAS VEGAS

# DISPOSAL TRANSPORTATION. INC. Schodule of Projected Rate of Return and Required Raise in Rates December, 1967

Invested Capital - North Las Vegas Formula - September 30, 1967 \$ 77,656.65

Net income should range between 10% and 15% of invested capital per annum or \$7,765.67 and \$11,648.50

| Percentage of roturn on invested capital                                                                                                                                   | 1.0%                                                                              | 15%                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Gross Revenues Less Operating Costs Net Revenues Less Additional franchise fee and collection charge Net Income before Federal Income Tax Provision for Federal Income Tax | \$310,800.00<br>294,800.00<br>16,000.00<br>e 5,900.00<br>\$ 10,100.00<br>2,220.00 | \$315,300.00<br>294,800.00<br>21,000.00<br>6,400.00<br>\$ 14,600.00<br>3,210.00 |
| Net Income                                                                                                                                                                 | \$ 7,880.00                                                                       | \$ 11,390.00                                                                    |
| Incresse in gross revenue required                                                                                                                                         | \$ 59,000.00                                                                      | \$ 64,000.00                                                                    |
| Percentage of increase in rates required                                                                                                                                   | 23.4%                                                                             | 25.4%                                                                           |

A 25% increase in rates would return 13.7% on invested capital.

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CITY OF NORTH

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | MONTHL | <u>(4)</u>                | 10 PARRY  | NE DEFROCIONS  | <u> </u> | 1701112 (O)  | 66027      |                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------------------|-----------|----------------|----------|--------------|------------|------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | RAYE   | <del></del>               | 5x.020    | SE             | (        | 6.2. FB1186  | 1.460 63 6 | (2.05.7) 12/00                           |
| SILVER STATE DISO.<br>(FOR CITY OF LAS UEGAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1.34   |                           | 1 083,53  | 1.32 103 62704 |          | 1,86,166.37  | 223023Vk   | 3650                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
| (FOR UNINCOAFERATSA ARSAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 1.84   |                           |           | 9.57 3/130 13  |          | 617, 299, 20 | 631 58960  | -   '/ / / / / / / / / / / / / / / / / / |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
| MENDERSON DIS POSAL GO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.84   |                           | 132,533   | .13 4289.65    |          | 136 81278    | 144 514.07 | 269                                      |
| (115118 BRSON & BOULDER CITY)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |        |                           |           |                |          |              |            |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
| Picposal FRANK. Go.<br>(FOR NORTH LAS UEGAS)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1,7,7  |                           | 255 398   | 02 3871100     |          | 294109 02    | 25501245   | 37.09                                    |
| (10M 1838811 6W3 06 6W8)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |        |                           | -         |                |          |              |            |                                          |
| TOTALS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |        |                           | 2 054,640 | 05 177757.81   |          | 7,234397.87  | 3259149.62 | 24 70                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |        |                           |           |                |          |              |            |                                          |
| The same and the s |        | -   -   -   -   -   -   - |           |                |          |              |            |                                          |

Enneysis OF COSTS

|                                                   | Cash Introduit                            | & A        | -       | 5:5171 |          |                |        |                |       |          |            |                                                  |                  | 15-7 |      |                    | , pa pro |          | 75.5    |             |          |            |   |         |      |
|---------------------------------------------------|-------------------------------------------|------------|---------|--------|----------|----------------|--------|----------------|-------|----------|------------|--------------------------------------------------|------------------|------|------|--------------------|----------|----------|---------|-------------|----------|------------|---|---------|------|
|                                                   | P. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. |            |         |        |          |                |        |                |       | i li     | BA<br>ACCO | 270,00                                           |                  |      |      | <u>_loob</u><br>6. | ine.     |          | UU<br>T |             | <u> </u> | (,)        |   | <u></u> |      |
| , <del>, , , , , , , , , , , , , , , , , , </del> | company                                   | 1 20 33 10 | 735     | 11.0   | 1        | روم الدري<br>ا | 111    | ا (اع مون<br>ا | 111   | 61906-   |            |                                                  | Wr CV            | 1000 |      |                    | 111      |          |         | _           |          |            | 7 |         |      |
| •                                                 | SILVER STRIE DISP.                        | 65 99      | 177     | 532    | 897      | <b>V</b> 3     | 936 31 | 125            | 760   | 00       | 18,7       | 23.3.5                                           |                  | 043  | 19)  |                    | -14      |          |         |             |          |            |   |         |      |
|                                                   |                                           |            |         |        |          |                |        |                |       |          |            |                                                  |                  |      | .    | . . .              |          |          |         |             |          |            |   |         |      |
|                                                   | CLARK SAN. Co.                            | 10 81      | 8 89    | -0     | -        | 56 1           | (JV 71 | 67             | 471   | 60       | 150        | 2848                                             |                  | 66   | 182  | 47                 | 339.4    | 23       |         |             |          |            |   |         |      |
|                                                   |                                           |            |         |        | -        |                |        |                | -     |          | - - -      |                                                  |                  |      |      |                    |          | -   -  - |         |             |          |            | - |         |      |
|                                                   | HENDERSON DISP. Co.                       | -0-        |         | -6-    |          | 7              | 10892  | 2              | 108   | 92       |            |                                                  | 13               | 071  | 189  |                    | 238.4    | 7        |         |             |          |            |   |         |      |
| - r                                               |                                           |            |         |        |          |                |        |                |       |          | -          |                                                  |                  |      |      |                    |          |          |         |             |          | -          |   |         |      |
|                                                   | DISPOSAL TRANS. Co.                       | -0-        |         |        |          | 33             | 781.05 | 33             | 750   | 05.      |            | 23 84                                            | 1/20             | 6/1  | (53) |                    | -0+      |          |         | · · · · · · |          |            |   |         |      |
| :                                                 |                                           |            |         |        |          |                |        |                | . . . |          |            | - -                                              |                  |      |      |                    |          |          |         |             |          | .  -  -  - |   |         |      |
| •                                                 |                                           |            | -       |        |          |                |        |                |       |          | - - -      |                                                  |                  |      |      |                    | - - -    |          |         |             |          | -  -       | - |         |      |
|                                                   |                                           |            |         |        | :        |                | 1      | -              |       |          |            |                                                  |                  |      |      | -                  |          |          |         |             |          |            |   | - {}    |      |
|                                                   |                                           | 76,817     | 16      | 552.   | 892      | 15/            | 82 99  | 494            | 126   | 57       | 24,5       | 25 67                                            | -1/              | 930  | 2/   | -47                | ,5771    | c .      |         |             |          |            |   |         |      |
|                                                   |                                           |            |         |        |          |                |        |                |       |          |            |                                                  | - - -<br>  - - - |      |      |                    |          |          |         |             | 1        |            |   |         |      |
|                                                   | PERCENT of Home                           | 111 100    | ا ترس ر |        | ک ریمانس |                |        |                |       |          |            |                                                  |                  |      |      |                    |          |          |         |             |          |            |   |         |      |
|                                                   | Canpilein Tox                             |            |         | 2n J.  | S        |                | - - -  |                |       |          |            |                                                  |                  |      |      |                    |          |          |         |             |          |            |   |         | .!!! |
| -                                                 | SILVER STATE 10.39                        | - - -      |         |        | ,        |                |        |                | -     |          |            |                                                  |                  |      | _    |                    |          | -  -     |         |             |          |            | - |         |      |
|                                                   | CLIARK SAN- 6. 10.69                      |            |         |        |          |                |        |                |       | -        |            |                                                  |                  |      |      |                    |          |          |         |             |          |            |   | -       |      |
|                                                   |                                           |            |         |        |          |                |        |                |       |          |            |                                                  |                  |      |      |                    |          |          |         |             |          |            |   |         |      |
|                                                   | Displaced displa .08                      | /0         | -   -   | _      |          |                | 1-1-1- | <u>     </u>   |       | -        |            | <del>                                     </del> |                  |      |      |                    |          | _        |         |             |          | - . -      |   |         |      |
|                                                   |                                           |            | -       |        | -        |                |        |                | ╢┼    | -        |            |                                                  |                  | -  - |      |                    |          |          |         | -           |          | - - -      |   |         |      |
|                                                   |                                           |            |         |        | -        |                |        |                |       |          |            |                                                  |                  |      | _    |                    |          |          |         |             |          |            | . |         |      |
| · i                                               |                                           |            |         |        |          |                |        |                |       |          |            |                                                  |                  |      |      |                    |          |          |         | .           |          |            |   |         |      |
| ,<br>                                             |                                           |            |         |        |          |                |        |                | 111   | <u> </u> |            | 11.                                              |                  |      | _    |                    |          | _  _     |         | _           | me //    |            |   |         | ere. |

### SILVER STATE DISPOSAL COMPANY STATEMENT OF INCOME Year Ended September 30, 1967

| ·                                                                                                   |                        |                                                     |
|-----------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------------|
| Disposal Service Fees Special Pickup Fees Penalties Collected Equipment rental Sub-Contractors fees |                        | \$1,094,724.65' 39,377.65 9,532.15 61,810.67 685.20 |
| Total Operating Revenue                                                                             |                        | \$1,206,130.32                                      |
|                                                                                                     |                        |                                                     |
| Operating Expenses:                                                                                 |                        |                                                     |
| Personnel expense Truck Expense:                                                                    | \$ 547,815.71          | ·<br>·                                              |
| Fuel and Oil                                                                                        | 40,739.55              |                                                     |
| Tire and tubes                                                                                      | 34,405.87              | •                                                   |
| Property and liability insurance                                                                    | 6,834.03               |                                                     |
| Equipment rental                                                                                    | 45,762.48              |                                                     |
| Repairs and maintenance                                                                             | 151,833.10             |                                                     |
| Taxes and licenses                                                                                  | 6,682.20               |                                                     |
| Depreciation                                                                                        | 103,627.04             | •                                                   |
| Uniform and laundry                                                                                 | 4,526.63               |                                                     |
| Damage claim                                                                                        | 3,367.93               | :_                                                  |
| City of Las Vegas franchise fees Provision for doubtful accounts                                    | 53,461.23<br>18,723.35 |                                                     |
| Administrative personnel expense                                                                    | 65,995.77              | •                                                   |
| Administrative Auto and Truck expense                                                               | 5,828.92               |                                                     |
| Administrative general expense                                                                      | 53,935.31              |                                                     |
| Total Operating Expense                                                                             |                        | \$1,143,539.12                                      |
| OPERATING PROFIT                                                                                    | •                      | \$ 62,591.20                                        |
| Other Income:                                                                                       | :                      |                                                     |
| OUICE THEOME.                                                                                       | •                      | •                                                   |
| Gain on sale of equipment                                                                           | \$ 10,352.13           | •                                                   |
| Miscellaneous Non-operating income                                                                  | 6,551:07               | * 4 .                                               |
| Total Other Income                                                                                  |                        | \$ 16,903.20                                        |
| Total                                                                                               |                        | \$ 79,494.40 .                                      |
| Other Expense:                                                                                      |                        |                                                     |
| Other Expense.                                                                                      |                        | ,                                                   |
| Interest and note discount expense                                                                  | \$ 15,031.73           |                                                     |
| Amortization of City of Las Vegas Contract                                                          | 2,990.40               |                                                     |
| Miscellaneous other expense                                                                         | 605.12                 |                                                     |
| Total Other Expense                                                                                 |                        | \$ 18,627.25                                        |
| Net Income before income tax and special items                                                      | •                      | \$ 60,867.15                                        |
| Provision for Income tax and special items                                                          | •                      | 24,000.00                                           |
|                                                                                                     |                        | ٠                                                   |

NET INCOME

### SILVER STATE DISPOSAL COMPANY STATEMENT OF INCOME Year Ended September 30, 1966

| Disposal Service Fees Special Pick-Up Fees Penalties Collected Equipment rental Sub-Contractor fees Total Operating Revenue                                                                                                                                                                                                                                                                                                |                                                              |                                                                                                                                                                   |              | 080,073.<br>34,592.<br>8,996.<br>39,136.<br>2,185.<br>64.984. | .40<br>.97<br>.14<br>.72 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------------------------------------------------------------|--------------------------|
| Operating Expenses:                                                                                                                                                                                                                                                                                                                                                                                                        |                                                              |                                                                                                                                                                   |              |                                                               |                          |
| Personnel expense Truck expense: Fuel and Oil Tires and Tubes Property and liability insurance Equipment rental Repairs and Maintenance Taxes and licenses Depreciation Uniforms and laundry City of Las Vegas franchise fees Damage claims Provision for doubtful accounts Administrative personnel expense Administrative Auto and truck expense Administrative general expense Total Operating Expense OPERATING PROFIT | 51<br>32<br>5<br>19<br>196<br>54<br>4<br>52<br>2<br>31<br>54 | ,822.89<br>,902.49<br>,035.46<br>,579.61<br>,510.68<br>,108.88<br>,651.08<br>,857.51<br>,678.70<br>,462.10<br>,554.85<br>,323.44<br>,403.21<br>,346.02<br>,645.50 |              | 12,932.<br>52,051.                                            |                          |
| Other Income:                                                                                                                                                                                                                                                                                                                                                                                                              |                                                              |                                                                                                                                                                   |              | -                                                             |                          |
| OCHOL THOUMS.                                                                                                                                                                                                                                                                                                                                                                                                              |                                                              |                                                                                                                                                                   | ٠            |                                                               |                          |
| Gain on sale of equipment Miscellaneous Non-operating income Total Other Income                                                                                                                                                                                                                                                                                                                                            | \$ 3                                                         | ,520.21<br>913.76                                                                                                                                                 | <br>\$       | 4,433.                                                        | 97                       |
| Total Other Expense:                                                                                                                                                                                                                                                                                                                                                                                                       |                                                              |                                                                                                                                                                   | \$ <b>\$</b> | 56,485.                                                       | 90                       |
| Interest_and note discount expense Amortization of City of Las Vegas Contract Miscellaneous other expense Total Other Expense                                                                                                                                                                                                                                                                                              | 5                                                            | ,816.20<br>,980.80<br>,431.70                                                                                                                                     |              | יי אי                                                         | 70                       |
| Net Income before income tax and special item<br>Provision for Federal Income Taxes and specia                                                                                                                                                                                                                                                                                                                             |                                                              |                                                                                                                                                                   | \$           | 17,228.<br>39,257.<br>16,776.                                 | 20                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                            | •                                                            |                                                                                                                                                                   |              | •                                                             | ,                        |

NET INCOME

### CLARK SANITATION, INC. STATEMENT OF INCOME Year Ended September 30, 1967

Disposal Service Fees

| Equipment Rental Sub-Contractor Fees Total Operating Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |             | 25   | 5,36 | 7 0      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|------|------|----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      | , ,  | 7.0      |
| Total Operating Revenue                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |      |      | 3.2      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$          | 633  | 3,79 | 9.1      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      |      |          |
| Operating Expenses:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             | ,    |      |          |
| Operating Expenses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |             | • •  |      |          |
| Personnel expenses \$ 227,127.71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |             |      |      |          |
| Truck expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |             |      |      |          |
| Fuel and oil 17,697.53                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |      |      |          |
| Tires and tubes 13,556.38                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             | .*   |      |          |
| Property and liability insurance 3,639.72                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |      |      |          |
| Equipment rental 58,563.04                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |      |      |          |
| Repairs and maintenance 57,378.93                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |      |      |          |
| Taxes and license 2,554.04                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |      |      |          |
| Depreciation 31,130.13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |      |      |          |
| Uniforms and laundry 1,751.77                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |      |      |          |
| Container rental 20,473.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             | •    | •    |          |
| Damage claims 1,527.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |      |      |          |
| Franchise fees-Clark County 30,193.54                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             | •    | •    | Ť.       |
| -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |             |      |      |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      |      |          |
| Net loss from dump operation 47,339.03                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             | •    |      |          |
| Administrative personnel expense 10,818.89                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |             |      | -    |          |
| Administrative general expense 56,652.71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |             |      |      |          |
| Expense of Anti-trust suit 21,427.11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |             |      | - 01 |          |
| Total Operating Expense \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$_         |      | 7,91 |          |
| OPERATING PROFIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$          | 25   | 5,88 | 8.5      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      |      |          |
| Other Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | -           |      |      |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      |      |          |
| graph Gain on sale of equipment and the same of the sa | _           |      | 2,79 | 0.4      |
| e la la Totale de la                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | , <b>\$</b> | 28   | 3,67 | 8.9      |
| Ohlas Persana                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |      |      |          |
| Other Expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |      |      |          |
| Interest and note discount expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             | 3    | 3,38 | 9.0      |
| Net Income before Federal Income Tax and special item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | s           |      | 5,28 |          |
| Provision for Federal Income Taxes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 7           |      | 5,00 |          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             | ···· |      | <u>-</u> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |             |      |      |          |
| NET INCOME                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$          | 19   | 7,28 | 9.9      |

### CLARK SANITATION, INC. STATEMENT OF INCOME Year Ended September 30, 1966

| Disposal Service Fees Penalties Collected Equipment rental Sub-Contractor fees Total Operating Revenues                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                      | \$ 567,338.48<br>3,505.88<br>10,584.31<br>342.85<br>\$ 581,771.52 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Operating Expenses:                                                                                                                                                                                                                                                                                                                                                                                              | ,                                                                                                                                                                                                                    |                                                                   |
| Personnel expense Truck Expense: Fuel and Oil Tires and tubes Property and liability insurance Equipment rental Repairs and maintenance Taxes and licenses Depreciation Uniforms and laundry Container rental Damage claims Franchise fees-Clark County Provision for doubtful Accounts Net loss from dump operations Administrative personnel expense Administrative general expense Expense of anti-trust suit | \$ 195,756.41<br>15,369.61<br>8,799.69<br>4,287.04<br>32,826.13<br>55,422.84<br>1,950.69<br>4,838.13<br>1,627.05<br>22,869.58<br>622.16<br>27,866.16<br>14,764.33<br>38,745.96<br>5,799.85<br>49,356.03<br>21,670.63 | \$ 502,572.29                                                     |
| Total Operating Expense OPERATING PROFIT                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                      | \$ 79,199.23                                                      |
| Other Expense:                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                      |                                                                   |
| Interest and note discount expense Net Income before Federal Income Tax and Provision for Federal Income Tax and spe                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                      | 4,608.97<br>\$ 74,590.26<br>30,593.94                             |

NET INCOME

### HENDERSON DISPOSAL SERVICE, INC.

## STATEMENT OF INCOME

(Unaúdited)

### YEAR ENDED SEPTEMBER 30, 1967

|                                                            | ·                  |                           |
|------------------------------------------------------------|--------------------|---------------------------|
| Operating income:                                          |                    |                           |
| Disposal service revenues:                                 |                    | •                         |
| Municipalities                                             |                    | \$118,032.68              |
| Independent customers                                      |                    |                           |
| Total disposal service revenues                            |                    | 20,379.47<br>138,412.15   |
|                                                            |                    | •                         |
| Less: Disposal service expense before depreciation         |                    | 125,326.60                |
| Disposal service income before depreciation                |                    | 13,085.55                 |
| Large Desirates for the second of the second               |                    |                           |
| Less: Provision for disposal service depreciation          |                    | 4,289.65                  |
| Disposal service net income                                |                    | - 8,795.90                |
| Container rental income                                    | \$ 6,633.50        |                           |
| Less: Repair and maintenance expense                       |                    | •                         |
| Container rental income before depreciation                | 551.00<br>6,082.50 |                           |
| container rental income before depreciation                | 6,002.50           |                           |
| Less: Provision for container rental depreciation          | 1,007.61           | •                         |
| Container rental net income                                | 1,007.01           | 5,074.89                  |
| ,                                                          | • •                | 7,074.07                  |
| Dumping income                                             |                    | 238.47                    |
| Operating income before administrative and general expense | •                  | 14,109,26                 |
|                                                            |                    |                           |
| Less: Administrative and general expense                   |                    | 7,108.92                  |
|                                                            |                    |                           |
| Net income from operations                                 |                    | 7,000.34                  |
| Other income:                                              | •                  | •                         |
| Interest income                                            | בות בו             |                           |
| Rental income                                              | 712.51             | 700 E1                    |
| Nerreal Tricome                                            | 76.00              | <u>788.51</u><br>7.788.85 |
|                                                            |                    | 7,700.05                  |
| Other deductions:                                          |                    |                           |
| Interest expense                                           | 51.36              |                           |
| Charitable contribution                                    | 10.00              |                           |
| Loss on sale of assets                                     | 36.25              | 97.61                     |
|                                                            |                    |                           |
| Net income                                                 |                    | \$_7,691.24               |
|                                                            | •                  |                           |

These financial statements are subject to the accountant's report.

### HENDERSON DISPOSAL SERVICE, INC.

### STATEMENT OF INCOME

(Unaudited)

### YEAR ENDED SEPTEMBER 30, 1966

| Operating income:                                                                                          |                                  |                                          |
|------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------|
| Disposal service revenues:  Municipalities Independent customers  Total disposal service revenues          |                                  | \$125,512.34<br>-22,115.81<br>147,628.15 |
| Less: Disposal service expense before depreciation Disposal service income before depreciation             |                                  | 131,745.67<br>15,882.48                  |
| Less: provision for disposal service depreciation Disposal service net income                              |                                  | 5,225.85<br>10,656.63                    |
| Container rental income  Less: repair and maintenance expense  Container rental income before depreciation | \$ 5,468.50<br>91.00<br>5,377.50 | ·                                        |
| Less: provision for container rental depreciation Container rental net income                              | 1,007.61                         | 4,369.89                                 |
| Dumping income                                                                                             |                                  | 246.00                                   |
| Operating income before administrative expense                                                             |                                  | 15,272.52                                |
| Less: administrative expense  Net income from operations                                                   |                                  | 7,285.76<br>7,986.76                     |
| Other income: Interest Gain on sale of house trailer                                                       | 850.58<br>646.84                 | 1,497.42<br>9,484.18                     |
| Other deductions: Interest expense Charitable contribution                                                 | 236.19                           | 246.19                                   |
| Net income                                                                                                 |                                  | \$ <u>9.237.99</u>                       |

#### DISPOSAL TRANSPORATION, INC. Recap of Depreciation Schedules September 30, 1966 and 1967

| Description                 | Date<br>Acquired | Original<br>Basis | Depreciation<br>Reserve | 1966<br>Depreciation | 1967<br>Depreciation |
|-----------------------------|------------------|-------------------|-------------------------|----------------------|----------------------|
| T-69 1962GMC-25 yd. Body    | 9-1-62           | \$ 21,838.33      | \$ 17,079.15            | \$ 1,903.67          | \$ 142.78            |
| T-70 1963GMC 25 yd. Body    | 4-1-63           | \$ 21,042.44      | \$ 16,943.76            | \$ 2,049.34          | \$ 512.34            |
| T-71 1963GMC 25 yd. Body    | 4-1-63           | \$ 21,042.44      | \$ 16,943.76            | \$ 2,049.34          | \$ 512.34            |
| r-72 1966 White 45 yd. Body | 9-30-66          | \$ 26,331.87      |                         |                      | \$ 13,165.93         |
| T-73 1966 White 45 yd. Body | 9-30-66          | \$ 26,331.87      |                         |                      | \$ 13,165.93         |
| T-74 1967 White 25 yd. Body | 12-1-66          | \$ 26,908.01      |                         |                      | \$ 11,211.68         |
| TOTALS                      |                  | \$143,494,96      | \$ 50,966.67            | \$ 6,002.35          | \$ 38,711.00         |

#### MOTES:

- All trucks, excepting T-69 are on a four (4) year life, double declining method of depreciation computed. Truck T-69 was placed on a five (5) year life, double declining method of depreciation.
- 2. Truck T-69 was Sold on 11-19-66.
- 3. Truck T-70 was Sold on 11-16-67.

## DISPOSAL TRANSPORTATION, INC. Computation of Rate of Return - City of Las Vegas Method Year Ended September 30, 1967

#### INVESTMENT:

| Total Assets                                                                                                                                                                                                                     | \$122,078.44                                 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Add: Excess amount of related company liabilities over related company assets  Total                                                                                                                                             | 17,795.14<br>\$139,873.58                    |
| Deduct: Receivables from related companies Unamortized basis of North Las Vegas Contract Expense of Capital shares Total Adjustments Net Assets  \$ 30,540.13  7,458.65 232.01                                                   | \$ 38,230.79<br>101,642.79                   |
| Less: Accrued franchise fees payable                                                                                                                                                                                             | 895.59                                       |
| NET INVESTMENT                                                                                                                                                                                                                   | \$100,747.20                                 |
| NET INCOME                                                                                                                                                                                                                       |                                              |
| Net Loss, year ended September 30, 1967 Add: Amortization of North Las Vegas Contract ADJUSTED NET LOSS                                                                                                                          | (\$ 39,096.54)<br>1,721.24<br>(\$ 37,375.30) |
| lander var de la comparable de la comparab<br>La comparable de la compa | 15                                           |

RATE OF RETURN ON INVESTED CAPITAL

MOINE TA PROCES SON FOR THE STATE OF THE STA

Verningon : 305 3466

January 15, 1968

Mr. Clay Lynch City Manager City of North Las Vegas North Las Vegas, Nevada

Dear Mr. Lynch:

Pursuant to your request for supplemental financial statements and supporting schedules regarding our application and request for an increase in garbage disposal rates for the City of North Las Vegas and an extension of the existing disposal contract between Disposal Transportation, Inc. and the City of North Las Vegas, as referenced in our initial letter of December 5, 1967, addressed to the mayor and city councilmen, please find, attached, the accompanying documents.

- 1. Audited financial statements of Disposal Transportation, Inc. September 30, 1967
- Silver State Disposal Co. Statement of Income, Year Ended September 30, 1967
- Silver State Disposal Co. Statement of Income, Year Ended September 30, 1966
- Clark Sanitation, Inc. Statement of Income, Year Ended September 30, 1967
- 5. Clark Sanitation, Inc. Statement of Income, Year Ended September 30, 1966
- Henderson Disposal Service, Inc. Statement of Income, Year Ended September 30, 1967
- 7. Henderson Disposal Service, Inc. Statement of Income, Year Ended September 30, 1966
- 8. Disposal Transportation, Inc. Depreciation schedule, fiscal years ended September 30, 1967 and 1966.

 Revised analysis, Rate of Return - City of North Las Vegas Method, Disposal Transportation, Inc. - per audited statement

We respectively and earnestly request that the necessary evaluations be made as expeditiously as possible in order that our request for said increase in rates and extention of the existing contract can be favorably acted upon.

Respectively yours, DISPOSAL TRANSPORTATION, INC.

Lester L. La Fortune

President

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## DISPOSAL TRANSPORTATION, INC. Analysis of Rate of Return - City of North Las Vegas Method (Revised per audited statements) Year Ended September 30, 1967

#### 45 DAYS WORKING CAPITAL:

Annual cash expense: for period 10-1-66 - 9-30-67

\$254,488.02

Working capital - 45 days Plant and equipment - Book Value Total Rate Base

\$ 31,375.35 45,102.21 \$ 76,477.56

#### NET INCOME DETERMINATION:

Net Loss per Books Add: Amortization of City Contract (\$ 39,096.54) 1,721.24

ADJUSTED NET LOSS

(\$ 37,375.30<u>)</u>

RATE OF RETURN

-0-

#### SILVER STATE DISPOSAL COMPANY STATEMENT OF INCOME Year Ended September 30, 1967

| Disposal Service Fees Special Pickup Fees Penalties Collected Equipment rental Sub-Contractors fees Total Operating Revenue Operating Expenses:                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                  | \$1,094,724.65' 39,377.65 9,532.15 61,810.67 685.20 \$1,206,130.32 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|
| Personnel expense Truck Expense: Fuel and Oil Tire and tubes Property and liability insurance Equipment rental Repairs and maintenance Taxes and licenses Depreciation Uniform and laundry Damage claim City of Las Vegas franchise fees Provision for doubtful accounts Administrative personnel expense Administrative Auto and Truck expense Administrative general expense Total Operating Expense OPERATING PROFIT | \$ 547,815.71<br>40,739.55<br>34,405.87<br>6,834.03<br>45,762.48<br>151,833.10<br>6,682.20<br>103,627.04<br>4,526.63<br>3,367.93<br>53,461.23<br>18,723.35<br>65,995.77<br>5,828.92<br>53,935.31 | \$1,143,539.12<br>\$ 62,591.20                                     |
| Other Income:  Gain on sale of equipment Miscellaneous Non-operating income Total Other Income Total                                                                                                                                                                                                                                                                                                                    | \$ 10,352.13<br>6,551.07                                                                                                                                                                         | \$ 16,903.20<br>\$ 79,494.40                                       |
| Interest and note discount expense Amortization of City of Las Vegas Contract Miscellaneous other expense Total Other Expense Net Income before income tax and special items Provision for Income tax and special items                                                                                                                                                                                                 | \$ 15,031.73<br>2,990.40<br>605.12                                                                                                                                                               | \$ 18,627.25<br>\$ 60,867.15<br>24,000.00                          |
| CITY OF LAS VEGAS  RATE \$184                                                                                                                                                                                                                                                                                                                                                                                           | FEB 2 S                                                                                                                                                                                          | , )                                                                |

#### SILVER STATE DISPOSAL COMPANY STATEMENT OF INCOME Year Ended September 30, 1966

| Disposal Service Fees Special Pick-Up Fees Penalties Collected Equipment rental Sub-Contractor fees Total Operating Revenue Operating Expenses:                                                                                                                                                                                                    |    |                                                                                                                                                     | \$1,080,073.12<br>34,592.40<br>8,996.97<br>39,136.14<br>2,185.72<br>\$1,164.984.35 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Personnel expense Truck expense: Fuel and Oil Tires and Tubes Property and liability insurance Equipment rental Repairs and Maintenance Taxes and licenses Depreciation Uniforms and laundry City of Las Vegas franchise fees Damage claims Provision for doubtful accounts Administrative personnel expense Administrative Auto and truck expense | \$ | 545,822.89  51,902.49 32,085.46 5,579.61 19,510.68 196,108.88 5,651.08 64,857.51 4,678.70 52,462.10 2,554.85 31,323.44 54,403.21 5,346.02 40,645.50 |                                                                                    |
| Total Operating Expense OPERATING PROFIT                                                                                                                                                                                                                                                                                                           |    |                                                                                                                                                     | \$1,112,932.42 \$ 52,051.93                                                        |
| Other Income:  Gain on sale of equipment Miscellaneous Non-operating income Total Other Income Total                                                                                                                                                                                                                                               | \$ | 3,520.21<br>913.76                                                                                                                                  | \$ 4,433.97<br>\$ 56,485.90                                                        |
| Other Expense:                                                                                                                                                                                                                                                                                                                                     |    |                                                                                                                                                     |                                                                                    |
| Interest and note discount expense Amortization of City of Las Vegas Contract Miscellaneous other expense Total Other Expense Net Income before income tax and special items Provision for Federal Income Taxes and special                                                                                                                        |    | 9,816.20<br>5,980.80<br>1,431.70                                                                                                                    | \$\ \ \begin{array}{cccccccccccccccccccccccccccccccccccc                           |
| NET INCOME                                                                                                                                                                                                                                                                                                                                         | 7) | ANGEL ALANGE                                                                                                                                        | \$ 22,481.03                                                                       |

CITY OF LAS VEGAS

#### CLARK SANITATION, INC. STATEMENT OF INCOME Year Ended September 30, 1967

| Disposal Service Fees Penalties Collected Equipment Rental Sub-Contractor Fees Total Operating Revenue                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                       | \$<br>\$       | 604,309.49<br>3,779.48<br>25,367.02<br>343.20<br>633,799.19 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------|
| Operating Expenses:                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                       |                |                                                             |
| Personnel expenses Truck expenses Fuel and oil Tires and tubes Property and liability insurance Equipment rental Repairs and maintenance Taxes and license Depreciation Uniforms and laundry Container rental Damage claims Franchise fees-Clark County Provision for doubtful accounts Net loss from dump operation Administrative personnel expense Administrative general expense Expense of Anti-trust suit Total Operating Expense  OPERATING PROFIT | 227,127.71<br>17,697.53<br>13,556.38<br>3,639.72<br>58,563.04<br>57,378.93<br>2,554.04<br>31,130.13<br>1,751.77<br>20,473.80<br>1,527.80<br>30,193.54<br>6,078.48<br>47,339.03<br>10,818.89<br>56,652.71<br>21,427.11 | \$ <b>\$</b>   | 607,910.61                                                  |
| Other Income                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                       |                |                                                             |
| Gain on sale of equipment<br>Total                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                       | ş <sup>_</sup> | 2,790.41<br>28,678.99                                       |
| Other Expense                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                       |                | ·                                                           |
| Interest and note discount expense Net Income before Federal Income Tax and special item Provision for Federal Income Taxes                                                                                                                                                                                                                                                                                                                               | n                                                                                                                                                                                                                     | \$<br>_        | 3,389.09<br>25,289.90<br>6,000.00                           |
| NET INCOME                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                       | \$_            | 19,289.90                                                   |

UNINCORPORATED AREAS

RATE \$ 1.80



#### CLARK SANITATION, INC. STATEMENT OF INCOME Year Ended September 30, 1966

| Disposal Service Fees Penalties Collected Equipment rental Sub-Contractor fees Total Operating Revenues                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                      | \$ 567,338.48<br>3,505.88<br>10,584.31<br>342.85<br>\$ 581,771.52 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Operating Expenses:                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                      |                                                                   |
| Personnel expense Truck Expense: Fuel and Oil Tires and tubes Property and liability insurance Equipment rental Repairs and maintenance Taxes and licenses Depreciation Uniforms and laundry Container rental Damage claims Franchise fees-Clark County Provision for doubtful Accounts Net loss from dump operations Administrative personnel expense Administrative general expense Expense of anti-trust suit Total Operating Expense | \$ 195,756.41<br>15,369.61<br>8,799.69<br>4,287.04<br>32,826.13<br>55,422.84<br>1,950.69<br>4,838.13<br>1,627.05<br>22,869.58<br>622.16<br>27,866.16<br>14,764.33<br>38,745.96<br>5,799.85<br>49,356.03<br>21,670.63 | \$ 502,572.29<br>\$ 79,199.23                                     |
| OPERATING PROFIT                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                      | \$ 79,199.23                                                      |
| Other Expense:  Interest and note discount expense Net Income before Federal Income Tax and special Provision for Federal Income Tax and special                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                      | 4,608.97<br>\$ 74,590.26<br>30,593.94                             |
| NET INCOME                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                      | \$ 43,996.32                                                      |

UNINCORPORATED AREAS

#### HENDERSON DISPOSAL SERVICE, INC.

#### STATEMENT OF INCOME

(Unaúdited)

#### YEAR ENDED SEPTEMBER 30, 1967

| Operating income:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------|
| Disposal service revenues:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |                           |
| Municipalities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        | \$118,032.68              |
| Independent customers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        | 20,379.47                 |
| Total disposal service revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        | 138,412.15                |
| Less: Disposal service expense before depreciation Disposal service income before depreciation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        | 125,326.60<br>13,085.55   |
| Less: Provision for disposal service depreciation<br>Disposal service net income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                        | 4,289.65<br>8,795.90      |
| Container rental income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 6,633.50            |                           |
| Less: Repair and maintenance expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |                           |
| Container rental income before depreciation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 551.00<br>6,082.50     |                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | ,                      |                           |
| Less: Provision for container rental depreciation Container rental net income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1,007.61               | 5,074.89                  |
| Dumping income Operating income before administrative and general expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        | 238.47<br>14,109.26       |
| Less: Administrative and general expense                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                        | 7,108.92                  |
| Net income from operations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | •                      | 7,000.34                  |
| Other income:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                        |                           |
| Interest income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 712.51                 |                           |
| Rental income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 76.00                  | <u>788.51</u><br>7.788.85 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | •                      | 7,788.85                  |
| The same of the sa |                        |                           |
| Other deductions:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | rı 26                  |                           |
| Interest expense Charitable contribution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 51. <b>36</b><br>10.00 |                           |
| Loss on sale of assets                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 36.25                  | 97.61                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                           |
| Net income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        | \$ <u>7,691.24</u>        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |                           |

These financial statements are subject to the accountant's report.

Rate #1.84 HENDERSON & BOULDER City-3-

#### HENDERSON DISPOSAL SERVICE, INC.

### STATEMENT OF INCOME

(Unaudited)

#### YEAR ENDED SEPTEMBER 30, 1966

| Operating income: Disposal service revenues: Municipalities Independent customers Total disposal service revenues |                                  | \$125,512.34<br><u>22,115.81</u><br>147,628.15 |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------|------------------------------------------------|
| Less: Disposal service expense before depreciation Disposal service income before depreciation                    |                                  | 131,745.67<br>15,882.48                        |
| Less: provision for disposal service depreciation Disposal service net income                                     | •                                | 5,225.85<br>10,656.63                          |
| Container rental income Less: repair and maintenance expense Container rental income before depreciation          | \$ 5,468.50<br>91.00<br>5,377.50 |                                                |
| Less: provision for container rental depreciation Container rental net income                                     | 1,007.61                         | 4,369.89                                       |
| Dumping income                                                                                                    | •                                | 246,00                                         |
| Operating income before administrative expense                                                                    |                                  | 15,272.52                                      |
| Less: administrative expense                                                                                      |                                  | 7,285.76                                       |
| Net income from operations                                                                                        |                                  | 7,986.76                                       |
| Other income: Interest Gain on sale of house trailer                                                              | 850.58<br>646.84                 | 1,497.42<br>9,484.18                           |
| Other deductions: Interest expense Charitable contribution                                                        | 236.19<br>10.00                  | 246.19                                         |
| Net income                                                                                                        |                                  | \$ <u>9.237.99</u>                             |

HENDERSON + BOULDER City
RATE \$ 1.80

#### DISPOSAL TRANSPORATION, INC. Recap of Depreciation Schedules September 30, 1966 and 1967

| Description                        | Date<br>Acquired | Original<br>Basis | Depreciation<br>Reserve | 1966<br>Depreciation | 1967<br>Depreciation |
|------------------------------------|------------------|-------------------|-------------------------|----------------------|----------------------|
| <b>T-69 1962GMC-25</b> yd. Body    | 9-1-62           | \$ 21,838.33      | \$ 17,079.15            | \$ 1,903.67          | \$ 142.78            |
| T-70 1963GMC 25 yd. Body           | 4-1-63           | \$ 21,042.44      | \$ 16,943.76            | \$ 2,049.34          | \$ 512.34            |
| T-71 1963GMC 25 yd. Body           | 4-1-63           | \$ 21,042.44      | \$ 16,943.76            | \$ 2,049.34          | \$ 512.34            |
| <b>T-72</b> 1966 White 45 yd. Body | 9-30-66          | \$ 26,331.87      |                         |                      | \$ 13,165.93         |
| T 1966 White 45 yd. Body           | 9-30-66          | \$ 26,331.87      |                         |                      | \$ 13,165.93         |
| <b>T-74</b> 1967 White 25 yd. Body | 12-1-66          | \$ 26,908.01      |                         |                      | \$ 11,211.68         |
| TOTALS                             |                  | \$143,494,96      | \$ 50,966.67            | \$ 6,002.35          | \$ 38,711.00         |

#### NOTES:

- All trucks, excepting T-69 are on a four (4) year life, double declining method of depreciation computed. Truck T-69 was placed on a five (5) year life, double declining method of depreciation.
- 2. Truck T-69 was Sold on 11-19-66.
- 3. Truck T-70 was Sold on 11-16-67.

#### LAS VEGAS REVIEW-JOURNAL

## AFFIDAVIT OF PUBLICATION

STATE OF NEVADA) COUNTY OF CLARK)

SS

| of Nevada, and that the        | eing first duly sworn, deposes and says that he is Business Manager for JOURNAL, a daily newspaper at Las Vegas, in the County of Clark, State attached was continuously published in said newspaper for a period of insertions from period of to inclusive, being the issue of said newspaper for the following dates, |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| April 30, 1988<br>May 14, 1988 |                                                                                                                                                                                                                                                                                                                         |

That said newspaper was regularly issued and circulated on each of the dates above named.

NOTICE TO ALL INHABITANTS OF THE CITY OF NORTH LAS VEGAS, NEVADA AND TO ALL CUSTOM-ERS OF THE CARBAGE UTILITY OF OF THE CITY OF NORTH LAS VEGAS, NEVADA NOTICE IS HEREBY GIVEN that the City Council of the City of North Las Vegas, Nevada, will hold a Public Hearing on Wednesdoy, June 1, 1988 at 7:00 P.M., in the Council Chambers at City Holl, 2200 Civic Center Drive, to consider a change in the garbage rate schedule. The proposed garbage rate schedule is on file and avoilable for public examination in the City Citer's Office, City Holl, 2200 Civic Center Drive, North Las Vegas, Nevada.

Any and all Interested persons may Nevada. Any and all interested persons

Any and all interested persons may appear before the North Las Vegas City Council in person or by counsel and may object to or express approval of the proposed garbage rate schedule changes or may, prior to the Hearing, file with the City Clerk's Office written objections thereto or approval thereof.

VYTAS VAITKUS
Finance Director
PUB: April 30, May 14, 1988

PUB: April 30, May 14

GEORGE J. VASCONI

Subscribed and sworn to before me

day of

NOTAR PUBLIC, IN AND FOR CLARK

COUNTY, NEVADA

MARJORIE E. OUELLETTE Notary Public - State of Nevada

**CLARK COUNTY** 

My Appointment Expires Dec. 2, 1989

#### COMBINED FINANCIAL STATEMENTS

#### YEARS ENDED SEPTEMBER 30, 1982 AND 1981

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| Statements of changes in financial position   | 5     |
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#### LAVENTHOL & HORWATH



CERTIFIED PUBLIC ACCOUNTANTS

VALLEY BANK CENTER, 7™ FLOOR IOI CONVENTION CENTER DRIVE LAS VEGAS, NEVADA 89109 1702) 737-5533

A MEMBER OF HORWATH & HORWATH INTERNATIONAL WITH AFFILIATED OFFICES WORLDWIDE

Board of Directors
Automated Transfer Systems, Inc.
Clark Sanitation, Inc.
Disposal Investments, Inc. and Subsidiary
Disposal Transportation, Inc.
Silver State Disposal Company
Las Vegas, Nevada

We have examined the combined balance sheet of the above-named Companies as at September 30, 1982 and the related combined statements of income, retained earnings and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances. The combined financial statements of the Companies for the year ended September 30, 1981 were examined by Swarts Bowler Gamett, Chartered, whose report dated January 22, 1982 expressed an unqualified opinion on those statements. Effective November 1, 1982, Swarts Bowler Gamett, Chartered merged with Laventhol & Horwath.

In our opinion, the financial statements referred to above present fairly the combined financial position of the above-named Companies at September 30, 1982 and the results of their combined operations and the changes in their combined financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Laventhal & Howath

November 24, 1982

#### COMBINED BALANCE SHEETS

#### SEPTEMBER 30, 1982 AND 1981

| ASSETS                                                                                                                        |                             | :                                  | LIABILITIES AND STOC                                                                         | KHOLDERS EQUI                   | TY                            |
|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------|----------------------------------------------------------------------------------------------|---------------------------------|-------------------------------|
|                                                                                                                               | 1982                        | 1981                               |                                                                                              | 1982                            | 1981                          |
| Current assets: Cash (Note 3) Accounts receivable: Trade                                                                      | \$ 585,034<br>1,112,739     | \$ 1,625,906<br>1,045,808          | Current liabilities: Accounts payable, trade Current maturities of long- term debt (Note 3): | \$ 543,302                      | \$ 351,281                    |
| Less allowance for doubtful accounts ( Receivable from Internal Revenue Service                                               | 197,171)<br>244,385         |                                    | Chattel mortgages and real estate mortgage payable Bonds Construction contracts payable      | 1,184,894<br>215,312<br>890,442 | 1,421,418<br>192,440          |
| Other accounts and notes<br>receivable<br>Inventories<br>Prepaid expenses                                                     | 21,356<br>116,168<br>52,828 | 2,897<br>99,624<br>70,746          | Accrued liabilities: Federal income taxes Franchise fee Profit-sharing contribution Interest | 199,129<br>50,000               | 384,304<br>208,532<br>125,000 |
|                                                                                                                               |                             |                                    | Other                                                                                        | 270,732<br>254,035              | 278,831<br>313,920            |
| Total current assets                                                                                                          | 1,935,339                   | 2,683,417                          | Total current liabilities                                                                    | 3,607,846                       | 3,275,726                     |
| Property and equipment, at cost (Notes 2 and 3) Less accumulated depreciation (                                               | 21,099,301<br>8,273,751)    | 13,115,063<br>( <u>6,886,501</u> ) | Long-term debt (Note 3): Chattel mortgages and real estate mortgage payable Bonds            | 1,271,277<br>6,592,247          | 1,641,134<br>6,807,560        |
| Bond reserve funds (Note 3)                                                                                                   | 12,825,550<br>724,386       | 6,228,562                          | •                                                                                            | 7,863,524                       | 8,448,694                     |
| Intangible assets: Goodwill Excess of cost over net assets of subsidiary net of accumula-                                     | 5,397                       | 5,397                              | Refundable security deposits  Deferred credits: Deferred Federal income tax Unearned revenue | 1,050<br>18,045<br>29,894       | 1,050<br>5,821<br>61,300      |
| ted amortization (\$25,042 in 1982 and \$21,845 in 1981)                                                                      | 99,631                      | 102,828                            |                                                                                              | 47,939                          | 67,121                        |
| Other assets:                                                                                                                 | 105,028                     | 108,225                            | Stockholders' equity: Capital stock, no par value, common, at paid-in value                  | . <br> <br>                     |                               |
| Bond issue costs net of accumu-<br>lated amortization (\$31,706 in<br>1982 and \$7,083 in 1981)<br>Franchise contracts net of | 449,569                     | 474,191                            | (Note 7) Additional paid-in capital Retained earnings Less common stock held in              | 329,482<br>8,124<br>4,199,710   | 329,483<br>8,124<br>3,615,962 |
| accumulated amortization (\$125,596 in 1982 and \$122,606 in 1981) Other                                                      | 9,968<br>7,435              | 12,958<br>7,545                    | treasury, at cost                                                                            | 4,536,916                       | 3,953,169                     |
| •                                                                                                                             | 466,972                     | 494,694                            |                                                                                              |                                 |                               |
|                                                                                                                               | \$ 16,057,275               | \$ 15,745,760                      |                                                                                              | \$ 16,057,275                   | \$ 15,745,760                 |

See notes to combined financial statements.

#### COMBINED STATEMENTS OF INCOME

#### YEARS ENDED SEPTEMBER 30, 1982 AND 1981

| One we his management                                    | 1982          | 1981                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Operating revenues: Disposal service revenues            | \$ 17,197,933 | \$ 16,802,236                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Dumping fees                                             | 575,658       | 534,094                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Container rentals                                        | 1,136,106     | 1,009,866                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Real estate rentals                                      | 101,681       | 165,222                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Container sales                                          | 7,713         | 46,133                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Salvage revenues                                         | 3,680         | 2,700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Total operating revenues                                 | 19,022,771    | 18,560,251                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Costs and expenses:                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Disposal service expense:                                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Personnel expense                                        | 7,143,489     | 6,396,154                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Truck expense                                            | 5,255,411     | 5,026,941                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Transfer station expense                                 | 244,863       | 51,522                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Indirect expense                                         | 1,389,444     | 1,474,062                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Dump operating expense                                   | 1,495,463     | 1,115,723                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Container rental expense                                 | 310,577       | 340,567                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Real estate rental expense:                              |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Operating                                                | 155,171       | 172,499                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Interest                                                 | 14,516        | 22,139                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Cost of container sales                                  | 2,023         | 9,388                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Administrative and general expense                       | 1,926,159     | 1,687,430                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Total costs and expenses                                 | 17,937,116    | 16,296,425                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Operating income                                         | 1,085,655     | 2,263,826                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Other income (expense):                                  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Interest income                                          | 336,219       | 353,506                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Gain on sale of equipment                                | 110,655       | 53,844                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Miscellaneous income                                     | 22,634        | 54,151                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Interest expense                                         | ( 615,092)    | ( 534,785)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Amortization of excess of cost over net                  | / 2 107\      | , , , , , , , , , , , , , , , , , , , ,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| assets of subsidiary<br>Amortization of bond issue costs | ( 3,197)      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Contribution to employees' profit-                       | ( 24,622)     | ( 7,083)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| sharing plan (Note 5)                                    | ( 50,000)     | ( 125,000)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Miscellaneous expense                                    | (47,009)      | The state of the s |
| Income before federal income tax                         | 815,243       | 2,035,170                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Federal income tax (Note 4)                              | 2,039         | 594,628                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Net income                                               | \$ 813,204    | \$ 1,440,542                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                                          | <del></del>   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

See notes to combined financial statements.

#### COMBINED STATEMENTS OF RETAINED EARNINGS

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

|                                                | 1982         | 1981         |
|------------------------------------------------|--------------|--------------|
| Balance, beginning of year                     | \$ 3,615,962 | \$ 2,404,874 |
| Add net income                                 | 813,204      | 1,440,542    |
| •                                              | 4,429,166    | 3,845,416    |
| Deduct cash dividends on common stock (Note 7) | 229,456      | 229,454      |
| Balance, end of year                           | \$ 4,199,710 | \$ 3,615,962 |

#### COMBINED STATEMENTS OF CHANGES IN FINANCIAL POSITION

#### YEARS ENDED SEPTEMBER 30, 1982 AND 1981

| Course of funds.                                                                                                                                                        |     | 1982                                  | _                  | 1981                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|---------------------------------------|--------------------|---------------------------------------------------------------------|
| Source of funds: Net income Add (deduct) items not affecting                                                                                                            |     | \$ 813,204                            | Ş                  | 1,440,542                                                           |
| working capital:<br>Depreciation (Note 2)<br>Amortization                                                                                                               |     | 1,743,837<br>30,919                   |                    | 1,804,699<br>13,380                                                 |
| Deferred credits realized Gain on sale of equipment                                                                                                                     | (   | 19,182)<br>110,655)                   | (_                 | 194)<br>53,884)                                                     |
| Working capital provided from                                                                                                                                           |     | 1,644,919                             | _                  | 1,764,001                                                           |
| operations                                                                                                                                                              |     | 2,458,123                             |                    | 3,204,543                                                           |
| Proceeds from issuance of long-term debt<br>Proceeds from sales of equipment<br>Additions to unearned revenues<br>Deposits refunded                                     | Ė   | 897,099<br>175,684                    |                    | 8,435,264<br>66,350<br>282<br>8,510                                 |
| Bond reserve funds used Decrease in working capital                                                                                                                     | •   | 5,506,476<br>1,080,198                | _                  | 0,310                                                               |
|                                                                                                                                                                         |     | \$ 10,117,580                         | \$                 | 11,714,949                                                          |
| Application of funds: Acquisition of property and equipment Reduction of long-term debt Dividends Bond issue costs Bond proceeds in reserve Increase in working capital |     | . 8,405,854<br>· 1,482,270<br>229,456 | _                  | 3,032,833<br>1,686,140<br>229,454<br>481,274<br>6,230,862<br>54,386 |
|                                                                                                                                                                         | *   | \$ 10,117,580                         | \$<br><del>=</del> | 11,714,949                                                          |
| Summary of net increase (decrease) in working capital:                                                                                                                  |     |                                       | _                  |                                                                     |
| Cash<br>Accounts receivable (net)<br>Inventories                                                                                                                        | (   | \$ 1,040,872)<br>294,168<br>16,544    | \$                 | 1,035,169<br>17,525<br>959                                          |
| Prepaid expenses<br>Accounts payable                                                                                                                                    | (   | 17,918)<br>192,021)                   | ,                  | 8,692<br>52,303)                                                    |
| Current maturities of long-term debt<br>Construction contracts payable                                                                                                  | (   | 213,652<br>890,442)                   | ì                  | 424,741)                                                            |
| Accrued liabilities                                                                                                                                                     | -   | 536,691                               | (                  | 530,915)                                                            |
|                                                                                                                                                                         | ( : | \$ 1,080,198)                         | \$                 | 54,386                                                              |

NOTES TO COMBINED FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 1. Summary of accounting policies:

Basis of combined statements:

The combined financial statements include the accounts of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., and its wholly-owned subsidiary, Henderson Disposal Service, Inc., Disposal Transportation, Inc. and Silver State Disposal Company. All material intercompany accounts and transactions have been eliminated.

#### Inventories:

Inventories of parts and supplies are valued at the lower of cost, determined by first-in, first-out method, or market.

Property and equipment:

Depreciation of property and equipment is provided over the estimated useful lives of the assets by the straight-line or accelerated methods.

Intangible assets:

The excess of cost over net assets of subsidiary acquired is being amortized over a 40-year period using the straight-line method.

Investment tax credit:

Income tax expense is reduced for the period in which fixed asset expenditures create an investment tax credit (flow-through method).

2. Property, plant and equipment:

Property, plant and equipment, together with annual depreciation rates consist of the following:

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

#### YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 2. Property, plant and equipment (continued):

| •                                                                                                               | 1982                                                           | 1981                                                                      | Annual rates                               |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------------------------|--------------------------------------------|
| Land Buildings and improvements Automotive equipment Rental containers Other equipment Construction in progress | \$ 863,804<br>7,070,329<br>6,136,170<br>1,522,700<br>5,506,298 | \$ 863,804<br>1,380,631<br>5,686,787<br>1,395,220<br>3,325,604<br>463,017 | 2.5 to 20%<br>20 to 33%<br>17%<br>7 to 50% |
|                                                                                                                 | \$21,099,301                                                   | \$13,115,063                                                              |                                            |

Depreciation expense charged to income was \$1,743,837 and \$1,804,699 in 1982 and 1981, respectively.

Construction in progress is the accumulated costs of the new solid waste disposal facility financed principally through the bond issue described in Note 3.

#### 3. Long-term debt:

Long-term obligations payable of the combined Companies are summarized as follows:

|                                              | Interest           | Amo         | ount _      | Net book<br>value<br>of assets | Monthly payments, principal and |
|----------------------------------------------|--------------------|-------------|-------------|--------------------------------|---------------------------------|
| Date                                         | <u>rate</u>        | Current     | Long-term   | pledged                        | interest                        |
| September 30,<br>1982                        |                    |             |             |                                |                                 |
| Bonds                                        | 10-1/4 to          |             |             |                                |                                 |
| _                                            | 12-1/4%            | \$ 215,312  | \$6,592,247 | \$ 8,196,132                   | \$ 90,825                       |
| Real estate<br>mortgage<br>Chattel mortgages | 7-1/2<br>11-1/2 to | 49,353      | 264,048     | 616,162                        | 5,932                           |
| accal moregages                              | 18%                | 1,135,541   | 1,007,229   | 2,263,296                      | 130,725                         |
|                                              |                    | \$1,400,206 | \$7,863,524 | \$11,075,590                   | \$ 227,482                      |

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 3. Long-term debt (continued):

| Date                                         | Interest<br>rate  | Amc                 | ount<br>Long-term    | Net book<br>value<br>of assets<br>pledged | Monthly payments, principal and interest |
|----------------------------------------------|-------------------|---------------------|----------------------|-------------------------------------------|------------------------------------------|
| September 30,<br>1981                        |                   |                     |                      |                                           |                                          |
| Bonds                                        | 10-1/4 to 12-1/4% | \$ 192,440          | \$6,807,560          | \$ 7,963,044                              | \$ 90,825                                |
| Real estate<br>mortgage<br>Chattel mortgages | 7-1/2             | 45,797<br>1,375,621 | 313,401<br>1,327,733 | 654,724<br>2,855,845                      | 5,932<br>160,829                         |
|                                              |                   | \$1,613,858         | \$8,448,694          | \$11,473,613                              | \$ 257,586                               |

The aggregate maturities of long-term debt during the next five years are approximately as follows:

| Year ended<br>September 30, | Maturities   |  |
|-----------------------------|--------------|--|
| 1983                        | \$ 1,400,206 |  |
| 1984                        | 1,023,980    |  |
| 1985                        | 594,123      |  |
| 1986                        | 358,808      |  |
| 1987                        | 393,387      |  |
| Thereafter                  | 5,493,226    |  |
| •                           | \$ 9,263,730 |  |

In June of 1981, Disposal Investments, Inc. placed in trust the proceeds from the issuance of \$7,000,000 of City of North Las Vegas, Nevada Pollution Control Revenue Bonds, Series 1981A in the amount of \$5,000,000 and Series 1981B in the amount of \$2,000,000.

The proceeds of the 1981A bonds were used for the construction of a transfer station and related facilities at a total cost of \$5,678,311. The total cost includes the net interest cost of the bonds (bond interest expense net of interest earned on bond proceeds invested) in the amount of \$164,877 which was

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 3. Long-term debt (continued):

capitalized as a cost of the project during the period of construction. These bonds are secured by the facilities constructed, the land and the unexpended bond proceeds; as well as being guaranteed by the Small Business Administration.

The proceeds of the 1981B bonds were used to purchase the transfer station equipment at a total cost of \$2,348,214 and are secured by this equipment as well as the unexpended bond proceeds.

Payments on the above bonds are to be made from the revenues of the Companies.

The bond indentures require monies to be held in trust in certain prescribed funds. The transactions in these funds for the years ended September 30, 1982 and 1981 are summarized as follows:

|                                                   | Year ended Se |                         |
|---------------------------------------------------|---------------|-------------------------|
|                                                   | 1982          | 1981                    |
| Series 1981A:<br>Beginning balance                | \$ 4,690,429  |                         |
| Receipts: Bond proceeds Company deposits in trust | 614,350       | \$ 5,025,524<br>165,856 |
| Interest income                                   | 383,306       | 236,579                 |
| Disbursements:                                    | 997,656       | 5,427,959               |
| Bond issue costs                                  |               | 470,104                 |
| Construction costs Bond payments                  | 4,427,466     | 267,426                 |
|                                                   | 5,071,766     | 737,530                 |
| Ending balance                                    | 616,319       | 4,690,429               |

(continued)

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

#### YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 3. Long-term debt (continued):

|                                                                   | Year ended Se         | ptember 30,<br>1981           |
|-------------------------------------------------------------------|-----------------------|-------------------------------|
|                                                                   | 1302                  |                               |
| Series 1981B:<br>Beginning balance                                | 1,827,398             | ·                             |
| Receipts: Bond proceeds Company deposits in trust Interest income | 324,381<br>210,369    | 2,009,111<br>71,984<br>88,276 |
|                                                                   | 534,750               | 2,169,371                     |
| Disbursements: Bond issue costs Equipment purchases Bond payments | 1,610,458<br>324,381  | 11,171<br>330,802             |
|                                                                   | 1,934,839             | 341,973                       |
| Ending balance                                                    | 427,309               | 1,827,398                     |
| Total ending balance                                              | \$ 1,043,628          | \$ 6,517,827                  |
| Current (included in cash) Non-current (bond reserve funds)       | \$ 319,242<br>724,386 | \$ 286,965<br>6,230,862       |
| Total                                                             | \$ 1,043,628          | \$ 6,517,827                  |

#### 4. Federal income taxes:

Income tax expense differs from the amounts currently payable because certain expenses are reported in the income statement in periods that differ from those in which they are subject to taxation. The principal differences in timing between the income statement and taxable income involve (a) depreciation expenses recorded from the date the assets were placed in service in the income statement and using the half-year convention for tax purposes, and (b) interest expense capitalized on the statements but currently deducted for tax purposes. The

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 4. Federal income tax (continued):

differences between income tax expense and taxes currently payable are reflected as deferred federal income tax in the balance sheet. Income tax expense consists of the following:

|                                                                                                         | Year ended<br>September 30, |                               |    |                             |
|---------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|----|-----------------------------|
|                                                                                                         |                             | 1982                          |    | 1981                        |
| Currently payable before giving effect to investment credits Investment credits realized Deferred (net) | \$                          | 131,296<br>141,481)<br>12,224 | •  | 846,940<br>252,118)<br>194) |
|                                                                                                         | \$                          | 2,039                         | \$ | 594,628                     |

\$176,436 of investment tax credits are available for carryover to future periods. These credits all expire in the year ending September 30, 1997.

#### 5. Profit-sharing and pension plans:

Each Company has a profit-sharing plan for all employees whose compensation is computed on a monthly or semi-monthly basis. Employees are eligible to participate in the Plan after completing one year of service. Contributions to these Plans are made at the discretion of the Board of Directors based upon compensation. The Companies paid the administrative expenses of the Plans and contributed \$50,000 and \$125,000, respectively, for the years ended September 30, 1982 and 1981.

Certain employees of the Companies (Teamsters Union members) are covered under the Western Conference of Teamsters Pension Trust Fund. The relative position and undertakings of the Companies relative to this pension plan are not determinable.

#### 6. Franchise contracts:

Several of the Companies have exclusive franchise contracts for the collection and disposal of solid waste with various municipalities in the Southern Nevada area. These contracts and their expiration dates are summarized below:

#### NOTES TO COMBINED FINANCIAL STATEMENTS (CONTINUED)

YEARS ENDED SEPTEMBER 30, 1982 AND 1981

#### 6. Franchise contracts (continued):

|                                     | Municipality            | Date of expiration (including options) |
|-------------------------------------|-------------------------|----------------------------------------|
| Silver State Disposal<br>Company    | City of Las Vegas       | January 31, 1986                       |
| Clark Sanitation, Inc.              | Clark County, Nevada    | February 6, 1990'                      |
| Henderson Disposal<br>Service, Inc. | City of Henderson       | December 1, 2002                       |
| Disposal Transportation, Inc.       | City of North Las Vegas | January 1, 1998                        |

\*Period from March 18, 1983 to February 6, 1990 contingent upon the Company installing two transfer stations; one by March 18, 1983 and the other by February 6, 1985.

The above-mentioned Companies use a sanitary land fill facility under contract from Clark County, Nevada. The contract is due to expire on March 18, 1983, with extension to February 6, 1990 subject to the same contingencies related to the franchise contract with Clark County, Nevada.

#### 7. Capital stock:

The capital stock on the combined balance sheet is the aggregate of the paid-in values of the no par common stock issued by each of the combined Companies. Clark Sanitation, Inc., Disposal Investments, Inc., Disposal Transportation, Inc., and Silver State Disposal Company have each issued 20,400 shares of no par common stock of which four shares are held in the treasury on each Company. Automated Transfer Systems, Inc. has issued and outstanding 20,396 shares. Each stockholder owns an identical number of shares of each of the above five Companies' stock.

#### EXCERPTS FROM:

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AUTOMATED TRANSFER SYSTEMS, INC.

CLARK SANITATION, INC.

DISPOSAL INVESTMENTS, INC. AND SUBSIDIARY

DISPOSAL TRANSPORTATION, INC.

SILVER STATE DISPOSAL COMPANY

REPORT ON EXAMINATION OF COMBINED FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 1978 AND 1977

#### COMBINED BALANCE SHEET

SEPTEMBER 30, 1978 AND 1977

#### **ASSETS**

|                                                                             | 1978                          | 1977                |
|-----------------------------------------------------------------------------|-------------------------------|---------------------|
| Current assets                                                              |                               | • •                 |
| Cash                                                                        | \$ 312,451                    | \$ 405,200          |
| Accounts receivable                                                         |                               |                     |
| Trade                                                                       | 703,505                       | 609,515             |
| Less allowance for doubtful accounts                                        | ( 86,274)                     | ( 93,809)           |
| Receivable from Internal Revenue Service                                    | 127,775                       |                     |
| Other accounts and notes receivable                                         | 2,634                         | 1,594               |
| Investories, at lower of cost or market                                     | 78,738                        | 84,631              |
| Prepaid expenses                                                            | 74,405                        | 51,828              |
| Total current assets                                                        | $\frac{1,213,234}{1,213,234}$ | 1,058,959           |
|                                                                             | 1,213,234                     | 1,050,555           |
|                                                                             | •                             | :.                  |
|                                                                             |                               |                     |
| Property and equipment, at cost (Note 2) Less: Accumulated depreciation and | 6,998,937                     | 6,205,605           |
| amortization                                                                | ( 4,477,721)                  | 3,804,994           |
|                                                                             | 2,521,216                     | 2,400,611           |
| Intangible assets                                                           |                               |                     |
| Goodwill                                                                    | 5,397                         | 5,397               |
| Excess of cost over net assets of                                           | 3,397                         | 3,331               |
| subsidiary net of accumulated                                               | :                             | •                   |
| amortization (\$15,451 and \$12,254)                                        | 112 419                       | 115 (15             |
| amortization (913,431 and 912,234)                                          | 112,418                       | 115,615             |
|                                                                             | 117,815                       | 121,012             |
| Other assets                                                                | •                             | •                   |
| Unamortized basis of franchise contracts                                    | 21,929                        | 24,919              |
| Other                                                                       | 7,873                         | 8,558               |
|                                                                             | 29,802                        | 33,477              |
|                                                                             |                               | 33,477              |
|                                                                             | \$ <u>3,882,067</u>           | \$ <u>3,614,059</u> |

The accompanying notes are an integral part of these financial statements.

#### COMBINED STATEMENT OF INCOME

#### YEARS ENDED SEPTEMBER 30, 1978 AND 1977

|                                                | 1978              | 1977                   |
|------------------------------------------------|-------------------|------------------------|
| Disposal service revenues                      | \$ 9,450,319      | \$8,511,662            |
| Dumping fees                                   | 259,481           | 189,218                |
| Container rentals                              | 621,358           | 528,405                |
| Real estate rentals                            | 152,569           | 84,670                 |
| Container sales                                | 17,740            | 23,337                 |
| Equipment rentals                              | <b>-</b>          | 124                    |
| Salvage revenues                               | 11,100            | 21,600                 |
| Total operating revenues                       | 10,512,567        | 9,359,016              |
| Costs and expenses (Note 2)                    |                   |                        |
| Disposal service expense                       |                   |                        |
| Personnel expense                              | 3,979,750         | 3,445,027              |
| Truck expense                                  | 3,110,414         | 2,622,575              |
| Transfer station expense                       | 47,312            | 47,493                 |
| Indirect expense                               | 754,047           | 653,996                |
| Dump operating expense                         | 637,553           | 535,839                |
| Container rental expense                       | 248,623           | 172,375                |
| Real estate rental expense                     | •                 |                        |
| Operating                                      | 161,916           | 124,515                |
| Interest                                       | 29,742            | 27,280                 |
| Cost of container sales                        | 9,728             | 11,987                 |
| Administrative and general expense             | 1,059,065         | 1,009,960              |
| Total costs and expenses                       | 10,038,150        | 8,651,047              |
| Operating income                               | 474,417           | 707,969                |
| Other income (expense)                         |                   |                        |
| Gain on sale of equipment                      | 20,167            | 11,250                 |
| Miscellaneous income                           | 24,971            | 43,810                 |
| Interest expense                               | ( 39,942)         | ( 42,451)              |
| Amortization of excess of cost over net        |                   |                        |
| assets of subsidiary                           | ( 3,197)          | ( 3,197)               |
| Contribution to employees' profit-             |                   |                        |
| sharing plan (Note 6)                          | ( 40,000)         | ( 60,000)              |
| Miscellaneous expense                          | ( 18,394)         | $(\underline{14,538})$ |
| Income before provision for federal income tax | 418,022           | 642,843                |
| Provision for federal income tax (Note 5)      | 55,094            | 210,486                |
| Net income                                     | \$ <u>362,928</u> | \$ <u>432,357</u>      |

The accompanying notes are an integral part of these financial statements.

REPORT ON EXAMINATION OF COMBINED FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 1978 AND 1977

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City of North Las Vegas

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#### COMBINED FINANCIAL STATEMENTS

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City of North Las Vegas

### Main Lafrentz & Co. certified public accountants

McLintock Main Lafrentz International 319 SOUTH THIRD STREET POST OFFICE BOX 2070 LAS VEGAS, NEVADA 89101 702 382 7020

The Board of Directors
Automated Transfer Systems, Inc.
Clark Sanitation, Inc.
Disposal Investments, Inc. and Subsidiary
Disposal Transportation, Inc.
Silver State Disposal Company

We have examined the combined balance sheet of the above named companies as of September 30, 1978 and 1977, and the related combined statements of income, retained earnings and changes in financial position for the years then ended. Our examinations were made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the financial position of the above-named companies at September 30, 1978 and 1977, and the results of their operations and the changes in their financial position for the years then ended, in conformity with generally accepted accounting principles applied on a consistent basis.

Man Lafrenty & Co.

Las Vegas, Nevada December 21, 1978

#### COMBINED BALANCE SHEET

#### SEPTEMBER 30, 1978 AND 1977

#### **ASSETS**

|                                                                             | 1978                            | 1977                   |
|-----------------------------------------------------------------------------|---------------------------------|------------------------|
| Current assets                                                              |                                 |                        |
| Cash                                                                        | \$ 312,451                      | \$ 405,200             |
| Accounts receivable                                                         |                                 |                        |
| Trade                                                                       | 703,505                         | 609,515                |
| Less allowance for doubtful accounts                                        | ( 86,274)                       | ( 93,809)              |
| Receivable from Internal Revenue Service                                    | 127,775                         | -                      |
| Other accounts and notes receivable                                         | 2,634                           | 1,594                  |
| Investories, at lower of cost or market                                     | 78,738                          | 84,631                 |
| Prepaid expenses                                                            | 74,405                          | 51,828                 |
| Total current assets                                                        | 1,213,234                       | 1,058,959              |
|                                                                             |                                 |                        |
| Property and equipment, at cost (Note 2) Less: Accumulated depreciation and | 6,998,937                       | 6,205,605              |
| amortization                                                                | $(\frac{4,477,721}{2,521,216})$ | 3,804,994<br>2,400,611 |
| Intangible assets                                                           |                                 |                        |
| Goodwill                                                                    | 5,397                           | 5,397                  |
| Excess of cost over net assets of                                           | 3,02,                           | 5,007                  |
| subsidiary net of accumulated                                               | ****                            |                        |
| amortization (\$15,451 and \$12,254)                                        | 112,418                         | 115,615                |
|                                                                             | 117,815                         | 121,012                |
| Other assets                                                                |                                 |                        |
| Unamortized basis of franchise contracts                                    | 21,929                          | 24,919                 |
| Other                                                                       | 7,873                           | 8,558                  |
|                                                                             | 29,802                          | 33,477                 |
|                                                                             | \$ <u>3,882,067</u>             | \$ <u>3,614,059</u>    |

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The accompanying notes are an integral part of these financial statements.



COMBINED BALANCE SHEET

SEPTEMBER 30, 1978 AND 1977

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#### LIABILITIES

|                                                 | 1978                                             | 1977                |
|-------------------------------------------------|--------------------------------------------------|---------------------|
| Current liabilities                             |                                                  |                     |
| Accounts payable - trade                        | \$ 325,231                                       | \$ 182,139          |
| Current maturities of long-term debt            | y 323,231                                        | Ψ 102,137           |
| Unsecured notes payable                         | tut :                                            | 21,875              |
| Chattel mortgages and real estate               |                                                  | ,0,3                |
| mortgage payable (Note 3)                       | 328,735                                          | 275,769             |
| Accrued liabilities                             |                                                  |                     |
| Federal income tax                              | _                                                | 135,160             |
| Other                                           | 407,210                                          | 349,652             |
| Total current liabilities                       | 1,061,176                                        | 964,595             |
| Long-term debt                                  |                                                  |                     |
| Chattel mortgages and real estate               |                                                  |                     |
| mortgage payable (Note 3)                       | 752,303                                          | 742,003             |
|                                                 |                                                  | ,003                |
| Refundable security deposits                    | 1,050                                            | 1,050               |
| Deferred credits                                |                                                  |                     |
| Deferred federal income tax                     | 6,403                                            | 6,597               |
| Unearned revenue                                | 35,141                                           | 32,788              |
|                                                 | 41,544                                           | 39,385              |
|                                                 | <del>,                                    </del> |                     |
| Stockholders' equity (Note 1)                   |                                                  |                     |
| Capital stock, no par value, common,            |                                                  |                     |
| at paid-in value                                | 329,483                                          | 329,483             |
| Additional paid-in capital<br>Retained earnings | 8,124                                            | 8,124               |
| Less common stock held in treasury, at cost     | 1,688,787<br>( 400)                              | 1,529,819<br>( 400) |
| bess common stock held in treasury, at cost     | 2,025,994                                        | 1,867,026           |
|                                                 | -, 0 - 0 , 0 / 7                                 | 2,007,020           |
|                                                 | \$3,882,067                                      | \$3,614,059         |
|                                                 |                                                  |                     |
|                                                 |                                                  |                     |

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City of North Las Viegas

#### COMBINED STATEMENT OF INCOME

#### YEARS ENDED SEPTEMBER 30, 1978 AND 1977

|                                                | -      | 1978       | _   | 1977        |
|------------------------------------------------|--------|------------|-----|-------------|
| Disposal service revenues                      | Ś      | 9,450,319  | Ś   | 8,511,662   |
| Dumping fees                                   | •      | 259,481    | •   | 189,218     |
| Container rentals                              |        | 621,358    |     | 528,405     |
| Real estate rentals                            |        | 152,569    |     | 84,670      |
| Container sales                                |        | 17,740     |     | 23,337      |
| Equipment rentals                              |        | _          |     | 124         |
| Salvage revenues                               |        | 11,100     |     | 21,600      |
| Total operating revenues                       | -<br>- | 10,512,567 |     | 9,359,016   |
| Costs and expenses (Note 2)                    |        |            |     |             |
| Disposal service expense                       |        |            |     |             |
| Personnel expense                              |        | 3,979,750  |     | 3,445,027   |
| Truck expense                                  |        | 3,110,414  |     | 2,622,575   |
| Transfer station expense                       |        | 47,312     |     | 47,493      |
| Indirect expense                               |        | 754,047    |     | 653,996     |
| Dump operating expense                         |        | 637,553    |     | 535,839     |
| Container rental expense                       |        | 248,623    |     | 172,375     |
| Real estate rental expense                     |        |            |     |             |
| Operating                                      |        | 161,916    |     | 124,515     |
| Interest                                       |        | 29,742     |     | 27,280      |
| Cost of container sales                        |        | 9,728      |     | 11,987      |
| Administrative and general expense             |        | 1,059,065  |     | 1,009,960   |
| Total costs and expenses                       | ]      | 0,038,150  | 3   | 8,651,047   |
| Operating income                               |        | 474,417    |     | 707,969     |
| Other income (expense)                         |        |            |     |             |
| Gain on sale of equipment                      |        | 20,167     |     | 11,250      |
| Miscellaneous income                           |        | 24,971     |     | 43,810      |
| Interest expense                               | (      | 39,942)    | (   | 42,451)     |
| Amortization of excess of cost over net        |        |            |     |             |
| assets of subsidiary                           | (      | 3,197)     | (   | 3,197)      |
| Contribution to employees' profit-             |        | -          |     |             |
| sharing plan (Note 6)                          | (      | 40,000)    | (   |             |
| Miscellaneous expense                          | (_     | 18,394)    | (_  | 14,538)     |
| Income before provision for federal income tax |        | 418,022    |     | 642,843     |
| Provision for federal income tax (Note 5)      | _      | 55,094     | -   | 210,486     |
| Net income                                     | \$_    | 362,928    | \$_ | 432,357     |
|                                                | · ==   |            |     | <del></del> |

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The accompanying notes are an integral part of these financial statements.



City of North Las Vegas A-46

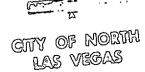
#### COMBINED STATEMENT OF RETAINED EARNINGS

YEARS ENDED SEPTEMBER 30, 1978 AND 1977

|                                                           | 1978                | <u>1977</u>         |
|-----------------------------------------------------------|---------------------|---------------------|
| Balance, beginning of year                                | \$1,529,819         | \$1,301,422         |
| Add net income                                            | 362,928             | 432,357             |
|                                                           | 1,892,747           | 1,733,779           |
| Deduct cash dividends on common stock (\$10.00 per share) | 203,960             | 203,960             |
| Balance, end of year                                      | \$ <u>1,688,787</u> | \$ <u>1,529,819</u> |

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The accompanying notes are an integral part of these financial statements.

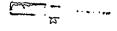


#### COMBINED STATEMENT OF CHANGES IN FINANCIAL POSITION

#### YEARS ENDED SEPTEMBER 30, 1978 AND 1977

|                                                                                                                                                                                           | 1978                                                                              | 1977                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Working capital provided from Net income Add charges (deduct credits) against earnings                                                                                                    | \$ 362,928                                                                        | \$ 432,357                                                                  |
| not affecting working capital Depreciation (Note 2) Amortization                                                                                                                          | 745,187<br>6,297                                                                  | 706,519<br>6,297                                                            |
| Deferred credits realized<br>Gain on sale of equipment<br>Deferred income:                                                                                                                | $ \begin{array}{r} (                                    $                         | ( 194)<br>( 11,250)<br>2,675<br>704,047                                     |
| Working capital provided from operations Proceeds from issuance of long-term debt Proceeds from sales of equipment Reduction of security deposits Total working capital provided          | 1,096,404<br>371,300<br>20,925<br>575<br>1,489,204                                | 1,136,404<br>338,000<br>37,271<br>1,000<br>1,512,675                        |
| Working capital used for Acquisition of property and equipment Reduction of long-term debt Dividends Total working capital used                                                           | 866,550<br>361,000<br>203,960<br>1,431,510                                        | 727,602<br>340,371<br>203,960<br>1,271,933                                  |
| Increase in working capital                                                                                                                                                               | \$ <u>57.694</u>                                                                  | \$ <u>240,742</u>                                                           |
| Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses Accounts payable Current maturities of long-term debt Accrued liabilities | (\$ 92,749)<br>230,340<br>( 5,893)<br>22,577<br>( 143,092)<br>( 31,091)<br>77,602 | \$ 61,249<br>17,536<br>19,195<br>( 15,153)<br>( 8,985)<br>55,753<br>111,147 |
|                                                                                                                                                                                           | \$ <u>57,694</u><br>MICR                                                          | \$ <u>240.742</u><br>O FILMED                                               |

The accompanying notes are an integral part of these financial statements.





#### NOTES TO COMBINED FINANCIAL STATEMENTS

SEPTEMBER 30, 1978 AND 1977

#### 1. SUMMARY OF ACCOUNTING POLICIES

Basis of combined statements - The combined financial statements include the accounts of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., and its wholly-owned subsidiary, Henderson Disposal Service, Inc., Disposal Transportation, Inc. and Silver State Disposal Company. All material intercompany accounts and transactions have been eliminated.

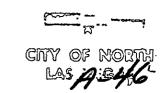
The capital stock on the combined balance sheet is the aggregate of the paid-in values of the no par common stock issued by each of the combined companies. Clark Sanitation, Inc., Disposal Investments, Inc. Disposal Transportation, Inc., and Silver State Disposal Company have each issued 20,400 shares of no par common stock of which four shares are held in the treasury on each company. Automated Transfer Systems, Inc. has issued and outstanding 20,396 shares. Each stockholder owns an identical number of shares of each of the above five companies stock.

Inventories - Inventories are valued at the lower of cost, determined by first-in, first-out method, or market.

Property and equipment - Property and equipment are carried at cost. Depreciation is computed for the various types of properties on bases deemed to be the most realistic in the circumstances. Depreciation of the trucks is provided for on a declining curve over a four year useful life at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service and has selected the stated method of depreciation as being most in accord with the pattern of loss in value in service.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized and deduction is made for retirements resulting from the renewals or betterments.

Intangible assets - The excess of cost over net assets of subsidiary acquired is being amortized over a 40-year period using the straight-line method.



### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

SEPTEMBER 30, 1978 AND 1977

#### SUMMARY OF ACCOUNTING POLICIES (Continued)

Deferred income taxes - Deferred income taxes are provided to reflect the tax effect of timing differences between financial and tax reporting, principally related to depreciation.

Income tax expense - Income tax expense is reduced for the period in which fixed asset expenditures create an investment tax credit and for the period in which the new jobs credit arises. Disposal Investments, Inc. and its wholly owned subsidiary, Henderson Disposal Service, Inc., filed separate federal income tax returns for the years ended September 30, 1978 and 1977.

#### 2. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, together with annual depreciation and amortization rates consist of the following:

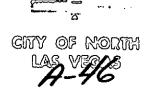
|                                                                                        | 1978                                                         | 1977                                                         | Annual rates                                                           |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------------------------------|
| Land Buildings and improvements Automotive equipment Rental containers Other equipment | \$ 176,228<br>1,385,139<br>2,917,032<br>868,602<br>1,651,936 | \$ 176,150<br>1,529,930<br>2,549,990<br>744,695<br>1,204,840 | 2.5 to 20 percent<br>20 to 33 percent<br>17 percent<br>7 to 50 percent |
|                                                                                        | \$ <u>6.998.937</u>                                          | \$ <u>6,205,605</u>                                          |                                                                        |

Depreciation and amortization expense charged to income was \$745,187 and \$706,519 in 1978 and 1977, respectively.

#### LONG-TERM DEBT

Unsecured notes and mortgages payable of the combined companies are summarized as follows:





### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

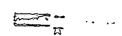
SEPTEMBER 30, 1978 AND 1977

#### 3. LONG-TERM DEBT (Continued)

| Date September 30, 1978                                                                                                                                                                                                                                        | Interest<br>rate                                                                                  |                                                                                                            | Long-<br>term                                                                            | of | rrying<br>value<br>assets<br>ledged                                                                            | Monthly Principal only                                 | payments Principal and interest                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Real estate mortgage Chattel mortgages | 7-1/2%<br>7 %<br>7-1/4%<br>7-1/2%<br>7-3/4%<br>8 %<br>8-1/4%<br>8-1/2%<br>8-3/4%<br>9 %<br>9-1/2% | \$ 36,595<br>81,294<br>27,971<br>23,883<br>54,518<br>13,873<br>7,051<br>4,817<br>8,873<br>28,864<br>40,996 | 47,428<br>22,595<br>-<br>6,550<br>16,395<br>9,023<br>7,539<br>16,693<br>94,784<br>90,164 |    | 813,044<br>129,440<br>52,167<br>28,288<br>64,375<br>26,491<br>17,356<br>14,501<br>32,886<br>157,286<br>164,657 |                                                        | \$ 5,932<br>7,321<br>2,560<br>3,104<br>5,895<br>1,316<br>676<br>474<br>897<br>3,235<br>4,309 |
| September 30, 1977  Unsecured note Real estate mortgage Chattel mortgages Chattel mortgages Chattel mortgages Chattel mortgages Chattel mortgages Chattel mortgages                                                                                            | * 7-1/2%  * 7 % 7-1/4% 7-1/2% 7-3/4%                                                              | \$ 21,875<br>33,959<br>16,019<br>76,039<br>26,062<br>60,191<br>63,499<br>\$297,644                         | 477,728<br>-<br>128,648<br>50,521<br>24,204<br>60,902                                    | \$ | .500,491<br>872,808<br>45,874<br>241,267<br>97,815<br>85,388<br>121,210<br>464,362                             | \$ 5,043<br>-<br>5,613<br>-<br>-<br>-<br>-<br>\$10,656 | \$ -<br>5,932<br>-<br>7,322<br>2,561<br>5,281<br>5,894<br>\$ 26,990                          |

<sup>\* 1</sup> percent over prime rate (maximum of 8-1/2 percent)





City of North Las vegas

NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

SEPTEMBER 30, 1978 AND 1977

#### 4. COMMITMENTS

Each Company is required by its By-Laws to purchase the stock of a stockholder upon his written request. The purchase price will be based on 150 percent of the book value as determined at September 30 of each year.

#### 5. FEDERAL INCOME TAXES

Investment tax credits applied to the reduction of income tax expense amounted to \$44,137 and \$31,170, respectively, for the years ended September 30, 1978 and 1977. Recapture of investment tax credit taken in prior years amounted to \$280 for the year ended September 30, 1977. New jobs credit applied to the reduction of income tax expense for the year ended September 30, 1978 was \$44,849. Investment tax credit and new jobs credits available to be carried back for refund amounts to \$41,535 which is included in the accompanying statements as receivable from the Internal Revenue Service.

#### 6. PROFIT SHARING PLAN

Each Company has a profit sharing plan for all employees whose compensation is computed on a monthly or semi-monthly basis. Employees are eligible to participate in the Plan after completing one year of service. Contributions to these plans are made at the discretion of the Board of Directors based upon compensation. The companies paid the administrative expenses of the plans and contributed \$40,000 and \$60,000 for the years ended September 30, 1978 and 1977, respectively.

#### 7. FRANCHISE CONTRACTS

Several of the companies have exclusive franchise contracts for the collection and disposal of solid waste with various municipalities in the Southern Nevada area. These contracts and their expiration dates are summarized below:

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### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

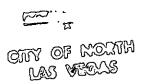
SEPTEMBER 30, 1978 AND 1977

#### 7. FRANCHISE CONTRACTS (Continued)

|                                  | Municipality            | Date of excluding | -   |       |
|----------------------------------|-------------------------|-------------------|-----|-------|
| Silver State Disposal Company    | City of Las Vegas       | January           | 31, | 1986  |
| Clark Sanitation, Inc.           | Clark County, Nevada    | February          | 5,  | 1990* |
| Henderson Disposal Service, Inc. | City of Henderson       | September         | 9,  | 1983  |
| Disposal Transportation, Inc.    | City of North Las Vegas | January           | 1,  | 1998  |

<sup>\*</sup> Period from February 6, 1985 to February 5, 1990 contingent upon the company installing two transfer stations at a minimum cost of \$300,000 each.





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#### COMBINED BALANCE SHEET

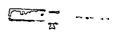
#### SEPTEMBER 30, 1977 AND 1976

#### **ASSETS**

|                                                                                                                                                                                                      | 1977                                                                         | 1976                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Current assets Cash Accounts receivable Trade Less allowance for doubtful accounts Other accounts and notes receivable Inventories, at lower of cost or market Prepaid expenses Total current assets | \$ 405,200<br>609,515<br>( 93,809)<br>1,594<br>84,631<br>51,828<br>1,058,959 | \$ 343,951<br>594,576<br>( 96,939)<br>2,127<br>65,436<br>66,981<br>976,132 |
| Property and equipment, at cost (Note 2)  Less: Accumulated depreciation and amortization                                                                                                            | 6,205,605<br>3,804,994<br>2,400,611                                          | 5,608,278<br>3,202,729<br>2,405,549                                        |
| Intangible assets  Goodwill  Excess of cost over net assets of subsidiary  net of accumulated amortization (\$12,254  and \$9,058)                                                                   | 5,397<br>115,615<br>121,012                                                  | 5,397<br>118,811<br>124,208                                                |
| Other assets Unamortized basis of franchise contracts Other                                                                                                                                          | 24,919<br><u>8,558</u><br><u>33,477</u><br>\$ <u>3,614,059</u>               | 27,910<br><u>9,668</u><br>37,578<br>\$ <u>3,543,467</u>                    |

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The accompanying notes are an integral part of these financial statements.



COMBINED BALANCE SHEET

SEPTEMBER 30, 1977 AND 1976

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City of North Las Vesas

#### LIABILITIES

|                                                                                                                                                                             | 1977                                                 | 1976                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| Current liabilities  Accounts payable - trade  Current maturities of long-term debt                                                                                         | \$ 182,139                                           | \$ 173,,154                                          |
| Unsecured notes payable Chattel mortgages and real estate                                                                                                                   | 21,875                                               | 49,837                                               |
| mortgage payable (Note 3) Accrued liabilities                                                                                                                               | 275,769                                              | 303,560                                              |
| Federal income tax<br>Other<br>Total current liabilities                                                                                                                    | 135,160<br>349,652<br>964,595                        | 263,139<br>332,820<br>1,122,510                      |
| Long-term debt<br>Unsecured notes payable                                                                                                                                   | -                                                    | 21,875                                               |
| Chattel mortgages and real estate mortgage payable (Note 3)                                                                                                                 | 742,003<br>742,003                                   | 722,499<br>744,374                                   |
| Refundable security deposits                                                                                                                                                | 1,050                                                | 1,050                                                |
| Deferred credits  Deferred federal income tax payable  Unearned revenue                                                                                                     | 6,597<br>32,788<br>39,385                            | 6,791<br>30,113<br>36,904                            |
| Stockholders' equity (Note 1) Capital stock, no par value common, at paid-in value Additional paid-in capital Retained earnings Less common stock held in treasury, at cost | 329,483<br>8,124<br>1,529,819<br>( 400)<br>1,867,026 | 329,483<br>8,124<br>1,301,422<br>( 400)<br>1,638,629 |
|                                                                                                                                                                             | \$ <u>3.614.059</u>                                  | \$ <u>3,543,467</u>                                  |

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Main Lafrentz & Co. certified public accountants

319 SOUTH THIRD STREET P. O. BOX 2070 LAS VEGAS, NEVADA 89101 702 382 7020

The Board of Directors
Automated Transfer Systems, Inc.
Clark Sanitation, Inc.
Disposal Investments, Inc. and Subsidiary
Disposal Transportation, Inc.
Silver State Disposal Company

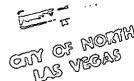
We have examined the combined balance sheet of the above-named companies as of September 30, 1977 and 1976, and the related combined statements of income, retained earnings and changes in financial position for the years then ended. Our examinations were made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the financial position of the above-named companies at September 30, 1977 and 1976, and the results of their operations and the changes in their financial position for the years then ended, in conformity with generally accepted accounting principles applied on a consistent basis.

Main Lefant & Cr.

Las Vegas, Nevada December 13, 1977

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REPORT ON EXAMINATION
OF COMBINED FINANCIAL STATEMENTS

YEARS ENDED SEPTEMBER 30, 1977 AND 1976

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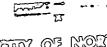
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#### COMBINED FINANCIAL STATEMENTS

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| Combined statement of income                        | 3           |
| Combined statement of retained earnings             | 4           |
| Combined statement of changes in financial position | 5           |
| Notes to combined financial statements              | 6           |

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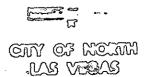
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#### COMBINED STATEMENT OF INCOME

#### YEARS ENDED SEPTEMBER 30, 1977 AND 1976

|                                                            | <u> 1977</u>           | 1976                 |
|------------------------------------------------------------|------------------------|----------------------|
| Disposal service revenues                                  | \$8,511,662            | \$7,802,417          |
| Dumping fees                                               | 189,218                | 155,933              |
| Container rentals                                          | 528,405                | 471,673              |
| Real estate rentals                                        | 84,670                 | 84,458               |
| Container sales                                            | 23,337                 | 9,258                |
| Equipment rentals                                          | 124                    |                      |
| Salvage revenues                                           | 21,600                 | 21,705               |
| Total operating revenues                                   | 9,359,016              | 8,545,444            |
| Costs and expenses (Note 2)                                |                        |                      |
| Disposal service expense                                   | - 11                   | 0( 10=               |
| Personnel expense                                          | 3,445,027              | 3,086,185            |
| Truck expense                                              | 2,622,575              | 2,110,579            |
| Transfer station expense                                   | 47,493                 | 45,842               |
| Indirect expense                                           | 653,996                | 569,472              |
| Dump operating expense                                     | 535,839                | 541,352              |
| Container rental expense                                   | 172,375                | 156,932              |
| Real estate rental expense                                 | 101 515                | 102 010              |
| Operating                                                  | 124,515                | 123.,812             |
| Interest                                                   | 27,280                 | 32,083               |
| Cost of container sales                                    | 11,987                 | 5,159                |
| Administrative and general expense                         | 1,009,960<br>8,651,047 | 925,709<br>7,597,125 |
| Total costs and expenses                                   | 0,051,04/              | 7,037,120            |
| Operating income                                           | 707,969                | 948,319              |
| Other income (expense)                                     |                        |                      |
| Gain on sale of equipment                                  | 11,250                 | 33,163               |
| Miscellaneous income                                       | 43,810                 | 37,165               |
| Interest expense                                           | ( 42,451)              | ( 43,154)            |
| Amortization of excess of cost over net                    |                        |                      |
| assets of subsidiary                                       | ( 3,197)               | ( 3,197)             |
| Contribution to employees' profit-sharing                  | ( ( , , , , , )        | ( (                  |
| plan (Note 6)                                              | ( 60,000)              | ( 60,000)            |
| Miscellaneous expense                                      | ( <u>14,538</u> )      | ( <u>12,245</u> )    |
| Income before provision for federal income tax             | 642,843                | 900,051              |
| Provision for federal income tax (Note 5)                  | 210,486                | 334,051              |
| Net income (\$21.20 and \$27.75 per common share) (Note 7) | \$ 4 <u>32.357</u>     | \$ <u>566,000</u>    |
|                                                            |                        | O FILMED             |

The accompanying notes are an integral part of these financial statements.



#### COMBINED STATEMENT OF RETAINED EARNINGS

YEARS ENDED SEPTEMBER 30, 1977 AND 1976

| ·                                                                                  | 1977                          | 1976                            |
|------------------------------------------------------------------------------------|-------------------------------|---------------------------------|
| Balance, beginning of year As previously reported Adjustments (Note 9) As adjusted | \$1,301,422<br>-<br>1,301,422 | \$ 865,584<br>43,204<br>908,788 |
| Add net income                                                                     | 432,357                       | 566,000                         |
|                                                                                    | 1,733,779                     | 1,474,788                       |
| Deduct cash dividends on common stock (\$10.00 and \$8.50 per share)               | 203,960                       | 173,366                         |
| Balance, end of year                                                               | \$ <u>1,529,819</u>           | \$ <u>1,301,422</u>             |

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The accompanying notes are an integral part of these financial statements.

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#### COMBINED STATEMENT OF CHANGES IN FINANCIAL POSITION

#### YEARS ENDED SEPTEMBER 30, 1977 AND 1976

|                                                                                                                                                                                           | <u> 1977</u>                                                                | 1976                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| Working capital provided from  Net income  Add charges (deduct credits) against earnings  not affecting working capital                                                                   | \$ <u>432.357</u>                                                           | \$ <u>566,000</u>                                                           |
| Depreciation (Note 2) Amortization Deferred credits realized Gain on sale of equipment Deferred income                                                                                    | 706,519<br>6,297<br>( 194)<br>( 11,250)<br><u>2,675</u><br>704,047          | 655,548<br>6,296<br>( 194)<br>( 33,956)<br>                                 |
| Working capital provided from operations Proceeds from issuance of long-term debt Proceeds from sales of equipment Reduction of security deposits Total working capital provided          | 1,136,404<br>338,000<br>37,271<br>1,000<br>1,512,675                        | 1,196,529<br>340,300<br>60,878<br>-<br>1,597,707                            |
| Working capital used for Acquisition of property and equipment Reduction of long-term debt Increase in security deposits Dividends Total working capital used                             | 727,602<br>340,371<br>-<br>203,960<br>1,271,933                             | 718,378<br>396,282<br>1,000<br><u>173,366</u><br>1,289,026                  |
| Increase (decrease) in working capital                                                                                                                                                    | \$ <u>240.742</u>                                                           | \$ <u>308,681</u>                                                           |
| Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses Accounts payable Current maturities of long-term debt Accrued liabilities | \$ 61,249<br>17,536<br>19,195<br>( 15,153)<br>( 8,985)<br>55,753<br>111,147 | \$ 240,690<br>100,915<br>24,469<br>45,694<br>6,248<br>136,854<br>( 246,189) |
|                                                                                                                                                                                           | \$ <u>240,742</u>                                                           | \$ <u>308,681</u>                                                           |



The accompanying notes are an integral part of these financial statements.



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NOTES TO COMBINED FINANCIAL STATEMENTS

SEPTEMBER 30, 1977 AND 1976

#### 1. SUMMARY OF ACCOUNTING POLICIES

Basis of combined statements - The combined financial statements include the accounts of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., and its wholly-owned subsidiary, Henderson Disposal Service, Inc., Disposal Transportation, Inc. and Silver State Disposal Company. All material intercompany accounts and transactions have been eliminated.

The capital stock on the combined balance sheet is the aggregate of the paid-in values of the no par common stock issued by each of the combined companies. Clark Sanitation, Inc., Disposal Investments, Inc., Disposal Transportation, Inc., and Silver State Disposal Company have each issued 20,400 shares of no par common stock of which four shares are held in the treasury on each company. Automated Transfer Systems, Inc. has issued and outstanding 20,396 shares. Each stockholder owns an identical number of shares of each of the above five companies' stock.

<u>inventories</u> - Inventories are valued at the lower of cost, determined by first-in, first-out method, or market.

Property and equipment - Property and equipment are carried at cost. Depreciation is computed for the various types of properties on bases deemed to be the most realistic in the circumstances. Depreciation of the trucks is provided for on a declining curve over a four year useful life at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service and has selected the stated method of depreciation as being most in accord with the pattern of loss in value in service.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized and deduction is made for retirements resulting from the renewals or betterments.

Intangible assets - The excess of cost over net assets of subsidiary acquired is being amortized over a 40-year period using the Films raight-line method.

<u>Deferred income taxes</u> - Deferred income taxes are provided to reflect the tax effect of timing differences between financial and tax reporting, principally related to depreciation.

CITY OF NORTH

### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

SEPTEMBER 30, 1977 AND 1976

#### SUMMARY OF ACCOUNTING POLICIES (Continued)

<u>Investment tax credit</u> - Income tax expense is reduced for the period in which fixed asset expenditures create an investment tax credit.

#### 2. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment, together with annual depreciation and amortization rates consist of the following:

|                                                                        | 1977                                            | 1976                                            | Annual rates                                        |
|------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-----------------------------------------------------|
| Land Buildings and improvements Automotive equipment Rental containers | \$ 176,150<br>1,529,930<br>2,549,990<br>744,695 | \$ 176,072<br>1,492,975<br>2,233,559<br>641,393 | 2.5 to 20 percent<br>20 to 33 percent<br>17 percent |
| Other equipment                                                        | 1,204,840<br>\$6.205.605                        | 1,064,279<br>\$5,608,278                        | 7 to 50 percent                                     |

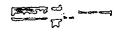
Depreciation and amortization expense charged to income was \$706,519 and \$655,548 in 1977 and 1976, respectively.

#### 3. LONG-TERM DEBT

Unsecured notes and mortgages payable of the combined companies are summarized as follows:

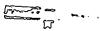
| are sammar race e         | 15 70 11000     | Amou              | nt                | Carrying<br>value   | Monthly          | payments<br>Principal |
|---------------------------|-----------------|-------------------|-------------------|---------------------|------------------|-----------------------|
|                           | Interest        |                   | Long-             | of assets           | Principal        | and                   |
| <u>September 30, 1977</u> | <u>rate</u>     | Current           | <u>term</u>       | <u>pledged</u>      | <u>on 1y</u>     | <u>interest</u>       |
| Unsecured note            | *               | \$ 21,875         | \$ <b>-</b>       | \$ -                | \$ 5,043         | \$ <del>-</del>       |
| Real estate mortgage      | 7-1/2%          | 33,959            | 477,728           | 872,808             | -                | 5,932                 |
| Chattel mortgages         | *               | 16,019            | -                 | 45,874              | 5,613            | -                     |
| Chattel mortgages         | 7 %             | 76,039            | 128,648           | 241,267             | -                | 7,322                 |
| Chattel mortgages         | 7-1/4%          | 26,062            | 50,521            | 97,815              | -                | 2,561                 |
| Chattel mortgages         | 7-1/2%          | 60,191            | 24,204            | 85,388              | -                | 5,281                 |
| Chattel mortgages         | 7 <b>-</b> 3/4% | 63,499            | 60,902            | 121,210             |                  | <u>5,894</u>          |
|                           |                 | \$ <u>297.644</u> | \$ <u>742,003</u> | \$ <u>1.464.362</u> | \$ <u>10,656</u> | \$ <u>26,990</u>      |

\* 1 percent over prime rate (maximum of 8-1/2 percent) [SALAMED]



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### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

SEPTEMBER 30, 1977 AND 1976

#### LONG-TERM DEBT (Continued)

|                                         |                         |                   |                   | Carrying               | Monthly           | payments         |
|-----------------------------------------|-------------------------|-------------------|-------------------|------------------------|-------------------|------------------|
|                                         |                         | Am                | ount              | value                  | •                 | Principal        |
| September 30, 1976                      | Interest<br><u>rate</u> | <u>Current</u>    | Long-<br>term     | of assets<br>_pledged_ | Principal<br>only | and<br>interest  |
| Unsecured notes                         | *                       | \$ 42,970         | \$ 21,875         | .\$ -                  | \$ 5,043          | \$ <b>-</b>      |
| Unsecured notes                         | 7 %                     | 6,867             | -                 | •                      | -                 | 2,316            |
| Real estate<br>mortgages<br>Real estate | 7 <b>-</b> 1/2%         | 31,513            | 511,688           | 934,543                | <b>-</b> .        | 5,932            |
| mortgages                               | 6 %                     | 5,000             | 1,250             | 46,251                 | 417               | •                |
| Chattel mortgages                       | *                       | 159,077           | 16,019            | 313,417                | 25,522            | -                |
| Chattel mortgages                       | 7-1/2%                  | 54,573            | 87,562            | 170,777                | -                 | 5,282            |
| Chattel mortgages                       | 7 <b>-</b> 3/4%         | <u>53,397</u>     | <u>105,980</u>    | <u>197,176</u>         |                   | 5,323            |
|                                         |                         | \$ <u>353,397</u> | \$ <u>744.374</u> | \$ <u>1,662,164</u>    | \$ <u>30,982</u>  | \$ <u>18,853</u> |

<sup>\* 1</sup> percent over prime rate (maximum of 8-1/2 percent)

#### 4. COMMITMENTS

Each Company is required by its By-Laws to purchase the stock of a stockholder upon his written request. The purchase price will be based on 150 percent of the book value as determined at September 30 of each year.

#### 5. FEDERAL INCOME TAXES

Investment tax credits applied to the reduction of income tax expense amounted to \$31,170 and \$31,565, respectively, for the years ended September 30, 1977 and 1976. Recapture of investment tax credit taken in prior years amounted to \$280 and \$1,117 for the years ended September 30, 1977 and 1976, respectively.

#### 6. PROFIT SHARING PLAN

Each Company has a profit sharing plan for all employees whose compensation is computed on a monthly or semi-monthly basis. Employees are eligible to participate in the Plan after completing one year of service. Contributions to these plans are made at the discretion of the Board of Directors based upon compensation. The Companies contributed \$60,000 and paid administrative expenses for each of the years ended September 30, 1977 and 1976.

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### NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

SEPTEMBER 30, 1977 AND 1976

#### 7. EARNINGS PER SHARE

Earnings per share were computed based on 20,396 shares issued and outstanding during the years ended September 30, 1977 and 1976.

#### 8. FRANCHISE CONTRACTS

Several of the companies have exclusive franchise contracts for the collection and disposal of solid waste with various municipalities in the Southern Nevada area. These contracts and their expiration dates are summarized below:

|                                  | Municipality         | Date of expiration (including options) |          |
|----------------------------------|----------------------|----------------------------------------|----------|
| Silver State Disposal Company    | City of Las Vegas    | January                                | 31, 1986 |
| Clark Sanitation, Inc.           | Clark County, Nevada | February                               | 5, 1990* |
| Henderson Disposal Service, Inc. | City of Henderson    | September                              | 9, 1983  |

<sup>\*</sup> Period from February 6, 1985 to February 5, 1990 contingent upon the company installing two transfer stations at a minimum cost of \$300,000 each.

#### 9. ADJUSTMENT OF OCTOBER 1, 1975 RETAINED EARNINGS

The Internal Revenue Service has examined the Companies' Federal income tax returns for the years ended September 30, 1975 and 1974 and determined that the depreciable lives of certain buildings and improvements owned by Disposal Investments, Inc. should be of greater duration than originally determined by the Company. The Company has likewise adjusted the useful lives of these buildings and improvements to coincide with those determined by the Internal Revenue Service. A summary of this adjustment for each period is as follows:

|                                                                | <u> 1976</u>     | <u> 1975</u>        | <u> 1974</u>     |
|----------------------------------------------------------------|------------------|---------------------|------------------|
| Reduction of depreciation expense<br>Related increase in taxes |                  | \$ 44,427<br>22,534 |                  |
| Net effect on income                                           | \$ <u>22.753</u> | \$ <u>21.893</u>    | \$ <u>21.311</u> |

REPORT ON EXAMINATION
OF COMBINED FINANCIAL STATEMENTS

YEAR ENDED-SEPTEMBER 30, 1974

#### MICRO FILMED

JAN 1 4 1976

City up north Las vegas MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

#### COMBINED FINANCIAL STATEMENTS

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JAN 1 4 1976

CITY OF NORTH LAS VEGAS

MAIN LAFRENTZ & Co. CERTIFIED PUBLIC ACCOUNTANTS U. S. A., CANADA, MEXICO, SOUTH AMERICA

> The Board of Directors Automated Transfer Systems, Inc. Clark Sanitation, Inc. Disposal Investments, Inc. and Subsidiary

Disposal Transportation, Inc. Silver State Disposal Company

We have examined the combined balance sheet of the abovenamed companies as of September 30, 1974 and the related combined statements of income, retained earnings and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the combined financial position of the above-named companies at September 30, 1974 and the results of their combined operations and the changes in their financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

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Las Vegas, Nevada December 3, 1974

OFFICES OR ASSOCIATED FIRMS

AUSTRALIA, AFRICA

GREAT BRITAIN, EUROPE, MIDDLE EAST

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JAN 1 4 1976

CITY OF MORTH LAS VEGAS

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319 SOUTH THIRD STREET . P.O. BOX 2070

Las Vegas, Nevada 89101

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### COMBINED BALANCE SHEET SEPTEMBER 30, 1974

#### **ASSETS**

| Current assets Cash Accounts and notes receivable                                                                          |                        | \$ 143,459                             |
|----------------------------------------------------------------------------------------------------------------------------|------------------------|----------------------------------------|
| Trade Less allowance for doubtful accounts                                                                                 | \$ 475,021<br>85,966   |                                        |
| Other accounts and notes receivable<br>Inventories, at lower of cost or market<br>Prepaid expenses<br>Total current assets | 389,055<br>3,505       | 392,560<br>51,892<br>46,689<br>634,600 |
| Investment in capital stock                                                                                                |                        | 680                                    |
| Property and equipment, at cost (Note 2) Accumulated depreciation and amortization                                         | 4,773,188<br>2,307,753 | 2,465,435                              |
| Refundable security deposit                                                                                                |                        | 5,575                                  |
| Intangible assets                                                                                                          |                        |                                        |
| Goodwill Excess of cost over net assets of subsidiary                                                                      | 5,397                  |                                        |
| net of accumulated amortization (\$2,664)                                                                                  | 125,205                | 130,602                                |
| Deferred charges Unamortized basis of franchise contracts Unamortized finance charges                                      | 33,891<br>4,580        |                                        |
| Organization expense                                                                                                       | 1,180                  | <u>39,651</u>                          |
|                                                                                                                            |                        | \$ <u>3.276.543</u>                    |

The accompanying notes are an integral organic companying notes are an integra

COMBINED BALANCE SHEET
SEPTEMBER 30, 1974

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CITY OF NORTH LAS VEGAS

#### LIABILITIES

| Current liabilities Accounts payable - trade Current maturities of long-term debt Unsecured notes payable Chattel mortgages and real estate mortgage payable (Note 3) | \$ 83,388<br>425,716               | \$ 173,691<br>509,104 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------|
| Accrued liabilities  Federal income tax                                                                                                                               | 33,702                             | ,                     |
| Other<br>Total current liabilities                                                                                                                                    | <u>264,648</u>                     | 298,350<br>981,145    |
| Long-term debt Unsecured notes payable Chattal martages and real estate mortgage                                                                                      | 108,648                            |                       |
| Chattel mortgages and real estate mortgage payable (Note 3)                                                                                                           | <u>950,574</u>                     | 1,059,222             |
| Refundable security deposits                                                                                                                                          |                                    | 1,050                 |
| Deferred credits  Deferred federal income tax payable  Unearned revenue                                                                                               | 8,213<br>                          | 33,842                |
| Stockholders' equity (Note 1) Capital stock, no par value common, at                                                                                                  | 0 .                                |                       |
| paid-in value<br>Capital surplus                                                                                                                                      | 329,483<br><u>8,124</u><br>337,607 |                       |
| Retained earnings                                                                                                                                                     | 864,077<br>1,201,684               |                       |
| Less common stock held in treasury, at cost                                                                                                                           | 400                                | 1,201,284             |
|                                                                                                                                                                       |                                    | \$ <u>3,276,543</u>   |

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CITY OF NORTH LAS VEGAS

#### COMBINED STATEMENT OF INCOME

#### YEAR ENDED SEPTEMBER 30, 1974

| Disposal service revenues<br>Dumping fees<br>Container rentals |                 | \$5,661,059<br>179,415<br>401,223 |
|----------------------------------------------------------------|-----------------|-----------------------------------|
| Real estate rentals                                            |                 | 157,140                           |
| Container sales                                                |                 | 9,104                             |
| Equipment rentals                                              |                 | 2,937                             |
| Salvage revenues                                               |                 | <u>13,538</u>                     |
| Total operating revenues                                       |                 | <u>6,424,416</u>                  |
| Costs and expenses (Note 2)                                    |                 |                                   |
| Disposal service expense                                       |                 |                                   |
| Personnel expense \$                                           | 2,316,222       |                                   |
| Truck expense                                                  | 1,515,298       |                                   |
| Indirect expense                                               | <u>484,116</u>  | 4,315,636                         |
| Dump operating expense                                         |                 | 320,389                           |
| Container rental expense                                       |                 | 135,692                           |
| Real estate rental expense                                     |                 |                                   |
| Operating                                                      | 175,236         |                                   |
| Interest                                                       | 51,101          | 226,337                           |
| Cost of container sales                                        |                 | 3,844                             |
| Administrative and general expense                             |                 | <u>780,681</u>                    |
| Total costs and expenses                                       |                 | 5,782,579                         |
| Operating income                                               |                 | 641,837                           |
| Other income                                                   | •               |                                   |
| Interest                                                       | 1,189           |                                   |
| Gain on sale of equipment                                      | 30,961          |                                   |
| Miscellaneous                                                  | 16,893          | <u>49,043</u>                     |
|                                                                |                 | 690,880                           |
|                                                                |                 |                                   |
| Other deductions                                               | 1.7. 77.4       |                                   |
| Interest                                                       | 46,761          |                                   |
| Amortization of city franchise contracts                       | 2,991           |                                   |
| Amortization of excess of cost over net assets of subsidiary   | 2 661.          |                                   |
| Contribution to employees profit-sharing plan (Note 6)         | 2,664           |                                   |
| Charitable contributions                                       | · _             |                                   |
| Abandonment loss                                               | 1,895           | •                                 |
| Miscellaneous                                                  | 25,315<br>1,317 | 140 <u>,943</u>                   |
| Income before provision for federal income tax                 |                 | 549,937                           |
| Provision for federal income tax (Note 5)                      |                 | 193,822                           |
|                                                                |                 |                                   |
| Net income (\$17.46 per common share)                          | _               | \$ <u>356.115</u>                 |

The accompanying notes are an integral part of these financial statements.

JAN 1 4 1976

### COMBINED STATEMENT OF RETAINED EARNINGS YEAR ENDED SEPTEMBER 30, 1974

| Retained earnings at beginning of year | \$ 660,932                  |
|----------------------------------------|-----------------------------|
| Add net income                         | <u>356,115</u><br>1,017,047 |
| Deduct cash dividends on common stock  | <u> 152,970</u>             |
| Retained earnings at end of year       | \$ <u>864.077</u>           |

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The accompanying notes are an integral part of these financial statements.

JAN 1 4 1976

CITY OF MORTH LAS VEGAS

#### COMBINED STATEMENT OF CHANGES IN FINANCIAL POSITION

#### YEAR ENDED SEPTEMBER 30, 1974

| Working capital provided from  Net income  Add charges (deduct credits) against earnings  not affecting working capital  Depreciation (Note 2)  Amortization                                                                                              | \$ 559,476                                                  | \$ 356,115                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Amortization Abandonment loss Deferred credits realized Gain on sale of equipment Deferred income realized Working capital provided from operations Proceeds from issue of long-term debt Proceeds from sales of equipment Total working capital provided | 15,950<br>25,315<br>( 601)<br>( 30,961)<br>( <u>5,166</u> ) | 564,013<br>920,128<br>769,000<br>43,566<br>1,732,694                                          |
| Working capital used for Acquisition of property and equipment Reduction of long-term debt Acquisition of subsidiary Dividends Total working capital used                                                                                                 | 938,368<br>658,798<br>105,000<br>152,970                    | <u>1,855,136</u>                                                                              |
| Decrease in working capital                                                                                                                                                                                                                               |                                                             | (\$ <u>122,442</u> )                                                                          |
| Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses Accounts payable Current maturities of long-term debt Accrued liabilities                                                                 |                                                             | \$ 35,926<br>23,608<br>12,664<br>7,240<br>( 35,585)<br>( 157,111)<br>( 9,184)<br>(\$ 122,442) |

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The accompanying notes are an integral part of these financial statements.

JAN 1 4 1976

CITY OF NORTH

#### NOTES TO COMBINED FINANCIAL STATEMENTS

#### 1. SUMMARY OF ACCOUNTING POLICIES

Basis of combined statements - The combined financial statements include the accounts of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., and its wholly owned subsidiary, Henderson Disposal Service, Inc., Disposal Transportation, Inc. and Silver State Disposal Company. All material intercompany accounts and transactions have been eliminated.

The capital stock on the combined balance sheet is the aggregate of the paid-in values of the no par common stock issued by each of the combined companies. Clark Sanitation, Inc., Disposal Investments, Inc., Disposal Transportation, Inc., and Silver State Disposal Company have each issued 20,400 shares of no par common stock of which four shares are held in the treasury on each company. Automated Transfer Systems, Inc. has issued and outstanding 20,396 shares.

Inventories - Inventories are valued at the lower of cost,
determined by first-in, first-out method, or market.

<u>Property and equipment</u> - Property and equipment are carried at cost. Depreciation is computed for the various types of properties on bases deemed to be the most realistic in the circumstances. Depreciation of the trucks is provided for on a declining curve over a four year useful life at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service and has selected the stated method of depreciation as being most in accord with the pattern of loss in value in service.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized and deduction is made for retirements resulting from the renewals or betterments.

<u>Intangible assets</u> - The excess of cost over net assets of subsidiary acquired is being amortized over a 40-year period using the straight-line method.

<u>Deferred income taxes</u> - Deferred income taxes are provided to reflect the tax effect of timing differences between financial and tax reporting, principally related to depreciation.

Investment tax credit - Income tax expense is reduced for the MICE of in which fixed asset expenditures create an investment tax credit.

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# NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

#### 2. DEPRECIATION

Depreciation, based on rates shown below, was:

|                            |                   | Kates             |
|----------------------------|-------------------|-------------------|
| Buildings and improvements | \$129,582         | 2.5 to 20 percent |
| Automotive equipment       | 255,044           | 20 to 33 percent  |
| Rental containers          | 54,044            | 17 percent        |
| Other equipment            | <u>120,806</u>    | 7 to 50 percent   |
| Total charged to income    | \$ <u>559,476</u> |                   |

#### 3. LONG-TERM DEBT

Chattel mortgage and real estate mortgages payable are secured by property and equipment of the combined companies. The aggregate monthly payment on the long-term debt of the combined companies is \$55,213.

#### 4. COMMITMENTS AND CONTINGENT LIABILITIES

With the exception of Automated Transfer Systems, Inc., all of the companies which are included in the combined financial statements, together with Lester LaFortune, Alfred Isola, the latter two being officers of all the named companies, Joseph Anstett, and John Does 1-20 were named as co-defendants in a suit filed in the Eighth Judicial District Court by James F. Hayes and Nish Kerkorian.

The complaint alleges that the plaintiffs, pursuant to an alleged oral agreement, were to be paid 10% of the purchase price should the planitiffs procure a purchaser or purchasers for the entire business interests of the defendants pertaining to the collection and disposal of garbage within Clark County, Nevada. They ask for general damages in the sum of \$400,000 plus punitive damages in the sum of \$650,000.

The companies' legal counsel is of the opinion that there is no liability, but, unless plaintiffs make an offer of settlement, a final dismissal of the action will require a trial which may or may not be before a jury.

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JAN 1 4 1976

CITY OF NORTH LAS VEGAS

# NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

#### 4. COMMITMENTS AND CONTINGENT LIABILITIES (Continued)

On December 2, 1974 a notice of claim of lien was received from George F. Kalb Construction Company growing out of construction of facilities at the dump site for the benefit of Consolidated Fibres, Inc., a subcontractor of Clark Sanitation, Inc. The claimant has purportedly liened the real property belonging to the United States of America which has issued a permit to the County of Clark and Clark Sanitation, Inc. as contractor for the County to enjoy the use of said property. Claimant contends that Consolidated Fibres, Inc. owes the claimant the sum of \$27,118.

It is the opinion of counsel that the true amount due to the claimant will be paid by Consolidated Fibres, Inc. and that the lien will be timely released. Counsel also believes that there is no exposure to Clark Sanitation, Inc. since Consolidated Fibres, Inc. has equipment upon the premises amenable to attachment that has a value far in excess of the amount claimed.

Clark Sanitation, Inc., Disposal Transportation, Inc. and Silver State Disposal Company, members of the combined group, have entered into an agreement for removal of wet garbage, the terms of which require the above-named companies to make monthly payments not to exceed \$3,000 for a period to and including September 30, 1977.

#### 5. FEDERAL INCOME TAXES

Investment tax credits applied to the reduction of income tax expense amounted to \$21,200. Unused investment tax credit which can be carried forward to subsequent years is approximately \$4,600.

Henderson Disposal Service, Inc., the wholly owned subsidiary of Disposal Investments, Inc., has used net operating loss carryover to offset taxable income of \$39,248 for the year ended September 30, 1974. There remains to be carried to future years \$9,332 of losses which expire as follows:

Year ended September 30, 1977 \$ 1,684 Year ended September 30, 1978 \$ 7,648 \$ 9,332

#### 6. PROFIT-SHARING PLAN

The companies provide a profit-sharing plan for all qualified salaried employees. The companies' contributions to the plan during the current year totaled \$60,000.

JAN 1 4 1976

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REPORT ON EXAMINATION
OF COMBINED FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 1973 /

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MAR 21 1974

City of North Las Vegas

MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070

Las Vegas, Nevada 89101

## COMBINED FINANCIAL STATEMENTS

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MAR 21 1974

MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS U. S. A., CANADA, MEXICO, SOUTH AMERICA GREAT BRITAIN, EUROPE, MIDDLE EAST AUSTRALIA, AFRICA Las Vegas, Nevada 89101
702 382-7020

The Board of Directors
Automated Transfer Systems, Inc.
Clark Sanitation, Inc.
Disposal Investments, Inc.
Disposal Transportation, Inc.
Silver State Disposal Company

We have examined the combined balance sheet of the abovenamed companies as of September 30, 1973 and the related combined statements of income, retained earnings and changes in financial position for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the combined financial position of the above-named companies at September 30, 1973 and the results of their combined operations and the changes in their financial position for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Las Vegas, Nevada January 10, 1974

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City of Authi

## COMBINED BALANCE SHEET

## **SEPTEMBER 30, 1973**

#### **ASSETS**

| Current assets                                                                                                             |                        | A 404 000                                     |
|----------------------------------------------------------------------------------------------------------------------------|------------------------|-----------------------------------------------|
| Cash<br>Accounts and notes receivable                                                                                      |                        | \$ 101,933                                    |
| Trade                                                                                                                      | \$ 398,987             |                                               |
| Less allowance for doubtful accounts                                                                                       | 72,800<br>326,187      |                                               |
| Other accounts and notes receivable<br>Inventories, at lower of cost or market<br>Prepaid expenses<br>Total current assets | 73,247                 | 399,434<br>39,228<br><u>37,084</u><br>577,679 |
| Property and equipment, at cost (Note 2) Accumulated depreciation and amortization                                         | 4,377,384<br>2,255,493 | 2,121,891                                     |
| Refundable security deposit                                                                                                |                        | 5,575                                         |
| Intangible assets<br>Goodwill                                                                                              |                        | 5,397                                         |
| Deferred charges Unamortized basis of franchise contracts                                                                  | 36,881                 |                                               |
| Unamortized finance charges Organization expense                                                                           | 14,875<br>1,180        | <u>52,936</u>                                 |
| ,                                                                                                                          |                        |                                               |
|                                                                                                                            |                        | \$ <u>2.763.478</u>                           |
| Th                                                                                                                         | A 1                    |                                               |

The accompanying notes are an integral part of these financial statements.

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COMBINED BALANCE SHEET

SEPTEMBER 30, 1973

## LIABILITIES

| Current liabilities Accounts payable - trade Current maturities of long-term debt Unsecured notes payable Chattel mortgages and real estate mortgage payable (Note 3) Accrued liabilities Federal income tax Other Total current liabilities | \$ 62,336<br><u>289,657</u><br>72,462<br><u>215,129</u>  | \$ 136,077<br>351,993<br><u>287,591</u><br>775,661 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------|
| Long-term debt                                                                                                                                                                                                                               | 120 961                                                  |                                                    |
| Unsecured notes payable<br>Chattel mortgages and real estate mortgage                                                                                                                                                                        | 130,864                                                  |                                                    |
| payable (Note 3)                                                                                                                                                                                                                             | <u>818,156</u>                                           | 949,020                                            |
|                                                                                                                                                                                                                                              |                                                          |                                                    |
| Refundable security deposits                                                                                                                                                                                                                 |                                                          | 1,050                                              |
| Deferred credits  Deferred federal income tax payable  Unearned revenue                                                                                                                                                                      | 8,814<br><u>30,795</u>                                   | 39,609                                             |
| Stockholders' equity (Note 1) Capital stock, no par value common, at paid-in value Capital surplus Retained earnings Less common stock held in treasury, at cost                                                                             | 329,483<br>8,124<br>337,607<br>660,931<br>998,538<br>400 | 998,138                                            |
|                                                                                                                                                                                                                                              |                                                          | \$2,763,478                                        |

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## COMBINED STATEMENT OF INCOME

## YEAR ENDED SEPTEMBER 30, 1973

| Disposal service revenues Dumping fees Container rentals Real estate rentals Container sales Equipment rentals Salvage revenues Total operating revenues                                                                                                                                |                                                          | \$4,611,339<br>180,549<br>342,655<br>129,049<br>9,414<br>4,320<br>2,835<br>5,280,161 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------------|
| Costs and expenses (Note 2) Disposal service expense Personnel expense Truck expense Indirect expense Dump operating expense Container rental expense Real estate rental expense Operating Interest Cost of container sales Administrative and general expense Total costs and expenses | \$1,894,345<br>1,272,518<br>412,068<br>143,490<br>53,396 | 3,578,931<br>345,829<br>109,526<br>196,886<br>5,319<br>784,299<br>5,020,790          |
| Operating income                                                                                                                                                                                                                                                                        |                                                          | 259,371                                                                              |
| Other income<br>Interest<br>Gain on sale of equipment<br>Miscellaneous                                                                                                                                                                                                                  | 1,218<br>21,346<br>14,120                                | <u>36,684</u><br>296,055                                                             |
| Other deductions Interest Amortization of city franchise contracts Contribution to employees' profit-sharing plan Charitable contributions Miscellaneous Income before provision for federal income tax                                                                                 | 39,867<br>2,990<br>50,000<br>297<br>848                  | 94,002<br>202,053                                                                    |
| Provision for federal income tax (Note 5)                                                                                                                                                                                                                                               |                                                          | 66,170                                                                               |
| Net income (\$6.66 per common share)                                                                                                                                                                                                                                                    |                                                          | \$ <u>135,883</u>                                                                    |

The accompanying notes are an integral part of these financial statements.

#### COMBINED STATEMENT OF RETAINED EARNINGS

YEAR ENDED SEPTEMBER 30, 1973

| Retained earnings at beginning of year | \$ | 678,019            |
|----------------------------------------|----|--------------------|
| •                                      |    |                    |
| Add net income                         | _  | 135,883<br>813,902 |
| Deduct cash dividends on common stock  | _  | 152,971            |
| Retained earnings at end of year       | Ś  | 660.931            |

The accompanying notes are an integral part of these financial statements.

William Michael

MAR 21 1974

City of Morine Las Vegas

## COMBINED STATEMENT OF CHANGES IN FINANCIAL POSITION

## YEAR ENDED SEPTEMBER 30, 1973

| Working capital provided from  Net income  Add charges (deduct credits) against earnings  not affecting working capital                                                                                                                          | \$ 135,883                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| Depreciation (Note 2)                                                                                                                                                                                                                            | 516,922                                                                                         |
| Amortization                                                                                                                                                                                                                                     | 28,438                                                                                          |
| Deferred credits realized                                                                                                                                                                                                                        | ( 305)                                                                                          |
| Gain on sale of equipment Working capital provided from operations                                                                                                                                                                               | ( <u>21,346</u> )                                                                               |
| Proceeds from issue of long-term debt                                                                                                                                                                                                            | 659,592<br>541,485                                                                              |
| Reduction of deferred charges                                                                                                                                                                                                                    | 6,234                                                                                           |
| Proceeds from sales of equipment                                                                                                                                                                                                                 | 31,900                                                                                          |
| Income deferred                                                                                                                                                                                                                                  | 8,282                                                                                           |
| Total working capital provided                                                                                                                                                                                                                   | 1,247,493                                                                                       |
| Working capital used for                                                                                                                                                                                                                         |                                                                                                 |
| Acquisition of property and equipment \$ 707,509                                                                                                                                                                                                 |                                                                                                 |
| Reduction of long-term debt 492,655                                                                                                                                                                                                              | 5                                                                                               |
|                                                                                                                                                                                                                                                  | _                                                                                               |
| Dividends                                                                                                                                                                                                                                        | <b></b>                                                                                         |
| Dividends                                                                                                                                                                                                                                        | <u>1,353,131</u>                                                                                |
|                                                                                                                                                                                                                                                  | <b></b>                                                                                         |
| Total working capital used  Decrease in working capital                                                                                                                                                                                          | 1,353,131                                                                                       |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of                                                                                                                                     | <u>1,353,131</u><br>(\$ <u>105,638</u> )                                                        |
| Total working capital used  Decrease in working capital                                                                                                                                                                                          | 1,353,131 (\$ 105,638) (\$ 72,615)                                                              |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of Cash                                                                                                                                | <u>1,353,131</u><br>(\$ <u>105,638</u> )                                                        |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses                                                                         | 1,353,131<br>(\$ 105,638)<br>(\$ 72,615)<br>54,814<br>( 23,241)<br>4,315                        |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses Accounts payable                                                        | 1,353,131<br>(\$ 105,638)<br>(\$ 72,615)<br>54,814<br>( 23,241)<br>4,315<br>( 31,149)           |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of    Cash    Accounts receivable (net)    Inventories    Prepaid expenses    Accounts payable    Current maturities of long-term debt | 1,353,131<br>(\$ 105,638)<br>(\$ 72,615)<br>54,814<br>( 23,241)<br>4,315<br>( 31,149)<br>40,977 |
| Total working capital used  Decrease in working capital  Increase (decrease) in working capital consisted of Cash Accounts receivable (net) Inventories Prepaid expenses Accounts payable                                                        | 1,353,131<br>(\$ 105,638)<br>(\$ 72,615)<br>54,814<br>( 23,241)<br>4,315<br>( 31,149)           |

The accompanying notes are an integral part of these financial statements.

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#### NOTES TO COMBINED FINANCIAL STATEMENTS

#### SUMMARY OF ACCOUNTING POLICIES

<u>Basis of combined statements</u> - The combined financial statements include the accounts of Automated Transfer Systems, Inc., Clark Sanitation, Inc., Disposal Investments, Inc., Disposal Transportation, Inc. and Silver State Disposal Company. All material intercompany accounts and transactions have been eliminated.

The capital stock on the combined balance sheet is the aggregate of the paid-in values of the no par common stock issued by each of the combined companies. Clark Sanitation, Inc., Disposal Investments, Inc., Disposal Transportation, Inc., and Silver State Disposal Company have each issued 20,400 shares of no par common stock of which four shares are held in the treasury on each company. Automated Transfer Systems, Inc. has issued and outstanding 20,396 shares.

<u>Inventories</u> - Inventories are valued at the lower of cost, determined by first-in, first-out method, or market.

Property and equipment - Property and equipment are carried at cost. Depreciation is computed for the various types of properties on bases deemed to be the most realistic in the circumstances. Depreciation of the trucks is provided for on a declining curve over a four year useful life at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service and has selected the stated method of depreciation as being most in accord with the pattern of loss in value in service.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in income for the period. The cost of maintenance and repairs is charged to income as incurred, whereas significant renewals and betterments are capitalized and deduction is made for retirements resulting from the renewals or betterments.

<u>Deferred income taxes</u> - Deferred income taxes are provided to reflect the tax effect of timing differences between financial and tax reporting, principally related to depreciation.

<u>Investment tax credit</u> - Income tax expense is reduced for the period in which fixed asset expenditures create an investment tax credit.



# NOTES TO COMBINED FINANCIAL STATEMENTS (Continued

#### 2. DEPRECIATION

Depreciation, based on rates shown below, was: Rates \$105,132 2.5 to 20 percent Buildings and improvements Automotive equipment 232,915 20 to 33 percent Rental containers 45,244 17 percent Other equipment 133,629 7 to 50 percent Total charged to income \$516,922

## 3. LONG-TERM DEBT

Chattel mortgage and real estate mortgages payable are secured by property and equipment of the combined companies. The aggregate monthly payment on the long-term debt of the combined companies is \$40,364.

#### 4. COMMITMENTS AND CONTINGENT LIABILITIES

With the exception of Automated Transfer Systems, Inc., all of the companies which are included in the combined financial statements, together with Lester LaFortune, Alfred Isola, the latter two being officers of all the named companies, Joseph Anstett, and John Does 1-20 were named as co-defendants in a suit filed in the Eighth Judicial District Court by James F. Hayes and Nish Kerkorian.

The complaint alleges that the plaintiffs, pursuant to an alleged oral agreement, were to be paid 10% of the purchase price should the plaintiffs procure a purchaser or purchasers for the entire business interests of the defendants pertaining to the collection and disposal of garbage within Clark County, Nevada. They ask for general damages in the sum of \$400,000 plus punitive damages in the sum of \$650,000.

The companies' legal counsel is of the opinion that there is no liability, but, unless plaintiffs make an offer of settlement, a final dismissal of the action will require a trial which may or may not be before a jury.

A class action suit by David D. Bradley, Robert A. Turmon, Ray Chenoweth and every other person similarly situated in the same or similar class was filed against Silver State Disposal Company, Disposal Transportation, Inc. and Clark Sanitation, Inc. in the Eighth Judicial District Court.

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## NOTES TO COMBINED FINANCIAL STATEMENTS (Continued)

#### 4. COMMITMENTS AND CONTINGENT LIABILITIES (Continued)

The subject matter of this class action is the contention by the plaintiffs that during the period of the stike by the Teamsters employees of the defendants during the month of May 1972, to wit: May 22-29, that the defendants wrongfully charged and accepted fees for the collection of garbage during said period of time when in fact no such collection was made and that defendants are liable, not only to the plaintiffs, but to all other persons similarly situated for either the credit or repayment of said charges made during said period of time.

It is the position of the defendants that the strike was not occasioned through any fault of the defendants; that at the end of said strike, all refuse was picked up at considerable cost to defendants requiring overtime pay at the increased pay rate for all of the members of the defendant companies to pick up the accumulation of garbage. Defendants have taken the position that all persons in the community who, during said strike either themselves or through third party or parties disposed of their own garbage are entitled to credit to the extent of 28 cents per pickup, the only condition being that said person or persons so disposing of said garbage, notify the defendants so that such credit can be given.

This action was dismissed on December 7, 1973 and notice of Entry of Order was entered on December 28, 1973. The expiration date of plaintiffs' time to appeal is January 28, 1974.

Clark Sanitation, Inc., Disposal Transportation, Inc. and Silver State Disposal Company, members of the combined group, members of the combined group group group, members of the combined group gro

#### 5. FEDERAL INCOME TAXES

Investment tax credits applied to the reduction of income tax. se amounted to \$13,640.

Income taxes have been reduced by the effect of and investment credit carryback. expense amounted to \$13,640.

loss and investment credit carrybacks in the amount of \$8,525.

#### 6. SUBSEQUENT EVENT

On December 1, 1973, Disposal Investments, Inc. purchased all of the capital stock of Henderson Disposal Service, Inc. for a total consideration of \$105,000. A down payment of \$30,000 was made on December 1, 1973 with the balance to be paid in monthly installments of \$2,316, including interest at 7 percent.

REPORT ON EXAMINATION

YEAR ENDED SEPTEMBER 30, 1971

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City of North Las Vegas



MAIN LAFRENTZ & CO.

REPORT ON EXAMINATION
YEAR ENDED SEPTEMBER 30, 1971

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APR 27 1972

city of North Las Vegas

MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070

Las Vegas, Nevada 89101

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## MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS U. S. A., CANADA, MEXICO, SOUTH AMERICA GREAT BRITAIN, EUROPE, MIDDLE EAST AUSTRALIA, AFRICA 319 SOUTH THIRD STREET - P.O. BOX 2070

Las Vegas, Nevada 89101

702 382-7020

The Board of Directors
Disposal Transportation, Inc.

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1971 and the related statements of income and retained earnings for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the financial position of Disposal Transportation, Inc. at September 30, 1971 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Main Lafrents & Co.

Las Vegas, Nevada November 30, 1971

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City of North Las Vegas

BALANCE SHEET.
SEPTEMBER 30, 1971

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## **BALANCE SHEET**

SEPTEMBER 30, 1971

## **ASSETS**

| Current assets Cash                                                                                 |                         | \$ 15,043              |
|-----------------------------------------------------------------------------------------------------|-------------------------|------------------------|
| Accounts receivable                                                                                 |                         |                        |
| Receivable from disposal customers Receivable from related companies - net Miscellaneous receivable | \$ 60,960<br>16,418<br> | 79,302                 |
| Prepaid expenses Total current assets                                                               |                         | <u>4,072</u><br>98,417 |
| Automotive equipment, at cost (Note 1)                                                              | 108,907                 |                        |
| Accumulated depreciation                                                                            | <u>86,096</u>           | 22,811                 |
| Deferred charges                                                                                    | ·                       |                        |
| Unamortized City of North Las Vegas contract                                                        | 574                     | •                      |
| Organization expense                                                                                | 232                     |                        |
| Unamortized finance charges                                                                         | <u>2,330</u>            | 3,136                  |

\$<u>124,364</u>

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APR 27 1972

The accompanying notes are an integral part of these financial statements.

City of North Las Vegas

## LIABILITIES

| Current liabilities                      |        |              |
|------------------------------------------|--------|--------------|
| Trade accounts payable                   |        | \$ 5,671     |
| Chattel mortgages payable - current      | •      | , -, -       |
| maturities (Note 1)                      |        | 10,260       |
| Accrued liabilities                      |        | ,            |
| Federal income tax                       |        | 4,690        |
| Other                                    | •      | <u>7,541</u> |
| Total current liabilities                | ·      | 28,162       |
| Total darione madificios                 |        | 20,102       |
| Long-term debt                           |        |              |
| Chattel mortgages payable - maturities . |        | •            |
| after one year (Note 1)                  |        | 12,273       |
|                                          |        | ,            |
| Refundable contract security deposit     |        | 150          |
|                                          |        |              |
| Stockholders' equity                     |        |              |
| Capital stock, no par common             | •      |              |
| 20,400 shares issued, of which 4 shares  |        |              |
| are in the corporate treasury            | 27,473 | •            |
| Capital surplus                          | 8,052  |              |
| Retained earnings                        | 48,288 |              |
|                                          | 83,813 |              |
| Less common stock held in treasury,      | •      |              |
| at cost (4 shares)                       | 34     | 83,779       |
|                                          |        |              |

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STATEMENT OF INCOME

YEAR ENDED SEPTEMBER 30, 1971

| Disposal service revenue Disposal service equipment rental                 |                   | \$413,734                |
|----------------------------------------------------------------------------|-------------------|--------------------------|
| Total operating revenue                                                    | `,                | <u>31,327</u><br>445,061 |
| Disposal service expense Personnel expense                                 | \$150,414         |                          |
| Truck expense (Note 3) Subcontractors' fees (Note 4)                       | 139,390<br>13,946 |                          |
| Indirect expense                                                           | <u>26,584</u>     | 330,334                  |
| Income from disposal services                                              | • •               | 114,727                  |
| General and administrative expense                                         |                   |                          |
| Personnel expense General expense                                          | 50,754<br>27,657  | •                        |
| Administrative occupancy and facilities expense                            | 12,384            | 90,795                   |
| Operating income                                                           | ,                 | 23,932                   |
| Other deductions                                                           |                   |                          |
| Donations<br>Interest                                                      | 200<br>1,234      | •                        |
| Amortization of City of North Las Vegas                                    |                   | 0.15                     |
| franchise contract                                                         | 1,720             | <u>3,154</u>             |
| Income before provision for federal income tax                             |                   | 20,778                   |
| Provision for federal income tax                                           |                   | 4,690                    |
| Net income (\$.79 per common share)                                        |                   | \$ <u>16,088</u>         |
|                                                                            | MICRO             | F:LMED                   |
|                                                                            | APR               | 27 1972                  |
| The accompanying notes are an integral part of these financial statements. | ra:<br>Cila       | o )rth<br>5 vegas        |

DISPOSAL TRANSPORTATION, INC.

STATEMENT OF RETAINED EARNINGS

YEAR ENDED SEPTEMBER 30, 1971

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Balance, beginning of year

\$ 32,200.

Net income

16,088

Balance, end of year

\$<u>48,288</u>

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APR 27 1972

CITY OF NORTH, LAS VEGAS

The accompanying notes are an integral part of these financial statements.

NOTES TO FINANCIAL STATEMENTS

## NOTE 1 AUTOMOTIVE EQUIPMENT

Disposal trucks owned by the Company are pledged as security for obligations at September 30, 1971 as follows:

|                          | Book value Chattel of truck mortgage |                 |             | Monthly<br>payment |            | Payments<br>remaining |         |
|--------------------------|--------------------------------------|-----------------|-------------|--------------------|------------|-----------------------|---------|
| Truck T-75<br>Truck T-76 | \$                                   | 2,822<br>16,545 | \$<br>2     | 442<br>2,091       | \$         | 442<br>818            | 1<br>27 |
|                          | \$                                   | 19,367          | \$ <u>2</u> | 2.533              | \$ <u></u> | 260                   | -       |

The disposal trucks are not in continuous service for the Company and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of depreciation as being most in accord with the pattern of loss of value in service. Depreciation is included in disposal service truck expense on the statement of income in the amount of \$19,530.

#### NOTE 2 CONTINGENT LIABILITIES

The Company has been named co-defendant with Disposal Investments, Inc., Silver State Disposal Company, Clark Sanitation, Inc., Lester LaFortune, Alfred Isola, the latter two being officers of all the named companies, Joseph Anstett, and John Does 1-20 in a suit filed in the Eighth Judicial District Court by James F. Hayes and Nish Kerkorian.

The complaint alleges that the plaintiffs, pursuant to an alleged oral agreement, were to be paid 10% of the purchase price should the plaintiffs procure a purchaser or purchasers for the entire business interest of the defendants pertaining to the collection and disposal of garbage within Clark County, Nevada. They ask for general damages in the sum of \$400,000 plus punitive damages in the sum of \$650,000.

APR 27 1972

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# NOTES TO FINANCIAL STATEMENTS (Continued)

## NOTE 2 (continued)

The Company's legal counsel is of the opinion that there is no liability and that unless some nominal nuisance-type value settlement offer is made by plaintiffs, it is felt that upon conclusion plaintiffs should have no recovery on their complaint.

#### NOTE 3 DISPOSAL SERVICE TRUCK EXPENSE

Included in disposal service truck expense are charges from a related company for materials used in repairing disposal trucks. Prior to October 1, 1970, these charges had been billed to the Company at a markup over cost. Effective October 1, 1970, these materials charges have been billed to the Company at cost. This change has resulted in the net income of the Company being approximately \$10,000 more than it would have been had the previous practice of marking up materials charges been continued through the current year.

#### NOTE 4 SUBCONTRACTORS' FEES

Included in subcontractors' fees for the year ended September 30, 1971 are the following:

Fees paid for wet garbage pickup Fees paid for drop box services \$ 3,600 10,346

\$ 13,946

Effective October 1, 1970, a related company performing the drop box services reduced its billing rates by 25 percent.

REPORT ON EXAMINATION

YEAR ENDED SEPTEMBER 30, 1970

MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

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MAIN LAFRENTZ & CO.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS
U. S. A., CANADA, MEXICO, SOUTH AMERICA
GREAT BRITAN, EUROPE, MIDDLE EAST
AUSTRALIA, AFRICA

319 SOUTH THIRD STREET - P.O. BOX 2070

Las Vegas, Nevada 89101

(702) 382-7020

The Board of Directors
Disposal Transportation, Inc.

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1970 and the related statements of income and retained earnings for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the financial position of Disposal Transportation, Inc. at September 30, 1970 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Main Lafrents # Co.

Las Vegas, Nevada December 23, 1970 DISPOSAL TRANSPORTATION, INC.

BALANCE SHEET

SEPTEMBER 30, 1970

## BALANCE SHEET

## **SEPTEMBER 30, 1970**

## **ASSETS**

| Current assets Cash Accounts receivable                                                                                                    |                                    | \$ 17,845                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------|
| Receivable from disposal customers Receivable from related companies - net Miscellaneous receivables Prepaid expenses Total current assets | \$ 56,540<br>1,515<br><u>1,924</u> | 59,979<br>4,108<br>81,932 |
| Automotive equipment, at cost (Note 1) Accumulated depreciation                                                                            | 75,818<br><u>66,566</u>            | 9,252                     |
| Deferred charges Unamortized City of North Las Vegas contract Organization expense Unamortized finance charges                             | 2,295<br>232<br>511                | 3,038<br>\$ 94,222        |

The accompanying notes are an integral part of these financial statements.

## LIABILITIES

| Current liabilities                     |              | A = 11.          |
|-----------------------------------------|--------------|------------------|
| Trade accounts payable                  |              | \$2,441          |
| Chattel mortgages payable - current     |              | F 20F            |
| maturities (Note 1)                     |              | 5,305            |
| Accrued liabilities                     | A 0 01:0     |                  |
| Federal income tax                      | \$ 2,042     |                  |
| Contribution to employees' profit-      | 10 1.66      |                  |
| sharing plan                            | 10,466       | 10 103           |
| Other                                   | <u>5,685</u> | 18,193<br>25,939 |
| Total current liabilities               |              | 25,939           |
| Long-term debt                          |              |                  |
| Chattel mortgages payable - maturities  |              |                  |
| after one year (Note 1)                 |              | 442              |
| , , , , , , , , , , , , , , , , , , ,   | •            |                  |
| Refundable contract security deposit    |              | 150              |
| Stockholders' equity                    |              |                  |
| Capital stock, no par common            |              |                  |
| 20,400 shares issued, of which 4 shares |              |                  |
| are in the corporate treasury           | 27,473       |                  |
| Capital surplus                         | 8,052        |                  |
| Retained earnings                       | 32,200       |                  |
|                                         | 67,725       |                  |
| Less common stock held in treasury,     | -,,,->       |                  |
| at cost (4 shares)                      | 34           | 67,691           |
| de cose (1 states)                      |              |                  |
|                                         |              | \$ <u>94,222</u> |

## STATEMENT OF INCOME

## YEAR ENDED SEPTEMBER 30, 1970

| •                                                                                                                                    |                                          |                                       |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|---------------------------------------|
| Disposal service revenue (Note 3) Disposal service equipment rental Total operating revenue                                          |                                          | \$360,564<br><u>20,409</u><br>380,973 |
| Disposal service expense (Note 3)  Personnel expense  Truck expense  Subcontractor's fees Indirect expense                           | \$119,628<br>122,278<br>11,152<br>21,452 | 274,510                               |
| That reac expense                                                                                                                    | 21,472                                   | <del></del>                           |
| Income from disposal services                                                                                                        |                                          | 106,463                               |
| General and administrative expense (Note 3) Personnel expense General expense Administrative occupancy and facilities expense        | 38,315<br>22,720<br>17,263               | _78,2 <u>98</u>                       |
| Operating income                                                                                                                     |                                          | ·                                     |
| Operating income                                                                                                                     |                                          | 28,165                                |
| Other income                                                                                                                         |                                          | 73                                    |
|                                                                                                                                      |                                          | 28,238                                |
| Other deductions Contribution to employees' profit- sharing plan Interest Amortization of City of North Las Vegas franchise contract | 10,466<br>498<br><u>1,721</u>            | 12,685                                |
| Income before provision for federal income tax                                                                                       |                                          | 15,553                                |
| Provision for federal income tax                                                                                                     |                                          | 3,842                                 |
| Net income (\$.57 per common share)                                                                                                  |                                          | \$ <u>11,711</u>                      |

The accompanying notes are an integral part of these financial statements.

DISPOSAL TRANSPORTATION, INC.

STATEMENT OF RETAINED EARNINGS

YEAR ENDED SEPTEMBER 30, 1970

| Balance, beginning of year | \$ 20,489     |
|----------------------------|---------------|
| Net income                 | <u>11,711</u> |
| Balance, end of year       | \$ 32,200     |

The accompanying notes are an integral part of these financial statements.

#### NOTES TO FINANCIAL STATEMENTS

#### NOTE 1 AUTOMOTIVE EQUIPMENT

A disposal truck owned by the Company is pledged as security for an obligation at September 30, 1970 as follows:

|            | Book value<br>of truck | Chattel<br>mortgage |
|------------|------------------------|---------------------|
| Truck T-75 | \$4,565                | \$5,747             |

The payments on the above obligation, including interest at 6.5%, are \$442 per month with twelve months remaining.

The disposal trucks are not in continuous service for the Company and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of depreciation as being most in accord with the pattern of loss of value in service. Depreciation is included in disposal service truck expense on the statement of income in the amount of \$9,252.

#### NOTE 2 CONTINGENT LIABILITIES

The Company has been named co-defendant with Disposal Investments, Inc., Silver State Disposal Company, Clark Sanitation, Inc., Lester LaFortune, Alfred isola, the latter two being officers of all the named companies, Joseph Anstett, and John Does 1-20 in a suit filed in the Eighth Judicial District Court by James F. Hayes and Nish Kerkorian.

The complaint alleges that the plaintiffs, pursuant to an alleged oral agreement, were to be paid 10% of the purchase price should the plaintiffs procure a purchaser or purchasers for the entire business interests of the defendants pertaining to the collection and disposal of garbage within Clark County, Nevada. They ask for "general damages in the sum of \$400,000 plus punitive damages in the sum of \$650,000".

## NOTES TO FINANCIAL STATEMENTS (Continued)

#### NOTE 2 (continued)

The Company's legal counsel is of the opinion that there is no liability and that unless some nominal nuisance type value settlement offer is made by plaintiffs, it is felt that upon conclusion plaintiffs should have no recovery on their complaint.

## NOTE 3 DISPOSAL SERVICE REVENUE, DISPOSAL SERVICE EXPENSE AND GENERAL AND ADMINISTRATIVE EXPENSE

In December 1969, the Company increased its billing rates as follows:

- 1) An increase in business rates from \$9.90 per quarter to \$11.70 per quarter.
- 2) An increase in residential rates from \$5.50 per quarter to \$7.75 per quarter.

Disposal service expense and general and administrative expense increased during the year by \$95,612 including \$19,081 applicable to director-employees' compensation.

#### NOTE 4 SUBSEQUENT EVENT

On October 1, 1970, the Company along with Clark Sanitation, Inc. and Silver State Disposal Company entered into an agreement with R. C. Farms, Inc. to determine the amount of fees to be paid to the latter for the service of picking up wet garbage as specified in the agreement between the parties dated June 1, 1969.

The payments agreed to be made on the first day of each month commencing October 1, 1970 are as follows:

| By Silver State Disposal Company |                 |
|----------------------------------|-----------------|
| to R. C. Farms, Inc.             | \$1,200         |
| By Clark Sanitation, Inc. to     |                 |
| R. C. Farms, Inc.                | 1,500           |
| By Disposal Transportation, Inc. |                 |
| to R. C. Farms, Inc.             | 300             |
| Total                            | \$ <u>3,000</u> |

These payments are to continue for a period of six months, at the conclusion of which, an evaluation of the operation of R. C. Farms, Inc. shall be made by the parties to determine whether or not to continue to operate R. C. Farms, Inc. in the hog raising and sales aspect or to liquidate the herd and effect a partial liquidation of R. C. Farms, Inc.

REPORT ON EXAMINATION
YEAR ENDED SEPTEMBER 30, 1969

MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

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MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS U. S. A., CANADA, MEXICO, SOUTH AMERICA GREAT BRITAN, EUROPE, MIDDLE EAST AUSTRALIA. AFRICA SIS SOUTH THIRD STREET - P.O. BOX 2070

Las Vegas, Nevada 89101

(702) 382-7020

The Board of Directors
Disposal Transportation, Inc.

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1969 and the related statements of income and retained earnings for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, such financial statements present fairly the financial position of Disposal Transportation, Inc. at September 30, 1969 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Main Lafrentz & Co.

MAIN LAFRENTZ & CO.

Las Vegas, Nevada December 12, 1969 (except Note 2 as of March 17, 1970) DISPOSAL TRANSPORTATION, INC.

BALANCE SHEET

SEPTEMBER 30, 1969

# BALANCE SHEET

# SEPTEMBER 30, 1969

### **ASSETS**

| Current assets Cash Accounts receivable                                                            |                         | \$ 14,400                        |
|----------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|
| Receivable from disposal customers Miscellaneous receivables Prepaid expenses Total current assets | \$ 39,025<br>           | 40,950<br>4,435<br>59,785        |
| Automotive equipment, at cost (Note 1) Accumulated depreciation                                    | 75,818<br><u>57,314</u> | 18,504                           |
| Deferred charges<br>Unamortized City of North Las Vegas contract<br>Organization expense           | 4,016<br><u>232</u>     | 4,248<br>———<br>\$ <u>82,537</u> |

These financial statements and the accompanying notes are subject to the accountants' opinion.

# LIABILITIES

| Current liabilities                     |                        |
|-----------------------------------------|------------------------|
| Trade accounts payable                  | \$ 1,423               |
| Accrued liabilities                     | 7,649                  |
| Chattel mortgages payable - current     |                        |
| maturities (Note 1)                     | 7,785                  |
| Payable to related companies - net      |                        |
| Total current liabilities               | $\frac{3,361}{20,218}$ |
| Long-term debt                          |                        |
| Chattel mortgages payable - maturities  |                        |
| after one year (Note 1)                 | 6,189                  |
|                                         |                        |
| Refundable contract security deposit    | 150                    |
| Stockholders' equity                    |                        |
| Capital stock, no par common            |                        |
| 20,400 shares issued, of which 4 shares |                        |
| are in the corporate treasury \$ 27,4   | 73                     |
| Capital surplus 8,0                     |                        |
| Retained earnings <u>20,4</u>           | <u>.89</u>             |
| 56,0                                    | 14                     |
| Less: Common stock held in treasury,    |                        |
| at cost (4 shares)                      | <u>55,980</u>          |
|                                         | \$ <u>82.537</u>       |

### STATEMENT OF INCOME

# YEAR ENDED SEPTEMBER 30, 1969

| Disposal service revenue<br>Equipment rental revenue<br>Total operating revenue                                                                                                                                        |                                                   | \$258,374<br><u>24,926</u><br>283,300 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------|
| Operating expenses Disposal service personnel expense Disposal service truck expense Disposal service subcontractor's fees Disposal service indirect expense General and administrative expense Income from operations | \$102,865<br>102,229<br>5,211<br>13,866<br>43,491 | 267,662<br>15,638                     |
| Other income Interest Gain on sale of truck Miscellaneous income                                                                                                                                                       | 41<br>2,963<br><u>42</u>                          | 3,046<br>18,684                       |
| Other deductions Amortization of City of North Las Vegas contract Interest                                                                                                                                             | 1,721<br>1,195                                    | 2,916                                 |
| Income before provision for federal income tax<br>Provision for federal income tax                                                                                                                                     |                                                   | 15,768<br>3,887                       |
| Net income (\$.58 per common share)                                                                                                                                                                                    |                                                   | \$ <u>11,881</u>                      |

These financial statements and the accompanying notes are subject to the accountants' opinion.

DISPOSAL TRANSPORTATION, INC.

STATEMENT OF RETAINED EARNINGS

YEAR ENDED SEPTEMBER 30, 1969

| Balance, beginning of year | \$ 8,608         |
|----------------------------|------------------|
| Net income                 | <u>11,881</u>    |
| Balance, end of year       | \$ <u>20,489</u> |

These financial statements and the accompanying notes are subject to the accountants' opinion.

### NOTES TO FINANCIAL STATEMENTS

### NOTE 1 AUTOMOTIVE EQUIPMENT

Disposal trucks owned by the company are assigned or pledged as security for obligations at September 30, 1969 as follows:

|                          | Book Value<br>of Trucks | Chattel<br><u>Mortgages</u> |
|--------------------------|-------------------------|-----------------------------|
| Truck T-74<br>Truck T-75 | \$ 3,924<br>_9,129      | \$ 2,923<br>11,051          |
|                          | \$ <u>13.053</u>        | \$ <u>13.974</u>            |

The payments on the above obligations, including interest at 6.5% are as follows:

|                          | Monthly<br><u>Payment</u> | Remaining<br><u>Period</u> |  |
|--------------------------|---------------------------|----------------------------|--|
| Truck T-74<br>Truck T-25 | \$ 729<br><u>442</u>      | 4 months<br>24 months      |  |
|                          | \$ <u>1,171</u>           |                            |  |

The disposal trucks are not in continuous service for the company, and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of depreciation as being most in accord with the pattern of loss of value in service. Depreciation is included in disposal service truck expense on the statement of income in the amount of \$18,505.

### NOTE 2 CONTINGENT LIABILITIES

The Company has been named co-defendant with Disposal Investments, Inc., Silver State Disposal Company, Clark Sanitation, Inc., Henderson Disposal Service, Inc., Lester LaFortune, John Isola, and Alfred Isola, the latter three being officers of all the named companies, in a damage suit alleging violation of the anti-trust laws of the United States. Plaintiff, Sun Valley Disposal Co., Inc. asks judgment for damages "in the sum of \$544,712 or such other sum as the proceeding in this case may disclose as damages,"

# NOTES TO FINANCIAL STATEMENTS (Continued)

### NOTE 2 (continued)

that the sum be trebled, interest, costs and reasonable attorney's fees."

The United States District Court for the State of Nevada granted a motion for summary judgment on behalf of the defendants. The decision of that court was appealed to the Ninth Circuit Court of Appeals which upheld that decision. Appeal to the Supreme Court was not made within the time prescribed by law.

REPORT ON EXAMINATION

YEAR ENDED SEPTEMBER 30, 1968

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city of north las vegas

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CITY OF NORTH LAS VEGAS

# MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS U. S. A., CANADA, MEXICO, SOUTH AMERICA GREAT BRITAIN, EUROPE, MIDDLE EAST AUSTRALIA. AFRICA 319 SOUTH THIRD STREET - P.O. BOX 2070
Las Vegas, Nevada 89101

To the Board of Directors Disposal Transportation, Inc. Las Vegas, Nevada

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1968 and the related statements of income and retained earnings for the year then ended. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, subject to any adjustments to the balance sheet and statements of income and retained earnings which may result from the final determination of the lawsuit as indicated in Note 4 to the financial statements, the accompanying financial statements present fairly the financial position of Disposal Transportation, Inc. at September 30, 1968 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year, except as to the change (which change we approve) referred to in Note 2 of the notes to the financial statements.

Main Lafrents & Co.

Las Vegas, Nevada December 26, 1968

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CITY OF NORTH

BALANCE SHEET
SEPTEMBER 30, 1968

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FEB 25 1972

city of north Las Vegas

# BALANCE SHEET

# SEPTEMBER: 30, 1968

# A S S E T S

| Current assets:                                                        |                              |                     |
|------------------------------------------------------------------------|------------------------------|---------------------|
| Cash                                                                   |                              | \$ 12,857.92        |
| Accounts receivable:                                                   |                              |                     |
| Receivable from disposal customers                                     | \$ 34,220.62                 |                     |
| Less: Reserve for doubtful accounts                                    | <u>1,290.64</u><br>32,929.98 |                     |
| Miscellaneous receivables                                              | 2,276.01                     |                     |
| Total accounts receivable                                              |                              | 35,205.99           |
| Prepaid expenses                                                       |                              | 3,842.30            |
| Total current assets                                                   |                              | 51,906.21           |
| Automotive equipment, at cost (Note 1)  Less: Accumulated depreciation | 96,860.89<br>58,314.18       | 38,546.71           |
| Deferred charges:                                                      |                              |                     |
| Unamortized City of North Las Vegas                                    |                              |                     |
| contract                                                               | 5,737 <b>.</b> 41.           |                     |
| Organization expense                                                   | <u>232.01</u>                |                     |
| Total deferred charges                                                 |                              | 5,969.42            |
|                                                                        |                              |                     |
| Total                                                                  |                              | \$ <u>96.422.34</u> |

These financial statements and accompanying notes are subject to the accountants' report.

# LIABILITIES

| Current liabilities: Trade accounts payable Accrued liabilities Chattel loans payable - current maturities (Note 1) Payable to affiliated companies - net Total current liabilities |                     | \$ 3,524.47<br>5,552.19<br>21,527.71<br>6,831.94<br>37,436.31 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------|
| Long-term debt: Chattel loans payable - maturities after one year (Note 1)                                                                                                          |                     | 14,737.79                                                     |
| Refundable contract security deposit                                                                                                                                                |                     | 150.00                                                        |
| Stockholders' equity: Capital stock, no par common: 20,400 shares issued and outstanding, of which 4 shares are in the corporate treasury                                           | \$ 27,472.75        |                                                               |
| Capital surplus                                                                                                                                                                     | 8,051.71            |                                                               |
| Retained earnings                                                                                                                                                                   | 8,607.66            |                                                               |
| Less: Cost of treasury stock<br>Total stockholders' equity                                                                                                                          | 44, 132.12<br>33.88 | 44,098.24                                                     |
| Total                                                                                                                                                                               |                     | \$ <u>.96.422.34</u>                                          |

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city of north

# STATEMENT OF INCOME

# YEAR ENDED SEPTEMBER 30, 1968

| Disposal service revenue  Equipment rental revenue  Total operating revenue                                                                                                                                                                                                | \$235,511.34<br><u>28,841.42</u><br>264,352.76 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Operating expenses: Disposal service personnel expense Disposal service truck expense Disposal service indirect expense General and administrative expense Total operating expenses Income from operations  \$102,175.68 84,044.73 13,652.15 34,594.03                     | 234,466.59<br>29,886.17                        |
| Other income:  Gain on sale and disposition of trucks                                                                                                                                                                                                                      | 7,782.86<br>37,669.03                          |
| Other deductions: Amortization of City of North Las Vegas contract Interest Income before provision for federal income tax  Provision for federal income tax (Note 3) Income before extraordinary item  Extraordinary item: Federal income tax credit (Note 3)  Net income |                                                |
| Per share of common stock:  Income before extraordinary item Extraordinary item  Net income                                                                                                                                                                                | \$ 1.13<br>51<br>\$1.64                        |

These financial statements and accompanying notes are subject to the accountants' report.

FEB 25 1372



# DISPOSAL TRANSPORTATION, INC. STATEMENT OF RETAINED EARNINGS YEAR ENDED SEPTEMBER 30, 1968

Balance, beginning of year (deficit)

(\$ 24,753.96)

Add: Net income

33,361.62

Balance, end of year

\$<u>8,607.66</u>

These financial statements and accompanying notes are subject to the accountants report.

FEB 25 13/2

### NOTES TO FINANCIAL STATEMENTS

### **SEPTEMBER 30, 1968**

### Note 1. Automotive equipment:

Disposal trucks owned by the company are assigned or pledged as security for obligations at September 30, 1968 as follows:

|       |      | DO | ok value  | unattei               |
|-------|------|----|-----------|-----------------------|
|       |      | 0  | f_Trucks  | <u>Mortgage Loans</u> |
| Truck | T73  | \$ | 6,582.97  | \$ 9,172.58           |
| Truck | T 74 |    | 7,848.17  | 11,179.12             |
| Truck | T75  | _  | 18,258.71 | 15,913.80             |
|       |      | \$ | 32,689,85 | \$ <u>36.265.50</u>   |

Pools Volum

Charrel

The payments on the above obligations, including interest at 6.5% are as follows:

|       |      | monthly           | Kemaining |
|-------|------|-------------------|-----------|
|       |      | _ Payment_        | Period    |
| Truck | T73  | \$ 728.7          | 0 12 mos. |
| Truck | T 74 | 729.4             | 6 16 mos. |
| Truck | T75  | 442.0             | 5 36 mos. |
|       |      | \$ <u>1,900.2</u> | <u> </u>  |

The disposal trucks are not in continuous service for the company, and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of depreciation as being most in accord with the pattern of loss of value in service.

Depreciation is included in disposal service truck expense on the statement of income in the amount of \$19,916.93.

### Note 2. Change in accounting method:

The basis of allocating use, occupancy and facilities charge from Silver State Disposal Company was changed from a direct labor hour method to a method based on actual work performed by the office personnel on the related companies.

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City of Morth Las Vegas

### Note 2. (Continued)

This change increased income before federal income tax approximately \$2,700.00 from the amount which would have been reported on the basis used for the year ended September 30, 1967.

### Note 3. Federal income tax credit:

The income tax net loss sustained in the year ended September 30, 1967 was carried forward and offset against the taxable income for the year ended September 30, 1968, resulting in the elimination of taxable income for the current year.

### Note 4. Contingent liabilities:

The company has been named co-defendant with Disposal Investments, Inc., Silver State Disposal Company, Clark Sanitation, Inc., Henderson Disposal Service, Inc., Lester LaFortune, John Isola, and Alfred Isola, the latter three being officers of all the named companies, in a damage suit alleging violation of the anti-trust laws of the United States. Plaintiff, Sun Valley Disposal Co., Inc. asks judgment for damages "in the sum of \$544,712.49 or such other sum as the proceeding in this case may disclose as damages, that the sum be trebled, interest, costs and reasonable attorney's fees."

The United States District Court for the State of Nevada granted a motion for summary judgment on behalf of the defendants. The decision of that court is presently on appeal before the Ninth Circuit Court of Appeals. The company's legal counsel does not believe that this pending litigation presents any likelihood of financial liability to Disposal Transportation, Inc. and the related companies.

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FEB 25 1572

City of North Las Vegas

REPORT ON EXAMINATION

YEAR ENDED SEPTEMBER 30, 1967

MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

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LAS VEGAS

# MAIN LAFRENTZ & Co.

### CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS U. S. A., CANADA, MEXICO, SOUTH AMERICA GREAT BRITAN, EUROPE, MIDDLE EAST AUSTRALIA, AFRICA 319 SOUTH THIRD STREET - P.O. BOX 2070

Las Vegas, Nevada 89101

(702) 982-7020

To the Board of Directors Disposal Transportation, Inc. Las Vegas, Nevada

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1967 and the related statements of income and retained earnings for the year then ended. Our examination was made in conformity with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The company is named as co-defendant in a lawsuit as set forth in Note 3 to the financial statements, and the ultimate effect of this circumstance on the financial condition cannot be presently evaluated.

In our opinion the accompanying balance sheet and statements of income and retained earnings present fairly the financial position of the company at September 30, 1967, except for the undeterminable potential of the above-mentioned lawsuit, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year. Because of the possible material effect on the financial statements of the lawsuit, the outcome of which is uncertain, we do not express any opinion on the company's financial statements taken as a whole.

Main Lafrants

Las Vegas, Nevada December 29, 1967 FEB [

City of No Las Vegas

# LIABILITIES

Current liabilities:

| Trade accounts payable Accrued liabilities                                                                                                           | <u>'</u>                          | 3,269.02<br>6,627.26                |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------------------|
| Chattel loans payable - current<br>maturities (Note I)<br>Payable to related company                                                                 |                                   | 23,492.32<br>48,335.27<br>81,723.87 |
| Total current liabilities                                                                                                                            |                                   | 81,/23.8/                           |
| Long-term debt:                                                                                                                                      |                                   |                                     |
| <ul> <li>Chattel loans payable - maturities<br/>after one year (Note 1)</li> </ul>                                                                   |                                   | 29,454.40                           |
| Refundable contract security deposit                                                                                                                 |                                   | 150.00                              |
| Stockholders' equity (Note 2): Capital stock, no par common: 20,400 shares issued and outstanding, of which 2.4 shares are in the corporate treasury | \$ 27,472.75                      |                                     |
| Capital surplus (Note 4)                                                                                                                             | 8,051.71                          |                                     |
| Retained earnings (deficit)                                                                                                                          | ( <u>24,753.96</u> )<br>10,770.50 |                                     |
| Less: Cost of treasury stock<br>Total stockholders' equity                                                                                           | 20.33                             | 10,750.17                           |
|                                                                                                                                                      |                                   |                                     |

Total \$122,078.44

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FEB 25 1972

City of North Las Vegas

# BALANCE SHEET

# SEPTEMBER 30, 1967

# ASSETS

| Current assets:                                                        |                         |      |          |
|------------------------------------------------------------------------|-------------------------|------|----------|
| Cash                                                                   |                         | \$ 5 | 5,110.37 |
| Accounts receivable:                                                   |                         |      |          |
| Receivable from disposal customers  Less: Reserve for doubtful         | \$ 28,971.09            |      |          |
| accounts                                                               | 465.21<br>28,505.88     |      |          |
| Miscellaneous receivables                                              | 2,276.01                |      |          |
| Receivable from related companies                                      | 30,540.13               | _    | •        |
| Total accounts receivable                                              |                         | 61   | ,322.02  |
| · Prepaid expenses                                                     |                         | 2    | 2,853.18 |
| Total current assets                                                   |                         | 69   | 9,285.57 |
| Automotive equipment, at cost (Note 1)  Less: Accumulated depreciation | 121,656.63<br>76,554.42 | 45   | 5,102.21 |
| Deferred charges:                                                      |                         |      |          |
| Unamortized City of North Las Vegas contract                           | 7,458.65                |      |          |
| Organization expense                                                   | 232.01                  |      |          |
| Total deferred charges                                                 |                         | 7    | ,690.66  |
|                                                                        |                         |      |          |

Total

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\$122,078.44

FEB 25:

### STATEMENT OF INCOME

### YEAR ENDED SEPTEMBER 30, 1967

| Disposal service revenue Wet garbage collection fees from sub-contractors | \$216,687.24<br>171.60                                        |
|---------------------------------------------------------------------------|---------------------------------------------------------------|
| Equipment rental revenue                                                  | <u> 34,914.80</u>                                             |
| Total operating revenue                                                   | 251,773.64                                                    |
| Operating expenses:                                                       |                                                               |
| Disposal service personnel expense                                        | \$138,174.28                                                  |
| Disposal service truck expense                                            | 102,520.58<br>12,633.45                                       |
| Disposal service indirect expense General and administrative expense      | _33,786.05                                                    |
| Total operating expenses                                                  | 287,114.36<br>( 35,340.72)                                    |
| Operating loss                                                            | ( 35,340.72)                                                  |
| •                                                                         |                                                               |
| Other income:                                                             | 22.05                                                         |
| , Interest earned<br>Gain on sale of truck                                | 28.05<br>1 287 27 1 315 32                                    |
| datii on sale of craek                                                    | $\begin{array}{c} 1,287.27 \\ \hline (34,025.40) \end{array}$ |
|                                                                           |                                                               |
| Other deductions:                                                         |                                                               |
| Amortization of City of North                                             |                                                               |
| Las Vegas contract<br>Interest                                            | 1,721.24<br>5,129.26 6,850.50                                 |
| Interest                                                                  |                                                               |
| Net loss before special items                                             | ( 40,875.90)                                                  |
|                                                                           |                                                               |
| Special items:                                                            |                                                               |
| Federal income tax credits (Note 5)                                       | 1,923.52                                                      |
| Cost of recapitalization (Note 2)                                         | 144.16 1,779.36                                               |
| Net loss and special items                                                | (\$ <u>39,096.54</u> )                                        |
| Per share of common stock outstanding September 30, 1                     | 967 (20,397.6 shares):                                        |
|                                                                           | (\$ 2.00)<br>.08<br>.08<br>(1.92)                             |
| Net loss before special items<br>Special items                            | (\$ 2.00)                                                     |
| Net loss and special items                                                | ( ( 1.92)                                                     |
|                                                                           | FEB 2                                                         |
|                                                                           |                                                               |
| These financial statements are subject to the accounta                    | ants' report.                                                 |
|                                                                           | " VEG ORTA                                                    |
| -3-                                                                       | ants' report. Por Non 1972                                    |
|                                                                           |                                                               |

# DISPOSAL TRANSPORTATION, INC. STATEMENT OF RETAINED EARNINGS YEAR ENDED SEPTEMBER 30, 1967

Balance, beginning of year

\$ 14,514.98

Less: Excess of acquisition cost over issue price of 20 shares of treasury stock permanently retired in recapitalization

March 15, 1967: Acquisition cost

Issue price (charged to capital stock)

Acquisition premium charged to retained earnings

688.00 515.60

Less: Net loss for year

39,096.54

Balance, end of year (deficit)

(\$24,753.96)

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These financial statements are subject to the accountants' report.

### NOTES TO FINANCIAL STATEMENTS

### **SEPTEMBER 30, 1967**

Note 1. Disposal trucks owned by the company are assigned or pledged as security for obligations at September 30, 1967 as follows:

|                 | Book                | Chattel             |
|-----------------|---------------------|---------------------|
|                 | Value               | Mortgage            |
|                 | of Trucks           | Loans               |
| Trucks T72, T73 | \$ 26,331.88        | \$ 34,038.15        |
| Truck T74       | <u> 15,696.33</u>   | 18,908.57           |
|                 | \$ <u>42,028.21</u> | \$ <u>52,946.72</u> |

The payments on the above obligations, including interest at 6.5%, are as follows:

|                 | Monthly<br>Payment | Remaining<br>Period |  |
|-----------------|--------------------|---------------------|--|
| Trucks T72, T73 | \$ 1,457.40        | 24 Mos.             |  |
| Truck T74       | 729.46             | 28 Mos.             |  |
|                 | \$ <u>2,186.86</u> |                     |  |

The disposal trucks are not in continuous service for the company, and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of depreciation as being most in accord with the pattern of loss of value in service; and we concur in this opinion.

Note 2. Effective March 15, 1967, the capital stock was split on the basis of 15 shares to each share previously outstanding. The fractional shares created by this stock split were then purchases by the corporation from the stockholders with the following exceptions:



# Note 2. (Continued)

| Stockholders           | Number of<br>Fractional<br>Shares | Proposed<br>Purchase<br>Price |       |
|------------------------|-----------------------------------|-------------------------------|-------|
| Alvin and Evelyn Arata | .95                               | \$                            | 8.04  |
| David Arata            | .65                               |                               | 5.51  |
|                        | 1.60                              | \$                            | 13.55 |

The 20 shares held as treasury stock were cancelled prior to the above mentioned stock split.

### Note 3. Contingent liabilities:

The company has been named co-defendant with Clark Sanitation, Inc., Disposal Investments, Inc., Silver State Disposal Company, Henderson Disposal Service, Inc., Lester L. LaFortune, John Isola, and Alfred Isola, the latter three being officers of all of the named companies, in a damage suit charging violation of the Sherman Act. Plaintiff Sun Valley Disposal Co., Inc. asks judgment for damages "in the sum of \$544,712.49 or such other sum as the proceeding in the case may disclose as damages, that the same be trebled, interest, costs and reasonable attorney's fees". The company's legal counsel are of the opinion that "the claims against such companies are without merit"; but that the litigation may be protracted and costly. All costs of the litigation are being defrayed by Clark Sanitation, Inc. and there is no intention on the part of management to assess any of such costs against any of the other defendants.

- Note 4. The capital surplus reflected represents the excess of net assets received in the liquidation in 1958 of a wholly-owned subsidiary, over the cost of the investment in the subsidiary; or, effectively the realized earned surplus of the subsidiary.
- Note 5. The net loss recorded in the year ended September 30, 1967 will be carried back against taxable income reported for federal income tax purposes in prior years, resulting in a claim for refund of taxes paid in prior years of \$1,923.52.



REPORT ON EXAMINATION
YEAR ENDED SEPTEMBER 30, 1966

RECIEUE 0 7/25/67

MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

REPORT ON EXAMINATION
YEAR ENDED SEPTEMBER 30, 1966

MAIN LAFRENTZ & Co.
CERTIFIED PUBLIC ACCOUNTANTS
319 South Third Street - P.O. Box 2070
Las Vegas, Nevada 89101

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# MAIN LAFRENTZ & Co.

CERTIFIED PUBLIC ACCOUNTANTS

OFFICES OR ASSOCIATED FIRMS
U. S. A., CANADA, MEXICO, SOUTH AMERICA
GREAT BRITAN, EUROPE, MIDDLE EAST
AUSTRALIA, AFRICA

319 SOUTH THIRD STREET - P.O. BOX 2070

Las Vegas, Nevada 89101

(702) 582-7020

To the Board of Directors of DISPOSAL TRANSPORTATION, INC. Las Vegas, Nevada

We have examined the balance sheet of Disposal Transportation, Inc. as of September 30, 1966 and the related statements of income and retained earnings for the year then ended. Our examination was made in conformity with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

The company is named as co-defendant in a law suit as set forth in the notes to the financial statements, and the ultimate effect of this circumstance on the financial condition of the company cannot be presently evaluated.

In our opinion the accompanying balance sheet and statements of income and retained earnings present fairly the financial position of the company at September 30, 1966, and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year; except for the potential effect of the above-mentioned law suit. Because of the possible material effect on the financial statements of this law suit, the outcome of which is uncertain, we do not express any opinion on the company's financial statements taken as a whole.

Main Lafrentz & Co.

Las Vegas, Nevada January 31, 1967

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CITY OF MOREM

### **BALANCE SHEET**

# SEPTEMBER 30, 1966

# ASSETS

| Current assets:  Cash  Accounts receivable:  Receivable from disposal custom disposal disposal current disposal custom disposal cust | accounts<br>table<br>panies:<br>ceivable               |                                                       | \$ 27,540.71                                   | \$ 70,424.98<br>28,823.70<br>1,859.63<br>101,108.31 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------|------------------------------------------------|-----------------------------------------------------|
| Automotive equipment (Note 1)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Acquisition<br><u>Cost</u><br>\$ <u>116.586.95</u>     | Accumulated Depreciation or Amortization \$ 56.969.02 |                                                | 59,617.93                                           |
| Deferred charges: Contract with the City of North Las Vegas Unamortized finance charges Total amortizable Organizational expenses Total deferre                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$ 21,228.51<br>11,247.62<br>\$ 32.476.13<br>d charges |                                                       | \$ 9,179.89<br>1,209.36<br>10,389.25<br>232.01 | 10,621.26                                           |
| Total                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                        | ,                                                     |                                                | \$ <u>171.347.50</u>                                |

These financial statements and accompanying notes are subject to the accountants' report.

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city of north las vegas

# LIABILITIES

| Current liabilities: Trade accounts payable Equipment contracts and chattel loans payable - current maturities (Note 1) Accrued expenses payable Payable to related companies Total current liabilities          | \$ 55,688.64<br>23,672.52<br>4,069.54<br>5,254.84<br>88,685.54 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Long-term debt (Note 1): Chattel loans payable - maturities after one year                                                                                                                                       | 32,644.92                                                      |
| Refundable contract security deposit                                                                                                                                                                             | 150.00                                                         |
| Stockholders' equity: Capital stock, no par value (paid-in value \$25,78 per share): 1,380 shares issue and outstanding, of which 20 shares are in the treasury \$27,988.35 Capital surplus \$8,051.71 36,040.06 |                                                                |
| Retained earnings: Restricted (equal to cost of treasury stock) Unrestricted  Less: cost of treasury stock Total stockholders' equity  \$ 688.00                                                                 | 49,867.04                                                      |
| Total                                                                                                                                                                                                            | \$ <u>171.347.50</u>                                           |

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CITY OF NORTH

LAS VEGAS

# STATEMENT OF INCOME

# YEAR ENDED SEPTEMBER 30, 1966

| Disposal service revenue Wet garbage collection fees from sub-contractor Equipment rental revenue Total operating revenue                                                          | \$215,956.51<br>171.43<br>18,242.28<br>234,370.22 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Service and administrative expense Operating profit                                                                                                                                | 228,207.34<br>6,162.88                            |
| Other income:<br>Interest earned                                                                                                                                                   | 23.00<br>6,185.88                                 |
| Other deductions:  Amortization of City of North Las Vegas franchise contract Amortization of finance charges Income before provision for federal income tax  \$ 1,721.24 2.662.85 | 4,384.09<br>1,801.79                              |
| Provision for federal income tax (Note 2)                                                                                                                                          | 396.39                                            |
| Net income                                                                                                                                                                         | 1,405.40                                          |
| Special item: Investment credit (Note 2)                                                                                                                                           | 1,228.82                                          |
| Net income and special item                                                                                                                                                        | \$ <u>2.634.22</u>                                |

These financial statements and accompanying notes are subject to the accountants' report.



# DISPOSAL TRANSPORTATION, INC. STATEMENT OF RETAINED EARNINGS YEAR ENDED SEPTEMBER 30, 1966

Balance, beginning of year

\$ 11,880.75

Add: Adjustment for difference between amount taken into the books of the preceding year for settlement with the Internal Revenue Service and the amount of the final settlement

.01

Net income and special item

2,634.22

Balance, end of year

\$ 14.514.98

These financial statements and accompanying notes are subject to the accountants' report.

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CITY OF NORTH

LAS VEGAS

#### DISPOSAL TRANSPORTATION, INC.

#### NOTES TO FINANCIAL STATEMENTS

#### <u>SEPTEMBER 30, 1966</u>

Note 1. Disposal trucks owned by the company are assigned or pledged as security for obligations outstanding at September 30, 1966 as follows:

|                 | Book<br>Value<br><u>of Trucks</u> | Conditional<br>Sales<br><u>Contracts</u> | Chattel<br>Mortgage<br>Loans | Total<br>Secured<br>Obligations |
|-----------------|-----------------------------------|------------------------------------------|------------------------------|---------------------------------|
| Trucks T70, T71 | \$ 4,098.72                       | \$ 8,767.44                              | \$ -                         | \$ 8,767.44                     |
| Trucks T72, T73 | 52,663.74                         |                                          | 47,550.00                    | 47,550.00                       |
|                 | \$ <u>56.762.46</u>               | \$ <u>8.767.44</u>                       | \$ <u>47.550.00</u>          | \$ 56.317.44                    |

The payments on the above obligations, including interest at 6.5% on the chattel loan and add-on financing charges on the conditional sales contract are as follows:

|                            | Monthly<br><u>Payment</u> | Remaining<br>Period |
|----------------------------|---------------------------|---------------------|
| Conditional sales contract | \$ 974.12                 | 9 Mos.              |
| Chattel mortgage loan      |                           | 36 Mos.             |

The disposal trucks are not in continuous service for the company, and are the basis for the equipment rental income reflected in the statement of income.

Depreciation of the trucks is provided for on a declining curve over a four-year useful life, at the rate of 200% of straight-line applied to the remaining balance. Management has adopted a policy of replacing trucks soon after the fourth year of service, and has selected the stated method of a depreciation as being most in accord with the pattern of loss of value in service; and we concur in this opinion.

Note 2. The method of accounting for the investment credit is on the basis of reflecting it as a special item in the statement of income in the year in which it arises to the extent of its application in reduction of income tax of the year, plus any carry-back to prior years resulting in a claim for refund of taxes. The provision for federal income tax is not reduced by the credit allowed, and the claim for refund resulting from the investment credit exceeding the tax on taxable income is included in miscellaneous receivables on the balance sheet.

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#### Note 3. Contingent liabilities:

The company has been named co-defendant with Clark Sanitation, Inc., Disposal Investments, Inc., Silver State Disposal Company, Henderson Disposal Service, Inc., Lester L. LaFortune, John Isola, and Alfred Isola, the latter three being officers of all of the named companies, in a damage suit charging violation of the Sherman Act. Plaintiff Sun Valley Disposal Co., Inc. asks judgment for damages "in the sum of \$544,712.49 or such other sum as the proceeding in the case may disclose as damages, that the same be trebled, interest, costs and reasonable attorney's fees". The company's legal counsel are of the opinion that "the claims against such companies are without merit"; but that the litigation may be protracted and costly. All costs of the litigation are being defrayed by Clark Sanitation, Inc. and there is no intention on the part of management to assess any of such costs against any of the other defendants.

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City of North Las yegas

#### REPORT ON EXAMINATION OF FINANCIAL STATEMENTS

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DISPOSAL TRANSPORTATION, INC.

<u>September 30, 1965</u>

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City of North Las Vegas CONWAY, MOE & HIBBS Certified Public Accountants

> LAS VEGAS, NEVADA 319' BOUTH THIRD STREET

September 24, 1966

To the Directors and Stockholders of Disposal Transportation, Inc.

Gentlemen:

We have examined the within statement of financial condition as at September 30, 1965 and the related income statement and analysis of retained earnings for the year then ended, for

#### DISPOSAL TRANSPORTATION, INC.

Our examination was made in conformity with generally accepted auditing standards, and accordingly included such tests of the accounting records and other audit procedures as we considered necessary in the circumstances.

In our opinion the accompanying financial statements present fairly the financial condition of the company as at September 30, 1965 and the results of its operations for the year then ended, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year in all material respects with the exception of the elimination of a formula-computed reserve for uncollectible county accounts due to cessation of service by the company in county territory.

Attention is directed to the notes accompanying the financial statements, which are an integral part thereof.

Yours very truly,

CONMAN, MOE & HIBBS

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FEB 25 1972

CITY OF MORTH

### INDEX TO FINANCIAL STATEMENTS September 30, 1965

EXHIBIT D

STATEMENT OF FINANCIAL CONDITION,

September 30, 1965

Schedule D-1

Analysis of Equipment Contracts Payable,

Year Ended September 30, 1965

Schedule D-2

Analysis of Retained Earnings,

Year Ended September 30, 1965

EXHIBIT DD

COMPARATIVE INCOME STATEMENT,

Years Ended September 30, 1964

and 1965

Schedule DD-1

Disposal Service Expense,

Years Ended September 30, 1964

and 1965

Schedule DD-2

Administrative Expense,

Years Ended September 30, 1964

and 1965

The accompanying notes are an integral part of these statements.

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City of North Las Vegas

EXHIBIT D

Disposal Transportation, Inc.
Las Vegas, Nevada

STATEMENT OF FINANCIAL CONDITION
September 30, 1965

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CITY OF NORTH
LAS MEGAS

## STATEMENT OF FINANCIAL CONDITION September 30, 1965

#### **ASSETS**

| <u>Current Assets</u> :  Cash on hand and in banks |       |               |              | \$ 71,710.43 |
|----------------------------------------------------|-------|---------------|--------------|--------------|
| Accounts receivable:                               |       |               |              | \$ 71,710.45 |
| Receivable from disposal customers                 | \$ 22 | 3,755.06      |              |              |
| Less: Reserve for doubtful accounts                | ¥ 25  | 142.98        |              |              |
| Estimated collectible                              |       | 142.50        | \$ 23,612.08 |              |
| Income tax refunds receivable:                     |       |               | \$ 25,012.00 |              |
| Refunds of income tax and accrued                  |       |               |              |              |
|                                                    |       |               |              |              |
| interest thereon arising from                      |       |               |              |              |
| agreement with the Internal Revenue                |       |               |              |              |
| Service adjusting the basis of the                 |       |               |              |              |
| contract with the City of North                    |       | 220 00        |              |              |
| Las Vegas (Note 1)                                 | \$    | 328.90        | •            |              |
| Net operating loss, year ended                     |       |               |              |              |
| Sept. 30, 1965, carried back to                    |       | /F1 70        |              |              |
| year ended Sept. 30, 1962 (Note 2)                 |       | <u>651.78</u> | 000 (0       | ·            |
| Total income tax refunds receivable                |       |               | 980.68       |              |
| Receivable from related company:                   |       |               | ( 0(7 00     |              |
| Clark Sanitation, Inc.                             |       |               | 6,367.90     |              |
| Miscellaneous receivables                          |       |               | 38.00        | ((           |
| Total accounts receivable                          |       |               |              | 30,998.66    |
| Prepaid taxes and licenses                         |       |               |              | 492.25       |
| Total current assets                               |       |               |              | \$103,201.34 |
| Fixed Assets:                                      |       | •             |              |              |
| Automobiles, trucks and trailers (cost)            |       |               | \$ 63,923.21 |              |
| Less: Accumulated depreciation                     |       |               | 50,966.67    |              |
| Total fixed assets at net book v                   | alue  |               |              | 12,956.54    |
|                                                    |       |               |              |              |
| Deferred Charges:                                  |       |               |              |              |
| Unamortized finance costs                          |       |               | \$ 3,872.21  |              |
| Unamortized basis of City of North Las Vegas       |       |               |              |              |
| contract (Note 1)                                  |       |               | 10,901.13    |              |
| Expense of capital shares (unamortizable)          |       |               | 232.01       |              |
| Total deferred charges                             |       |               |              | 15,005.35    |
|                                                    |       |               |              |              |
| TOTAL ASSETS                                       |       |               |              | \$131,163,23 |

The accompanying notes are an integral part of this statement.

### EXHIBIT D

### LIABILITIES AND CAPITAL

| Current Liabilities:                                           |                           |
|----------------------------------------------------------------|---------------------------|
| Accounts payabletrade                                          | \$ 918.15                 |
| Equipment contracts payable, secured by disposal trucks,       |                           |
| amount due within one year (Schedule D-1)                      | 17,738.48                 |
| Employees' trust funds payable                                 | 490.64                    |
| Accrued franchise fee payable to City of North Las Vegas       | 834 <i>.</i> 16           |
| Accrued expenses payable                                       | 1,319.84                  |
| Accounts payable to related companies:                         |                           |
| Disposal Investments, Inc. \$ 13,629.95                        |                           |
| Silver State Disposal Service, Inc. 40,081.76                  | <u>53,711.71</u>          |
| Total current liabilities                                      | 53,711.71<br>\$ 75,012.98 |
|                                                                |                           |
| Non-Current Liabilities:                                       |                           |
| Equipment contracts payable, secured by disposal trucks,       |                           |
| amount due after one year (Schedule D-1) \$ 8,767.44           |                           |
| Security depositPork Producers, Inc. 150.00                    |                           |
| Total non-current liabilities                                  | <u>8,917.44</u>           |
| Total liabilities                                              | \$ 83,930.42              |
|                                                                |                           |
| Capital And Surplus:                                           |                           |
| Common stock issued and outstanding:                           |                           |
| 1,380 shares, no par value (stated value \$25.78               |                           |
| per share) of which 20 shares are in the treasury \$ 27,988.35 |                           |
| Capital surplus arising from the liquidation of                |                           |
| Transportation Rentals, Inc. (Note 4) 8,051.71 \$ 36,040.06    |                           |
|                                                                |                           |
| Retained earnings (Schedule D-2):                              |                           |
| Restrictedequal to cost of treasury                            |                           |
| stock \$ 688.00                                                |                           |
| Unrestricted <u>11,192.75</u> <u>11,880.75</u><br>\$ 47,920.81 |                           |
|                                                                |                           |
| Less: Cost of treasury stock 688.00                            | l = 01                    |
| Net capital and surplus                                        | 47,232.81                 |
|                                                                |                           |
| •                                                              |                           |
|                                                                |                           |

The accompanying notes are an integral part of this statement.  $FEB \ 25 \ 1972$ 

\$131,163.23

TOTAL LIABILITIES AND CAPITAL

## SCHEDULE D-1

| Balance<br>October 1,<br>1964 | Paid In<br>Current<br>Year | Balance<br>September 30,<br>1965 | Amount<br>Due Within<br>One Year | Amount<br>Due After<br>One Year | Monthly<br>Payment |
|-------------------------------|----------------------------|----------------------------------|----------------------------------|---------------------------------|--------------------|
| \$ 12,098.00                  | \$ 6,048.96                | \$ 6,049.04                      | \$ 6,049.04                      | \$                              | \$ 504.08          |
| 32,146.32                     | 11,689.44                  | 20,456.88                        | 11,689.44                        | <u>8,767.44</u>                 | 474.12             |
| \$ 44.244.32                  | \$ 17.738.40               | \$ 26.505.92                     | \$ 17.738.48                     | \$ 8.767.44                     | \$ 978.20          |

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CITY OF NOTH

LAS VEGAS

### SCHEDULE D-1

Disposal Transportation, Inc. Las Vegas, Nevada

STATEMENT OF FINANCIAL CONDITION
September 30, 1965

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CITY OF NORTH

STATEMENT OF FINANCIAL CONDITION
September 30, 1965

ANALYSIS OF EQUIPMENT CONTRACTS PAYABLE
Year Ended September 30, 1965\_\_\_\_\_

Bank of America (secured by disposal trucks T-68 and T-69)

Bank of America (secured by disposal trucks T-70 and T-71)

TOTAL EQUIPMENT CONTRACTS PAYABLE (to Exhibit D)

#### STATEMENT OF FINANCIAL CONDITION <u>September 30, 1965</u>

ANALYSIS OF RETAINED EARNINGS Year Ended September 30, 1965 SCHEDULE D-2

Retained earnings September 30, 1964, per Statement of Financial Condition \$ 13,923.33

| ΔА | LIIC | tmen | t c | ٠ |
|----|------|------|-----|---|
| πu | 1 43 |      |     |   |

Deduct: Net decrease for the years ended Sept. 30, 1960, 1961, 1962 and 1963 arising from adjustment to the acquisition basis of the contract with the City of North Las Vegas, acquired from Silver State Disposal Service, Inc. Oct. 1, 1959, at Silver State's income tax basis at acquisition by it in the liquidation of Southern Nevada Disposal Service, Inc., and adjustments to subsequent amortization thereof, and income, resulting from agreement with the Internal Revenue Service on the application of the provisions of section 334 (b)(2) of the Internal Revenue Code in determining asset basis

557.70

Net decrease in income for the year ended Sept. 30, 1964, arising from increase in amortization of the city contract based upon increase in acquisition basis established in agreement with the Internal Revenue Service Sub-total of deductions

83<u>.</u>22 Micro Flago

Add:

Increase in income for the year ended Sept. 30, 1964, understated by reason of excessive provision for uncollectible accounts. This reserve was set up for County accounts being served by the company. When Clark Sanitation, inc. obtained a franchise to serve the County territory, the County accounts were sold to Clark Sanitation and the accounts reserved for proved collectible. No reserve for County accounts is necessary subsequent to the transfer of the territory to Clark Sanitation, Inc.

FEB 25 1972 las vegas

Net increase in retained earnings

1,262.58 621.66

RETAINED EARNINGS SEPTEMBER 30, 1964 AS ADJUSTED

\$ 14,544.99

Deduct: Net loss, year ended Sept. 30, 1965

Less: Income tax refundable on net tax operating loss carry-back to Y/E 9/30/62

Net deduction, year ended Sept. 30, 1965

<u>651.78</u>

3,316.02

2,664,24

RETAINED EARNINGS, SEPTEMBER 30, 1965:

Restricted as to dividends (equal to cost of treasury

stock) Unrestricted 688,00

11,1<u>92.75</u>

<u>\$ 11.880.75</u>

The accompanying notes are an integral part of this schedule.

## COMPARATIVE INCOME STATEMENT for the years ended September 30, 1964 and 1965

EXHIBIT DD

|                                                      | Year Ended S           | ept.30,1965  | Year Ended S             |        |
|------------------------------------------------------|------------------------|--------------|--------------------------|--------|
| Operating Revenue:                                   | Amount                 | %            | Amount                   | %      |
| Disposal Service Revenue:                            |                        |              |                          |        |
| Regular service                                      | \$237,085.95           | 99.76        | \$252,248.38             | 99.64  |
| Penalty income                                       | 399.88                 | .17          | 590.41                   | .23    |
| Total Total                                          | \$237,485.83           | 99.93        | \$252,838.79             | 99.87  |
| Salvage income                                       | 171.36                 | .07          | 328.44                   | 100.00 |
| Total operating revenue                              | \$237,657.19           | 100.00       | <u>\$253,167.23</u>      | 100.00 |
| Operating Expense:                                   | •                      |              |                          |        |
| Disposal service expense                             |                        |              |                          |        |
| (Schedule DD-1)                                      | \$201,124.95           | 84.63        | \$210,077.78             | 82.98  |
| Administrative expense                               | !                      |              |                          | 10.01  |
| (Schedule DD-2)                                      | 35,904.57              | 15.11        | 32,424.95                | 12.81  |
| Amortization of North Las Vegas                      | 1 701 00               | 72           | ו מרו ו                  | .68    |
| city contract                                        | 1,721.23               | 100.46       | 1,721.23<br>\$244,223.96 | 96.47  |
| Total operating expense                              | \$238,750.75           | ( .46)       |                          | 3.53   |
| Operating income (loss)                              | (\$ 1,093.56)          | ( .40)       | \$ 8,943.27              | 3.72   |
| Other Income:                                        |                        | 0.1          |                          |        |
| Interest income                                      | \$ 16.31               | .01          | A 1 015 05               | .40    |
| Gain on disposal of assets<br>State fuel tax refunds | 312.22                 | 12           | \$ 1,015.05<br>501.10    | .20    |
| Nevada industrial insurance refunds                  | 111.81                 | . 13<br>. 05 | 151.73                   | .06_   |
| Total other income                                   | \$ 440.34              | .19          | \$ 1,667.88              | .66    |
|                                                      | <u> </u>               |              |                          |        |
| Other Charges:<br>Interest and finance costs         | \$ 2,662.80            | 1.11         | \$ 2,647.96              | 1.04   |
| interest and imance costs                            | 3 2,002.00             | 1.11         | <u>y 2,0+7.90</u>        | 1.0-1  |
| Net income (loss) before federal                     |                        |              |                          |        |
| income tax                                           | (\$ 3,316.02)          |              | \$ 7,963.19              | 3.15   |
|                                                      |                        |              |                          | _      |
| Federal income tax                                   |                        | <del></del>  | 1,923.53                 | . 76   |
| NET INCOME (LOSS) - to                               |                        |              |                          |        |
| Schedule D-2                                         | ( <u>\$ 3,316.02</u> ) | 1.40         | <u>\$ 6,039.66</u>       | 2,39   |

\*Operations for the year ended Sept. 30, 1964 are adjusted to reflect the results of agreement with the Internal Revenue Service Sept. 27, 1965 with respect to the acquisition basis of the contract with the City of North Las Vegas and subsequent amortization thereof.

The accompanying notes are an integral part of this statement.

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CITY OF MORTH
LAS VEGAS

#### COMPARATIVE INCOME STATEMENT for the Years Ended September 30, 1964 and 1965

#### DISPOSAL SERVICE EXPENSE

SCHEDULE DD-1

|                                              | Year         | Ended        | Year (        | nded         |
|----------------------------------------------|--------------|--------------|---------------|--------------|
|                                              | September    | 30, 1965     | September     |              |
|                                              |              | % Of Total   |               | % Of Total   |
|                                              |              | Operating    |               | Operating    |
|                                              |              | Revenues     | _             | Revenues     |
| Disposal Service Personnel Expense:          | Amount_      | (Exhibit DD) | Amount        | (Exhibit DD) |
| Drivers' and pitchers' wages                 | \$ 98,357.17 | 41.39        | \$ 98,867.18  | 39.05        |
| Supervisory salaries                         | 7,862.41     | 3.31         | 6,485.85      | 2.56         |
| Payroll taxes                                | 5,269.01     | 2.21         | 6,923.33      | 2.73         |
| Compensation insurance                       | 2,259.09     | .95          | 1,700.60      | .68          |
| Group insurance, health and welfare          |              | 1.39         | 3,062.20      | 1.21         |
| Total disposal service                       |              | <del></del>  |               |              |
| personnel expense                            | \$117,049.05 | 49.25        | \$117,039.16  | 46.23        |
| Disposal Compiles Truck Evanges              |              |              |               |              |
| Disposal Service Truck Expense: Fuel and oil | \$ 11,355.99 | 4.78         | \$ 12,847.29  | 5.07         |
| Tires, tubes and accessories                 | 4,423.75     | 1.86         | 5,043.17      | 1.99         |
| Property and liability insurance             | 1,063.66     | .45          | 1,111.84      | .44          |
| Equipment rental                             | 11,652.44    | 4.90         | 14,886.04     | 5.88         |
| Repairs and maintenance                      | 39,364.35    | 16.56        | 29,046.36     | 11.47        |
| Taxes and licenses                           | 1,473.62     | .63          | 1,688.13      | .68          |
| Sub-total                                    | \$ 69,333.81 | 29.18        | \$ 64,622.83  | 25.53        |
| Less: Equipment rental charged               | ¥ 00,000.    | -30          | 7 0 .,02      | -2.23        |
| to related companies                         | 8,075.67     | 3.40         | 4,903.39      | 1.94         |
| Total disposal service                       |              |              |               |              |
| truck expense                                | \$ 61,258.14 | 25.78        | \$ 59,719.44  | 23.59        |
|                                              |              |              |               | _            |
| <u>Disposal Service Indirect Expense</u> :   |              |              |               |              |
| Equipment rental                             | \$ 180.00    | .08          | \$ 180.00     | .07          |
| Damage claims                                |              |              | 160.00        | .06          |
| Uniforms and laundry                         | 1,176.77     | . 50         | 606.41        | . 24         |
| City of North Las Vegas franchise            | 1 - 00       |              |               |              |
| fee                                          | 9,947.88     | 4.18         | 9,197.14      | 3.64         |
| Provision for uncollectible                  | 11.0.00      | 0(           | 2 012 25      | 1 11         |
| accounts receivable                          | 142.98       | .06          | 2,813.25      | 1.11         |
| Total disposal service                       | \$ 11,447.63 | 4.82         | \$ 12,956.80  | 5.12         |
| indirect expense                             | 3 11,447.03  | 4.02         | 3 12,330.00   |              |
| Total disposal service expense               |              | _            |               | _1           |
| before depreciation                          | \$189,754.82 | 79.85        | \$189,715.40  | 74.94        |
| Provision for depreciation                   |              |              |               |              |
| disposal trucks                              | 11,370.13    | 4.78         | 20,362.38     | 8.04         |
|                                              |              |              |               |              |
| TOTAL DISPOSAL SERVICE EXPENSE               |              |              | <b>K</b>      |              |
| (to Exhibit DD)                              | \$201.124.95 | 84.63        | \$2/10/077.78 | <u>82.98</u> |
| •                                            |              |              | 7 5.8         | 20.00        |

The accompanying notes are an integral part of this schedule.

CITY OF NORTH Las Vegas, Nevadads VEGAS

## COMPARATIVE INCOME STATEMENT for the Years Ended September 30, 1964 and 1965

#### ADMINISTRATIVE EXPENSE

### SCHEDULE DD-2

|                                                             |           |                  | Ended<br>r 30, 1965                 |           |                  | Ended<br>r 30, 1964                 |
|-------------------------------------------------------------|-----------|------------------|-------------------------------------|-----------|------------------|-------------------------------------|
| ·                                                           |           |                  | % of Total<br>Operating<br>Revenues |           |                  | % of Total<br>Operating<br>Revenues |
|                                                             | _         | Amount           | (Exhibit DD)                        |           | Amount           | (Exhibit DD)                        |
| Administrative Personnel Expense:                           |           | 7 000 00         | 2 22                                |           | 7 000 00         | - 0                                 |
| Administrative salaries                                     | \$        | 7,200.00         | 3.03                                | \$        | 7,200.00         | 2.84                                |
| Payroll taxes                                               |           | 341.28<br>196.21 | . 14<br>. 08                        |           | 480.24           | . 19                                |
| Compensation insurance<br>Group insurance, health and       |           | 190.21           | .00                                 |           | 119.30           | . 05                                |
| welfare                                                     |           | 101.71           | . 05                                |           | 73.56            | . 03                                |
| Total administrative                                        | _         | 101.71           |                                     | _         |                  |                                     |
| personnel expense                                           | <u>\$</u> | 7,839.20         | 3.30                                | <u>\$</u> | 7.873.10         | 3.11                                |
| Administrative General Expense:                             |           |                  |                                     |           |                  |                                     |
| Office supplies and expense                                 | \$        | 91.48            | . 04                                | \$        | 269.41           | .11                                 |
| Accounting expense                                          |           | 532.00           | .22                                 | •         | 560.00           | .22                                 |
| Legal fees                                                  |           | 626.67           | .26                                 |           | 630.00           | .25                                 |
| Collection, survey and customer                             |           |                  |                                     |           |                  |                                     |
| service expense                                             |           | 10,029.55        | 4.22                                |           | 9,235.77         | 3.65                                |
| Advertising and promotion                                   |           | 5 <b>22</b> .98  | .22                                 |           |                  |                                     |
| Insurance                                                   |           | 90.00            | . 04                                |           | 90.00            | . 04                                |
| Taxes and licenses                                          |           | 20.00            | .01                                 |           | 40.00            | . 02                                |
| Bad debts and checks written off                            |           | 117.37           | . 05                                |           | 130.00           | .05                                 |
| Charge from Silver State Disposal                           |           |                  |                                     |           |                  |                                     |
| Service, Inc. for occupancy,                                |           |                  |                                     |           |                  |                                     |
| facilities and services:                                    |           |                  |                                     |           |                  |                                     |
| Premises rent                                               |           | 2,594.75         | 1.09                                |           | 2,463.13         | .97                                 |
| Office facilities and supplies  Clerical and administrative |           | 1,982.84         | .83                                 |           | 1,941.32         | .77                                 |
| salaries                                                    |           | 5,153.05         | 2.17                                |           | 4,427.35         | 1.75                                |
| Administrative auto expense                                 |           | 1,902.83         | .80                                 |           | 1,904.35         | .75                                 |
| Survey, collection and customer                             | r         | 1,502.05         | .00                                 |           | 1,501.55         | .//                                 |
| service expense                                             |           | 1,771.10         | .75                                 |           | 1,436.54         | . 56                                |
| Travel, entertainment, dues                                 |           | .,,,             | • , , ,                             |           | ,,.,,,,,,        | .,,,                                |
| and subscriptions                                           |           | 2,594.27         | 1.09                                |           | 1,389.95         | ٠55                                 |
| Miscellaneous charges                                       |           | 36.48            | . 02                                |           | 34.03            | .01                                 |
| Total administrative general                                |           |                  |                                     |           |                  |                                     |
| expense                                                     | <u>\$</u> | 28,065.37        | <u> 11.81</u>                       | <u>\$</u> | 24,551.85        | 9.70                                |
| TOTAL ADMINISTRATIVE EXPENSE (to                            |           |                  |                                     |           |                  |                                     |
| Exhibit CC)                                                 | <u>\$</u> | 35.904.57        | 15.11                               | \$        | <u>32.424.95</u> | 12.81                               |

# Notes to the financial statements of DISPOSAL TRANSPORTATION, INC.

#### for the fiscal year ended September 30, 1965

Note 1. The contract with the City of North Las Vegas was acquired on Oct. 1, 1959 from Silver State Disposal Service, Inc., which company had acquired it in the liquidation of its wholly-owned subsidiary, Southern Nevada Disposal Service, inc. The acquisition cost to Disposal Transportation, Inc. was authorized by the boards of directors of both companies to be the income tax basis in the hands of Silver State.

The properties received by Silver State in the above referenced liquidation were valued in accordance with the provisions of section 334(b)(2) of the Internal Revenue Code, and the valuation of the contract so computed was paid by Disposal Transportation, Inc. to Silver State, and the contract thereafter amortized on such basis.

Silver State's basis computation was challenged by the Internal Revenue Service, and an agreement was reached in the Appellate Division of the Service on Sept. 27, 1965 in which the basis of the contract as at Oct. 1, 1959 was increased from \$19,329.07 to \$21,228.51, an increase of \$1,899.44. This increase in income tax basis was paid to Silver State, the basis of the contract increased on the books of Disposal Transportation, Inc., and the amortization taken in the years subsequent to Oct. 1, 1959 was adjusted.

The result of all of these adjustments affecting the prior years is a net decrease in retained earnings (earned surplus) for the years ended Sept. 30, 1960, 1961, 1962 and 1963 amounting to \$557.70, and for the year ended Sept. 30, 1964 (which year has not been examined by the Internal Revenue Service) amounting to \$83.22. Adjustment for the foregoing decreases is reflected on the accompanying Analysis of Retained Earnings, Schedule C-2.

A further result of the tax settlement is the determination of refunds of income tax for the examined years due to the company; and a further refund for the unexamined year ended Sept. 30, 1964, computed consistently with such determinations. These refunds are reflected in the Receivables section of the accompanying Statement of Financial Condition, and are as follows:

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CITY OF NORTH

| Refund for the examined years ended<br>Sept. 30, 1960, 1961, 1962 and<br>1963<br>Accrued interest thereon to Sept. 30,<br>1965 | \$         | 247.33<br>49.09 |
|--------------------------------------------------------------------------------------------------------------------------------|------------|-----------------|
| Estimated refund for the unexamined year ended Sept. 30, 1964 Estimated accrued interest thereon to Sept. 30, 1965             | _          | 31.01           |
| Total refunds of income tax and interest thereon arising from redetermination of basis of the city contract                    | <u>\$_</u> | <u>328.90</u>   |

Note.2. The net loss of \$3,316.02 sustained by the company in the current year (Exhibit DD) results in an income tax loss of \$2,172.60. The difference in amount is due to differences in tax treatment of certain elements of income from financial accounting treatment. The principal difference lies in the reversal in the current year of a reserve for uncollectible accounts set up in the preceding year (see Note 3).

Under the provisions of the Internal Revenue Code the tax net operating loss is carried back to the year ended Sept. 30, 1962, and operates to reduce the taxable income of that year, resulting in the tax paid for that year now being an overpayment, and a refund being due to the company for such overpayment. This refund amounts to \$651,78, and is reflected as a receivable on the Statement of Financial Condition, and as an increase in retained earnings on the Analysis of Retained Earnings. Under the law, the overpayment is deemed to have been made as at the close of the year of loss (the current year), and interest runs only from that date. Therefore no interest on this refund had accrued at Sept. 30, 1965.

Note 3. At Sept. 30, 1964 a reserve for uncollectible accounts was set up and charged against the operations of the year then ended. This reserve was computed in connection with accounts being served in the County of Clark outside the City of North Las Vegas. On April 1, 1965 Clark Sanitation, Inc. was franchised by the Clark County Commission to serve all county territory, and Disposal Transportation, Inc. ceased such service. The accounts were sold to Clark Sanitation, Inc., and those reserved for were eventually collected. The reserve for uncollectible accounts has been eliminated and credited to retained earnings as an adjustment of the prior year's income.

FEB 25 1972 CITY OF MORTH LAS VEGAS Note 4. On May 15, 1958 the company purchased all of the outstanding capital stock of Transportation Rentals, Inc., whose assets consisted substantially of five disposal trucks which were being rented to Southern Nevada Disposal Service, Inc. On November 30, 1958 Transportation Rentals, Inc. was liquidated under the provisions of section 334(b)(2) of the Internal Revenue Code. The basis of the trucks received in this liquidation exceeded the purchase price of the stock by \$8,051.71, creating a capital surplus. The subject trucks were subsequently disposed of and the section 334(b)(2) basis is no longer reflected in the cost of trucks.

#### Note 5. Contingent liabilities:

Subsequent to the date of the Statement of Financial Condition and during the preparation of this report the company was named co-defendant with its officers and Clark Sanitation, Inc., Disposal Investments, Inc., Henderson Disposal Service, Inc. and Silver State Disposal Service, Inc. in a damage suit alleging violation of the Sherman Act.

A contingent liability exists for recapture by the Internal Revenue Service for investment credit taken against income tax, in the event of early disposition of the assets, the purchase of which gave rise to the investment credit. The maximum amount of such contingent liability at September 30, 1965 was \$1,491.54.

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CITY OF MORTH
LAS VEGAS

#### REPORT ON EXAMINATION OF FINANCIAL STATEMENTS

of

## DISPOSAL TRANSPORTATION, INC. September 30, 1964

#### AUDITOR'S COMMENTS

#### Dumping Costs

For the second successive year the dump was operated at a profit by Silver State Disposal Service, Inc. during the year under review, and therefore no portion of a net dump loss was charged as a subsidy to Disposal Transportation, Inc. Thus the company had no dumping cost beyond the cost of running the trucks to the dump. The proportionate share of the net dump operating loss charged to the company, based upon the number of dumps made by the using companies, for the preceding four years was as follows:

| Year ended Sept. 30, 1960 | \$ 2,199.50 |
|---------------------------|-------------|
| Year ended Sept. 30, 1961 | 1,897.29    |
| Year ended Sept. 30, 1962 | 954.67      |
| Year ended Sept. 30, 1963 | none        |

The foregoing reflects a steady lessening of subsidy dumping costs to the zero point, with corresponding benefit to the company's operating net income. However, the dump operations in the last two years were converted from a net loss to a profit by reason of increased salvage revenue. It must be borne in mind that the effect of a County anti-air pollution ordinance will force the discontinuance of burning and require a cut-and-cover operation. There is no salvage under such an operation, and the dump operation would revert to a loss, which in fact would inevitably be much greater than past losses, since cut-and-cover is several times more costly than burning.

#### Truck Depreciation and Maintenance Costs

In continuation of the study of truck depreciation and maintenance costs initiated in the preceding year, the following schedule is submitted as a comparison of the current year with the preceding year, and to reflect the effect of declining depreciation presently in use on the combined total of the two related items of depreciation

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city of north Las vegas and maintenance, based upon the historical costs for these two years.

|                    | Fiscal              | Fiscal              | Increase          |
|--------------------|---------------------|---------------------|-------------------|
|                    | Year Ended          | Year Ended          | or                |
|                    | <u>Sept.30,1963</u> | Sept.30,1964        | (Decrease)        |
| Truck depreciation | \$ 25,642.47        | \$ 20,362.38        | (\$5,280.09)      |
| Truck maintenance  | <u>14,046.56</u>    | 29,-046.36          | <u> 14,999.80</u> |
| Combined total     | \$ 39,689.03        | <u>\$ 49,408.74</u> | \$ 9.719.71       |

The foregoing reflects the anticipated pattern of lessening depreciation costs offset by increasing maintenance costs as the trucks age, but maintenance costs increased more than the depreciation charge declined, and the combined total indicates an over-all increase in truck-use costs. Related to revenue dollars, the result is shown in the following schedule:

|         | Fiscal Year 9/30/63 |               | Fiscal Year <u>9/30/64</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               | <u>Increase</u> |                 |  |
|---------|---------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|-----------------|--|
|         |                     | Per Revenue   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Per Revenue   |                 | Per Revenue     |  |
|         | Costs               | <u>Dollar</u> | <u>Cos ts</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <u>Dollar</u> | Cos ts          | Dollar          |  |
| Combine | d                   | *****         | The second secon |               | <del></del>     |                 |  |
| costs   | \$ 39,689.03        | <u>\$1846</u> | <u>\$ 49,408.74</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ .1954      | \$ 9.719.71     | <u>\$ .0108</u> |  |

Part of the disproportionate increase in maintenance costs over the lessening depreciation is attributable to the constantly increasing hourly wage rates in the garage payable under the existing labor contract.

#### Disposal Service Revenues, Costs, Net Income and Investment Relationships

With the elimination of substantially all of the disposal service assets acquired through liquidation of Southern Nevada Disposal Service, Inc., Oct. 1, 1959, and their replacement with new equipment purchased on the market (with the exception of the value assigned to the contract with the City of North Las Vegas), the corporation can now evaluate with considerable assurance the relationship of net income to the investment required for its production.

In any question relating to investment in depreciable assets it is first necessary to determine whether the "investment" is the original cost of the asset or its depreciated book value, which declines each year until replacing assets are acquired, at which point the book value suddenly increases again to the actual cost of the replacing asset. Depreciation is in effect the recovery out of income, over the estimated useful life of an asset, of the cost of the asset. Because the wearing out and deterioration of the asset is a definite cost of income production, depreciation

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is properly chargeable as an expense on the income statement, and operates to reduce earned surplus through this channel. But this reduction of surplus is in the nature of "earmarked" earnings reserved for replacement of the deteriorating assets, and which are not available for dividends, but are for the preservation of capital; at least in the case of a company which expects to continue in business beyond the life of the assets. Thus the original cost of the assets is retained in the capital of the business in some form.

The simple illustration is the creation of a cash fund equal to the depreciation taken, such fund to be used for asset replacement. This would clearly illustrate the fact that in a continuing business which must replace its depreciated assets the original cost remains the investment tied up in assets, although not necessarily the depreciating assets, until replacements are purchased; at which time the total investment in assets of all kinds will be adjusted by the difference in cost of the replacing asset and the original cost of the one replaced.

While few businesses set aside cash equivalent to depreciation for asset replacement, the portion of the earnings equivalent to cost recovery through depreciation is retained in the business in some form and is restricted against dividends, and the original cost remains an investment of the business in assets of some nature, but not necessarily the same assets or even the same type of assets which give rise to the depreciation, since the earnings reserved for cost recovery may be invested in other assets or accumulated in cash. Therefore in evaluating the net income return on the investment in assets, the book value based upon the historical original cost of the total income-producing, or operating, assets of all kinds must be considered and this requires the inclusion of depreciable assets at their book value, which is, of course, their original cost less the cost recovery which has been reserved out of earnings. The question of whether cash is accumulated for the replacement of depreciable assets, or whether instead liabilities are incurred upon such replacement, is a budgetary consideration and does not enter into the evaluation of investment in assets.

In evaluating the rate of return of the net income for a given fiscal year on investment, the point of valuation of the investment must be determined. For practical purposes there are two dates which could be used:—the beginning of the year or the end of the year. But the investment will fluctuate between these dates, and a more representative, although arbitrary, investment value may be the mean average of the investments on those two dates. This is the formula we are using herein.

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CITY OF INC.

Las Vegas, Nevada

## Computation of Mean Average Investment in Assets For Fiscal Years Ended Sept. 30, 1963 and 1964

|                                                     |              | Fiscal<br>Year Ended       |
|-----------------------------------------------------|--------------|----------------------------|
|                                                     | Sept.30,1963 | Sept.30,1964               |
| Net assets beginning of year Net assets end of year |              | \$160,719.95<br>111,295.63 |
| Net assets end of year                              | 100,713.33   | 111,235.05                 |
| Mean average net assets                             | 142,756.78   | 136,007.79                 |

### Comparison of Gross Disposal Service Revenues For Fiscal Years Ended Sept. 30, 1962, 1963 and 1964

| Gross revenues, y/e 9/30/62 | \$170,976.13         |
|-----------------------------|----------------------|
| Gross revenues, y/e 9/30/63 | 214,968.21           |
| Increase, 1963 over 1962    | \$ 43,992.08         |
| Percentage of increase      | <u>24.47%</u>        |
| Gross revenues, y/e 9/30/64 | <u>\$252,838.79</u>  |
| Increase, 1964 over 1963    | \$ 37,870.58         |
| Percentage of increase      | <u>17.6<b>2</b>%</u> |
| Increase, 1964 over 1962    | \$ 81,862.66         |
| Percentage of increase      | <u>45.54%</u>        |

## Comparison of Operating Net Income For Fiscal Years Ended Sept. 30, 1962, 1963 and 1964

| Operating net income, y/e 9/30/62 | \$ 22,385.29       |
|-----------------------------------|--------------------|
| Operating net income, y/e 9/30/63 | <u>9,275.96</u>    |
| Decrease, 1963 under 1962         | \$ 13,109.33       |
| Percentage of decrease            | 58.56%             |
| Operating net income, y/e 9/30/64 | <u>\$ 9.072.34</u> |
| Decrease, 1964 under 1963         | \$ 203.62          |
| Percentage of decrease            | 2.20%              |
| Decrease, 1964 under 1962         | \$ 13,312.95       |
| Percentage of decrease            | 59.47%             |

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CITY OF NORTH LAS VEGAS The foregoing schedules clearly reflect that although gross disposal service revenues have increased, operating net income has declined rapidly, and that therefore operating costs are rising disproportionately more than gross revenues. This must be attributed to the constantly increasing labor rates under the labor contract, while the collection fee has remained unchanged. Thus increased revenues result from more customers served, requiring more labor hours and truck operating costs; but with the costs-per-revenue-dollar rising, the added volume does not overcome the diminution of net income, which, unless the relationship between the collection fee and the costs per revenue-dollar can be adjusted, promises to disappear entirely and the operation resulting in net loss.

### Operating Net Income Per Disposal Service Revenue Dollar

|                                         |              |              | Y/E 9/30/64  |
|-----------------------------------------|--------------|--------------|--------------|
| Gross revenues                          | \$170,976.13 | \$214,968.21 | \$252,838.79 |
| Operating net income                    | \$ 22,385.29 | \$ 9,275.96  | \$ 9,072.34  |
| Operating net income per revenue dollar | \$ .1245     | \$ .0432     | \$ .0359     |

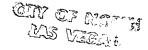
#### Net Income Return On Investment

| Mean average investment Net income |       | Y/E 9/30/64<br>\$136,007.70<br>\$ 6,122.88 |
|------------------------------------|-------|--------------------------------------------|
| Return percentage                  | 5.68% | 4.29%                                      |

Thus, although gross disposal service revenues of the 1964 year increased over the 1962 year by \$81,862.66, an increase of 45.54%, operating net income per revenue-dollar decreased from 12.45% to 3.59%, a decrease of 8.86%, or 71.16%; and although the mean average investment in assets in the 1964 year was \$6,748.99 less than in the 1963 year, the net return, notwithstanding increased revenues, declined from 5.68% to 4.29%



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#### Disposal Service Labor Per Revenue Dollar

The following schedule reflects the disposal service direct labor costs per revenue-dollar for the current year and the two preceding years:

| Disposal service revenue<br>Disposal service labor | \$170,976.13 | Y/E 9/30/63<br>\$214,968.21<br>\$ 79,553.13 |          |  |
|----------------------------------------------------|--------------|---------------------------------------------|----------|--|
| Labor cost per revenue-dollar                      | \$ .3252     | \$ .3701                                    | \$ .3515 |  |

Thus even with increase in gross revenue of 45.54% over 1962, the labor cost per revenue-dollar increased 2.63¢, indicating that labor rates have increased percentagewise more rapidly than has gross revenue, the comparison in dollar totals being as follows:

|                                                    |                               | Service<br>Direct Labor |
|----------------------------------------------------|-------------------------------|-------------------------|
| Year ended Sept. 30, 1962                          | \$170,976.13                  | \$ 58,466.05            |
| Year ended Sept. 30, 1963                          | 214,968.21                    | 79,553.13               |
| Increase, 1963 over 1962                           | \$ 43,992.08                  | \$ 21,087.08            |
| Percentage of increase                             | <u>24.47%</u>                 | <u>36.07%</u>           |
| Year ended Sept. 30, 1964                          | <u>\$252,838.79</u>           | <u>\$ 98,867.18</u>     |
| Increase, 1964 over 1963                           | \$ 37,870.58                  | \$ 19,314.05            |
| Percentage of increase                             | 17.62%                        | 24.28%                  |
| Increase, 1964 over 1962<br>Percentage of increase | \$ 81,862.66<br><u>45.54%</u> |                         |

#### Income, Dividends and Retained Earnings

The salient items affecting income are scheduled below, and related to total revenue-dollars, for the current year and the two preceding years:

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|                                                   | Year Ended                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 9/30/ <b>62</b><br>r Revenue | Year Ended      |                      | Year Ended        |                      |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|----------------------|-------------------|----------------------|
|                                                   | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Dollar                       | Amount          | er Revenue<br>Dollar | Amoun t           | er Revenue<br>Dollar |
| Total revenues                                    | The second secon |                              | \$221,974,43    | DOTTAL               | \$258,070.62      | DOTTAL               |
| Operating costs<br>before depred<br>ation and amo | ;i -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                              |                 |                      |                   |                      |
|                                                   | \$142,317.34 \$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | .82 <b>0</b> 9               | \$185,463.84 \$ | .8355                | \$227,043.74      | \$ .8798             |
| Provision for depreciation and amor-              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                 |                      |                   |                      |
| tization                                          | 8,669.13                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | . 0500                       | 27,234.63       | . 1227               | 21,954.54         | . 0850               |
| Operating incom                                   | ne 22,385.29                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | . 1291                       | 9,275.96        | .0418                | 9,072.34          | . 0352               |
| Net non-operati                                   | ng                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                              |                 |                      |                   |                      |
| charges                                           | (716.93)(                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | . 0042)                      | ( 1,288.79)(    | ( . 0058)            | 994.92            | . 0039               |
| Net income before federal income                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                 |                      |                   |                      |
| tax                                               | 23,102.22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | . 1333                       | 10,564.75       | . 0476               | 8,077.42          | .0313                |
| Federal income                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                 |                      |                   |                      |
| tax                                               | 5,974.71                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | . 0345                       | 2,454.10        | .0111                | 1,954.54          | . 0076               |
| Net income                                        | 17,127.51                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | . 0988                       | 8,110.65        | . 0365               | 6,122. <b>8</b> 8 | . 02 3 7             |
| Dividends paid                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              | 17,250.00       |                      | 4,250.00          |                      |
| Retained earnings end                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                              |                 |                      |                   |                      |
| of year                                           | 21,189.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                              | 12,050.45       |                      | 13,923.33         | ,                    |

During the year under review 20 shares of the outstanding capital stock were acquired by the corporation and are in the treasury. That portion of Earned Surplus (retained earnings) representing the excess of the purchase price of the stock over its stated value, amounting to \$688.00, is restricted as to dividends.

The net worth of the corporation has declined during the last three years, as shown in the following schedule:

|                            | Sept. 30, 1962 | Sept. 30, 1963   | Sept.30,1964        |
|----------------------------|----------------|------------------|---------------------|
| Net worth before dividends | \$ 57,229.86   | \$ 65,340.51     | \$ 53,525.39        |
| Dividends paid             |                | <u>17,250.00</u> | 4,250.00            |
| Net worth after dividends  | \$ 57,229.86   | \$ 48,090.51     | <u>\$ 49,275.39</u> |

The earnings per share of capital stock outstanding at year end are scheduled below for the entire period of the corporation's existence as an operating company (from Oct. 1, 1959):



|             | Shares<br>Outstanding | Stated<br>Value * | Total<br>Earnings |    | Per<br>Share | Return on<br>Stated Value |
|-------------|-----------------------|-------------------|-------------------|----|--------------|---------------------------|
| Y/E 9/30/60 | 1380                  | \$ 25.78          | \$ 10,776.95      | \$ | 7.81         | 30.29%                    |
| Y/E 9/30/61 | 1380                  | 25.78             | 11.570.38         | Y  | 8.60         | 33.36%                    |
| Y/E 9/30/62 | 1380                  | 25.78             | 17,127.51         |    | 12.41        | 48.14%                    |
| Y/E 9/30/63 | 1380                  | 25.78             | 8,110.65          |    | 5.88         | 22.81%                    |
| Y/E 9/30/64 | 1360                  | 25.78             | 6,122.88          |    | 4.50         | 17.46%                    |

\*Original investment of most of the stockholders.

The foregoing picture of return on stated value must be modified by the fact that earnings have had to be retained in the corporation for increased working capital, and the investment per share by the stockholders has increased. The more accurate determination of return on investment per share is reflected in the following schedule covering the entire existence of the corporation:

|             |                    | Net Worth          |             |                 |         |                   |
|-------------|--------------------|--------------------|-------------|-----------------|---------|-------------------|
|             | Shares             | First              | Investment  | Total           | Per     | Return on         |
|             | <u>Outstanding</u> | of Year            | Per Share * | <u>Earnings</u> | Share   | <u>Investment</u> |
| Y/E 9/30/59 | 1380               | \$ 27,988.35       | \$ 20.28    | \$ 2,493.44     | \$ 1.81 | 8.96%             |
| Y/E 9/30/60 | 1380               | 30,481 <i>.</i> 79 | 22.09       | 10,776.95       | 7.81    | 35.36%            |
| Y/E 9/30/61 | 1380               | 49,310.45          | 35.73       | 11,870.38       | 8.60    | 24.07%            |
| Y/E 9/30/62 | 1380               | 40,102.35          | 29.06       | 17,127.51       | 12.41   | 42.70%            |
| Y/E 9/30/63 | 1380               | 57,229.86          | 41.47       | 8,110.65        | 5.88    | 14.18% `          |
| Y/E 9/30/64 | 1360               | 48,090.51          | 35.36       | 6,122.88        | 4.50    | 12.73%            |

\*The corporation was organized in a tax-free exchange and assets were in some instances acquired at the transferors' income tax basis, resulting in a discount in consideration for the stock issued of \$7,588.05 from the total "stated value" of the stock (\$35,576.40).

The foregoing schedule, reflecting return on the investment of the stockholders should be compared with the schedule on page five supra, which reflects a much lower return on the corporation's investment in assets. The difference is attributable to the liabilities of the corporation, which are included in the total investment in required assets, but are excluded from the present net worth, or stockholders' equity; nevertheless these liabilities will have to be paid, either from future earnings by the stockholders' foregoing of dividends, or by additional capital investment by the stockholders.

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City of Nomi-Las Vegas

#### EXHIBIT D

Qisposal Transportation, Inc. Las Vegas, Nevada

STATEMENT OF FINANCIAL CONDITION
September 30, 1964

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City of North Las Vegas

## STATEMENT OF FINANCIAL CONDITION September 30, 1964

### **ASSETS**

| Current Assets:  Cash on hand and in Bank of Las Vegas Accounts receivabledisposal customers Less: Reserve for doubtful accounts Estimated collectible Account receivable from related company: Clark Sanitation, Inc. Total current assets                                                        | \$<br>                           | 31,850.95<br>3,151.00                     | \$ 37,151.18<br>28,699.95<br>1,867.19<br>\$ 67,718.32 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------------------------------------|-------------------------------------------------------|
| Fixed Assets: Automobiles, trucks and trailers Less: Accumulated depreciation Total fixed assets at net book value                                                                                                                                                                                 |                                  | \$ 63,923.21<br>39,596.54                 | 24,326.67                                             |
| Prepaid Expenses and Deferred Charges:  Prepaid insurance premiums  Prepaid taxes and licenses  Total prepaid expenses  Unamortized finance costs  Unamortized basis of City of North  Las Vegas contract  Expense of capital shares (unamortizable)  Total prepaid expenses and  deferred charges | \$ 234.81<br><u>572.38</u><br>\$ | 807.19<br>6,535.01<br>11,676.43<br>232.01 | 19,250.64                                             |

Total assets

\$111,295.63

### EXHIBIT D

## LIABILITIES AND CAPITAL

| Current Liabilities:                                                                                           |                                         |              |                      |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------------|----------------------|
| Accounts payabletrade                                                                                          |                                         | \$           | 862.19               |
| Equipment contracts payable, secured by                                                                        |                                         |              |                      |
| disposal trucks                                                                                                | \$ 44,244.32                            |              |                      |
| Less: Amount payable after one year                                                                            | <u> 26,505.92</u>                       |              | 0 ! -                |
| Amount payable within one year                                                                                 |                                         |              | 7,738.40             |
| Federal income tax payable                                                                                     |                                         |              | 1,954.54             |
| Accrued franchise license fee payable                                                                          |                                         |              |                      |
| (City of North Las Vegas)                                                                                      |                                         |              | 792.19               |
| Accrued payroll payable                                                                                        |                                         |              | 556.81               |
| Accrued payroll taxes payable                                                                                  |                                         |              | 501.79               |
| Employee trust funds payable                                                                                   |                                         |              | 572.74               |
| Accounts payable to related companies:                                                                         | 4 , -, -, 1 -                           |              |                      |
| Disposal Investments, Inc.                                                                                     | \$ 1,719.43                             |              |                      |
| Silver State Disposal Co.                                                                                      | 10,512.82                               | 12           | 2,232.25<br>5,210.91 |
| Total current liabilities                                                                                      |                                         | \$ 35        | 5,210.91             |
|                                                                                                                |                                         |              |                      |
| Non-Current Liabilities:                                                                                       |                                         |              |                      |
| Equipment contracts payable, secured                                                                           |                                         |              |                      |
| by disposal trucksamount payable                                                                               |                                         |              |                      |
| after one year                                                                                                 | \$ 26,505.92                            |              |                      |
| Security depositPork Producers, Inc.                                                                           | 150.00                                  |              |                      |
| Total non-current liabilities                                                                                  |                                         | 26           | 6,655.92             |
| Deferred Credit:  Unearned revenue (collections in advance of service)  Total liabilities and deferred credits |                                         | ÷ 65         | 153.41<br>2,020.24   |
| Total flabilities and deferred credits                                                                         |                                         | 3 O2         | .,020.24             |
| Capital and Surplus:                                                                                           |                                         |              |                      |
| Common stock issued and outstanding:                                                                           |                                         |              |                      |
| 1,380 shares, no par value (stated                                                                             |                                         |              |                      |
| value \$25.78 per share) of which                                                                              | · ·                                     |              |                      |
| 20 shares are in treasury                                                                                      | \$ 27,988.35                            |              |                      |
| Capital surplus arising from the liquidation                                                                   | ¥ 21,500.55                             |              |                      |
| of Transportation Rentals, Inc.                                                                                | <u>8,051.71</u>                         |              |                      |
|                                                                                                                | \$ 36,040.06                            |              |                      |
| Earned surplus (Schedule D-1):                                                                                 | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |              |                      |
| Restrictedequal to cost of treasury stock                                                                      | \$ 688.00                               |              |                      |
| Unrestricted surplus                                                                                           | 13,235.33 13,923.33                     |              |                      |
| <b>'</b>                                                                                                       | \$ 49,963.39                            |              |                      |
| Less: Cost of treasury stock                                                                                   | MICRO 511 1/688,00                      |              |                      |
| Net capital and surplus                                                                                        | nongraph and and a                      | 49           | ,275.39              |
| ·                                                                                                              |                                         | 1            |                      |
|                                                                                                                | FEB 25 1972                             |              | <del>_</del>         |
| Total liabilities and capital                                                                                  | 5 Can 12                                | <u>\$111</u> | <u>,295.63</u>       |
|                                                                                                                | CTOY AS DECORATE                        |              |                      |
|                                                                                                                | CITY OF NOTIK                           |              |                      |

Las Vegas, Nevada

Las Vegas

STATEMENT OF FINANCIAL CONDITION
September 30, 1964

ANALYSIS OF EARNED SURPLUS Year Ended September 30, 1964 SCHEDULE D-1

Earned surplus, September 30, 1963

\$ 12,050.45

Add: Net income, year ended September 30, 1964 (from Exhibit DD)

6,122.88 \$ 18,173.33

Deduct: Dividend declared, July 10, 1964

4,250.00

Earned surplus, September 30, 1964:

Restricted--equal to cost of treasury stock Unrestricted surplus

13,235.33

688.00

TOTAL EARNED SURPLUS, SEPTEMBER 30, 1964 (to Exhibit D)

\$ 13,923,33

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city of north Las vegas.

## INCOME STATEMENT Year Ended September 30, 1964

### EXHIBIT DD

| Uperating Revenue:                                |                                                     |
|---------------------------------------------------|-----------------------------------------------------|
| Disposal service revenue:                         |                                                     |
| Regular service \$252,24                          | =                                                   |
|                                                   | <u>90.41</u> \$252,838.79                           |
| Salvage income                                    | 328.44                                              |
| Equipment rental income                           | 4,903.39                                            |
| Total operating revenue                           | \$258,070.62                                        |
| Operating Expense:                                |                                                     |
| Disposal service expense (Schedule DD-1) \$214,98 |                                                     |
| Administrative expense (Schedule DD-2) 32,42      | 4.95                                                |
| Amortization of City of North Las Vegas           |                                                     |
|                                                   | <u>12.16</u>                                        |
| Total operating expense                           | <u>248,998.28</u>                                   |
| Operating income                                  | \$ 9,072.34                                         |
| State fuel tax refunds 50                         | 15.05<br>01.10<br>61.73<br>1,667.88<br>\$ 10,740.22 |
| Other Charges:                                    | 0. ((0. 90                                          |
| Interest and finance costs                        | 2,662.80                                            |
| Net income before federal income tax              | \$ 8,077.42                                         |
| Federal income tax on taxable income              | 1,954.54                                            |
| NET INCOME (to Schedule D-1)                      | <u>\$ 6,122.88</u>                                  |

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City of Notice Las Vegas

## INCOME STATEMENT Year Ended September 30, 1964

## DISPOSAL SERVICE EXPENSE

#### SCHEDULE DD-1

| <u>Disposal Service Personnel Expense:</u>          |              |                                               |
|-----------------------------------------------------|--------------|-----------------------------------------------|
| Drivers and pitchers wages                          | \$ 98,867.18 |                                               |
| Supervisory salaries                                | 6,485.85     |                                               |
| Payroll taxes                                       | 6,923.33     |                                               |
| Compensation insurance                              | 1,700.60     |                                               |
| Group insurance, health and welfare                 | 3,062.20     |                                               |
| Total disposal service personnel                    |              |                                               |
| expense                                             |              | \$117,039.16                                  |
| •                                                   |              | , , , <b>, , , , , , , , , , , , , , , , </b> |
| <u>Disposal Service Truck Expense</u> :             |              |                                               |
| Fuel and oil                                        | \$ 12,847.29 |                                               |
| Tires, tubes and accessories                        | 5,043.17     |                                               |
| Property and liability insurance                    | 1,111.84     |                                               |
| Equipment rental                                    | 14,886.04    |                                               |
| Repairs and maintenance                             | 29,046.36    |                                               |
| Taxes and licenses                                  | 1,688.13     |                                               |
| Total disposal service truck                        |              |                                               |
| expense                                             |              | 64,622.83                                     |
| ,                                                   |              | .,,                                           |
| Disposal Service Indirect Expense:                  |              |                                               |
| Equipment rental                                    | \$ 180.00    |                                               |
| Damage claims                                       | 160.00       |                                               |
| Uniforms and laundry                                | 606.41       |                                               |
| City of North Las Vegas franchise fee               | 9,197.14     |                                               |
| Provision for uncollectible accounts                | J, .J,       |                                               |
| receivable                                          | 2,813.25     |                                               |
| Total disposal service indirect                     |              |                                               |
| expense                                             |              | 12,956.80                                     |
| <b></b>                                             |              |                                               |
| Total disposal service expense before depreciation  |              | \$194,618.79                                  |
|                                                     |              |                                               |
| Provision for depreciationdisposal trucks           |              | 20,362.38                                     |
|                                                     |              |                                               |
| TOTAL DISPOSAL SERVICE EXPENSE (to Exhibit DD)      |              | <u>\$214.981.17</u>                           |
| The state of the state of the state of the state of |              | <u>v=1-1,001,117</u>                          |

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City of Morth Las Vegas

## INCOME STATEMENT Year Ended September 30, 1964

#### ADMINISTRATIVE EXPENSE

#### SCHEDULE DD-2

| Administrative Personnel Expense: Administrative salaries Payroll taxes Compensation insurance Group insurance, health and welfare Total administrative personnel |    |          | \$<br>7,200.00<br>480.24<br>119.30<br>73.56 |                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----------|---------------------------------------------|-------------------|
| expense                                                                                                                                                           |    |          |                                             | \$<br>7,873.10    |
|                                                                                                                                                                   |    |          |                                             |                   |
| Administrative General Expense:                                                                                                                                   |    |          |                                             |                   |
| Office supplies and expense                                                                                                                                       |    |          | \$<br>269.41                                |                   |
| Accounting expense                                                                                                                                                |    |          | 560.00                                      |                   |
| Legal fees                                                                                                                                                        |    |          | 630.00                                      |                   |
| Collection, survey and customer                                                                                                                                   |    |          |                                             |                   |
| service expense                                                                                                                                                   |    |          | 9,235.77                                    |                   |
| Insurance                                                                                                                                                         |    |          | 90.00                                       |                   |
| Taxes and licenses                                                                                                                                                |    |          | 40.00                                       |                   |
| Bad debts and checks written off                                                                                                                                  |    |          | 130.00                                      |                   |
| Charges from Silver State Disposal                                                                                                                                |    |          |                                             |                   |
| Company for occupancy, facilities                                                                                                                                 |    |          |                                             |                   |
| and services:                                                                                                                                                     |    |          |                                             |                   |
| Premises rent                                                                                                                                                     | \$ | 2,463.13 |                                             |                   |
| Office facilities and supplies                                                                                                                                    |    | 1,941.32 |                                             |                   |
| Clerical and administrative salaries                                                                                                                              |    | 4,427.35 | •                                           |                   |
| Administrative auto expense                                                                                                                                       |    | 1,904.35 |                                             |                   |
| Survey, collection and customer                                                                                                                                   |    |          |                                             |                   |
| service expense                                                                                                                                                   |    | 1,436.54 |                                             |                   |
| Travel, entertainment, dues and                                                                                                                                   |    |          |                                             |                   |
| subscriptions                                                                                                                                                     |    | 1,389.95 |                                             |                   |
| Miscellaneous charges                                                                                                                                             | _  | 34.03    |                                             |                   |
| Total charges from Silver State                                                                                                                                   |    |          | 13,596.67                                   |                   |
| Total administrative general expense                                                                                                                              |    |          |                                             | 2 <u>4,551.85</u> |
|                                                                                                                                                                   |    |          |                                             | <br>              |

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\$ 32,424.95

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CITY OF NORTH LAS VEGAS

TOTAL ADMINISTRATIVE EXPENSE (to Exhibit DD)

INCOME STATEMENT
Year Ended September 30, 1964

GAIN ON DISPOSAL OF ASSETS

SCHEDULE DD-3

Proceeds from sale of disposal truck T-67, November 10, 1963

\$ 2,750.00

Cost of Truck Sold:

Income tax basis of truck acquired in liquidation of subsidiary October 1, 1959
Less: Accumulated depreciation
Net book value at date of sale

\$ 14,405.87 12,670.92

1,734.95

NET GAIN ON DISPOSAL OF ASSETS (to Exhibit DD)

1,015.05

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FEB 25 1972

CITY OF MORTH

CONWAY, MOE & HIBBS
Certified Public Accountants

LAS VEGAS, NEVADA

7

November 22, 1965

To the Directors and Stockholders of Disposal Transportation, Inc.

Gentlemen:

We have examined the within statement of financial condition as at September 30, 1964 and the related income statement and analysis of surplus for the year then ended, for

#### DISPOSAL TRANSPORTATION, INC.

Our examination was made in conformity with generally accepted auditing standards, and accordingly included such tests of the accounting records and other audit procedures as we considered necessary in the circumstances.

In our opinion the accompanying financial statements present fairly the financial condition of the company at September 30, 1964 and the results of its operations for the year then ended in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year in all material respects.

Yours very truly,

Way Moe & HIBBS

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FEB 25 1972

CITY OF NOTTI

### DISPOSAL TRANSPORTATION, INC. Las Vegas, Nevada

PRO-FORMA INCOME STATEMENT Year Ended June 30, 1963

### CITY OF NORTH LAS VEGAS ONLY

| Disposal Service Fees Income                                                                                                                                                                                                                                                                                                                                     |                                                                                                 | \$133,300.00 (1)  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------|
| Disposal Service Personnel Expense:  Drivers and pitchers salaries and wages Supervisory salaries Payroll taxes Compensation insurance Group insurance, health and welfare Total disposal service personnel expense                                                                                                                                              | \$ 58,400.00<br>1,200.00<br>3,000.00<br>900.00<br>1,350.00<br>\$ 64,850.00                      | (2)               |
| Disposal Service Truck Expense:  Fuel and oil  Tires and tubes  Property and liability insurance Repairs and maintenance  Taxes and licenses  Depreciation  Total disposal service truck expense                                                                                                                                                                 | \$ 9,200.00<br>3,300.00<br>800.00<br>12,500.00<br>1,200.00<br>13,600.00                         | (3)               |
| Disposal Service Indirect Expense:  Uniforms and laundry City of North Las Vegas franchise fee Paper collection fees Dumping fees Provision for doubtful accounts receivable Amortization of City of North Las Vegas Contract Equipment rental Total disposal service indirect expense                                                                           | \$ 350.00<br>6,660.00<br>2,500.00<br>1,000.00<br>1,000.00<br>1,600.00<br>180.00                 | (4)               |
| Disposal Administrative Expense:  Administrative personnel expense Premises rent Office facilities and expense Clerical and administrative service Administrative auto and truck expense Survey, collection fees and service expense Legal and accounting Insurance, taxes and licenses and interest Total administrative expense Total disposal service expense | \$ 2,500.00<br>2,800.00<br>1,000.00<br>2,000.00<br>1,000.00<br>7,860.00<br>1,100.00<br>2,460.00 | (4)<br>139,460.00 |
|                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                 | /# / 140 00\/C\   |

ESTIMATED NET LOSS, YEAR ENDED JUNE 30, 1962

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PRO-FORMA INCOME STATEMENT Year Ended June 30, 1963

#### CITY OF NORTH LAS VEGAS ONLY

#### Notes to Pro-Forma Income Statement, Year Ended June 30, 1963

- (1) Disposal service revenues have been estimated at the actual billings previously submitted to this company by the city of North Las Vegas from July 1, 1961 to June 30, 1962, increased by 7.2% for growth, as evidenced by the actual increase in billings for the year ended June 30, 1962.
- (2) Disposal service personnel expense has been estimated on the basis of actual man hours presently expended within the city limits of North Las Vegas consisting of eight (8) men (four drivers) and (four pitchers). An analysis of the estimated payroll costs is hereby scheduled below:

| 160 | hours | per | week | for | 54  | weeks | @ | \$2.65 | per | hour | \$ 22,900.00 |
|-----|-------|-----|------|-----|-----|-------|---|--------|-----|------|--------------|
| 160 | hours | per | week | for | 54  | weeks | @ | \$2.55 | per | hour | 22,000.00    |
|     |       |     |      |     |     |       |   | \$3.97 |     |      | 6,900.00     |
| 32  | hours | per | week | for | 5l: | weeks | 0 | \$3.82 | per | hour | 6,600.00     |
|     |       |     |      |     |     |       |   |        |     |      |              |

Total drivers and pitchers salaries and wages

\$ 58,400.00

Payroll taxes and compensation insurance have estimated on the above payroll at the prevailing rates of 5.025% and 1.50% respectively. Group insurance is computed at \$14.00 per month per man.

The estimated disposal personnel expense does not include the probable increase in labor rates anticipated in May, 1963; resulting from negotiations for a new labor contract with the Teamsters Union.

- (3) Disposal service truck expense consists entirely of the present and previous costs and expenses of four (4) disposal trucks serving the city of North Las Vegas only. Two (2) of these trucks have been purchased and put into operation in North Las Vegas during the past thirty days. The various catagories of truck expense reflect actual costs of the new trucks for approximately thirty days, annualized and the past years costs of the old trucks.
- (4) Disposal service indirect expense and administrative expense have been conservatively estimated on actual expenditures for the six months ended March 31, 1962 and annualized to reflect a years expense.
- (5) The estimated net loss of \$6,160.00 for the twelve months period ended June 30, 1963 reveals that there is a greater cost to service the city of North Las Vegas than the present rate of growth can off-set in the way of revenue.

At this time, August 1, 1962, according to the formula set forth by the city of North Las Vegas, Nevada, our invested capital should be computed as follows:

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#### DISPOSAL TRANSPORTATION, INC. Las Vegas, Nevada

PRO-FORMA INCOME STATEMENT Year Ended June 30, 1963

#### CITY OF NORTH LAS VEGAS ONLY

#### Notes to Pro-Forma Income Statement, Year Ended June 30, 1963 (Continued)

| Plant and Equipment:    |             |                    | •            |
|-------------------------|-------------|--------------------|--------------|
|                         |             | Accumulated        | Book         |
|                         | Basis       | Depreciation       | Value 8/1/62 |
| Truck T-66              | \$ 8,624.63 | \$ 6,749.38        | \$ 1,875.25  |
| Truck T-67              | 14,139.62   | 8,804.37           | 5,335.25     |
| Truck T-68              | 22,000.00   | 330.00             | 21,670.00    |
| Truck T-69              | 22,000.00   |                    | 22,000.00    |
| Totals                  | \$66,764.25 | <b>\$15,883.75</b> | \$50,880.50  |
| Net equipment capital   |             |                    | •            |
| Working capital 45 days |             | ,                  | 17,433.00    |
| Total invested capital  |             | · .                | \$68,313.50  |

Inasmuch as this company has a limited life, being sustained by its franchise only, it is felt that a reasonable return on invested capital should be not less than 10%, nor greater than 15%. This concurs with the thoughts of your neighbor, the city of Las Vegas. Therefore on the basis of \$68,313.50 invested capital this company should realize a net income of at least \$6,831.35 and not greater than \$10,247.03. In order to realize this return, the following table has been prepared to illustrate the increase in rates required:

| Percentage of return on invested capital                                                                                                                                                   | 10%                                                                               | 15%                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Gross revenues Less: Operating Costs Net revenues Less: Additional franchise fees and collection charges Net operation income before Federal income tax Provision for Federal income taxes | \$151,050.00<br>139,460.00<br>\$ 11,590.00<br>1,775.00<br>\$ 9,815.00<br>2,950.00 | \$156,300.00<br>139,460.00<br>\$ 16,840.00<br>2,300.00<br>\$ 14,540.00<br>4,360.00 |
| NET INCOME                                                                                                                                                                                 | \$ 6,865.00                                                                       | \$ 10,180.00                                                                       |
| Increase in gross revenues required                                                                                                                                                        | \$ 17,750.00                                                                      | \$ 23,000.00                                                                       |
| Percentage of increase in rates required                                                                                                                                                   | <u>\$ 13.3%</u>                                                                   | \$ 17.3%                                                                           |

From the above analysis, it is obvious that the 10% increase in rates as requested in February, 1962 is nominal and would only allow the company to realize approximately 6% on its invested capital.

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26.23%

#### BASIS - 6 months Financial Report of Garbage Company Ending 3/31/62-Projected one year

| Projected Operating Revenue | \$ 125,899     | \$125,899        |
|-----------------------------|----------------|------------------|
| Operating Expense           | 117,237        | 117,237          |
|                             |                | 8,662            |
| Less Other Operating        | Expense        | 275<br>8,387     |
| Federal Income Taxes        |                | 2,516<br>5,871.X |
| Rate Bases                  |                |                  |
| Plant - Dep. Fixed Asset    | s - \$9,102    |                  |
| N.L.V. Portion (84.54%)     |                | 7,695            |
| 45 days working capital     | 9,793<br>4,896 |                  |
|                             | 14,689         | 14,689           |
|                             |                | \$22,384         |

Rate of return on fixed assets

# BASIS GARBAGE CO. AUDIT YEAR ENDING 9/30/61

| OPERATING REVENUE \$146,243 NORTH LAS VEGAS PORTION (77.33%)                                            | \$113,089                    |
|---------------------------------------------------------------------------------------------------------|------------------------------|
| OPERATING EXPENSE 128,467<br>NORTH LAS VEGAS PORTION(84.54%) 108,606                                    | 108,606                      |
| NON OPERATING EXPENSE \$845<br>NORTH LAS VEGAS PORTION (84.54%)                                         | 714<br>3,769                 |
| Federal Taxes<br>Net Return                                                                             | 1,131<br>2,638               |
| RATE BASE                                                                                               |                              |
| Plant - Dep. Fixed Assets \$11,938.00 North Las Vegas Portion(84.54%) 45 Days Working Capital 9050 4525 | 10,092<br>13,575<br>\$23,667 |

RATE OF RETURN ON FIXED ASSETS 11.14%

November 17, 1960

Honorable Mayor and City Commissioners City of North Las Vegas City Hall North Las Vegas, Nevada

Gentlemen:

Submitted, herewith, are the following financial statements of DISPOSAL TRANSPORTATION, INC., for the fiscal year ended September 30, 1960.

EXHIBIT A . STATEMENT OF FINANCIAL CONDITION, September 30, 1960 EXHIBIT B - INCOME STATEMENT, year ended September 30, 1960 SCHEDULE B-1 Schedule of Truck Expenses

These financial statements have been prepared from the books and records of DISPOSAL TRANSPORTATION, INC., and reflect the increased labor costs as agreed to with the Teamsters Union, May 21, 1960, as well as a projection of the labor increases over the term of the union contract.

Attention is hereby called to the Income Statement, which includes income and expenses of both the City of North Las Vegas and that portion of Clark County which lies north of North Las Vegas. On the basis of revenue from disposal customers, it can be ascertained that the following ratios exist:

> City of North Las Vegas Clark County Totals

| Revenue                   | %      |
|---------------------------|--------|
| \$ 91,716.28              | 78.989 |
| 24,396.27<br>\$116,112.55 | 21.011 |
|                           |        |

Yours very truly, DISPOSAL TRANSPORTATION, INC.

L. L. LaFortune

President

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#### STATEMENT OF FINANCIAL CONDITION September 30, 1960

#### EXHIBIT A

#### ASSETS

| Current Assets:                                          |                                      |              |
|----------------------------------------------------------|--------------------------------------|--------------|
| Cash in bank of Las Vegas                                | ٠.                                   | \$ 13,471.42 |
| Accounts: receivable - disposal customers                | \$ 8,886.20                          |              |
| Less: reserve for doubtful accounts                      | 1,045.17                             |              |
| Estimated collectible                                    | -                                    | 7,841.03     |
| Total current assets:                                    |                                      | \$ 21,312,45 |
|                                                          |                                      | •            |
| Non-Current Assets:                                      |                                      |              |
| Cash deposits with others                                | \$ 279.00                            |              |
| Receivable from related companies:                       |                                      |              |
| Disposal Investments, Inc.                               | 6,298.59                             | ·.           |
| Silver State Disposal Service, Inc.                      | 4,773.44                             |              |
| Total non-current assets                                 |                                      | 11,351.03    |
|                                                          |                                      |              |
| Investments:                                             |                                      |              |
| Capital stock of Clark Sanitation, Inc. (valued at cost) | $\hat{\phi} = \phi \cdot \hat{\phi}$ | 21,078.48    |
|                                                          |                                      | •            |
| Fixed Assets:                                            | • •                                  |              |
| Automobiles, trucks and trailers                         | \$22,460.50                          | *            |
| Less: reserve for depreciation                           | 5,410.32                             |              |
| Net fixed assets                                         |                                      | 17,050.18    |
|                                                          |                                      |              |
| Prepaid Expense and Deferred Charges:                    | 4                                    |              |
| City of North Las Vegas contract                         | \$14,551.62                          |              |
| Prepaid insurance premiums                               | 185。9կ                               |              |
| Prepaid taxes and licenses                               | 361.62                               |              |
| Organization expense                                     | 567.87                               |              |
| Total prepaid expenses and deferred charges              | ,                                    | 15.667.05    |

\$ 86,459.19

TOTAL ASSETS

#### LIABILITIES AND CAPITAL

| Current Liabilities:                                                                                           |               | 90.00     |
|----------------------------------------------------------------------------------------------------------------|---------------|-----------|
| Accounts payable - trade accounts  Note payable to Max Chason - secured by equipment:                          | \$            | 89.99     |
| Amount payable within one year                                                                                 |               | 5,308.32  |
| Equipment contract payable - Bank of America - secured by equipment:                                           |               | 2,200,22  |
| Amount due within one year                                                                                     |               | 5,640.00  |
| Employees trust funds payable                                                                                  |               | 245.89    |
| Estimated Federal income tax payable                                                                           |               | 5,156.08  |
| Accrued payroll payable                                                                                        |               |           |
| Accrued expenses payable                                                                                       | :             | 5,733,52  |
| Accrued expenses payable Accrued franchise fees payable                                                        |               | 1,226.32  |
| Total current liabilities                                                                                      | <del>**</del> | 1,214.77  |
| lotal current liabilities                                                                                      | . ₩           | 24,614.89 |
| Gan Amaria Traballia and Caraca a |               |           |
| Non-Current Liabilities:                                                                                       | . *           |           |
| Note payable to Max Chason - secured by equipment:  Total note \$14.597.43                                     |               | . •       |
|                                                                                                                | • •           |           |
| Payable within one year, above 5,308.32                                                                        |               |           |
| Amount payable after one year \$ 9,289.1                                                                       | LL"           |           |
| Equipment contract payable - Bank of America -                                                                 | •             |           |
| secured by equipment:                                                                                          | · · · · ·     |           |
| Total note Payable within one year, above  \$ 6,580.00  5,640.00  940.0                                        | 24            |           |
| Payable within one year, above 5,640.00 940.0                                                                  | טג            | •         |
| Amount payable after one year                                                                                  |               |           |
| Payable to related companies:                                                                                  | . ب           |           |
| Clark Sanitation, Inc. 811.3                                                                                   | <u>15</u>     | 500 s     |
| Total non-current liabilities                                                                                  |               | 11,040.46 |
|                                                                                                                |               |           |
| Deferred Credit:                                                                                               |               |           |
| Unearned revenues - (accounts collected, not yet billed)                                                       | -             | 239.50    |
| Total liabilities                                                                                              | <b>\$</b> "   | 35,894.85 |
|                                                                                                                | . `           |           |
| Capital and Surplus:                                                                                           |               | • .       |
| Common stock issued and outstanding:                                                                           |               |           |
| 1,380 shares, no par (stated value \$25.78) \$27,988.3                                                         | 15            |           |
| Surplus arising from liquidation of                                                                            |               | •         |
| Eransportation Rental, Inc. 8,051.7                                                                            |               |           |
| Earned surplus                                                                                                 |               |           |
| Total capital and surplus                                                                                      |               | 50,564.34 |
|                                                                                                                |               |           |
|                                                                                                                |               |           |

TOTAL LIABILITIES AND CAPITAL

\$ 86,459.19

# INCOME STATEMENT Year Ended September 30, 1960

EXHIBIT B

| Operating Revenues:                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Disposal service revenues                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$116,112.55                          |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Operating Expense:                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Salaries and wages:                                           | · 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                       |
| Drivers and Pitchers \$33,950.78                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Administrative salaries 7,800.00                              | Ala 200 20                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                       |
| Total salaries and wages                                      | \$41,750.78                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | •                                     |
| Payroll taxes                                                 | 2,367.19                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | * * * * * * * * * * * * * * * * * * * |
| Compensation insurance                                        | 452.54                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Group insurance, health and welfare                           | 1,091.16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |
| Accounting expense                                            | 2,400.00<br>4,396.64                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| City of North Las Vegas franchise fees                        | 227.65                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | · · · · · · · · · · · · · · · · · · · |
| Collection and survey expense Dumping fees                    | 1,696.79                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |
|                                                               | 75.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | •                                     |
| Insurance expense, other than automotive Laundry and uniforms | 486.72                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Legal expense                                                 | 631.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Licenses and taxes, other than automotive                     | 40.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |
| Miscellaneous expense                                         | 2.87                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| Occupancy, facilities and services                            | 17.674.75                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | . ·                                   |
| Office expense and supplies                                   | 396.81                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Paper collection fees                                         | 2,027.55                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |
| Postage                                                       | 515.31                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Provision for doubtful accounts receivable                    | 338.12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Truck expenses (Schedule B-1)                                 | 19,685.59                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                       |
| Uncollectible returned checks                                 | 17.80                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                       |
| Amortization of City of North Las Vegas contract              | 1,284.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                       |
| Total operating expense                                       | , <del></del>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 97,558.27                             |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| DPERATING INCOME                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 18,554.28                          |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Ion-Operating Expense:                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Interest expense                                              | \$ 1,075.06                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                       |
| Amortization of organization expense                          | 287.30                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| Penalties and fines                                           | 5.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |
| Total Non-operating expense                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 1,367.36                              |
|                                                               | A Commence of the Commence of |                                       |
| NET INCOME BEFORE INCOME TAX                                  | •                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 17,186.92                          |
| Provision for Federal income tax                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 5,156,08                              |
|                                                               | 18 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                       |
| WET INCOME                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 12,030.84                          |
|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                       |
| Pro-rata Net Income:                                          | 3 <u>3</u> 3 3 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Amount                                |
| City of North Las Vegas                                       | 78.989                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 9,503.04                           |
| Clark County                                                  | 21.011                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 2,527.80                              |
| Total                                                         | 100,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 12.030.80                          |

CB 25

#### DISPOSAL TRANSPORTATION, INC. Las Vegas, Nevadæ

# INCOME STATEMENT Year Ended September 30, 1960

| SCHEDULE OF TRUCK EXPENSES          | SCHEDULE B-1       |
|-------------------------------------|--------------------|
|                                     | •                  |
| Fuel and oil                        | \$ 4,202.64        |
| Tires, tubes and accessories        | 1,451.02           |
| Property and liability insurance    | 639.84             |
| Equipment rental                    | 1,718.55           |
| Repairs and maintenance             | 5,928.18           |
| Taxes and licenses                  | 335.04             |
| Depreciation                        | 5,410.32           |
| Total truck expenses (To Exhibit B) | <b>\$19,685.59</b> |

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CAT OF ROLTH LAS VECAS



#### **CONTINUATION CERTIFICATE**

2010 FEB 16 A 10: 09



The <u>Travelers Casualty and Surety Company of America</u> (hereinafter called the Surety) hereby continues in force its Bond No. <u>105223500</u> in the sum of <u>Twenty Five Thousand Dollars and 00/100</u> (\$25,000.00) Dollars, on

behalf of Republic Silver State Disposal DBA Republic Services

in favor of City of North Las Vegas

subject to all the conditions and terms thereof through <u>February 4, 2011</u> at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 20 day of <u>January</u>, 2010.

<u>Travelers Casualty and Surety Company of America</u>
Surety

Bv:

Sarabeth Scott Attorney-in-Fact



#### POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America United States Fidelity and Guaranty Company

Attorney-In Fact No.

221372

Certificate No. 003349054

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Johanne S. Puckett, and Sarabeth Scott

| of the City ofGreen         | nville<br>city if more than one is named abo                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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| other writings obligatory i | n the nature thereof on behalf of t<br>guaranteeing bonds and undertakin                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 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| contracts and executing of  | guaranteeing bonds and undertakn                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| luno                        | F, the Companies have caused this 2009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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|                             | Farmington Casualty Co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | A configuration of the configu |                                  |                      | urance Company                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                               |
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|                             | St. Paul Fire and Marine<br>St. Paul Guardian Insur                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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| City of Hartford ss.        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          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                                                                                                                            | /                                | George W Thomps      | son, Senior Vice Presi                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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| On this the 30th            | day ofJune                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 2009                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | hafara ma narsana                | Illy appared Goo     | erge W. Thompson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | , who acknowledged                            |
| himself to be the Senior Vi | ice President of Farmington Casua                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | alty Company, Fidelity and G                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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                                                                                                                                                                                                                                     | urance Underwriters,                          |
|                             | arine Insurance Company, St. Pau<br>alty and Surety Company of Amer                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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|                             | trument for the purposes therein co                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      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In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

#### WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Secretary, and Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this L

Kori M. Johanson Assistant Secretary



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

# SECOND AMENDMENT AND TOTAL RESTATEMENT OF FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

#### **Between**

THE CITY OF NORTH LAS VEGAS

and

REPUBLIC SILVER STATE DISPOSAL, INC.

and

REPUBLIC DUMPCO, INC.

# SECOND AMENDMENT AND TOTAL RESTATEMENT OF FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

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# SECOND AMENDMENT AND TOTAL RESTATEMENT OF FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE

#### RECITALS

WHEREAS, the City is authorized to enter into this Agreement pursuant to its City Charter and the Nevada Revised Statutes ("NRS"), and the City may, pursuant to NRS 268.081, grant an exclusive contract, in whole or in part, to any person to collect and dispose of solid waste; and

WHEREAS, federal and state regulations mandate environmentally sound solid waste collection, transportation and disposal; and

WHEREAS, it is declared to be the policy of the City to regulate the collection, transportation and disposal of solid waste and recyclables in a manner consistent with federal and state laws; and

WHEREAS, the City is authorized, pursuant to the Charter of the City of North Las Vegas and applicable provisions of general laws of the State of Nevada, to enter into this Agreement and may, pursuant to NRS 268.081, grant an exclusive contract to any person to perform collection, transportation and disposal of "garbage and other waste", which collectively refer to solid waste herein; and

WHEREAS, solid waste collection, transportation and disposal service and curbside recycling are presently provided by Franchisee within the City under the "Refuse Removal Agreement" dated April 3, 1996, as amended by that certain First Amendment to Refuse Removal Agreement dated on or about December 15, 2010 (the "Existing Franchise"); and

WHEREAS, the Existing Franchise constitutes a binding contract between the City and

Franchisee which will remain in effect through April 2, 2016 and through all subsequent renewal options that have been exercised unless it is modified by mutual agreement of the parties; and

WHEREAS, Section XXX of the Existing Franchise permits the parties to modify the Existing Franchise in writing; and

WHEREAS, the City Council has determined that franchised solid waste service, curbside recycling service, and household hazardous waste service provide the most effective approach to environmentally sound and economical solid waste collection and disposal services; and

WHEREAS, the City desires to continue providing environmentally sound solid waste collection, transportation and disposal services to residents and businesses within the municipal boundaries of the City; and

WHEREAS, Franchisee represents it is willing and able to continue to perform environmentally sound solid waste collection, transportation and disposal services within the municipal boundaries of the City; and

WHEREAS, the City and Franchisee desire to clarify and update the Existing Franchise to make it consistent with the City's solid waste ordinance; and

WHEREAS, the City Council has determined that it is in the best interests of the residents of the City that the Existing Franchise be revised and updated, subject to the terms and conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the agreements and mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to the following terms and conditions:

#### SECTION 1: DEFINITIONS

All terms, phrases, words and their derivations used in this Agreement shall have the same meanings as those definitions contained in Chapter 8.20 of the North Las Vegas Municipal Code (the "Code") in effect on the Effective Date and as attached hereto as Exhibit "A", unless the context clearly requires otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural sense include the singular sense, and words in the singular sense

include the plural sense. The words "shall", "will" or "must" are mandatory, and the word "may" is permissive. Words not defined in the Code or this Agreement shall be given their common and ordinary meanings. The Parties agree that any changes to the definitions in Chapter 8.20 after the Effective Date do not apply to this Agreement unless expressly accepted in writing by Franchisee in its sole discretion.

#### SECTION 2: DURATION; RENEWAL

This Agreement shall become effective on the Effective Date, shall remain in effect through April 2, 2016, and shall be renewable for three (3) five (5) year options at Franchisee's sole discretion upon the same terms and conditions provided herein, provided that Franchisee is not then in breach of this Agreement and provided that Franchisee gives notices of its exercise of such option in writing at least six (6) months and by no more than one (1) year prior to expiration of this Agreement or any subsequent option that may be exercised by Franchisee.

#### SECTION 3: EXISTING FRANCHISE SUPERSEDED; EXCLUSIVITY

- A. As of the Effective Date, the terms, conditions, covenants and agreements contained in the Existing Franchise are terminated by mutual agreement and shall have no further force or effect, and that each party is released from any liability or obligation to the other party thereunder, and this Agreement shall become the sole exclusive contract between the parties for the collection, transportation and disposal of solid waste, sewage waste, residential recycling and household hazardous waste collection within the City.
- B. The rate, terms and conditions for collection, transportation and disposal of sewage waste shall be specified in a separate sewage-waste service agreement between the City and Franchisee.
- C. Subject to the terms and conditions contained in this Agreement and the City Code, the City hereby grants to Franchisee the right to collect, transport and dispose of all solid waste within the corporate boundaries of the City, as the same now exist or may be extended in the future. Franchisee shall have the exclusive right to collect, transport and dispose of all solid waste except as otherwise provided by this Agreement or Section 8.20.080 of the Code as exists at the time of the Effective Date.

### SECTION 4: REQUIRED SERVICES; LOCAL OFFICE; RECYCLING; HOUSEHOLD HAZARDOUS WASTE

- A. Franchisee shall have the exclusive right to collect, transport and dispose of all solid waste in the City, except for solid waste that is collected by authorized third parties pursuant to Section 8.20.080 of the Code on the Effective Date. Franchisee shall perform such services in compliance with all applicable federal, state and local laws, rules and regulations existing and hereafter enacted or established.
- B. Franchisee shall make solid waste collections and provide services in accordance with the service levels and rates set forth in this Agreement and the Code. All solid waste so collected shall be transported to transfer stations, recycling facilities, disposal sites or other facilities operated in accordance with all applicable laws, rules and regulations.
- C. Franchisee shall implement a curbside recycling collection program and a household hazardous waste drop-off program for its residential customers in the City living in single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service, which programs shall be exclusive to Franchisee except as otherwise provided in this Agreement or the Code, or as may otherwise be agreed to by the City Manager and Franchisee. Under these programs:
- 1. Franchisee shall provide collection services for recyclables once per week and collection services for solid waste once per week to all single-family residences, duplexes, and multiple dwellings or mobile home parks with individual curbside service., or as may otherwise be mutually agreed upon by the City Manager and Franchisee to the satisfaction of both parties. In the event both parties cannot mutually agree, the services as set forth in this Agreement will remain in place and Franchisee shall not be considered in breach of this Agreement. Franchisee will provide each residence with individual curbside service, one wheeled cart for recyclables and one wheeled cart for solid waste. Residents may request one additional solid waste or recyclables wheeled cart at no additional charge. Wheeled carts will be available in 35 gallon, 65 gallon or 96 gallon capacities. Franchisee will provide bulky item collection for items that do not fit into a wheeled cart once every two weeks. Franchisee shall collect recyclables on a regularly scheduled collection day for solid waste. All recyclables so collected shall be transported to Franchisee's designated facility. The recyclables shall Page 5 of 23

then be separated, and the residual solid waste shall be transported to a solid waste transfer station or other disposal facility operated in accordance with all applicable laws, rules and regulations.

- 2. Franchisee shall maintain and operate a recycling center in Clark County for the duration of this Agreement unless such facility shall be closed by an act of God, governmental action, or other unforeseen act or condition necessitating closure or relocation beyond the control of Franchisee.
- 3. City agrees to schedule any City-authorized slurry sealing program on the day immediately following a regularly scheduled solid waste collection. Franchisee agrees to provide City with a route map that shows collection service days within the City. In the event a City-authorized slurry sealing program does not occur the day after a regularly scheduled solid waste or bulky item collection, Franchisee may skip one regularly scheduled collection for such properties immediately following the date of the slurry sealing.
- 4. At no cost or expense to residents, Franchisee shall provide for and have the exclusive right for drop-off of household hazardous waste from residents, which shall be accepted at drop-off locations established by Franchisee. Unless otherwise agreed to by the City Manager and Franchisee, drop-offs shall be offered every quarter, on a Saturday. Household hazardous waste shall be accepted at drop-off locations established by Franchisee. Franchisee shall inform customers of the dates, times and locations of pick-ups either by mail, on its website, inserted into billing statements, or by announcements in the local media at least quarterly. Household hazardous waste that shall be accepted includes up to five (5) gallons or forty (40) pounds, or up to fifteen (15) gallons of liquid paint, per household per collection period, and may include paints, varnishes, stains, thinners, household cleaners, furniture or metal polishes, liquid automotive products, pesticides, herbicides, pool chemicals, photographic chemicals, art and hobby supplies, adhesives, batteries, used oil or other acceptable household hazardous waste. Waste that shall not be accepted include radioactive materials, explosives, water reactives, compressed gases (including Freon), business or commercial waste, infectious waste, unlabeled/unknown materials, or other materials or products as may, due to safety, health or similar concerns, be designated by the City or other recognized governmental authority and

agreed to by Franchisee as unacceptable household hazardous waste materials. Franchisee may accept refrigerators containing Freon as household hazardous waste, provided that Franchisee has the right to establish and charge reasonable fees for such service sufficient to recover its costs of handling Freon removal.

- The City Manager, Franchisee and specific property owners may agree upon alternative collection schedules for specified periods for purposes of testing recycling options pursuant to Section 8.20.330 of the Code.
- D. Franchisee shall maintain an office conveniently located in the Las Vegas Valley area with a listed telephone number for general customer service, and shall keep such office open during normal business hours for purposes of dealing with the City and its residents. Franchisee shall keep an authorized management representative at such local office during normal business hours.
- E. Franchisee shall at all times during the term of this Agreement maintain and make available for the performance of the services required herein, equipment in good operating condition and sufficient in quantity and quality to satisfy the need thereof as presently exists or may hereafter arise to fulfill the terms of this Agreement.

#### SECTION 5: ANNUAL CREDIT AND SWEPT ALLOWANCE

A. City vehicles may dispose of solid waste, other than construction and demolition waste and sewage waste, collected in the normal and customary course of City business that is not in competition with Franchisee, its affiliates or this Agreement at any authorized disposal site owned or operated by Dumpco or Franchisee within Clark County, Nevada without charge, not to exceed five hundred ninety thousand dollars (\$590,000) in tipping and solid waste service fees annually ("Annual Credit"), which shall be (a) adjusted annually based upon the percentage change in the CPI-U in accordance with Section 8.20.290 of the Code; and (b) pro-rated on a per diem basis, when applicable. The Annual Credit may include, but is not limited to, the following City services: commercial services, industrial accounts on call, industrial accounts scheduled, street sweeping, office recycling and up to five (5) City sponsored events per year ("Free Services"). City's Free Services, as requested by City,

but not specifically listed above, shall be similar and customary to services that achieve the City's objectives in its normal due course of City business. The Annual Credit is for the exclusive use of the City and is not transferable to any other party, entity or operator. The Annual Credit shall only be used during the current fiscal year and any excess shall not be carried into any future fiscal years. If the Free Services exceed the Annual Credit, both parties shall mutually agree on how to address the Free Services requested above the Annual Credit. Franchisee shall bill the City quarterly or monthly the prevailing tipping and solid waste service fees for the solid waste disposed of by City vehicles, which will reflect the services provided to the City and the Annual Credit allotted to the City and the amount of Free Services used. Notwithstanding the foregoing, the Annual Credit detailed in this Section shall not extend to the Clark County Regional Flood Control District serviced by the City or any other entity that the City is acting as an agent for or entity that the City has contracted with for City services. The Clark County Regional Flood Control District serviced by the City shall be subject to Dumpco's and Franchisee's standard tipping and solid waste service fees.

B. Solid Waste Enforcement Protection Team ("SWEPT") is a specialized anti-trash task force dedicated to protecting the City's environment and the health and safety of the City. Franchisee shall provide the City with no less than one hundred and eighty thousand dollars (\$180,000) annually for SWEPT (the "SWEPT Allowance"). The SWEPT Allowance shall be (a) pro-rated on a per diem basis, when applicable; (b) adjusted annually based upon the percentage change in the CPI-U; and (c) upon a request by Franchisee, the City agrees to dedicate a minimum of twenty (20) hours per week of the SWEPT's time to work on solid waste and franchise agreement enforcement issues within the City.

#### SECTION 6: TRANSFER STATIONS

- A. Franchisee may establish and place into operation new transfer stations based upon the service requirements determined by Franchisee. Franchisee shall be responsible for all costs associated with site improvements, construction, operation and maintenance of each transfer station, and with all liabilities resulting from the operation thereof.
- B. Any future transfer stations in the City shall be located on mutually acceptable sites owned or controlled by the City or Franchisee, and as approved by the City Council.

- C. Franchisee shall have the right, subject to applicable laws, rules and regulations existing and hereafter enacted or established, to determine the physical layout, construction and operational characteristics of the sites; provided that Franchisee shall meet with the City or its designees within the area of each proposed site to obtain site and service level information and feedback.
- D. Subject to the terms of this Agreement, Franchisee shall have the exclusive right to set rates and collect fees for any transfer stations that may be constructed in the City during the term of this Agreement.

## SECTION 7: COLLECTION OF CHARGES; BUSINESS LICENSES; FRANCHISE AND LICENSE FEES; REPORTING REQUIREMENTS

- A. The City agrees to render, on behalf of the Franchisee, all billings for solid waste service to residential customers and permanent commercial customers. Franchisee shall pay a billing service fee of five percent (5%) of all cash receipts collected by the City for solid waste removal, which shall be deducted from payments to the Franchisee as indicated in Section 8.20.300 of the Code. The City shall provide to Franchisee billing reports and an aged accounts receivable trial balance on a monthly basis.
- B. At all times during the term of this Agreement, Franchisee shall maintain a valid unexpired business license specific to its solid waste service business. The franchise fee required by this Agreement and/or the Code shall be deemed to be the business license fee for Franchisee's solid waste business. In addition to its business license for solid waste service, Franchisee shall maintain all other business licenses specific to any of Franchisee's business activities other than those of providing solid waste service, as such other business activities are specified in the Code. Franchisee shall pay all license fees due from such other business activities separately from the payment of fees due for its solid waste service business.
- C. Franchisee shall pay, on a quarterly basis, a franchise fee to the City of five percent (5%), or as otherwise allowed under applicable law, based on its cash receipts derived from the collection of solid waste and curbside recyclables collection for the preceding calendar quarter. All franchise fees shall be due no later than thirty (30) days after the end of each calendar quarter. Where the City bills customers on behalf of the Franchisee, the City shall deduct the appropriate franchise fee and the billing service fee listed in 8.20.300 prior to remitting payment to the Franchisee. Franchisee Page 9 of 23

shall also pay, on a quarterly basis, a franchise fee to the City of five percent (5%), or as otherwise allowed under applicable law, of the gross receipts derived from fees paid by customers (excluding waste collected by Franchisee) to deposit solid waste at any transfer station or convenience centers that may be constructed or operated in the City.

- D. The Franchisee may, in its sole discretion, pass through to its customers such charges as are necessary for the Franchisee to recoup all state business license taxes, franchise fees or other taxes or fees imposed by the State or City or any environment surcharges imposed by the City.
- E. Each payment of franchise fees shall be due no later than thirty (30) days after the end of each calendar quarter. If a franchise fee is received by the City after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee.
- F. Checks for Franchisee's franchise fees shall be made payable to the City of North Las Vegas and mailed or delivered to the City's Finance Department. The place and time of payment may be changed at any time by City upon 30 days' written notice to Franchisee. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities.
- G. Acceptance by the City of any payment due under this Agreement or the Code shall not be deemed a waiver by the City of any breach of Franchisee's obligations under this Agreement or applicable law, and such acceptance shall not preclude the City from later collecting a larger amount that was due.

#### SECTION 8: BOOKS, RECORDS AND AUDITS

- A. Franchisee shall establish and maintain an accounting system and full and complete records in accordance with generally accepted accounting principles and applicable state regulations, and acceptable to the City's Director of Finance, to reflect correctly and accurately the gross receipts from the collection of solid waste and curbside recycling under this Agreement. Such books and records shall be produced to the City upon request for inspection at any time during normal business hours.
- B. Franchisee shall file with the City's Director of Finance, within forty-five (45) days after the end of each preceding calendar quarter, a sworn statement of the gross receipts derived from the

collection of solid waste and curbside recycling during such quarter, with a reasonable breakdown of gross receipts by category, including but not limited to categories for residential service, commercial service, industrial service, sewage waste service, medical waste service, transfer station receipts, and any credits or deductions for refunds or bad checks.

- C. Franchisee shall file with the City's Director of Finance an annual gross receipts audit, prepared by a certified public accountant, within ninety (90) days after the end of each preceding calendar year during the term of this Agreement.
- D. At the option and expense of the City, all records, statements, receipts, contracts, requests for service, computer records, legend or any other records covered by this Section 8 and used in the normal course of business, and disks or other storage media and other like material which are appropriate to monitor compliance with the terms of this Agreement, are subject to audit. Such books and records shall be retained for a period of five (5) years, shall be produced for the City upon request for inspection at any time during normal business hours, and shall be made available for auditing purposes, including the right to inspect, copy and audit at Franchisee's office in the Las Vegas Valley area at any time during normal business hours.
- E. The City shall give written notice to Franchisee of any additional amount claimed to be due to the City as a result of the City's review. Any amount due shall be paid within 30 days following the City's notification that such amount is due and payable. If the City's review shows that Franchisee has overpaid, such overpayment shall be reimbursed to Franchisee by the City within thirty (30) days of such determination.

#### SECTION 9: SECURITY FOR PERFORMANCE

A. As security for performance of its obligations under this Agreement and the Code, Franchisee shall at all times provide security in the form of a letter of credit, performance bond or cash deposit, delivered to the Director of Finance, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000), to remain in force during the term of this Agreement, any or all of which may be claimed by the City as payment for fees and damages, and to recover losses resulting to the City from Franchisee's failure to perform.

- B. Any bond provided pursuant to Subsection (A) shall:
  - Be in a form acceptable to the City Attorney;
- 2. In addition to all other costs, provide for payment of reasonable attorney's fees incurred by the City;
- Be issued by a surety company authorized to do business in the State of Nevada and listed in Department Circular 570 of the U. S. Department of the Treasury Fiscal Service (Current Revision);
- 4. Require the attorney-of-fact who executes the bond on behalf of the surety to affix thereto a certified and current copy of his or her power of attorney; and
- 5. Guarantee the performance of all of Franchisee's obligations under this Agreement and the Code. Any or all of such bond may be claimed by the City as payment for damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Agreement or its enforcement.
  - C. The following procedures shall apply to drawing on the security required herein:
- 1. If Franchisee fails to make timely payment to the City of any amount due under this Agreement or the Code, or fails to compensate the City within thirty (30) days of written notification that such compensation is due for any damages, costs or expenses the City suffers or incurs by reason of any act or omission of Franchisee in connection with this Agreement or its enforcement, or fails, after 30 days' written notice, to comply with any provision of this Agreement or the Code that the City determines can be remedied by drawing on the security, the City may withdraw the amount thereof, with interest and any damages assessed in accordance with the provisions hereof, from the security.
- 2. Within three (3) days of a withdrawal from the security, the City shall deliver or mail, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal to Franchisee.
- 3. If at the time of a withdrawal from the security by the City, the amounts available are insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of Franchisee to the City until it is paid.

- 4. No later than thirty (30) days after the mailing of notification to Franchisee of a withdrawal from the security, Franchisee shall restore the security to the total amount specified in Section 9(A) above.
- D. Failure to maintain or restore the security shall constitute a material breach of this Agreement.
- E. Recovery by the City of any amounts from the security required by this Section shall not limit Franchisee's obligations to provide insurance or to indemnify the City as otherwise required by this Agreement.

#### **SECTION 10: INSURANCE**

- A. Franchisee shall at all times during the term of this Agreement maintain in full force and effect, at its own cost, a general comprehensive liability insurance policy for the protection of the City, which shall:
- 1. Be issued by an insurance company rated A- or better by Bests' Insurer Ratings reports, in a form reasonably satisfactory to the City Attorney;
  - 2. Provide coverage on an occurrence, and not on a claims-made, basis;
- Name the City and its elected and appointed officers, boards, commissions and employees as additional insureds;
- 4. Insure against liability for loss or damage for personal injury, death and property damage occasioned by Franchisee's operations under this Agreement, with minimum liability limits of five million dollars (\$5,000,000) for personal injury or death of any one person and five million dollars (\$5,000,000) for personal injury or death of two or more persons in any one occurrence and five million dollars (\$5,000,000) for damage to property resulting from any one occurrence; and
- 5. Contain a provision that the insurance company issuing the policy will deliver a written notice of cancellation of or reduction in coverage to the City at least thirty (30) days in advance of the effective date.
- B. Recovery of any amount by the City from the insurance required by this Section shall not limit Franchisee's obligations to provide security or to indemnify the City as otherwise required by this

Agreement.

- C. At any time during the Term of this Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain higher minimum liability limits on any insurance policy required by this Agreement as long as such liability limits are commercially available. Franchisee may, in its sole discretion, pass through any documented cost increase for the increase of liability limits.
- D. At any time during the Term of this Agreement or any extensions thereof, the City Manager in his or her sole discretion may require Franchisee to maintain such additional insurance coverage or policies as he or she deems necessary and proper to protect the health, safety, and welfare of the citizens of the City as long as such additional insurance coverage or policies are commercially available. Franchisee may, in its sole discretion, pass through any documented cost increase for the additional insurance coverage or policies.

#### SECTION 11: INDUSTRIAL INSURANCE

Franchisee shall furnish and maintain in full force and effect during the term of this Agreement, or any extension of this Agreement, full worker's compensation insurance in accordance with the Nevada Industrial Insurance Act, as amended, and other applicable state and federal laws.

#### SECTION 12: INDEMNIFICATION

A. Franchisee shall appear in and defend all actions against the City arising out of the privileges conferred by this Agreement, and Franchisee shall indemnify, protect, and hold the City, its council members, officers, and employees harmless from all claims, damages, liabilities, fines, losses, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") from any and all causes directly arising from Franchisee's performance of, or activities undertaken pursuant to this Agreement, unless such losses are directly attributable to the sole negligence or omission of the City or its agents, employees, or representatives. Franchisee shall pay all other such Losses for which the City may be liable and hold the City harmless from any accident, casualty, damages, losses, or claims which may happen or arise in conjunction with the performance of

this Agreement.

B. Any money due Franchisee under and by virtue of this Agreement which is considered necessary by the City for such purpose of indemnification, may be retained by the City for its protection; or in case no money is due, Franchisee's surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect has been furnished to the City.

#### **SECTION 13: NOISE**

Franchisee shall make collections as quietly as possible, giving due consideration to residential areas in its route scheduling, as well as weather considerations, allowing for early start times from June 1 through September 30 due to excessive daytime heat.

#### SECTION 14: RIGHT TO CURE MISSED COLLECTIONS

If Franchisee fails or neglects to make any solid waste collection as required by this Agreement and the Code within the required time, the City shall, after two (2) working days, have the right to make collection thereof and charge Franchisee with the cost thereof.

#### SECTION 15: RATES; ADJUSTMENTS

- A. Franchisee shall charge the collection rates and charges contained in Chapter 8.20 of the Code, and such rates and charges shall be adjusted as set forth therein. Franchisee shall submit new proposed rate sheets to the City, based on applicable CPI-U adjustments and any other adjustments authorized by the Code, no later than March 1 of each year. The City will verify the accuracy of Franchisee's proposed new rates and will notify Franchisee of the City's approval of the proposed rates or of any discrepancies between Franchisee's proposed rates and the City's calculations. The City and Franchisee shall take all actions necessary to reconcile any such discrepancies and to agree on Franchisee's new rate schedules, to be effective as of July 1, no later than April 1 of each year.
- B. In the event that an unforeseen economic circumstance has occurred, Franchisee may request a rate adjustment that is not based on CPI-U changes. Franchisee shall submit verification of

the unforeseen economic circumstance in writing to the City Manager with documentation supporting the rate increase request. The City may require Franchisee to provide, at Franchisee's expense, a certified audit of the books and records of account of Franchisee if the City determines that such an audit is required to substantiate the request for a rate increase. Any rate adjustment based upon an unforeseen economic circumstance will require approval of the City Council.

#### SECTION 16: RECORDS AND REPORTS FOR RECYCLING

Franchisee shall provide data and reports necessary to fulfill the requirements of the City and the Solid Waste Management Authority for assessing and reporting of recycling collection program results, in conformance with all applicable laws, rules and regulations.

#### SECTION 17: DEFAULT; CURE; TERMINATION FOR CAUSE

If the City Manager determines that Franchisee is in default under any of the provisions of this Agreement or the Code, other than a breach which results from an Act of God, labor dispute, action of public enemy, act of war, terrorist attack or force majeure, the City shall give Franchisee written notice thereof, specifying the provisions under which the default has been determined to exist and giving Franchisee sixty (60) days within which to correct any such default. If Franchisee fails to correct any such default within the applicable sixty (60) day period, the City may:

- 1. Terminate this Agreement upon thirty (30) days written notice to Franchisee; and
- Withdraw the security provided by Franchisee in accordance with Section
   9 above.

#### SECTION 18: TERMINATION BY FRANCHISEE

Either the City or Franchisee may request a change in any solid waste collection charges set forth in Chapter 8.20 of the Code. If the City denies a request by Franchisee for an increase in solid waste collection charges made pursuant to Section 15 above, Franchisee shall have the right to terminate this Agreement by giving the City at least six (6) months written notice of such termination.

#### SECTION 19: SUCCESSORS AND ASSIGNS

The rights and privileges granted by this Agreement are not assignable to any party other than an affiliate of Franchisee, either voluntarily or by operation of law, without the consent of the City Council, which consent shall not be unreasonably withheld. In the event Franchisee becomes insolvent or bankrupt, the rights and privileges granted hereby shall then be immediately cancelled and annulled, and the City shall have the right to take over Franchisee's business or substitute another Contractor in its place and stead in the manner provided by law.

#### SECTION 20: CONFLICTS WITH EXISTING CODE PROVISIONS

The provisions of this Agreement and the Code are intended to be and shall be construed, to the maximum extent possible, to be consistent with and/or supplemental to each other. In the event of any irreconcilable conflict between any provisions of the Code as it exists on the Effective Date and any provisions of this Agreement, the Code provisions shall control.

#### **SECTION 21: WAIVERS**

The failure of either party to insist upon the strict performance of any of the provisions of this Agreement, or the failure of either party to exercise any right, option or remedy hereby reserved, shall not be construed as a waiver for the future of any such provision, right, option or remedy, or as a waiver of any subsequent breach thereof.

#### **SECTION 22: INDEPENDENT CONTRACTOR**

Franchisee is an independent contractor under this Agreement and is not an agent or employee of the City for any purpose.

#### **SECTION 23: NOTICES**

Any notice or other communication required or permitted to be given under this Agreement ("the Notice") shall be in writing and shall be personally delivered, or delivered by certified mail, return receipt requested, and deposited in the U. S. Mail, postage prepaid. The Notice shall be deemed received on the earlier of the date of actual receipt or three days after mailing. The Notice shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other party in the manner described above.

Notice to City:

City Manager

City of North Las Vegas

2250 Las Vegas Boulevard North

Suite #900

North Las Vegas, Nevada 89030

With a copy to:

City Attorney

City of North Las Vegas

2250 Las Vegas Boulevard North

Suite # 810

North Las Vegas, Nevada 89030

Notice to Franchisee:

Area President

Republic Silver State Disposal, Inc.

770 East Sahara Avenue Las Vegas, Nevada 89104

With a copy to:

General Counsel

Republic Services, Inc. 18500 N. Allied Way Phoenix, AZ 85054

#### SECTION 24: SEVERABILITY

If any provision of this Agreement is for any reason determined to be invalid, unenforceable or unconstitutional, such provision shall be deemed a separate, distinct and independent provision, and such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement. With respect to any provision of this Agreement determined to be invalid, unenforceable or unconstitutional, the parties shall promptly use their best reasonable efforts to negotiate an amendment to this Agreement that is valid and enforceable and that is consistent with the parties' original intent. The City hereby declares that it would have approved this Agreement and each provision thereof irrespective of any provision being declared invalid, unenforceable or unconstitutional.

#### SECTION 25: PUBLIC PURPOSE

All of the regulations provided in this Agreement are hereby declared to be for a public purpose and the health, safety and welfare of the general public. Any member of the governing body or City official or employee charged with the enforcement of this Agreement, acting for the City in the discharge of his or her duties, shall not thereby render such person personally liable; and he or she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of said duties.

#### SECTION 26: REMEDIES; INJUNCTIVE RELIEF

Neither the City nor Franchisee by accepting this Agreement waives its right to seek any appropriate legal and equitable remedies as allowed by law upon violation of the terms of this Agreement, including seeking injunctive relief in a court of competent jurisdiction. Such right to injunctive relief is expressly reserved, and all terms and provisions hereof shall be enforceable through injunctive relief.

#### SECTION 27: GOVERNING LAW; JURISDICTION; ATTORNEY'S FEES

- A. This Agreement has been made and entered into in the State of Nevada, and the laws of the State of Nevada shall govern the validity and interpretation of this Agreement and the performance due hereunder. If legal action is initiated relative to this Agreement or the rights or obligations of any party hereunder, such action must be initiated and maintained in Clark County, Nevada.
- B. In the event of any litigation or arbitration arising out of this Agreement, the prevailing party in such litigation or arbitration shall be entitled to recover all of its costs incurred in such litigation or arbitration, including all court costs, expert witness fees and reasonable attorney's fees. Reasonable attorney's fees include the fees and expenses of the City Attorney's Office.

#### SECTION 28: NO THIRD-PARTY BENEFICIARIES

It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations and responsibilities of the City with respect to third parties shall remain as imposed by Nevada law.

#### SECTION 29: PUBLIC RECORDS

Franchisee acknowledges that information submitted to the City is open to public inspection and copying under Nevada Public Records Law, Chapter 239 of the NRS. Franchisee is responsible for becoming familiar with and understanding the provisions of the Nevada Public Records Law. Franchisee may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the City as confidential. Franchisee shall prominently

mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the City. The City shall treat any information so marked as confidential until the City receives any request for disclosure of such information. Within five (5) working days of receiving any such request, the City shall provide Franchisee with written notice of the request, including a copy of the request. Franchisee shall have five (5) working days within which to provide a written response to the City, before the City will disclose any of the requested confidential information. The City retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

#### SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence with regard to the performance of all of Franchisee's obligations under this Agreement.

#### SECTION 31: CONSTRUCTION OF AGREEMENT

The terms and provisions of this Agreement are the result of negotiations by and between the parties hereto and shall not be interpreted or construed in favor of or with prejudice against any party, but fairly in accordance with the general tenor of the language used.

#### SECTION 32: COMPLETE AGREEMENT; MODIFICATION

- A. The drafting, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as expressly referenced herein or as may exist solely in the City's capacity as a solid waste customer of Franchisee.
- B. This Agreement shall not be modified unless such modification is in writing and signed by the party against whom such modification is sought to be enforced.

#### SECTION 33: COUNTERPARTS

This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all Parties, even though all Parties are not signatory to the

same counterpart.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

EXECUTED, this FRANCHISE AGREEMENT FOR COLLECTION, TRANSPORTATION AND DISPOSAL OF SOLID WASTE, to be effective on the date specified above.

CITY OF NORTH LAS VEGAS, NEVADA

REPUBLIC SILVER STATE DISPOSAL, INC. a Nevada corporation

ATTEST:

DUMPCO, INC., **REPUBLIC** corporation

APPROVED AS TO FORM:

#### Exhibit "A"

Chapter 8.20 definitions in effect as of Effective Date

#### Chapter 8.20 - SOLID WASTE MANAGEMENT 181

Sections:

8.20.040 - Definitions.

#### 8.20.040 - Definitions.

Whenever used in this Chapter, the following definitions must have the meanings ascribed in this section, unless the context clearly indicates a different meaning:

"Cash receipts for exclusive franchisees" means all receipts derived from the collection of solid waste and curbside 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 an exclusive franchisee (or any of its authorized agents or affiliates) for the collection, transportation, diversion, processing and disposal of solid waste that the exclusive franchisee has exclusive rights to collect under the applicable exclusive franchise agreement, including all revenue received from container rentals, packaging, shipping and late fees, but excluding the following revenues from:

- A. The sale of recyclables.
- B. Any taxes on services furnished by an exclusive franchisee that are imposed by other governmental entities, that are passed through to and collected from the exclusive franchisee's customers, and that are separately itemized on customers' bills.

"City" means the City of North Las Vegas, Nevada.

"City Council" means the governing body of the City of North Las Vegas, Nevada.

"City Manager" means the Chief Administrative Officer of the City.

"Commercial recycler" means any entity licensed by the City as a commercial recycler, including a licensed exclusive franchisee or licensed non-exclusive franchisee, that is in the business of purchasing, accepting donations of, collecting, storing, transporting or processing source separated recyclables.

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

"Commingled recyclables" means recyclable materials that are mixed with more than ten percent solid waste and is included in the exclusive franchise agreement for the collection transportation, diversion, processing and disposal of solid waste.

"Construction and demolition waste" means non-hazardous solid waste resulting from the construction, remodeling, repair, and demolition of utilities and structures generated from a site which complies with Section 15.72.140; and uncontaminated solid waste resulting from land clearing that is generated from a site which complies with Section 15.72.140. Such waste includes, but is not limited to, wood (including painted, treated, and coated wood and wood products), land clearing debris, wall coverings, landscaping, plaster, drywall, plumbing fixtures, non-asbestos insulation, roofing shingles and other roofing coverings, glass, plastics that are not sealed in a manner that conceals other wastes, empty buckets ten gallons or less in size and having no more than one inch of residue remaining on the bottom, electrical wiring and components containing no hazardous liquids, pipe and metals, corrugated container board, carpeting, furniture, and tires that are incidental to any of the above. Solid waste that is not construction and demolition debris (even if resulting from the construction, remodeling, repair and demolition of utilities, structures and roads and land clearing) includes, but is not limited to, asbestos waste, garbage, electrical fixtures containing hazardous liquids such as fluorescent light ballasts or transformers, fluorescent light bulbs or tubes, appliances, drums, containers greater than ten gallons in size, any containers having more than one inch of residue remaining on the bottom, or fuel tanks.

"CPI-U" means the Consumer Price Index, All Urban Consumers for All Items, U.S. City Average (1982-84=100), as published by the Bureau of Labor Statistics, U.S. Department of Labor, Washington, D.C.

"Curbside residential recyclables collection" means a collection program operated by a solid waste exclusive franchisee in which source-separated recyclables or commingled recyclables are collected from residential customers on a regularly scheduled basis as a part of the exclusive franchisee's solid waste exclusive franchise agreement.

"Dead animals" means all dead animals or parts thereof (including condemned meats) that are not intended to be used as food for man or animal that weigh less than seventy-five (75) pounds.

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

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

"Duplex" means a building, or portion thereof, used for occupancy by two families living independently of each other with the units completely separated by a common wall, floor and/or ceiling.

"Exclusive Franchise agreement" means an exclusive agreement between the City and a third party by which such third party is authorized to collect, transport, divert, process and dispose of residential and commercial solid waste, household hazardous waste, or curbside residential recyclable materials.

"Exclusive Franchise fee" means the fee required by and detailed in an exclusive franchise agreement based upon a percentage of an exclusive franchisee's cash receipts derived from the collection, transportation, diversion, processing and disposal of residential and commercial solid waste, household hazardous waste, or curbside residential recyclables collection services in the City. The exclusive franchisee fee shall not be a separate line item on the customers' bill.

"Exclusive Franchisee" means any person who has contracted with the City for exclusive collection, transportation, diversion, processing and disposal of residential and commercial solid waste, household hazardous waste or curbside residential recyclables collection.

"Garbage" means putrescible animal and vegetable wastes resulting from the handling, storage, sale, preparation, cooking and serving of food.

"Hazardous waste" means any waste or combination of wastes, including solids, semisolids, liquids or contained gases, except household hazardous waste, which:

- Because of its quantity or concentration or its physical, chemical or infectious characteristics may;
  - Cause or significantly contribute to an increase in mortality or serious irreversible or incapacitating illness; or
  - Pose a substantial hazard or potential hazard to human health, public safety or the environment when it is given improper treatment, storage, transportation, disposal or other management;
- B. Is identified as hazardous waste by the Nevada Department of Conservation and Natural Resources as a result of studies undertaken for the purpose of identifying hazardous wastes, and
- C. Includes, among other wastes, toxins, corrosives, flammable materials, irritants, strong sensitizers and materials which generate pressure by decomposition, heat or otherwise.

"Hotel" or "motel" means a building or portion thereof, or a group of buildings, having six or more guest rooms, in which lodging is provided and offered to transient guests for compensation; shall not include a lodging house.

"Household hazardous waste" means leftover household products that contain corrosive, toxic, ignitable, or reactive ingredients that is generated by a typical household, including single-family dwellings, multifamily residential dwellings or mobilehome parks. These may include nickel, cadmium, mercuric oxide, manganese, zinc-carbon or lead batteries, toxic art supplies, used motor oil, anti-freeze, kerosene, solvent-based paint, paint thinner, paint solvents, fluorescent or high-intensity light bulbs, ammunition, fireworks, pesticides the use of which has been prohibited or restricted, or any other waste generated by a household that would otherwise contain potentially hazardous ingredients and require special care when you dispose of them.

"Materials recovery facility" means a solid waste management facility that provides for the extraction from solid waste of recyclable materials, materials suitable for use as a fuel or soil amendment, or any combination of those materials. The term does not include:

- A facility that receives only recyclable materials that have been separated at the source of waste generation;
- B. A salvage yard for the recovery of used motor vehicle parts;
- A facility that receives, processes or stores only concrete, masonry waste, asphalt
  pavement, brick, uncontaminated soil or stone for the recovery of recyclable materials;
- D. A facility that receives, processes or stores hazardous waste unless it may be classified as household hazardous waste.

"Medical waste" "Medical waste" has the meaning as ascribed to it in 49 C.F.R. Part 173, Appendix G - "Definition of Regulated Medical Waste," as that Appendix existed on November 8, 1993. 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:

- A. Biological products;
- B. Diagnostic specimens;
- 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;
- D. 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;
- E. Any waste material, including garbage, trash and sanitary waste in septic tanks, derived from households, including but not limited to single-family or multifamily dwellings, mobilehome parks, hotels and motels;
- Corpses, remains and anatomical parts that are intended for ceremonial interment or cremations; or
- Animal waste generated in animal husbandry or food production.

"Mobilehome" means a factory-assembled structure or structures, a minimum of eight feet in width, originally equipped with the necessary service connections and originally made so as to be readily movable as a unit or units on its (their) own running gear and designed to be used as a dwelling unit(s) without a permanent foundation, whether or not said running gear has been removed.

"Mobilehome park" means an area or tract of land where two or more mobilehomes or mobilehome lots are rented or held out for rent; however, it does not include an area or tract of land where more than half the lots are rented overnight or for less than one month.

"Mobilehome park lot" means a portion of land within a mobilehome park which is rented or held out for rent to accommodate a mobilehome.

"Motel". See "Hotel."

"Multifamily dwelling" means a building, or portion thereof, used for occupancy by three or more families living independently of each other, with the units completely separated by a common wall, floor and/or ceiling, not including hotels, motels, lodging houses, or group care facility.

"Non-exclusive franchise agreement" means an agreement between the City and any third party by which the third party is authorized to collect, transport, divert, process and dispose of

source separated recyclables with no more than ten percent residual solid waste or construction or demolition waste generated in the City.

"Non-exclusive franchise fee" means the fee required by and detailed in a non-exclusive franchise agreement based upon a percentage of a non-exclusive franchisee's cash receipts derived from the collection, transportation, diversion, processing and disposal of source separated recyclables or construction or demolition waste generated in the City. The non-exclusive franchisee fee shall not be a separate line item on the customers' bill.

"Non-exclusive franchisee" means any person who has contracted with the City for non-exclusive collection, transportation, diversion, processing and disposal of source separated recyclables with no more than ten percent residual solid waste or construction or demolition waste generated in the City.

"Non-residential customer" means any solid waste disposal service customer of an exclusive franchisee except for customers at single-family dwelling, duplexes, multifamily dwellings or mobilehome parks who receive individual curbside collection of solid waste and who do not share containers with other residents.

"Overflow" or "overflowing solid waste" means solid waste of non-residential or multifamily dwelling customers that is deposited on the ground outside of a solid waste container or excess solid waste that has been piled onto a solid waste container that is already full to such an extent that the solid waste exceeds the water level designed capacity of the container.

"Place of business" means any place of business in the City of North Las Vegas licensed by said City, other than multifamily dwellings, to conduct or carry on principally or exclusively any pursuit or occupation for the purpose of gaining a livelihood.

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

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

"Putrescible" means solid waste capable of being decomposed by microorganisms, bacteria, or fungi with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as food wastes, offal and dead animals.

"Recyclable material" or "recyclables" means solid waste that is processed and returned to the economic mainstream in the form of raw materials or products as determined by the Southern Nevada Health District. Recyclable material includes, but is not limited to, PET and HDPE, newspaper, corrugated cardboard, aluminum, office paper and other fiber products that have been abandoned or discarded, glass, tin and steel cans, metal, plastic, motor oil, antifreeze, wood, food waste, and yard debris, wood, and greenwaste and that is not mixed with solid waste other than residual solid waste.

"Recycling center" means a facility that receives only recyclable materials from source separated recyclable materials that have been separated from solid waste at the source of waste generation and delivered for collection, sorting, and distribution. All operations such as collection, sorting, distributing and storage shall be conducted totally within an enclosed building and there shall be no outside storage, unless approved as a special use and is consistent with the criteria set forth in Section 17.24.020.C.18, as amended.

"Refuse" means all garbage, rubbish, ashes, street cleanings, dead animals, abandoned vehicles, inoperable vehicles, parts of vehicles and solid and industrial wastes.

"Residential Customer" means any solid waste disposal service customer of an exclusive franchisee for customers at single family, multi-family dwellings or mobile home parks who receive individual curbside collection or share containers with other residents.

"Residual solid waste" means solid waste that remains or is left after the separation and removal of source separated recyclables at the source of the generation of the source separated recyclables. Residual solid waste cannot be greater than ten percent by weight as measured on a quarterly basis.

"Rubbish" means old tin and iron cans and containers, old wood, cardboard and paper boxes, old metals, wire, rope, cordage, bottles, bags and bagging, rubber and rubber tires, paper, wood shavings, and all used or cast-off articles or material, including old plaster, brick, cement, glass, old building material, leaves, yard trimmings, weeds, dead weeds, dead trees, dead bushes or dead grasses whether or not still in ground at any height and similar materials.

"Sewage waste" means any solid or semi-solid waste, including biosolids, sludge, screenings and grit, generated from the operation of the City's water pollution control facility.

"Single-family dwelling" means a building, or manufactured home as defined in NRS 489.113, used for residential occupancy by one family that receives individual curbside service billed by the City.

"Solid waste" means all putrescible and nonputrescible materials in solid or semi-solid form that have been discarded or abandoned by their owner, including garbage, rubbish, junk vehicles and parts, ashes or incinerator residue, street refuse, dead animals, construction or demolition waste, commercial or industrial waste, grease trap waste, septic tank waste, yard maintenance waste, medical waste, sewage waste, commingled recyclables and other refuse recyclable materials that are commingled with solid waste, and other refuse. The term "solid waste" does not include any of the following:

- A. Hazardous waste managed pursuant to NRS 459.400 through 459.600, inclusive.
- B. Source- separated recyclables.

"Source separated recyclables" means recyclables that have been separated from the solid waste stream at the source of generation for recycling purposes and that are not mixed with solid waste other than residual solid waste.

"Unforeseen economic circumstance" means that the percentage change in the CPI-U, for a given calendar year ending in December is greater than ten percent or below zero (decrease); or that some occurrence beyond the exclusive franchisee's reasonable control, or an action by a governmental jurisdiction, or if the City Council finds that economic occurrences during that period have caused specific additional economic costs for the exclusive franchisee which are not reflected in changes to the CPI-U during that same time period.

(Ord. No. 2587, § 1, 9-21-2011)



#### APPENDIX B - MUNICIPAL SOLID WASTE CODE

#### MUNICIPAL SOLID WASTE CODE

# Adoption of the Proposed Solid Waste Management Plan for Clark County, Nevada

Each of the local jurisdictions solid waste code can be found at the corresponding links below.

- 1. City of Boulder City: Title 8 Health and Sanitation, Chapter 3: Garbage; Refuse http://www.sterlingcodifiers.com/codebook/index.php?book\_id=417
- 2. County of Clark: Title 9 Public Health and Sanitation, Chapter 9.04: Solid Waste Management
  - https://library.municode.com/nv/clark\_county/codes/code\_of\_ordinances?nodeId=TIT9PUHESA
- 3. City of Henderson: Title 5 Health and Sanitation, Chapter 5.17: Solid Waste Management
  - https://library.municode.com/nv/henderson/codes/code\_of\_ordinances
- 4. City of Las Vegas: Title 9 Health and Safety, Chapter 9.08: Collection and Management of Solid Waste and Recyclable Materials
  - https://library.municode.com/nv/las\_vegas/codes/code\_of\_ordinances
- 5. City of Mesquite: Title 4 Health and Safety, Chapter 2: Garbage, Refuse and Weeds <a href="http://www.sterlingcodifiers.com/codebook/index.php?book\_id=455">http://www.sterlingcodifiers.com/codebook/index.php?book\_id=455</a>
- 6. City of North Las Vegas: Title 8 Health and Safety. Chapter 8.20 Solid Waste Management
  - https://library.municode.com/nv/north\_las\_vegas/codes/code\_of\_ordinances?nodeId =TIT8HESA



#### APPENDIX C - SOLID WASTE LAWS AND REGULATIONS

#### SOLID WASTE LAWS AND REGULATIONS

Adoption of the Proposed Solid Waste Management Plan for Clark County, Nevada

The links below lead to the various codes, statutes and laws that govern solid waste in Clark County, Nevada.

1. Nevada Administrative Code (NAC) 444 - Sanitation

https://www.leg.state.nv.us/NAC/NAC-444.html

2. Nevada Revised Statutes (NRS) 444 - Sanitation

https://www.leg.state.nv.us/NRS/NRS-444.html

3. Solid Waste Management Authority Regulations

http://www.southernnevadahealthdistrict.org/download/eh/solid-waste/Regulations%20Governing%20the%20Management%20of%20Solid%20Waste.pdf