

ORDINANCE NO. 2013 - 34

AN ORDINANCE OF THE CITY OF MIDLOTHIAN, TEXAS REPEALING ORDINANCE NUMBERS 2000-50, 2005-49, 2007-35, 2008-45, 2011-03 AND 2013-06 IN THEIR ENTIRETY AND ADOPTING AN ORDINANCE BY ESTABLISHING RULES AND REGULATIONS FOR THE COLLECTION OF SOLID WASTE COLLECTION AND DISPOSAL, RESIDENTIAL RECYCLING AND BRUSH COLLECTION PICK-UP; LEVY OF FEES TO CUSTOMERS FOR GARBAGE/REFUSE AND RECYCLING COLLECTION SERVICE, AND PROVIDING FOR PAYMENT THEREOF; PROHIBITING THE DUMPING AND ACCUMULATION OF GARBAGE AND REFUSE ON ANY PUBLIC OR PRIVATE PROPERTY IN SAID CITY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A PENALTY THAT ANY VIOLATION OF THE TERMS OF THIS ORDINANCE IS DECLARED TO BE A MISDEMEANOR, AND ANY PERSON FOUND TO BE GUILTY THEREOF SHALL BE PUNISHABLE BY A FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); EACH DAY THAT SUCH VIOLATION CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE AND SHALL BE PUNISHABLE ACCORDINGLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Midlothian, Texas is a home rule city within the state of Texas, with full power of local self-government; and

WHEREAS, the City desires to ensure that the community develops in a manner which reflects the objectives and values of the community's citizenry, property owners and decision makers; and,

WHEREAS, the City Council of the City of Midlothian, Texas, has executed a contract for the collection of solid waste and hereby adopts terms of said agreement as rules and regulations to abide by; and,

WHEREAS, the amended contract executed on February 8, 2011 for the collection of solid waste shall terminate on March 31, 2016; and,

WHEREAS, amendments to the rates of the contract for the collection of solid waste was executed on February 26, 2013; and

WHEREAS, the City Council of the City of Midlothian, Texas, does find and determine that it is in the best interest of the health, safety, and general welfare of the citizens of the City of Midlothian, Texas to provide an ordinance which sets rates to be charged for solid waste collection and disposal, residential recycling and brush collection pick-up for residential and commercial customers inside the limits of the City of Midlothian, Texas, and repeal Ordinance Numbers 2000-50, 2005-49, 2007-35, 2008-45, 2011-03 and 2013-06 in their entirety.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Midlothian, Texas:

SECTION 1. Establishing Rules and Regulations

That the Rules and Regulations for Solid Waste Collection and Disposal (Residential/Commercial), Residential Recycling are made part hereof for all purposes is, and the same hereby, adopted as the official policy of the City.

**SOLID WASTE COLLECTION AND DISPOSAL
RULES AND REGULATIONS**

- Article 1. DEFINITIONS

- Article 2. TYPE OF COLLECTION
 - 2.1 Services provided
 - 2.2 Location of Containers, Bags and Bundles for Collection

- Article 3. PREPARATION OF COLLECTION
 - 3.1 Cut and Bundled Brush

- Article 4. OPERATION
 - 4.1 Hours of Operation
 - 4.2 Holidays

ARTICLE 1. DEFINITIONS

Bags – Plastic sacks designed to store residential refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

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

Brush – The cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste – Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.

Bundle – An easily handled package securely tied together not exceeding three (3) feet in length or thirty-five (35) pounds in weight.

City – City of Midlothian

Commercial and Industrial Refuse – Garbage, rubbish and stable matter generated by a producer at a commercial and industrial unit.

Commercial and Industrial Unit – Any premise, location or entity, public or private, requiring refuse collection within the corporate limits of the City which is not a residential.

Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

Container – A receptacle with capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons construction of plastic, metal or fiberglass, having handles of adequate strength for lifting. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed fifty (50) pounds.

Contractor – The person, corporation or partnership performing refuse collection and disposal contracted by the City of Midlothian.

Dead Animals – Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use or consumption.

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

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 the animal or vegetable matter (including, but not by way of limitation, used in tin cans and other food containers; and all putrescible or easily decomposable animal or vegetable waste 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, recyclables, rubbish or stable matter.

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.

Producer – An occupant of a residential unit who generates refuse.

Receptacle – Plastic bin used for collection of recyclables which is obtained from collection service provider.

Recyclables – Material in the recycling process diverted or removed from the solid waste stream that may be reused, and a substantial amount of the materials is consistently utilized to manufacture a product which otherwise would have been produced using a virgin material. Recyclables are not solid waste.

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.

Residential Refuse – All garbage and rubbish generated by a producer at a residential unit.

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 either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of a single or multi-level construction, consisting of four (4) or less contiguous or separate single family dwelling units within any such residential unit shall be billed separately as a residential unit.

Rubbish – All waste wood, wood products, tree trimmings, grass cutting, 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 the definition of bulky-waste, construction debris, dead animals, garbage, hazardous waste, recyclables or stable matter.

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 or animals, poultry or livestock.

ARTICLE 2. TYPE OF COLLECTION

2.1 Services Provided

- a) Contractor shall provide curbside and/or alley collection service for the collection of residential refuse to each residential unit two (2) times per week.
- b) Contractor shall provide collection and processing of residential recycling one (1) time per week
- c) Contractor shall provide bin collection service for the collection of commercial and industrial refuse to commercial and industrial units according to individual agreement.

- d) The Contractor shall provide for the special collection from residential unit of brush, bulky waste, construction debris and stable matter. Also, the Contractor may provide for the special collection of dead animals and hazardous waste at commercial and industrial unit and residential units at its sole discretion and upon such terms and conditions, as Contractor shall specify.

2.2 Location of Containers, Bags and Bundles for Collection

- a) Containers, bags and bundles of brush in piles no greater than three (3) feet in length, shall be placed at curbside by 7:00 a.m. on the designated collection day. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers, bags, bundles shall be placed close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags, and bundles shall be placed as close as practical to an access point for the collection vehicle. Contractor may decline to collect any container, bag and bundle not so placed or any residential refuse not in a bag.
- b) Contractor shall provide bins for commercial and industrial units whenever customers request their use within twenty-four (24) hours. Each bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. Contractor may decline to collect refuse in bins not so placed.

ARTICLE 3. PREPARATION OF COLLECTION

Garbage and refuse, with the exception of branches, tree trimmings, leaves and brush, shall be placed in a bag. Recyclables shall be placed in a receptacle that can be obtained by contacting the contracting provider of service and/or placed in clear plastic bags.

3.1 Cut and Bundles Brush

- a) Cut and bundles brush shall be picked up at the curb with the residential trash at no additional charge.
- b) Brush must be cut in three (3) foot lengths, bundles with string and rope, and not greater than four (4) inches in diameter.
- c) No bundle shall exceed thirty-five (35) pounds each. It will be picked up with the normal garbage service each week. Residents are limited to two (2) cubic yards per week.

ARTICLE 4. OPERATION

4.1 Hours of Operation

Collection of residential refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement to the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.2 Holidays

The following holidays shall be observed:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of its obligation to provide collection service at residential units at least once per week.

SECTION 2. Levy of Fees for Garbage/Refuse and Recycling Collection Service

There is hereby levied as fair and reasonable fees for garbage and refuse collection service the sum of \$13.41 (inclusive of tax) per month and for recycling collection service the sum of \$2.13 (inclusive of tax) per month for each family dwelling unit, and each family unit in any multiple dwelling, whether duplex or apartment, in said City of Midlothian. Said fee is mandatory, and is levied on the owner, occupant, tenant, or lessee using and occupying any family dwelling unit, building, house or structure.

Said fee shall be billed to each person affected by including same on the regular monthly bill for water and sewer, if a subscriber, and if not a subscriber, by direct billing to the person affected, in the same manner.

In the event of non-payment of said fee within 30 days of the billing date thereof, said City shall discontinue water, sewer and garbage refuse collection service until payment has been made in full.

Businesses are to be billed as per the schedule on file in the office of the City Secretary at City Hall, City of Midlothian, Texas.

SECTION 3. Unlawful Activities Enumerated

It is hereby declared to be unlawful for any person or organization to place, dump, throw, or permit to be placed, dumped or thrown, or to permit to remain or to accumulate, any garbage, refuse or dead animals on private property, except for the purpose of collection as herein provided; or to place or dump same on city property.

SECTION 4. Cumulative Effect

This Ordinance shall be cumulative of all other ordinances of the City of Midlothian, Texas and shall not repeal any of the provisions of such ordinances, except in those instances where provisions of such ordinances are in direct conflict with the provisions of this Ordinance.

SECTION 5. Repealer Clause

This Ordinance shall hereby repeal Ordinance No.'s 2000-50, 2005-49, 2007-35, 2008-45, 2011-03 and 2013-06 in their entirety.

SECTION 6. Penalty

Any person, firm or corporation who shall violate any of the provisions of this Ordinance or who shall fail to comply with any provision hereof shall be deemed guilty of a misdemeanor, and upon conviction shall be subject to a fine not to exceed Two Thousand (\$2,000.00) Dollars, and each day that such violation continues shall constitute a separate offense and shall be punishable accordingly.

SECTION 7. Severability

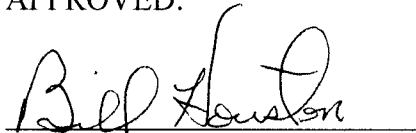
That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 8. Effective Date

Because of the nature of the interest and safeguard sought to be protected by this Ordinance, and in the interest of health, safety and welfare of the citizens of the City of Midlothian, Texas, this Ordinance shall take effect immediately after passage, approval and publication as required by law.

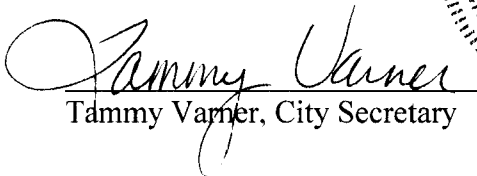
PASSED, ADOPTED AND APPROVED by the City Council of the City of Midlothian, Texas, on this the 10th day of September, 2013.

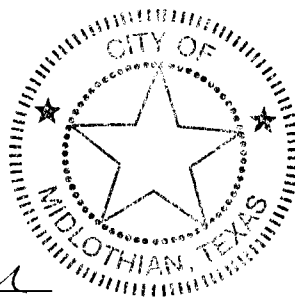
APPROVED:



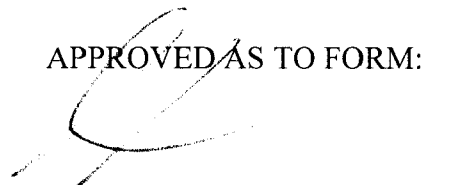
Bill Houston, Mayor

ATTEST:


Tammy Varner, City Secretary



APPROVED AS TO FORM:



Don Stout, City Attorney