

ORDINANCE NO. 1972

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EULESS, BY REVISING CHAPTER 66, "SOLID WASTE" TO REVISE THE REGULATIONS PERTAINING TO THE COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS; AMENDING CHAPTER 30, "FEES", SECTION 30-16 "SOLID WASTE AND RECYCLING COLLECTION" TO REVISE THE FEES RELATED TO THE COLLECTION OF SOLID WASTE AND RECYCLING MATERIALS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Euless, Texas is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City has previously adopted regulations for the collection and disposal of solid waste and recycling materials within the City and has provided for the collection of fees in connection therewith; and

WHEREAS, the City Council, after due and careful consideration, considers it desirable and in the best interest of the health, safety, morals and general welfare of the citizens to amend the regulations and fees related to solid waste and recycling services within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EULESS, TEXAS:

SECTION 1.

Chapter 66, "Solid Waste" of the Code of Ordinances of the City of Euless, Texas, is hereby amended to read as follows:

"ARTICLE I. - IN GENERAL.

Sec. 66-1. – Container placement and removal time periods.

Residential refuse and rubbish placed in garbage containers, residential repair debris, bundle or boxed bundle, bulky waste, and recycling collection, shall not be placed out

for collection before 7:00 p.m. on the day prior to the scheduled pickup. Emptied containers shall be removed no later than 7:00 a.m. on the day after the scheduled pickup. Garbage and recycling containers not stored within the main structure or permitted accessory structure must meet the requirements in subsection 84-337(b), Open storage and use areas.

Sec. 66-2—66-10. –Reserved.

ARTICLE II. - SOLID WASTE SERVICES.

Sec. 66-11. –Definitions.

Wherever used in this Article, the hereinafter-listed terms shall have the following meanings:

Acceptable Waste. Any and all waste that is solid waste, including brush, garbage, refuse, yard waste and trash, as solid waste is defined under the laws of the United States and/or the State of Texas and/or the regulations promulgated there under and that is acceptable for disposal in a Landfill.

Backdoor Service. Non-curb-side service available to any residential customer over the age of sixty-five (65) years old, or a disabled/handicapped resident as certified by a physician and at the discretion of the City.

Brush. Plants or grass clippings, leaves or tree trimmings. Brush waste must be enclosed in garbage containers, with a maximum weight of fifty (50) pounds. Tree trimmings must be bundled in lengths less than four (4) feet and less than fifty (50) pounds in weight.

Bulky Waste. Stoves, refrigerators, water tanks, washing machines, dryers, furniture, appliances and other waste materials with weights or volumes greater than those allowed for containers, but specifically excluding:

- Loose construction debris, dead animal's hazardous waste, medical waste or stable matter;
- Any refrigerators, freezers, air conditioners or other appliances that do not contain written or visual evidence that the chlorofluorocarbon's (CFC's), have been removed there from by a certified, authorized and licensed technician; and
- Any other objects or items that Contractor is precluded by federal, state or local law or regulation from collecting or disposing in a municipal sanitary landfill.

Bundle or Boxed Bundle. Tree, shrub and brush trimmings, or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.

City. City of Euless.

Commercial Container. Metal containers supplied by Contractor affording capacity to service a Commercial Unit so as to prevent spillage, unsightly and unsanitary conditions.

Commercial Hand Collect Unit. A retail or light commercial type of business that generates no more than two (2) cubic yards of refuse per week.

Commercial and Industrial Units. Contractor shall provide for the collection of commercial and industrial solid waste and/or recyclables to commercial establishments and industrial units according to individual written agreements. Collection service shall be at least once per week to maintain the premises free of accumulation of waste. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment. The City shall be the sole determinant of acceptable dumpster pads, locations, and screening, excluding roll-offs. Apartment service shall be considered commercial as it relates to this Agreement.

Contractor. The person or entity authorized by the City pursuant to a contract or franchise to perform solid waste collection services within the City.

Curbside. That portion of the right-of-way adjacent to paved or traveled City roadways.

Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations, including without limitation, dirt, concrete, rocks, bricks, lumber, shingles, plaster, sand, gravel and other waste building materials.

Disposal Site. A depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of solid waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

Garbage. Any and all dead animals of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Garbage Containers. Portable cans or similar containers constructed of galvanized iron, tin or other substantial material, or plastic bags or cardboard boxes, designed to store

Refuse or Rubbish with sufficient wall strength to maintain physical integrity when lifted by the top. The maximum capacity of a garbage container shall not exceed thirty-five (35) gallons and the total weight of a garbage container and its contents shall not exceed fifty (50) pounds.

Hazardous Waste. All fecal material, oil, sludge and any radioactive, pathological, toxic, acidic or volatile materials, or any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Texas to be "hazardous," "toxic" or a "contaminant" or "pollutant," as such terms are defined by or pursuant to Federal or State law or regulation. Refer to solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder.

Loose Brush. Tree and shrub trimmings, which are not placed in disposable containers or reusable containers "nor" are they tied and bundled so as to constitute bundle or boxed bundle.

Medical Wastes. All medical waste, infectious waste, special waste from health care facilities and other similar wastes as same may be defined by federal or state law or regulation.

Non-Compactable Waste. Includes, but is not limited to, brick, concrete, dirt, composition shingles, ceramic tile and related items that cannot be crushed under the weight of compaction equipment.

Refuse. Every accumulation of waste (vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not by way of limitation, decomposable animal waste of vegetable matter which is likely to attract flies or rodents; and all waste material generated at a residential, commercial, industrial or institutional location, or construction site which must be disposed of to prevent the attraction of flies, rodents, scavengers, unnecessary odor or to prohibit unsightly accumulation of refuse or fire hazards. Refuse shall not include any waste materials included in the definition of Hazardous Waste or Medical Waste.

Residential Repair Debris. Small amounts of containerized or tied and bundled waste building materials including privacy fencing (provided such fencing materials do not exceed 4 ft. x 6 ft. in size or are dismantled and tied into bundles not exceeding 50 pounds) generated by a residential property owner or tenant remodeling or repairing a Residential Unit.

Residential Unit. A single-family or duplex dwelling located within the corporate limits of the City. A separate Residential Unit shall be deemed occupied when either water or domestic electric power service is being supplied thereto. Each single-family dwelling

within any condominium building or group shall be counted separately as a Residential Unit.

Rubbish. All residentially generated waste wood, wood products, grass cuttings, dead plants, weeds, leaves, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, white goods, pulp and other products such as are used for packaging or wrapping, crockery, glass, ashes, cinders, floor sweepings, mineral or metallic substances and any and all other waste materials not included in the definition of Brush, Bulky Waste, Bundle or Boxed Bundle, Debris, Residential Repair Debris, Refuse, Medical Waste or Hazardous Waste.

Solid Waste. All non-hazardous (as defined by Comprehensive Environmental Response, Compensation, and Liability Act (CERCA and other applicable laws) and non-special (see Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi-solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings, Christmas Trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Trees. Trees and tree trimmings larger than may be accommodated as Bulky Waste.

Sec. 66-12. –Scope of refuse collection work.

- (a) **Frequency of Residential Collection.** The City will provide for a Contractor to collect all residential Refuse and Rubbish in Garbage Containers, Residential Repair Debris, Bulky Waste, and Bundles or Boxed Bundles not less than two (2) times per week, with collections at least three (3) days apart. Collection days shall be Monday and Thursday or Tuesday and Friday. No collections shall be made on Sunday.
- (b) **Quantity: Take-All Service.** The Contractor shall be required to pick up all Rubbish, Refuse, Bulky Waste and Residential Repair Debris generated from a Residential Unit, provided that same is properly prepared, bagged, and stored for collection in Garbage Containers, or properly bundled as provided in this Article, although Bulky Wastes will not be required to be in Garbage Containers. The Contractor shall also be required to pick up all Brush and Trees during the regular residential collection frequency provided that same are prepared and stored for collection in a Bundle or Boxed Bundle. The Contractor shall also be required to pick up stumps weighing less than fifty (50) pounds each. At a customer's request, Rubbish, Residential Repair Debris, Loose Brush, Brush and Trees that are not contained in Garbage Containers or are not prepared and placed for collection in a Bundle or Boxed Bundle may be collected and disposed of by the Contractor for a special pick up rate as set forth in Chapter 30, "Fees". Up to four (4) times per year, Euleless residents, with proof of residency such as a current water bill or valid driver's license, may dispose of up to ten (10) cubic yards of Acceptable Waste at

the Contractor's transfer station located at 6200 Elliott Reeder Road, Fort Worth, Texas, at no charge. The transfer station is open to residential customers each Saturday between 12:00 noon to 4:00 p.m. This service does not include the disposal of Hazardous Waste or Non-Compactable Waste.

- (c) **Residential Waste - Where.** Waste material set out for collection must be placed within six (6) feet of curb and be properly prepared, bagged, and stored for collection in Garbage Containers, or properly bundled as provided in this Article. The Garbage Containers must be freely accessible to the Contractor, with the bottom at ground level or on a platform not more than three (3) feet above ground. Backdoor Service shall be in Garbage Containers and placed at a location mutually agreed to by Contractor and customer. Garbage Containers stored below ground surface will not be picked up. Garbage Containers, Residential Repair Debris, and Bundle and /or Boxed Bundle shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Garbage Containers, Residential Repair Debris, Bulky Waste, and Bundle and/or Boxed Bundle shall be placed as close as practicable to the access point for the collection vehicle. The Contractor may decline to collect any Garbage Container, Residential Repair Debris, Bulky Waste, and Bundle and/or Boxed Bundle not so placed. All containers shall be returned by the Contractor to the same area as described above.
- (d) **Residential Waste - How.** The Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any Refuse or Rubbish spilled by the Contractor shall be picked up immediately by the Contractor.
- (e) **Commercial Waste.** Every Commercial Unit shall have a Commercial Container or Containers of a size sufficient to contain all the Rubbish, Refuse, Brush, Bulky Waste, Debris, Trees and other waste generated upon the premises and to avoid congregation of flies, rodents, scavengers, unnecessary odor and to prohibit unsightly accumulation of such waste materials or fire hazards. The Contractor shall make Commercial Containers of adequate size available upon request to any Commercial Unit within the corporate limits of City. The Commercial Containers provided by the Contractor shall be equipped with suitable operable covers to prevent blowing or scattering of refuse (except for roll-off containers); shall be maintained in good order, appearance, and in a sanitary condition; shall be of uniform color or color scheme; and shall be clearly marked with the Contractor's name and telephone number. Any damages to screening structures caused by the Contractor will be repaired in a timely manner. Commercial Containers shall be serviced at least once per week and with additional frequency as needed to maintain the premises free of accumulation of waste and to prohibit unsightly accumulation of such waste materials or fire hazards. The City will resolve any disputes between the Contractor and a Commercial Unit account. The decision by the City will be final and binding on the Contractor and the Commercial Unit customer.

- (f) **Christmas Tree Collection.** The Contractor shall provide annual curbside Christmas tree collection citywide for all residential customers one full collection cycle after both Christmas and New Year's. Dates may be modified by joint agreement of the Contractor and the City Manager. The City of Euless has its own Christmas tree collection location for recycling.
- (g) **Hazardous and Medical Waste.** The disposal of Hazardous Waste and/or Medical Waste is not authorized as Acceptable Waste and the Contractor is not required to dispose of same.

Sec. 66-13. –Hauling rights.

The Contractor approved by the City is granted the sole and exclusive franchise, license, and privilege within the city limits of the City to engage in the business of collecting and disposing of Commercial Construction Debris, Residential and Commercial Garbage, Trash, Yard Waste, Bulky Waste, Debris, Residential Repair Debris, Bundled Brush, Loose Brush, Rubbish, Trees, Refuse and other waste material as specified herein. No other person or entity not approved by the City Council shall engage in the collection and disposal of Commercial Construction Debris, Residential and Commercial Garbage, Trash, Yard Waste, Bulky Waste, Debris, Residential Repair Debris, Bundled Brush, Loose Brush, Rubbish, Trees, Refuse and other waste material specified herein. Scavenging or hauling by other individuals on a non-fee basis shall be permitted.

Sec. 66-14—66-30. –Reserved.

ARTICLE III. - RECYCLING SERVICES.

Sec. 66-31. –Definitions.

Wherever used in this Article, the hereinafter-listed terms shall have the following meanings:

Apartment Unit. A multi-family dwelling located within the corporate limits of the City. A separate Apartment Unit shall be deemed a room or suite of rooms arranged, designed or occupied as a residence.

City. City of Euless

Contractor. The person or entity authorized by the City pursuant to a contract or franchise to perform recycling services within the City.

Curbside. That portion of the right-of-way adjacent to paved or traveled City roadways.

Recycling Container. The container for recyclable materials for each Residential Unit or Apartment Unit within the City shall consist of one of the following;

- **Blue Bag**- a polyethylene blue bag provided by the resident. These bags will be available for purchase at area retail stores. It is the responsibility of the resident- to provide their own Blue Bag container(s) for recycling.
- **Bin**- a plastic receptacle imprinted with the Contractor's logo, provided by and the property of the Contractor. Bin shall have a minimum capacity of eighteen (18) gallons. It shall be the responsibility of the Contractor to supply, maintain and deliver the Bin container for recycling to those residents who elect Bin service.
- **Cart**- a plastic receptacle imprinted with the Contractor's logo, provided by and the property of the Contractor. The Cart shall have a minimum capacity of sixty-five (65) gallons, two wheels, and a hinged lid. It shall be the responsibility of the Contractor to supply, maintain and deliver the Cart container for recycling to those residents who elect Cart service.
- **Recycling Dumpster.** A metal receptacle bearing the Contractor's logo, provided by and the property of the Contractor. A Recycling Dumpster shall have a minimum capacity of eight (8) yards and be identifiable as "Recycling Only". It shall be the responsibility of the Contractor to supply, maintain and deliver the Recycling Dumpster to Apartment Units.

Recyclable Materials. The following materials shall be included in the recycling program:

- Office Paper
- Newsprint
- Magazines
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass: Clear, Brown and Green
- Plastic Containers #1, #2, #3, #4, #5, #7
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books.

Residential Unit. A single-family or duplex dwelling located within the city limits of the City. A separate Residential Unit shall be deemed occupied when either water or domestic electric power services are being supplied thereto. Each single-family dwelling within any condominium building or group shall be counted separately as a Residential Unit.

Sec. 66-32. –Scope of recycling collection work.

- (a) **Frequency of Residential Unit Collection.** The Contractor shall provide curbside collection service for the collection of Recyclable Materials, on a coinciding garbage collection day, Monday or Thursday, or Tuesday or Friday, from each Residential Unit one (1) time per week.

- (b) **Residential Unit Collection - Where.** Recycling Containers shall be placed at curbside by 7:00 a.m. on the designated collection day. When construction work is being performed in the right-of-way, Recycling Containers shall be placed as close as practicable to the access point for the collection vehicle. The Contractor may decline to collect any Recycling Container not so placed. All containers must be returned to the same area as described above.
- (c) **Residential Unit Collection - How.** The Contractor shall make collections with a minimum of noise and disturbance. Work shall be done in a sanitary manner. Any Recyclable Materials spilled by the Contractor shall be picked up immediately by the Contractor. Residents shall have the opportunity to elect one of three (3) types of Recycling Containers: Blue Bag, Bin or Cart. Resident will provide an adequate supply of Blue Bag Containers. Contractor will provide an adequate supply of Bin and Cart Recycling Containers. Residential Recycling Container request for service, changes, additions or deletions will be facilitated by the City and supplied, delivered and maintained by the Contractor.
- (d) **Frequency of Apartment Unit Collection.** The Recycling Dumpster shall be serviced on an on-call basis. Within 48 hours of a call by the apartment complex personnel, the Contractor will service the dumpster as requested.
- (e) **Apartment Unit Collection - Where.** A minimum of one (1) Recycling Dumpster will be provided for each apartment complex. Apartment complexes with more than 500 units will receive one Recycling Dumpster per 500 units (example: 2,000 units = four (4) Recycling Dumpsters). The Recycling Dumpster(s) must be readily identifiable as "Recycling Only" and kept in neat and clean appearance. The Recycling Dumpster(s) shall be accessible seven days per week, 24-hours per day by apartment residents.
- (f) **Apartment Unit Collection - How.** The Contractor shall make collections with a minimum of noise and disturbance. Work shall be done in a sanitary manner. Any Recyclable Materials spilled by the Contractor shall be picked up immediately by the Contractor. The Contractor shall make available a minimum of one Recycling Dumpster, slotted to accept the following items: newspapers with slicks, magazines, junk mail, envelopes, cereal boxes, cardboard, chipboard and telephone books, mixed recyclables (plastics #1-7, except 6; aluminum cans, steel cans, glass bottles and containers). The City reserves the right to terminate and/or otherwise alter for further improvements, the apartment recycling service with 30 days prior notice to the Contractor. The Contractor has the first right of refusal on program changes.
- (g) **Improperly Prepared Material.** The Contractor will not be required to collect Recyclable Materials which are mixed with garbage, trash and rubbish normally collected by solid waste collection crews.

Sec. 66-33. –Hauling rights.

The Contractor approved by the City is granted the sole and exclusive franchise, license, and privilege within the city limits of the City to engage in the business of collecting and disposing of Recyclable Materials as specified herein. No other person or entity not approved by the City Council shall engage in the collection and disposal of Recyclable Materials. Scavenging or hauling by other individuals on a non-fee basis shall be permitted.

Sec. 66-34—66-35. –Reserved.”

SECTION 2.

Chapter 30, “Fees”, Section 30-16, “Solid waste and recycling collection” of the Code of Ordinances of the City of Euless, Texas, is hereby amended to read as follows:

“Sec. 30-16. –Solid waste and recycling collection.

(a) Solid Waste.

- (1) Monthly Rates (in dollars)
Effective March 1, 2013 through February 28, 2014:
Residential curbside: \$8.23/month
Backdoor service: \$11.23/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	54.15	101.89	135.68	197.99	239.76	277.51	18.60	38.67
3 YD	76.82	134.35	177.47	236.60	291.73	333.80	27.95	38.67
4 YD	92.81	162.54	224.29	292.59	353.23	403.42	37.25	38.67
6 YD	117.56	222.74	315.54	411.45	508.90	578.29	52.58	38.67
8 YD	136.12	273.79	382.06	484.14	607.89	695.25	60.33	38.67

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	92.81	6.96	356.08	322.32
<u>30</u> YD	OPEN	92.81	6.96	425.38	322.32
<u>40</u> YD	OPEN	92.81	6.96	487.25	322.32
28 YD	COMP	NEGO	NEGO	529.18	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	553.24	NEGO

35 YD	COMP	NEGO	NEGO	613.42	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	673.58	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	697.58	NEGO

Commercial hand load two (2) times per week: \$20.88 per month (limit four (4) bags).
 Casters — \$15.47/month
 Locks — \$7.75/month

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
35.32	88.31	158.95	Roll off Rates Will Apply

- (2) Monthly Rates (in dollars)
 Effective March 1, 2014 through February 28, 2015:
 Residential curbside: \$8.48/month
 Backdoor service: \$11.48/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	55.77	104.95	139.75	203.93	246.96	285.84	19.16	39.83
3 YD	79.13	138.38	182.79	243.69	300.49	343.82	28.79	39.83
4 YD	95.60	167.41	231.02	301.37	363.82	415.52	38.37	39.83
6 YD	121.09	229.42	325.01	423.79	524.17	595.63	54.16	39.83
8 YD	140.20	282.00	393.52	498.67	626.12	716.10	62.14	39.83

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	95.60	7.17	366.76	331.99
<u>30</u> YD	OPEN	95.60	7.17	438.14	331.99
<u>40</u> YD	OPEN	95.60	7.17	501.87	331.99
28 YD	COMP	NEGO	NEGO	545.06	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	569.84	NEGO
35 YD	COMP	NEGO	NEGO	631.82	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	693.79	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	718.58	NEGO

Commercial hand load two (2) times per week: \$21.51 per month (limit four (4) bags).
 Casters — \$15.93/month
 Locks — \$7.98/month

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
36.38	90.96	163.72	Roll off Rates Will Apply

- (3) Monthly Rates (in dollars)
 Effective March 1, 2015 through February 28, 2016:
 Residential curbside: \$8.73/month
 Backdoor service: \$11.73/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	57.45	108.10	143.95	210.05	254.36	294.41	19.74	41.03
3 YD	81.50	142.53	188.28	251.00	309.50	354.13	29.65	41.03
4 YD	98.47	172.44	237.95	310.41	374.74	427.99	39.52	41.03
6 YD	124.72	236.30	334.76	436.51	539.89	613.50	55.78	41.03
8 YD	144.41	290.46	405.33	513.63	644.91	737.59	64.00	41.03

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	98.47	7.38	377.76	341.95
<u>30</u> YD	OPEN	98.47	7.38	451.28	341.95
<u>40</u> YD	OPEN	98.47	7.38	516.92	341.95
28 YD	COMP	NEGO	NEGO	561.41	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	586.93	NEGO
35 YD	COMP	NEGO	NEGO	650.78	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	714.60	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	740.13	NEGO

Commercial hand load two (2) times per week: \$22.15 per month (limit four (4) bags).
 Casters — \$16.41/month
 Locks — \$8.22/month

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
37.47	93.69	168.63	Roll off Rates Will Apply

- (4) Monthly Rates (in dollars)
 Effective March 1, 2016 through February 28, 2017:
 Residential curbside: \$8.99/month
 Backdoor service: \$11.99/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	59.17	111.34	148.26	216.35	262.00	303.24	20.33	42.26
3 YD	83.95	146.81	193.92	258.53	318.78	364.75	30.54	42.26
4 YD	101.42	177.61	245.09	319.72	385.98	440.83	40.71	42.26
6 YD	128.46	243.39	344.80	449.60	556.09	631.91	57.46	42.26
8 YD	148.74	299.18	417.49	529.03	664.25	759.72	65.92	42.26

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	101.42	7.60	389.10	352.21
<u>30</u> YD	OPEN	101.42	7.60	464.82	352.21
<u>40</u> YD	OPEN	101.42	7.60	532.43	352.21
28 YD	COMP	NEGO	NEGO	578.25	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	604.54	NEGO
35 YD	COMP	NEGO	NEGO	670.30	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	736.04	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	762.34	NEGO

Commercial hand load two (2) times per week: \$22.82 per month (limit four (4) bags).

Casters — \$16.91/month

Locks — \$8.46/month

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
38.59	96.50	173.69	Roll off Rates Will Apply

- (5) Monthly Rates (in dollars)
 Effective March 1, 2017 through February 28, 2018:
 Residential curbside: \$9.26/month
 Backdoor service: \$12.26/month

Commercial Front-Load Rates
Pickups Per Week

SIZE	1 X	2 X	3 X	4 X	5 X	6 X	EXTRA	DELIVERY
2 YD	60.94	114.68	152.71	222.84	269.86	312.34	20.94	43.52
3 YD	86.47	151.21	199.74	266.29	328.35	375.70	31.46	43.52
4 YD	104.46	182.94	252.44	329.32	397.56	454.05	41.93	43.52
6 YD	132.32	250.69	355.14	463.09	572.77	650.87	59.18	43.52
8 YD	153.20	308.15	430.01	544.91	684.18	782.51	67.90	43.52

Commercial Roll Off Rates

SIZE	TYPE	DELIVERY	RENTAL PER DAY	TOTAL PER LOAD	DEPOSIT PER CONTAINER
<u>20</u> YD	OPEN	104.46	7.83	400.77	362.78
<u>30</u> YD	OPEN	104.46	7.83	478.77	362.78
<u>40</u> YD	OPEN	104.46	7.83	548.40	362.78
28 YD	COMP	NEGO	NEGO	595.60	NEGO
<u>30</u> YD	COMP	NEGO	NEGO	622.68	NEGO
35 YD	COMP	NEGO	NEGO	690.41	NEGO
<u>40</u> YD	COMP	NEGO	NEGO	758.12	NEGO
<u>42</u> YD	COMP	NEGO	NEGO	785.21	NEGO

Commercial hand load two (2) times per week: \$23.50 per month (limit four (4) bags).
 Casters — \$17.41/month
 Locks — \$8.72/month

Special Pick Up Rates

1–5 yds	6–10 yds	10–15 yds	>15 yds
39.75	99.40	178.90	Roll off Rates Will Apply

(b) Recycling.

- (1) Monthly Rates (in dollars):
Base service is Blue Bag service.
Bin or Cart service rate is in addition to Base service.
Senior Base service is Blue Bag service
Senior Bin or Cart service rate is in addition to Senior Base service

Effective Date	Base Blue Bag	Bin (Base +)	Cart (Base +)	Senior Base Blue Bag	Senior Bin (Base +)	Senior Cart (Base +)	Apartment Unit
3/1/2013	1.15	+1.30	+1.30	.58	+1.30	+1.30	.97
3/1/2014	1.19	+1.34	+1.34	.59	+1.34	+1.34	.98
3/1/2015	1.22	+1.38	+1.38	.61	+1.38	+1.38	.99
3/1/2016	1.26	+1.42	+1.42	.63	+1.42	+1.42	1.00
3/1/2017	1.30	+1.46	+1.46	.65	+1.46	+1.46	1.01

**SECTION 3.
CUMULATIVE CLAUSE**

This ordinance shall be cumulative of all provisions of ordinances of the City of Euless, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 4.
SEVERABILITY CLAUSE**

That it is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 5.
PENALTY FOR VIOLATIONS**

Any person, firm or corporation violating any of the terms and provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in accordance with Chapter 1, Section 1-12, Euless Code of Ordinances. Each such violation shall be deemed a separate offense and shall be punishable as such hereunder.

**SECTION 6.
SAVING CLAUSE**

All rights and remedies of the City of Euless are expressly saved as to any and all violations of the provisions of the City Code or any other ordinances regulating solid waste and recycling that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

**SECTION 7.
PUBLICATION**

The City Council further directs that only the caption of this ordinance be published in accordance with Article XI, Section 3 of the City Charter.

**SECTION 8.
EFFECTIVE DATE**

This ordinance, except Section II, shall be in full force and effect from and after its passage and publication as provided by the Euless City Charter and the laws of the State of Texas. Section II of this ordinance shall be in full force and effect March 1, 2013.

PRESENTED AND GIVEN FIRST AND FINAL READING AND APPROVED at a regular meeting of the Euless City Council on the 25th day of September 2012, by a vote of _____ ayes, _____ nays, and _____ abstentions.

APPROVED:

Mary Lib Saleh, Mayor

ATTEST:

Kim Sutter, TRMC, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Wayne K. Olson, City Attorney