

ORDINANCE NO. 2016- XXX

AN ORDINANCE OF THE CITY OF DENTON, TEXAS AMENDING THE SCHEDULE OF RATES FOR SOLID WASTE SERVICE CONTAINED IN ORDINANCE NO. 2015-296. AS AUTHORIZED BY CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF DENTON, TEXAS; PROVIDING THAT THE PROVISIONS OF SECTIONS 26-3, 26-4, 26-5, 26-7, 26-8(a), AND 26-9 OF THE CODE OF ORDINANCES OF THE CITY OF DENTON, TEXAS SHALL EXPRESSLY APPLY TO CITY OF DENTON SOLID WASTE AND RECYCLING SERVICES; PROVIDING FOR AMENDMENTS TO THE RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES RATES; PROVIDING FOR AMENDMENTS TO THE COMMERCIAL REFUSE AND RECYCLING COLLECTION SERVICES RATES; PROVIDING FOR AMENDMENTS TO THE SOLID WASTE & RECYCLING SERVICES DEFINITIONS & ADDITIONAL DETAILS; PROVIDING FOR A REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

SECTION 1. The charges for Solid Waste and Recycling collection services as authorized by Section 24-42(b) of Article II, Section 24-66 of Article III and Section 24-4 of Article I of Chapter 24; and by Section 32-90 of Article IV of Chapter 32 of the Code of Ordinances of the City of Denton, Texas, are hereby established as follows:

SOLID WASTE AND RECYCLING RATE SCHEDULES

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RESIDENTIAL REFUSE & RECYCLING COLLECTION SERVICES

(Effective 10/01/2016)

Residential collection services accounts are defined as: A single-family detached dwelling unit, each unit of a duplex or triplex, or any single unit or living space in which an individual or single family resides.

Carts are collected weekly. All refuse must be bagged when placed within the refuse cart and the lid must be fully closed. Recycling materials should not be bagged when placed in the recycling cart and the lid must be fully closed. All carts must be placed at the curb by 7:00 a.m. on the scheduled collection day. Residential accounts are billed monthly.

To receive any of the following residential services, residents shall contact Customer Service a minimum of one day prior to their scheduled collection day.

Residential Collection Services

Standard Refuse & Recycling Cart

\$27.85

Large Refuse & Recycling Cart

\$33.25

Additional Large Cart

\$19.75

Service Fees

Excess Refuse - per cart reload and empty

\$7.00

Yard Waste - per cubic yard, in excess of 4 cubic yards

\$7.00

Large Household Item - per item, in excess of 4 items per year

\$7.00

Appliances and Electronics

\$20.00

Residential Remodeling - per CY - (4 CY maximum)

\$25.00

Cart change out fee - for next service day

\$65.00

COMMERCIAL REFUSE & RECYCLING COLLECTION SERVICES

(Effective 10/01/2016)

Every owner, occupant, tenant, or lessee of any business, commercial, institutional, or industrial property not entitled to receive residential refuse collection service shall be required to have commercial collection service provided by the City of Denton. Commercial accounts will be billed monthly or semimonthly.

New commercial business development and redevelopment will be provided commercial refuse and recycling services as outlined in the Denton Development Code and Site Plan Criteria Manual. Refuse and recyclables will be collected in city provided or city-approved containers only.

Only recyclable materials accepted by the City shall be deposited in the City's recycling containers. The owner/manager of all commercial businesses is responsible for notifying their personnel of proper recycling procedures.

The City of Denton has the authority to inspect the contents of any municipal container. Recyclable materials contamination shall not exceed 10%, or the materials will be hauled and billed by the City of Denton as Municipal Solid Waste.

Commercial Cart Service

One Pair Refuse & Recycling Carts

\$33.25

Additional Refuse Cart

\$19.75

Additional Recycling Cart

\$15.00

Refuse & Recycling Rates Per Cubic Yard

Commercial Side Load Service

\$34.88

Commercial Front Load Service

\$24.72

6 Cubic Yard Front Load Compactor

\$74.16

Commercial Service Fees

Delivery • Relocation • Inaccessible • Extra Empty • Exchange

\$75.00

Container Right-of-Way Fee

\$10.00

Same Day Service Fee

\$50.00

Dumpster Lock Installation and Services

\$20.00

Temporary Container Service Charges

\$200.00

Roll-Off Container Rates

Rental Rates Per Month

Open Top Container Rental

\$167.08

30 Cubic Yard Self Contained Compactor

\$448.95

42 Cubic Yard Stationary Compactor

\$645.75

Container Service Fee (Each Haul)

\$275.00

No Parking Zone Fees

Initial Year

Front Load

\$205.00

Side Load (Extra Length)

\$395.00

Renewal Fees - Per Month

Front Load

\$6.75

Side Load (Extra Length)

\$10.90

PROCESSING AND DISPOSAL SERVICES
(Effective 10/01/2016)

Landfill Rates

Gate Rate	\$44.00
Commercial Rate	\$28.50
Wholesale Rate	\$23.00
Clean Lumber	\$23.00
Sludge, Dewatered	\$23.00
Contaminated Yard Waste	\$44.00
Concrete	\$10.00
Special Waste	Varies

Minimum Charge (per load)	\$25.00
Pull Off Fee (per load)	\$40.00
After Hour Fee	\$120.00
Unsecured Loads	\$20.00
Electronics - per item	\$15.00
Appliances - per item	\$20.00

Cubic Yardage Rates	
Uncompacted MSW (per CY)	\$7.80
Compacted MSW (per CY)	\$8.00

Tires (Each)	
Street tires $\leq$ 31" diameter	\$8.00
Street tires $>$ 31" diameter and $<$ 42" diameter	\$10.00
Off-road and street tires $\geq$ 42" diameter	\$35.00

Street tires $\leq$ 31" diameter	\$16.00
Street tires $>$ 31" diameter and $<$ 42" diameter	\$30.00
Off-road and street tires $\geq$ 42" diameter	\$50.00

Brush and Green Waste

Whole tree stumps

\$50.00

Bagged or unbagged grass, leaves, and brush $\leq 12'$

\$20.00

Brush $> 12'$

\$30.00

Sand, Soil, Rock and Crushed Concrete Sales

COD Loaded Materials

Screened Sand

\$4.25

Select Fill

\$3.75

Select Fill - CL Grade

\$4.50

Rock and Crushed Concrete

Rocks (per 100 lbs)

\$5.00

Crushed Concrete (per Ton)

\$8.00

Materials Delivery Fee (per load, within city limits)

\$100.00

Community Garden Plots

Annual Charge per Garden Sub-Lot (16' x 16') Annual Fee

\$25.00

Annual Charge per Garden Lot (32' x 32') Annual Fee

\$75.00

SOLID WASTE & RECYCLING SERVICES DEFINITIONS & ADDITIONAL DETAILS

(Effective 10/01/2016)

Household Hazardous Waste

Residential and multi-family household chemicals should not be placed in your refuse container. They include pesticides, herbicides, cleaning chemicals, paints, oils, etc. Residents shall contact Customer Service to receive curbside collection. The chemicals should be kept in their original containers and placed where requested by the Customer Service staff.

Electronic Equipment

Televisions, monitors, video displays, laptops, similar electronic devices, and certain appliances containing CRT, LED, LCD, plasma, and other electronic displays will be charged fees for the collection, processing, recycling, and disposal of these items.

Residential Remodeling

Residential remodeling materials include, but are not limited to; lumber, brick, fencing, drywall, and other construction materials. No materials shall exceed 8 feet in length. If the customer has over 4 cubic yards of remodeling materials for collection, the customer is required to utilize a City refuse container of adequate size to contain the materials and maintain a collection service frequency of at least once per month.

Residential customers may be provided commercial containers and services at the published commercial rates. Temporary containers may be placed on residential property for up to 30 days.

Special Event - Clearstream Services

1 - 10 Clearstream Containers

\$25.00
\$45.00
\$90.00
\$80.00

11 - 19 Clearstream Containers

20 - 30 Clearstream Containers

Delivery Charge (If Applicable)

There is no Delivery Charge if the Clearstream supplies are picked up and returned by the customer to Solid Waste & Recycling. If the materials are not transported by the Customer the Delivery Charge will apply.

Commercial Cart Collections

In areas where commercial cart collection service is available, small quantity waste generators (one cubic yard or less of refuse per week) may contract for weekly cart service. All refuse must be placed in the cart, and the cart set out for collection no later than 7:00 a.m. on the scheduled collection day. A maximum of four carts will be provided; two refuse and two recycling.

Commercial Delivery / Relocation / Inaccessible / Exchange Fee / Extra Service

A fee will be charged for container delivery, relocation, inaccessibility, exchange, or extra collection services.

Commercial Same-Day Service Fee

The Solid Waste Department Customer Service personnel must receive commercial on-demand service requests prior to 11:00 a.m. in order to provide same day collection service.

Commercial Deposit Fee

A service deposit is required for commercial containers. Payments to the City that are not received by the due date will result in the customer's deposit being increased during the next billing cycle. The deposit increase will be based upon the customer's billing history. To continue receiving service, the customer is required to remit the previous service balance owed and the increased deposit charges. The General Manager of Solid Waste and Recycling Services, or designee, may adjust the deposit based upon the review of the customer's credit history and other criteria.

Shared Commercial Containers

Shared commercial container customers must have at least one cubic yard of service per customer per week. The use of shared commercial containers shall be determined by the Solid Waste & Recycling staff.

Commercial Service Requirements

Equipment Uses - All equipment furnished by the City shall at all times be considered the property of the City, and not private property. Customers shall not modify the equipment or use it for any purpose other than as set forth herein. The City shall repair, as necessary, the equipment furnished. The customer, however, agrees to be solely responsible for any damages to or loss of equipment resulting from any negligent acts or misuse by the customer, customer's agents, employees, or invitees. The City may temporarily replace the size and/or type of equipment contracted with one or more pieces of equipment of equivalent capacity for the purposes of repairing the equipment. Customer agrees that the equipment is in the customer's care, custody, and control at all times.

Equipment Location

Customers shall provide an accessible location for the equipment that is safe and provides adequate and legal clearance. Customers will be solely responsible for providing access to the equipment at all times and shall not be relieved of payment of any charges for services contracted for, but not provided by the City because of the customer's failure to maintain continuous specified access to the equipment. The equipment location requires a minimum of 4 feet of clearance around all sides of the equipment, if equipment is not located within an enclosure constructed to the City's standards. No container shall be set closer than 4 feet to any structure. The drive path that the City's service truck takes on the customer's premises must provide a minimum clearance on each side of the City's truck of at least 2 feet. Overhead clearance of 25 feet is required for roll-off containers, and 20 feet for front and side load containers. Failure of the customer to provide and maintain these minimum clearances will result in a discontinuation of their service until full clearance access is provided, and will require the customer to pay any and all damage claims, public and private, resulting from servicing the container. Services required to place the container at another location will be charged to the customer.

Container Weight Limits

Loaded side-load containers shall not exceed a total weight of one ton. Loaded front-load containers shall not exceed a total weight of two tons. Any front load or side load container weighed by the City's staff while on the City vehicle's route, and found to contain excess weight, shall be emptied by the customer to a weight level which is less than or equal to the maximum weight limit for the

type of container stated earlier in this paragraph, prior to being serviced. All fines for overweight roll-off container loads, are the financial responsibility of the customer and shall be solely paid by the customer.

Special Wastes

Acceptance of special waste is subject to Federal and State laws and regulations, and the City of Denton has the right to refuse to accept or collect special waste at their discretion. Charges for the collection and disposal of special waste, approved by the General Manager of Solid Waste and Recycling, will be established based on the type of special waste and the regulatory requirements for collection and disposal of the waste

Unsecured Loads

In compliance with State regulations, solid waste loads that are not adequately secured to prevent the material from spilling will be charged an Unsecured Load Fee.

Sand, Soil, Rock, and Aggregate Material Sales

The Solid Waste Department may sell excess sand, soil, rock, and aggregate materials to the public. Pricing for these materials will be established by the General Manager, Solid Waste and Recycling, at a rate to fully recover costs. Sales tax shall be added to the sales price.

Salvaged Materials

Materials offered for sale at the Second Chance Store will be sold at the approximate salvage value.

Landfill Surcharge

The current State of Texas assesses a landfill surcharge per (30 TAC 330.602), the surcharge is a pass-through charge collected on behalf of the State of Texas. Any additional assessment or fees established by a governmental entity will be added to the disposal rates and assessed on all waste delivered to the landfill.

Miscellaneous

Should any other fees and/or charges be established by any other authorized governmental entity, those fees and/or charges will be added to the monthly rate stated hereinabove in order that the City shall recover those additional costs from the customer.

Other collection and processing services may be provided at fees established by the department, and approved by the General Manager. The fees established will recoup the cost of service, including special and administrative services provided.

Indemnification and Hold Harmless

Customer shall defend, indemnify and hold the City harmless from any and all claims at the service location, and any and all claims made by any other person having an interest in the property situated at the service location, for any loss, damage or deterioration of the pavement, surface, subsurface materials, or similar facilities at the service location by reason of use thereof by the City's trucks that are used to service the equipment. Customer further agrees to release, indemnify, defend and hold harmless the City of Denton, Texas, from and against any and all claims of damages related to the furnishing of solid waste and recycling services performed by the City in servicing single- and multi-family living facilities as well as commercial entities.

SECTION 2. The General Manager of Solid Waste and Recycling of the City of Denton, or designee, is hereby authorized to deny the use of the City of Denton landfill to any customer who provides false information regarding the origin of, or the composition of the solid waste delivered for disposal to the landfill; or for safety violations committed by a customer within the landfill; or for non-compliance with verbal and written instructions provided to the customer by Solid Waste and Recycling Department personnel at the landfill; or for nonpayment of delinquent funds owed by the customer to the City of Denton, Texas; or for any violation of the law committed by the customer within the landfill; or for any non-compliance by the customer with the Texas Commission on Environmental Quality regulations or policies; or for any non-compliance by the customer with the City of Denton's Code of Ordinances or rules; or for any violation of the written landfill rules by the customer as posted by the Solid Waste and Recycling Department at the entrances to the landfill, from time to time.

SECTION 3. It is in the public interest that the provisions of Sections 26-3, 26-4, 26-5, 26-7, 26-8(a), and 26-9 of Article I of Chapter 26 of the City of Denton Code of Ordinances shall expressly apply to City of Denton Solid Waste and Recycling services.

SECTION 4. All ordinances or parts of ordinances in force when the provisions of this ordinance became effective which are inconsistent, or in conflict with the terms or provisions contained in this ordinance are hereby repealed to the extent of any such conflict.

SECTION 5. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or the application thereof to any person or under any circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Denton, Texas, hereby declares it would have enacted such remaining portions despite any such invalidity.

SECTION 6. This ordinance shall become effective, charged, and applied to all solid waste and recycling services rendered by the City of Denton on and after October 1, 2016; and a copy of said rates, fees, and charges shall be maintained on file in the Office of the City Secretary of Denton, Texas.

PASSED and APPROVED this _____ day of _____, 2016.

CHRIS WATTS, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

By: _____