

CITY OF VON ORMY, TEXAS

ORDINANCE NO: 2009-32

STATE OF TEXAS
COUNTY BEXAR

AN ORDINANCE AWARDING A FRANCHISE CONTRACT WITHIN THE CITY OF VON ORMY, BEXAR COUNTY, TEXAS TO TIGER SANITATION INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT, SETTING FORTH GENERAL SPECIFICATIONS ESTABLISHING RATES FOR COLLECTION OF SOLID WASTE AND PROVIDING FOR ENFORCEMENT AND PRESCRIBING A PENALTY OF A FINE NOT LESS THAN \$25.00 NOR MORE THAN \$1000.00 AND MAKING EACH DAY A SEPARATE OFFENCE..

WHEREAS, the City of Von Ormy has determined that it would be in the best interest of the citizens of Von Ormy and would promote the health, safety and general welfare of the inhabitants of said City to contract with Tiger Sanitation Inc., to provide for the collection, removal and disposal of solid waste in the City of Von Ormy; and

WHEREAS, the City of Von Ormy has determined that such a contract is necessary to preserve and protect the public health of the citizens of Von Ormy, Bexar County, Texas;

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF VON ORMY, BEXAR COUNTY, TEXAS;

1. Grant of Authority: There is hereby granted by THE CITY OF VON ORMY, BEXAR COUNTY, TEXAS (hereinafter called "The City") to TIGER SANITATION, INC (hereinafter called "Contractor") the exclusive right and privilege to operate and maintain within the City of Von Ormy, services for the collection and disposal of garbage, weeds, brush and other items intended to be discarded, including household appliances, (hereinafter called "bulky waste"). Services include but not limited to residential, commercial and industrial garbage collection, roll-off and recycling.
2. Term of Contract: This contract shall become effective and be in force as of the 1st day of November, 2009, beginning on November 1, 2009 and terminating on October 31, 2012; provided, however, this contract shall be AUTOMATICALLY EXTENDED AFTER SAID THREE (3) year period for successive additional Three (3) year terms thereafter unless written notice of termination is given by either party to the other, at least ninety (90) days prior to the beginning of the succeeding year, or unless this contract is sooner terminated as provided herein.
3. Exclusive Grant: The right and privilege granted herein for the purposes set forth shall be exclusive and no other contractor, person or corporation shall be permitted to engage in garbage collection within the City of Von Ormy during the term of this contract.
4. Compliance with Laws and Ordinances: The Contractor shall at all times during the life of this contract, be subject to all such reasonable regulations as the City of Von Ormy shall hereafter provide. In addition, Contractor will observe all state laws regulating the collection and disposal of garbage.
5. Definitions: The following definitions shall apply with respect to this ordinance:

- m. Refuse: This term shall refer to Residential Refuse and Bulky Waste, Construction Debris, and Stable Matter generated at a Residential Unit unless the context otherwise requires.
- n. Residential Refuse: All garbage and rubbish generated by a producer at a residential unit.
- o. Residential Unit: A dwelling with the corporate limits of the city, or a dwelling currently being served by the City's solid waste collection service whether inside or outside the city limits, occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power service are being supplied thereto. A condominium dwelling, whether single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling with in any such Residential Unit shall be billed separately as a Residential Unit.
- p. Rubbish: All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in definitions of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- q. 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.
- r. Commercial Container: Metal or plastic receptacle designated to be lifted and emptied mechanically for use at Commercial and Industrial or Residential Unit.
- s. Commercial and Industrial Unit: All premises location, or entities public or private, requiring refuse collection within the corporate limits of the City, or currently being serviced whether inside or outside the city limits, not a Residential Unit.
- t. Construction Debris: Waste building materials resulting from construction, remodeling, repair or demolition operations.

6. Responsibilities of Contractor:

- a. The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorney's fees incidents to any work done in the performance of this contract arising out of a willful or negligent act of omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.
- b. Insurance: The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance as provided for herein. All insurance shall be by insurers and for

a. Residential Service:

- (1) Contractor shall provide collection service (subject to limitations contained in schedule "A" attached hereto) for the collection of Residential Garbage (except bulky waste) and Recycling to each Residential unit one time per week on either Monday, Tuesday, Wednesday, Thursday, Friday or Saturday. Contractor will provide one ninety (96) gallon cart and one recycle bin to each household.
- (2) Such collection services must be provided between the hours of 7:00 A.M. and 7:00 P.M.
- (3) Contractor will furnish curbside pickup (subject to limitations in Schedule A) of grass, leaves, tree trimmings and other similar residential yard-grown refuse on regular pickup day, provided the yard-grown refuse is bundled or placed in plastic bags.
- (4) Contractor shall furnish two (2) forty cubic yard roll-off containers and one 30 cubic yard scrap metal container twice each year for disposal of bulky waste. The dates of the semi-annual clean ups will be established by the City.
- (5) The Contractor shall bill and collect from all residential, commercial and industrial Customers within the City limits of Von Ormy according to schedule "A" attached hereto.
- (6) Residential Customers may opt to choose a Commercial Container in lieu of cart and recycling service.

b. Small Business or Professional Shop Service: Service to small businesses or professional shops which require collection service reasonably similar to Residential Service and not exceeding limitations as outline in Schedule "A", shall be serviced by the Contractor once weekly. Businesses exceeding such limitations shall be provided commercial container service as for Commercial and Industrial accounts as provided in Paragraph 7C below.

c. Commercial Service: Commercial Customers producing volumes greater than the limitations for Small Business or Professional Shops shall select a commercial container service from Schedule "A" that adequately fulfills their requirements.

d. The contractor may from time to time provide for the special collection of Dead Animals (exceeding 20 lbs. in weight), tires and construction debris at its sole discretion and upon such terms as Contractor shall specify. In the event that residents may desire pick up on excessive or unusual items, or service not contemplated by the ordinance, such residents should make independent arrangements with the Contractor. Contractor shall have no obligation whatsoever to collect Hazardous Waste, Infectious Waste, or Special Waste.

Debris from lot clearing and construction operations, rock, brush, tree limbs, waste, scrap, building materials, or other trash resulting from construction or major remodeling resulting from a general cleanup or vacant or improved property just prior to its occupancy, or resulting from sizeable amounts of trees, brush and debris cleared from property in preparation for construction, will not be removed by the Contractor as a part of regular service but may be done for the owner on payment of an extra charge as agreed to between the owner and the Contractor with such payments being made directly to the Contractor.

e. The following holidays may be observed by the Contractor and services may not be furnished on these days:

CPI: The monthly indexes of the Consumer Price Index issued by the U.S. Department of Labor, Bureau of Labor Statistics of any successor agency of the United States that shall issue such indexed or data.

CPI/1: The average of the monthly CPU for the twelve consecutive calendar months ending sixty (60) days before the commencement of the Service Year immediately preceding the Service Year for which the adjustment of charges is being computed.

CPI/2: The average of the monthly CPI for twelve consecutive calendar months ending sixty (60) days before the commencement of the service year for which the adjustment of charges is being computed.

- (2) In addition to the above, the contractor may adjust the charges anytime after twenty (20) days written notice to the city on the basis of unusual changes in the cost of Operations, such as revised laws, ordinances or regulation, and for other reasons, and further that contractor shall be entitled to pass through any governmental or regulatory entity placed upon or charged against the business or activity of collection and disposal of municipal solid waste by billing the city directly for such costs to the extent contractor is affected or liable for them. During the term of this contract, the city may cancel the same by giving ten (10) days advance notice in writing if the contractor should increase rates as outlined above which are considered by the city to be unreasonable.
 - k. Contractor shall discontinue garbage collection service at any unit that becomes delinquent in payment of the authorized fees, by more than forty-five (45) days. The Contractor shall notify the City when a Customer's service is interrupted for non-payment. Contractor shall resume collection on the next regularly scheduled collection day once the customer's balance is paid and current. City shall indemnify and hold Contractor harmless from all claims, suits, damages, liabilities or expenses (including but not limited to the expense of investigation and attorney's fees) resulting from Contractor's discontinuance of service at any location for non-payment.
 - l. Contractor shall submit to the City the proposed pick-up routes and schedules within thirty (30) days from the effective date of this contract. Commercial and industrial unit collection routes shall be established by the contractor.
 - m. Contractor shall maintain an office or such other facilities through which it may be contacted. It shall be equipped with sufficient telephones and shall have responsible person in charge from 8:00 am to 5:00 pm on regular collection day. The contractor shall contact the city office once before leaving the city on each collection day to receive and complaints which may have been filed with the city.
 - n.. Contractor shall provide the City with a 3 cubic yard container for use by the City for waste produced by City activities. The City shall determine the location of the container and service will be provided free of charge by the Contractor.
8. Disposal of Garbage and Refuse: Contractor shall have the responsibility of the disposal of all refuse, garbage and rubbish collected under this agreement and all of said materials shall be disposed of in compliance with the laws of the federal government and state of Texas

The Contractor shall not be liable or responsible in any way due to interruption of service caused by fire, flood or act of God.

- b. Excessive Interruption in Service: If the interruption in service mentioned in the paragraph next above continues for a period of seven (7) days as a sole result of a willful or negligent act of the Contractor, then the City of Von Ormy shall have the right to terminate the rights and privileges granted in this contract and the Contractor shall pay the City an amount equal to one month of the Contractor's gross receipts under this ordinance.
- c. Repealer: All Ordinances, parts of Ordinances or Resolutions in conflict herewith are expressly repealed.
- d. Authority to Execute Contract: The Mayor is hereby authorized to execute such contract on behalf of the City of Von Ormy.
- e. Severability: If any section, sentence, clause or paragraph of this Contract is for any reason held to be illegal, or invalid, such invalidity shall not affect the validity of the remaining portion of this Contract.

APPROVED this 18 day of Nov, 2009.

THE CITY OF VON ORMY

By: Art Martz d V

ATTEST:

TIGER SANITATION, INC.

By: Rob Seem

ATTEST:
