

ORDINANCE NO. 2015-002

An Ordinance on Solid Waste Collection Services, establishing the residential and commercial rates, establishing mandatory services for Commercial, apartment and construction projects, and allowing for optional residential services, establishing penalties, a franchise fee and a severability clause.

I. DEFINITIONS

1.01 BIN – Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

1.02 BRUSH – Tree trimmings, grass cuttings, dead trees or branches thereof, shrubs, chips shavings.

1.03 BULKY WASTE – Appliances such as washers, dryers, stoves, air conditioners and refrigerators (provided Freon has been removed by a licensed facility and is labeled as such), water tanks, furniture, and mattresses.

1.04 CITY- City of Peñitas, Texas.

1.05 COMMERCIAL AND INDUSTRIAL REFUSE – All bulky waste, construction debris, garbage, rubbish, stable matter, and recyclable material generated by a producer or contractor at a commercial and industrial unit.

1.06 COMMERCIAL AND INDUSTRIAL UNIT – All premises locations or entities, public or private requiring refuse collection within the corporation limits of the City not included in the definition of a residential unit .

1.07 CONSTRUCTION / DEMOLITION DEBRIS – Waste building materials resulting from commercial, industrial, or residential construction, remodeling, repair or demolition operations.

1.08 CONTAINERS – 96-Gallon garbage carts for residential use, to be provided by contractor, to be used in conjunction with a fully authorized pickup plan.

1.09 CONTRACT DOCUMENTS – Contractor's proposal, general specifications, the contract and any addenda or changes to the foregoing documents agreed to by the City of Peñitas and the Contractor. Contract documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as is set forth verbatim in this contract:

a. The Contractor's Rate Quotations;

b. The resolution of the City of Peñitas ordering or authorizing the work and services contemplated herein;

c. This instrument; and

d. Any addenda or change to the foregoing documents agreed to by the parties hereto.

1.10 CONTRACTOR – BFI Waste Services of Texas, LP d/b/a Allied Waste Services of Rio Grande Valley, which is the company performing refuse collection and disposal under contract with the City.

1.11 DEAD ANIMALS – Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

1.12 DISPOSAL SITE – A refuse depository, physically located in the City or in close proximity thereto 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 refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

1.13 GARBAGE – Any and all dead animals of less than 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, but not by way of limitation, used tin cans and other 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, construction debris, dead animals, hazardous waste, rubbish or stable matter.

1.14 HAZARDOUS WASTE – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans.

1.15 LANDFILL – A lawfully permitted sanitary landfill of the Contractor's selection.

1.16 PRODUCER – An occupant of a commercial, industrial, or residential unit who generates refuse.

1.17 REFUSE – Residential garbage, commercial and industrial garbage, brush/bulky items, construction debris, recyclable material, and stable matter generated by a producer or contractor. Refuse does not include Unacceptable Waste.

1.18 RESIDENTIAL REFUSE – All garbage, rubbish, and recyclable material generated by a producer or contractor at a residential unit who generates refuse.

1.19 RESIDENTIAL UNIT – A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A residential unit shall be deemed occupied when water services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling within any such residential unit, or a small commercial unit with residential cart service, shall be treated as a residential unit, except that each single-family dwelling within any such residential unit.

1.20 RUBBISH – See BULKY WASTE.

1.21 STABLE MATTER – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.22 UNACCEPTABLE WASTE – Hazardous Waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio hazardous, toxic or listed or characteristic hazardous waste as defined by applicable law or any otherwise regulated waste

II. Mandatory Waste Collection Services: The City has determined that in the interest of public health and safety certain types of businesses, operations, facilities or commercial operations located within the city are hereby mandated to and use the services of the city’s approved Waste Collection services. These include:

- A. All commercial, retail, restaurant, office and other non residential establishments.
- B. Any apartment buildings with four (4) or more apartments whether all units are occupied or not.
- C. Any apartment building with two or three rental units if the owner of the building has set up a single utility account for utility services and the water and sewer are included in the monthly rental rate the landlord charges tenants.
- D. Any construction site whether for residential, commercial or institutional buildings. The size of container and frequency of service by the waste contractor shall be negotiated by the Contractor representative and the person or company doing the construction. This does not apply to remodeling or repairing of existing buildings where waste collection services are already provided and are adequate for the waste material produced as part of the construction. The fees will be based on the city’s approved rates in this ordinance.

III. Voluntary Waste Collection Services: Single family residential units are not hereby required to have waste collection services but if the homeowner or tenant wants to contract for regular service it must be with the city’s service provider which has exclusive rights to provide services in the city.

IV. Waste Collection Fees:

Residential Rate: Once per week 96 Gallon cart including monthly brush/bulky item service \$ 16.90 per month

Residential Second Cart (limit one per residence): \$ 11.00 per month

Larger Containers:

Container Size	1 X Per Week	2 X Per Week	3 X Per Week	4 X Per Week	5 X Per Week	6 X Per Week
2 Cubic Yd.	\$ 70.67	\$ 127.45	\$ 184.23	\$ 241.02	\$297.81	\$ 354.59
3 Cubic Yd.	\$ 83.29	\$ 150.17	\$ 217.03	\$ 283.92	\$ 350.80	\$ 417.66
4 Cubic Yd.	\$ 95.89	\$ 172.90	\$ 249.85	\$ 326.82	\$ 403.80	\$ 480.76
6 Cubic Yd.	\$ 140.08	\$ 251.11	\$ 362.15	\$ 473.21	\$ 584.25	\$ 695.28
8 Cubic Yd.	\$ 160.27	\$ 288.97	\$ 417.68	\$ 546.39	\$ 675.11	\$ 802.55
30 Cubic Yd.	\$ 221.82 Per Haul		\$ 32.63 Per Ton		\$ 5.38 Per Day Rental	

V. Collection Fees: The Contractor is hereby authorized to charge up to \$ 2.50 per account per month to do direct customer billing and handling including appropriate taxes. This fee shall not be added to the regular bill if the billing and collection is done by the City.

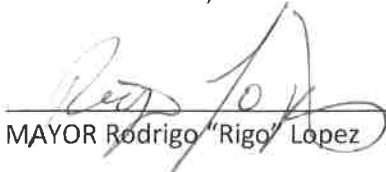
VI. Franchise Fee: The City hereby imposes a 5% franchise which is included in the monthly fees charged to the customers. The Franchise fee shall be collected and paid to the city as per contract terms and conditions.

VII. PENALTIES AND FINES: Any violations of this ordinance shall be prosecuted in the city's municipal court or court with higher jurisdiction if applicable. Violations of this ordinance shall be classified as a Class C misdemeanor subject to the maximum penalty allowed by state statute.

VIII. SEVERABILITY: If any court of competent jurisdiction determines any section or sections of this ordinance to be invalid or contrary to constitutional authority unaffected sections of the ordinance shall remain in full force and effect.

READ, and CONSIDERED on First Reading this the 4th day of March, 2015 at a Regular CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF PENITAS, TEXAS, at which a quorum was present and which was held in accordance with Chapter 551, of the Texas Government Code.

CITY OF PENITAS, TEXAS


MAYOR Rodrigo "Rigo" Lopez



ATTESTED BY:


CITY SECRETARY ANA VALDEZ


READ, and CONSIDERED on Second Reading this the 14th day of April, 2015 at a Special CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF PENITAS, TEXAS, at which a quorum was present and which was held in accordance with Chapter 551, of the Texas Government Code.

CITY OF PENITAS, TEXAS

ATTESTED BY:


MAYOR Rodrigo "Rigo" Lopez




CITY SECRETARY ANA VALDEZ

READ, CONSIDERED, and APPROVED on Third Reading this the 3rd day of June, 2015 at a Regular CALLED MEETING OF THE CITY COMMISSION OF THE CITY OF PENITAS, TEXAS, at which a quorum was present and which was held in accordance with Chapter 551, of the Texas Government Code.

EXECUTED THIS 3rd DAY OF June, 2015.

CITY OF PENITAS, TEXAS

ATTESTED BY:


MAYOR Rodrigo "Rigo" Lopez




CITY SECRETARY ANA VALDEZ